



SONOMA COUNTY WASTE MANAGEMENT AGENCY

## Meeting of the Board of Directors

October 16, 2025  
REGULAR MEETING

Regular Session begins at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

City of Santa Rosa Council Chambers  
100 Santa Rosa Avenue  
Santa Rosa, CA

Meeting will also streamed via Zoom:  
<https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNULiWVh5Wk5SSzVyWWdWbndjdz09>

Webinar ID: 922 4885 5470  
US: +1 669 444 9171  
Passcode: 157476

Meeting Agenda and Documents

## **ZERO WASTE SONOMA**

### **Meeting of the Board of Directors**

October 16, 2025

#### REGULAR MEETING

Regular Session begins at 9:00 a.m.

#### Table of Contents

<u>Description</u>	<u>Page</u>
Agenda	1
Agenda Notes	4
Item 4.1: Minutes of the September 18, 2025 Regular Meeting	6
Item 4.2: September, October, and November 2025 Outreach Calendar	9
Item 5: Presentation and Conclusion of the Grant-Funded Solar Panel Collection Pilot Project	11
Item 6: Consideration of an Agreement with Cascadia Consulting to Conduct Technical Assistance for Education on Disposable Food Service Ware Ordinances in Sonoma County	26
Item 7: Approval of the Purchase of 195 Concourses Blvd., Santa Rosa, CA	48
Item 8: Approval to Lease 195 Concourse Blvd. Ste A, Santa Rosa, CA	173

*Note: This packet is 194 pages total*



## **Zero Waste Sonoma**

### **Meeting of the Board of Directors**

**October 16, 2025  
REGULAR MEETING**

**Regular Session begins at 9:00 a.m.**

**Estimated Ending Time 11:30 a.m.**

City of Santa Rosa Council Chambers  
100 Santa Rosa Avenue  
Santa Rosa, CA

Meeting will also streamed via Zoom:

<https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNULiWVh5Wk5SSzVyWWdWbndjdz09>

Webinar ID: 922 4885 5470

US: +1 669 444 9171

Passcode: 157476

**PUBLIC COMMENT:**

Public comment may be submitted via recorded voice message or email. Public comment may also be made by “raising your hand” using the Zoom platform.

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, October 15th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email [leslie.lukacs@sonoma-county.org](mailto:leslie.lukacs@sonoma-county.org) and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

**COMMITMENT TO CIVILITY:** The ZWS Board of Directors has a commitment to civility. To assure civility in its public meetings, the public is encouraged to engage in respectful dialogue that supports freedom of speech and values diversity of opinion. Board Members, staff, and members of the public are expected to establish and maintain a cordial and respectful atmosphere during discussions; and foster meaningful dialogue free of personal attacks. Members of the public must also adhere to the speaking time limit. Any commenters in violation of civility standards will be disconnected.



## Agenda

### Item

1. Call to Order
2. Agenda Approval
3. Public Comments (items not on the agenda)

### Consent (w/attachments)

- 4.1 Minutes of the September 18, 2025 Meeting
- 4.2 September, October, and November 2025 Outreach Calendar

### Regular Calendar

5. Presentation and Conclusion of the Grant-Funded Solar Panel Collection Pilot Project [Scott]
6. Consideration of an Agreement with Cascadia Consulting to Conduct Technical Assistance for Education on Disposable Food Service Ware Ordinances in Sonoma County [Pagal]
7. Approval of the Purchase of 195 Concourse Blvd., Santa Rosa, CA
8. Approval to Lease 195 Concourse Blvd. Ste A, Santa Rosa, CA
9. Boardmember Comments – NO ACTION
10. Executive Director Report – VERBAL REPORT
11. Staff Comments – NO ACTION
12. Next ZWS meeting: November 20, 2025
13. Adjourn Meeting

**Consent Calendar:** These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

**Regular Calendar:** These items include significant and administrative actions of special interest and are classified by program area. The regular calendar also includes "Set Matters," which are noticed hearings, work sessions and public hearings.

**Public Comments:** Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency/Zero Waste Sonoma, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person should give his/her name and address and limit comments to 3 minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item and before Boardmembers propose a motion to vote on any item.





**Disabled Accommodation:** If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Zero Waste Sonoma Office at 2300 County Center Drive, Suite B240, Santa Rosa, (707) 565-3788, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

**Noticing:** This notice is posted 72 hours prior to the meeting on the internet at [www.zerowastesonoma.gov](http://www.zerowastesonoma.gov)



**To:** Zero Waste Sonoma Board Members

**From:** Leslie Lukacs, Executive Director

**Subject:** October 16, 2025 Board Meeting Agenda Notes

#### **Consent Calendar**

These items include routine financial, informational and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair.

4.1 Minutes of the September 18, 2025 Meeting

4.2 September, October, and November 2025 Outreach Calendar

#### **5. Presentation and Conclusion of the Grant-Funded Solar Panel Collection Pilot Project**

Zero Waste Sonoma was awarded the CalRecycle HHW small project grant for \$100,000. Staff partnered with the Conservation Corps North Bay to host 12 solar panel collection events through 2025, which resulted in the reuse and recycling of over 1,000 solar panels.

**Staff Recommendation:** This presentation is informational only.

#### **6. Consideration of an Agreement with Cascadia Consulting to Conduct Technical Assistance for Education on Disposable Food Service Ware Ordinances in Sonoma County**

On August 21, 2025, staff issued the RFP to provide technical assistance and education to businesses affected by disposable food service ware ordinances countywide. The proposals were reviewed and evaluated and Cascadia Consulting Group received the highest overall score.

**Staff Recommendation:** the Board approve and authorize execution of an Agreement with Cascadia Consulting Group, Inc. to conduct technical assistance and education activities for compliance with Disposable Food Service Ware Ordinances in Sonoma County, in an amount not to exceed \$75,000, effective upon execution through June 30, 2026.

#### **7. Approval of the Purchase of 195 Concourse Blvd., Santa Rosa, CA**

Zero Waste Sonoma has entered into negotiations with the property owner to purchase the approximate .91-acre Property for a purchase price of \$2,100,000. The Property is known as Sonoma County Assessor's Parcel APN 059-360-001, consisting of office space (approximately 8,000 sq. ft.) on the parcel of approximately .91 acres.

**Staff Recommendation:** 1) Approve a resolution declaring the Board's intention to purchase approximately 0.91 acres located at 195 Concourse Blvd., Santa Rosa ("Property"); 2) Approve a budget adjustment transferring appropriations for the purchase from the Organics Reserve Fund (\$1,260,000) and the Debt Servicing Reserve Fund (\$840,000); and 3) Authorize the Executive Director to execute all necessary documents to complete the property purchase.

#### **8. Approval to Lease 195 Concourse Blvd. Ste A, Santa Rosa, CA**

Zero Waste Sonoma Zero has entered into negotiations to purchase commercial property located at 195 Concourse Blvd. in Santa Rosa. The seller, who currently occupies a portion of the building (Suite A), has requested to lease back a portion of the space upon completion of the sale. Staff has negotiated lease terms to ensure continued occupancy of the space during the transition period.

**Staff Recommendation:** Staff recommends the Board approve the lease of 195 Concourse Blvd. Ste B



## Minutes of September 18, 2025 Meeting

Zero Waste Sonoma met on September 18, 2025, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

### Board Members Present:

City of Cloverdale – Andrés Marquez  
City of Cotati – Susan Harvey  
City of Healdsburg – Larry Zimmer  
City of Petaluma – Patrick Carter  
City of Rohnert Park – Emily Sanborn

City of Santa Rosa – Dianna MacDonald  
City of Sebastopol – Phill Carter  
City of Sonoma – ABSENT  
County of Sonoma – Rebecca Hermosillo  
Town of Windsor – ABSENT

### Staff Present:

Counsel: Ethan Walsh  
Staff: Leslie Lukacs, Kristen Sales, Xinci Tan, Katherine Cushwa, Courtney Scott, Sloane Pagal, Rajesh Jyothiswaran  
Agency Clerk: Thora Collard

### 1. Call to Order Regular Meeting

Regular session was called to order at 9:02 a.m.

### Introductions

### 2. Agenda Approval

### 3. Public Comments (items not on the agenda)

None

### 4. Consent (w/attachments)

4.1 Minutes of the August 21, 2025 Meeting

4.2 August, September, and October 2025 Outreach Calendar

4.3 Fiscal Year 2024-25 Year-End Contingency Fund Budget Adjustment

### Board Comment:

None

### Public Comments:

None

**Motion:** For approval of the consent calendar.

**First:** City of Cotati – Susan Harvey

**Second:** City of Rohnert Park – Emily Sanborn

**Vote Count:**

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	ABSENT
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	AYE	Town of Windsor	ABSENT

AYES -8- NOES -0- ABSENT -2- ABSTAIN -0-

**Motion passed.**

**Regular Calendar**

**5. COAR Design Presentation for the Pruitt Avenue HHW Facility and Options for the ZWS Headquarters [Lukacs]**

**Board Comments/Action Items:**

- Will staffing increase?
- What was the original budget projected?
- If you purchase a property, will it be in proximity to the facility?
- Would a new headquarters offset current space rental?
- Construction costs are currently very high, what contingency are we calculating for increases?
- Lease costs have repair costs that would stay with the property and not be recoverable.
- Are there state resources to assist with the project?
- Do we have financing/interest concerns?
- If we proceed with Option B, when would we evaluate redesigning the site?
- Redesign ideas would be for flow and landscaping, not changes to the facility itself?
- Are we considering additional material collections in the future?
- Any of the buildings for purchase, have we considered asbestos abatement needed?
- Do we have an idea of improvement costs for making purchased space usable? The older buildings will most likely have higher improvement costs.
- Can you walk us through the pros/cons of the proposed purchase properties?
- Can you consolidate the HHW facility with headquarters?
- How many offices do you currently have?
- What was on the Pruitt site before?
- Would we still repurpose/sell materials if we do not build the headquarters?
- The location for the HHW facility is great for community members in the northern county.
- Supports staffs recommendation and the effort it took to evaluate all options.
- If purchasing property does not work, could we revisit the build option in the future?
- The age of properties for purchase is concerning.

**Public Comments:**

None

**Motion:** To move forward with Option B, incorporating Board’s desire to be flexible with purchase vs. build depending on cost

**First:** City of Healdsburg – Larry Simmer

**Second:** City of Cotati – Susan Harvey

**Vote Count:**

City of Cloverdale	AYE	City of Santa Rosa	AYE
City of Cotati	AYE	City of Sebastopol	AYE
City of Healdsburg	AYE	City of Sonoma	ABSENT
City of Petaluma	AYE	County of Sonoma	AYE
City of Rohnert Park	AYE	Town of Windsor	ABSENT

AYES -8- NOES -0- ABSENT -2- ABSTAIN -0-

**Motion passed.**

- 6. **Boardmember Comments**
- 7. **Executive Director Report – VERBAL REPORT**
- 8. **Staff Comments – VERBAL REPORT**
- 9. **Next ZWS meeting:** October 16, 2025
- 10. **Adjourn Regular Session:** 10:09 a.m.
- 11. **Begin Closed Session:** 10:18 a.m
- 12. **Adjourn Closed Session:** 10:52 a.m

Submitted by: Thora Collard



Agenda Item #: **4.2**  
 Agenda Date: **10/16/2025**

## ITEM: September, October, November 2025 Outreach Calendar

### September 2025 OUTREACH

Start date	End date	Start time	End time	Event
9/2/25	9/2/25	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
9/3/25	9/3/25	4:30 PM	7:30 PM	Cotati Seasonal Farmers Market (Cotati)
9/6/25	9/6/25	10:00 AM	4:00 PM	Cloverdale Car and Motorcycle Show (Cloverdale)
9/9/25	9/9/25	2:00 PM	7:00 PM	HHW Collection Event (Oakmont)
9/12/25	9/12/25	4:00 PM	8:00 PM	Fiesta de Independencia Cloverdale Citrus Fair (Cloverdale)
9/12/25	9/14/25	9:00 AM	5:00 PM	Rohnert Park E-Waste Event
9/13/25	9/13/25	9:00 AM	5:00 PM	Rohnert Park Mattress Recycling Event
9/13/25	9/13/25	8:30 AM	12:00 PM	Healdsburg Farmers Market (Healdsburg)
9/14/25	9/14/25	10:00 AM	2:00 PM	Courthouse Square Farmers Market (Santa Rosa)
9/14/25	9/14/25	1:00 PM	7:00 PM	Fiesta de la Independencia (Mexican Independence Day Celebration) Santa Rosa
9/16/25	9/16/25	4:00 PM	8:00 PM	HHW Collection Event (Sebastopol)
9/20/25	9/20/25	10:00 AM	1:00 PM	Repair Fair (Bodega Bay)
9/20/25	9/20/25	10:00 AM	2:00 PM	Harvest Festival (Santa Rosa)
9/23/25	9/23/25	3:00 PM	8:00 PM	HHW Collection Event (Windsor)
9/27/25	9/27/25	10:00 AM	2:00 PM	Harvest Festival at Bodega Bay School
9/27/25	9/27/25	10:00 AM	4:00 PM	Elks Charity Classic Car Show (Petaluma)
9/27/25	9/27/25	8:00 AM	3:00 PM	Recology Reuse Bazaar
9/28/25	9/28/25	10:00 AM	2:00 PM	The Springs Farmers Market (Boyes Hot Springs)
9/30/25	9/30/25	4:00 PM	8:00 PM	HHW Collection Event (Rohnert Park)

## October 2025 OUTREACH

Start date	End date	Start time	End time	Event
10/7/25	10/7/25	4:00 PM	8:00 PM	HHW Collection Event (Kenwood)
10/10/25	10/12/25	9:00 AM	5:00 PM	Windsor E-Waste Event
10/11/25	10/11/25	9:00 AM	5:00 PM	Windsor Mattress Recycling Event
10/14/25	10/14/25	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - East)
10/17/25	10/19/25	9:00 AM	5:00 PM	Cloverdale Train Depot E-Waste Event
10/18/25	10/18/25	9:00 AM	5:00 PM	Cloverdale Train Depot Mattress Recycling Event
10/18/25	10/18/25	10:00 AM	1:00 PM	Reuse & Repair Fair (Rohnert Park-Cotati)
10/21/25	10/21/25	4:00 PM	8:00 PM	HHW Collection Event (Guerneville)
10/28/25	10/28/25	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)

## November 2025 OUTREACH

Start date	End date	Start time	End time	Event
11/1/25	11/1/25	9:00 AM	1:00 PM	HHW Collection Event (The Sea Ranch)
11/4/25	11/4/25	4:00 PM	8:00 PM	HHW Collection Event (Petaluma)
11/7/25	11/9/25	9:00 AM	5:00 PM	Santa Rosa Finley Park E-Waste Event
11/11/25	11/11/25	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
11/18/25	11/18/25	3:00 PM	8:00 PM	HHW Collection Event (Cloverdale)





Agenda Item #: 5  
Cost Center: HHW  
Staff Contact: Scott  
Agenda Date: 10/16/25  
Approved By: LL

## **ITEM: Presentation and Conclusion of the Grant-Funded Solar Panel Collection Pilot Project**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

No action required.

### **II. BACKGROUND**

In 2020, the Department of Toxic Substances Control (DTSC) approved regulations to designate end-of-life photovoltaic modules as a universal waste. Universal waste is hazardous waste that can be handled and transported under more relaxed rules compared to other hazardous waste, as it poses a lower immediate risk to people and the environment when managed properly.

CalRecycle offers household hazardous waste (HHW) grants for small projects to local governments to implement HHW programs for collection, public education, source reduction, reuse, and/or recycling of HHW.

As of 2022, Sonoma County had no designated collection sites for solar panels, leaving residents with limited options; to store their used panels until a local solution becomes available or travel to other parts of the Bay Area to locate a private collector or recycler.

In August of 2022, Zero Waste Sonoma applied for the CalRecycle HHW small project grant to host solar panel collection events.

### **III. DISCUSSION**

Zero Waste Sonoma was awarded the CalRecycle HHW small project grant for \$100,000. Staff began coordinating the program in 2023 in partnership with the Conservation Corps North Bay and hosted 12 collection events through 2025. Results are detailed in the presentation.

### **IV. FUNDING IMPACT**

Zero Waste Sonoma received \$100,000 from CalRecycle. Reimbursements were requested once a year in conjunction with grant reports. Staff requested the final reimbursement this September.

### **V. ATTACHMENTS**

Presentation of the Solar Panel Collection Pilot



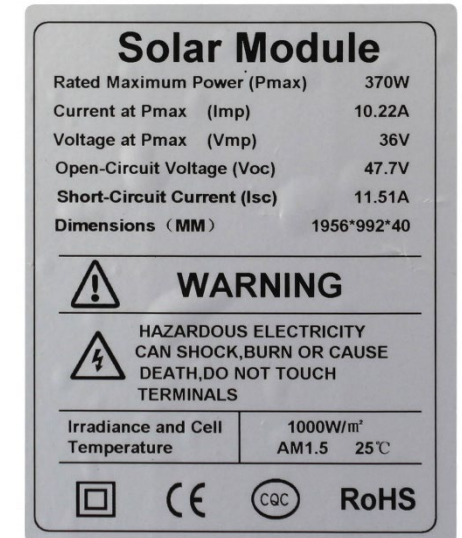
# SOLAR PANEL COLLECTION PILOT

OCTOBER 16, 2025

# SOLAR PANEL WASTE



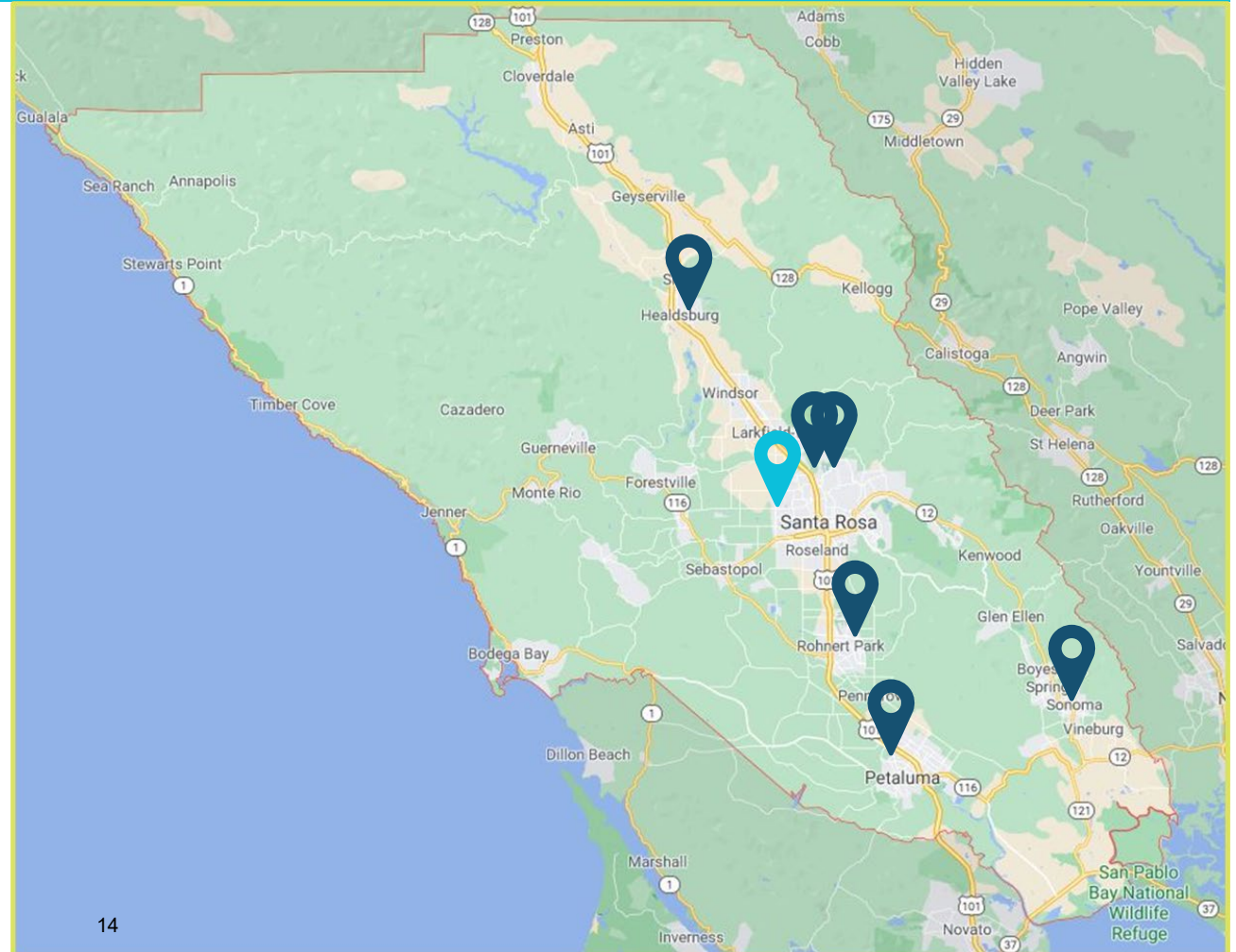
- Waste category: Universal Waste as of 2021
  - Hazardous waste with relaxed rules
  - Can contain silver, copper, lead, arsenic, cadmium, selenium
- Not all panels are hazardous
  - No labels to indicate hazard levels
- Must be managed separately and by specially permitted facilities
- No public recycling options or collectors for residential quantities



# CALRECYCLE GRANT PROJECT



- \$100,000
- Applied for 6 collection events but hosted 12 events
- Testing, reuse, and recycling (no repair)



# OPERATIONS AND LOGISTICS



- Partner with Conservation Corps North Bay (CCNB) at existing e-waste events
  - Then at CCNB warehouse in 2<sup>nd</sup> half
- Collect data from panels and participants
- Recycle with ERI in Fresno, CA
- Donate panels locally for reuse
- Register as PV Collector and annual reports



**CONSERVATION  
CORPS NORTH BAY**

*A path to a better future.*





# EVENTS GUIDELINES

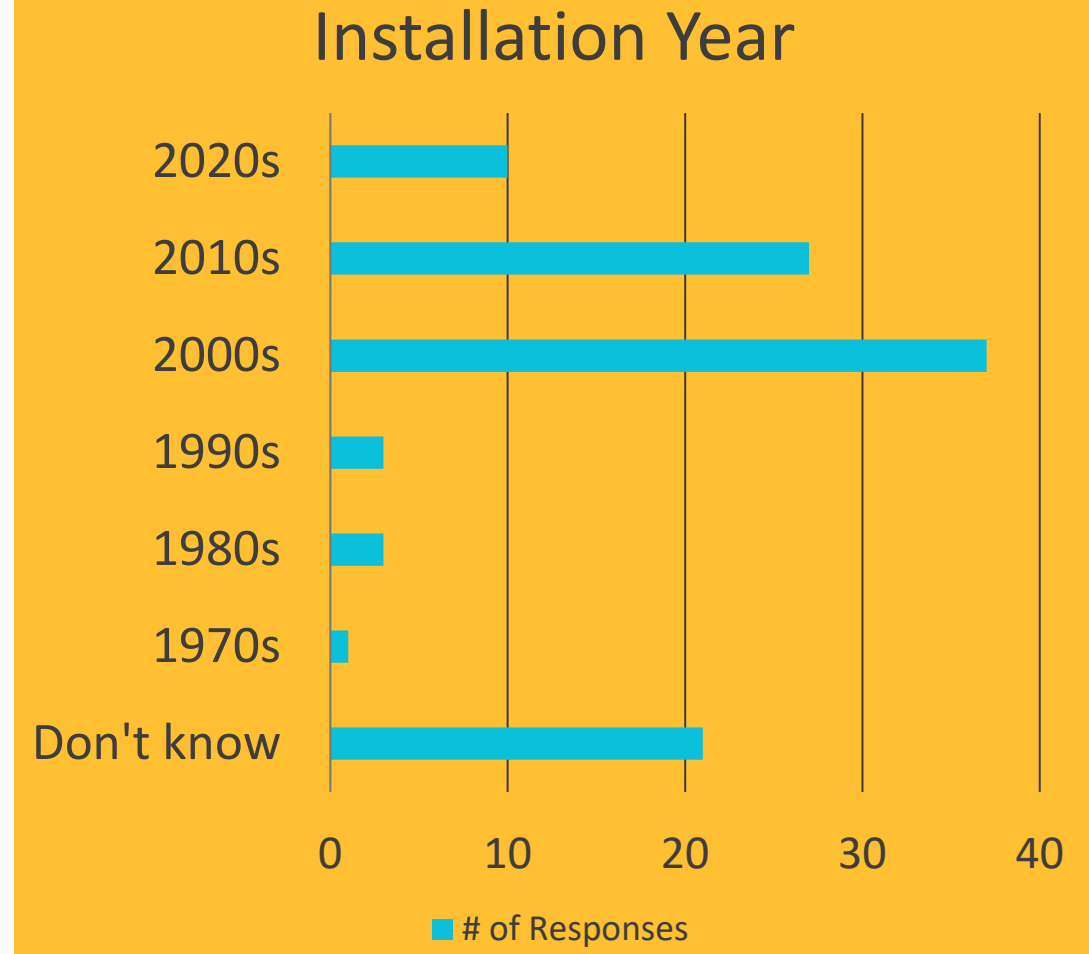


- Panels must be generated in Sonoma County
- Residential panels only
- Not allowed to accept panels from installation companies or other businesses.
- Maximum of 40 panels per household
- Appointment required for first 6 events

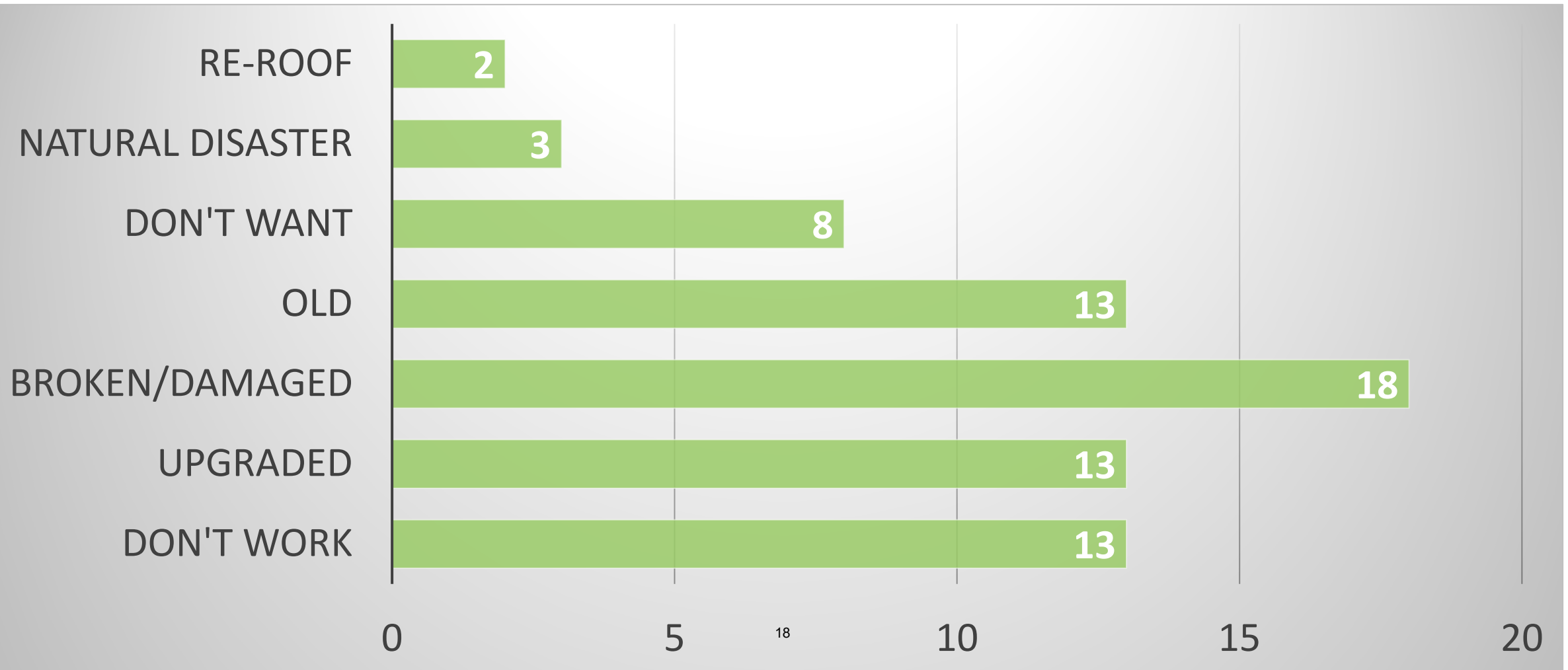
# SURVEY QUESTIONS



- Jurisdiction
- How many panels?
- Installation year
- Reason for disposal?
- Are they recalled?
- How did you hear about the event?
- Certify they are from Sonoma Co. Resident

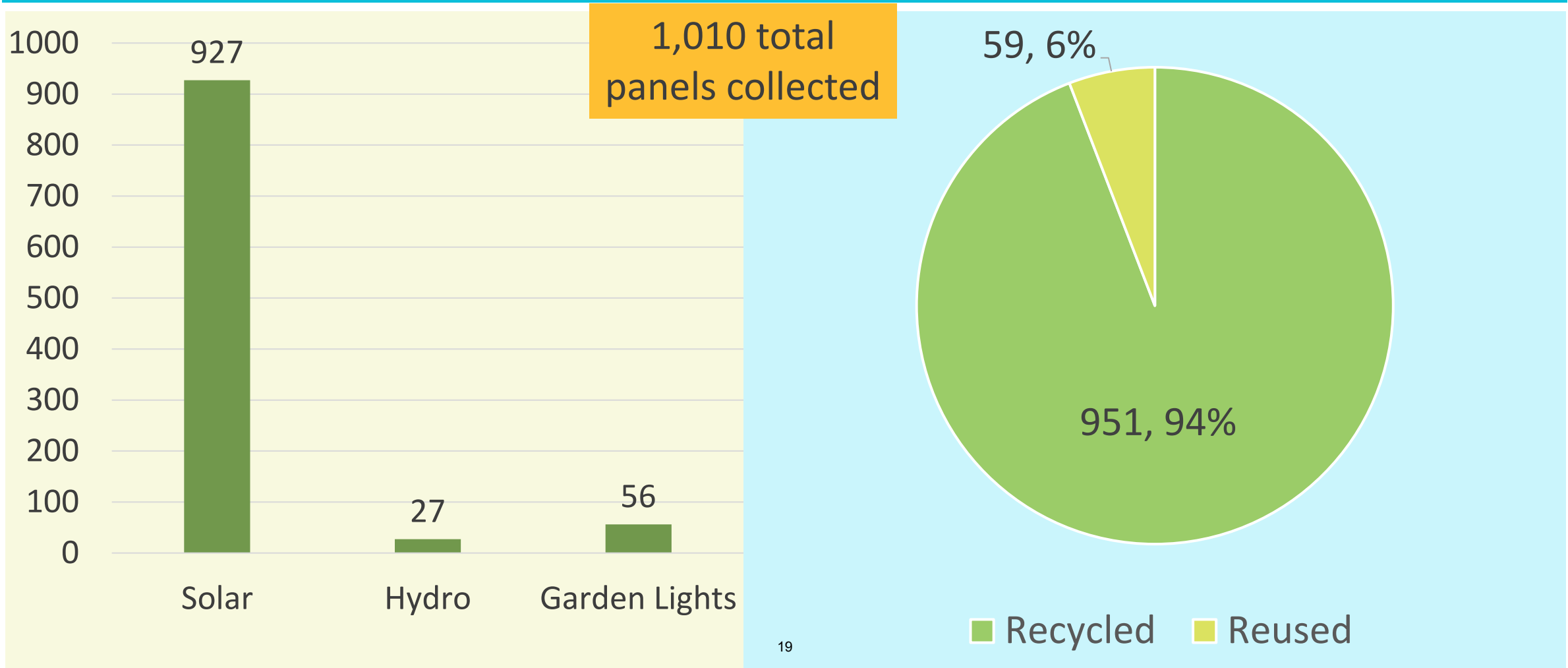


# CUSTOMER REASON FOR DISPOSAL





# COLLECTION DATA - UNIT COUNTS



# REUSE



Sonoma Academy



Local Mushroom Farm



# CHALLENGES





# CHALLENGES



- No businesses = no installation companies, haulers, or handy-businesses
- Customers can't carry panels
- Customers can't transport panels



# TAKEAWAYS



- Definitely need a collection program, need will grow
- Allow anybody to drop off panels
- Reuse is difficult
  - Who will install?
  - Are there enough matching units to make it worth it?
  - Liability if not installed correctly
- Pick-up program would be successful

# RECOGNITION AND INFO SHARING



- Presented project at:
  - CalRecycle Used Oil/HHW Symposium – 2023
  - Zero Waste Symposium – 2023
  - NAHMMA Conferences – 2023 & 2024
  - NCRA Recycling Update – 2024
  - HHW Information Exchange – 2025
- NAHMMA's Best New Program for ZWS's pilot solar panel collection program for 2024
- KRCB NorCal Public Media radio story





# QUESTIONS?

COURTNEY SCOTT

[COURTNEY.SCOTT@SONOMA-COUNTY.ORG](mailto:COURTNEY.SCOTT@SONOMA-COUNTY.ORG)

707-888-0476

[ZEROWASTESONOMA.GOV](http://ZEROWASTESONOMA.GOV)





Agenda Item #: 6  
Staff Contact: Pagal  
Agenda Date: 10/16/25  
Approved By: LL

## **ITEM: Approval of an Agreement with Cascadia Consulting to Conduct Technical Assistance for Education and Compliance with Disposable Food Service Ware Ordinances in Sonoma County**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Staff recommends the Board approve and authorize execution of an Agreement with Cascadia Consulting Group, Inc. to conduct technical assistance and education activities for compliance with Disposable Food Service Ware Ordinances in Sonoma County, in an amount not to exceed \$75,000, effective upon execution through June 30, 2026.

### **II. BACKGROUND**

As of 2023, all jurisdictions in Sonoma County have adopted a version of Zero Waste Sonoma's model Disposable Food Service Ware and Polystyrene Foam Ban Ordinance as a strategy to reduce landfill-bound waste and litter from single-use items. A request for proposals (RFP) to conduct technical assistance and education on these ordinances, with a budget of \$75,000, was approved as part of the FY 2025–26 budget by the Board at its February 2025 regular meeting.

At the August 2025 Board meeting, staff was directed to release the RFP.

The project objectives are to:

1. Identify and provide technical assistance to food service providers generating the highest volumes of disposable food ware, proportionally distributed by jurisdiction population.
2. Promote the use of compliant products and encourage waste reduction and long-term cost savings through reusable and “bring your own” (BYO) food ware options, even where not required by ordinance.
3. Collect data on outreach effectiveness, business adoption, barriers to compliance, and recommendations for improvement.
4. Apply an equity lens to ensure facilities owned or operated by historically underrepresented and disadvantaged communities are equally supported in achieving compliance.
5. Develop case studies of five (5) food service providers transitioning from single-use to reusable food ware, leveraging the ZWS Reuse Mini-Grant program.



### **III. DISCUSSION**

On August 21, 2025, staff issued the RFP to provide technical assistance and education to businesses affected by disposable food service ware ordinances countywide. Proposals were received from:

- Environmental Innovations, Inc. (Fairfax, CA)
- GHD Services, Inc. (Santa Rosa, CA)
- Cascadia Consulting Group, Inc. (Oakland, CA)

The proposals were reviewed and evaluated by Sloane Pagal, ZWS Zero Waste Program Manager; Xinci Tan, ZWS Organics Program Manager; and Marie Kneemeyer, Recology Public Education Manager. Of the three proposals, Cascadia Consulting Group received the highest overall score. A Proposal Scoring Matrix summarizing the evaluation results is attached.

The evaluation team recognized Cascadia's strong understanding of the local context, inclusive and equitable engagement strategies, and extensive experience managing similar waste reduction and compliance programs efficiently and cost-effectively.

### **IV. FUNDING IMPACT**

This project is funded through the Contingency Reserve, with \$75,000 allocated in the FY 2025–26 budget for this purpose.

### **V. ATTACHMENTS**

- Technical Assistance Project Proposal Scoring Matrix
- Cascadia Consulting Group Contract Resolution
- Agreement for Consulting Services to Conduct Technical Assistance for Compliance with Disposable food Ware Ordinances in Sonoma County
- Cascadia Consulting Group Scope of Work

## Food Ware Ordinance Technical Assistance Project

### Proposal Scoring Matrix

October 16, 2025

Proposer Name	Criteria 1	Criteria 2	Criteria 3	Criteria 4	Criteria 5	Total Score
<i>Weight</i>	<i>40%</i>	<i>20%</i>	<i>10%</i>	<i>30%</i>	<i>0%</i>	
Cascadia	5.00	5.00	4.33	5.00	3.00	<b>98.67</b>
Environmental Innovations	4.67	4.33	3.67	4.67	4.67	<b>90.00</b>
GHD Services Inc	3.00	3.00	2.67	4.00	4.67	<b>65.33</b>

#	Primary RFP Evaluation Criteria	Weight
<b>1</b>	Technical assistance approach	40%
<b>2</b>	Experience with providing technical assistance	20%
<b>3</b>	Assistance expected of AGENCY staff	10%
<b>4</b>	Scope of Work and Budget	30%
<b>5</b>	Changes to requested services or contract language	0%

Resolution No.: 2025-13

Dated: October 16, 2025

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") AUTHORIZING AN AGREEMENT FOR CONSULTING SERVICES TO CONDUCT TECHNICAL ASSISTANCE FOR EDUCATION ON DISPOSABLE FOOD WARE ORDINANCES IN SONOMA COUNTY WITH CASCADIA CONSULTING GROUP, INC. ("CONTRACTOR").

WHEREAS, the Contractor represents that it is duly qualified and experienced in conducting technical assistance for compliance with disposable food ware ordinances; and

WHEREAS, in the judgement of the Board of Directors of the Agency, it is necessary and desirable to employ the services of the Contractor to provide technical assistance in Sonoma County; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby authorize the Agency's Executive Director to execute an Agreement for Consulting Services to Conduct Technical Assistance for Education on Disposable Food Ware Ordinances with Cascadia Consulting Group, Inc.

MEMBERS:

-- Cloverdale	-- Cotati	-- County	-- Healdsburg	-- Petaluma
-- Rohnert Park	-- Santa Rosa	-- Sebastopol	-- Sonoma	-- Windsor

AYES: --      NOES: --      ABSENT: --      ABSTAIN: --

SO ORDERED

The within instrument is a correct copy  
of the original on file with this office.

ATTEST:                      DATE: October 16, 2025

---

Clerk of the Sonoma County Waste Management Agency  
Agency of the State of California in and for the  
County of Sonoma

# **AGREEMENT FOR CONSULTING SERVICES TO CONDUCT TECHNICAL ASSISTANCE FOR EDUCATION AND COMPLIANCE WITH DISPOSABLE FOOD WARE ORDINANCES IN SONOMA COUNTY**

---

This agreement ("Agreement"), dated as of October 16, 2025 ("Effective Date") is by and between the Sonoma County Waste Management Agency, (hereinafter "Agency"), and Cascadia Consulting Group, Inc. (hereinafter "Contractor").

## **RECITALS**

WHEREAS, Contractor represents that it is duly qualified and experienced in Consulting Services related to providing technical assistance; and

WHEREAS, in the judgment of the Board of Directors of the Agency, it is necessary and desirable to employ the services of Contractor to perform the necessary preparation and provision of technical assistance; and,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

## **AGREEMENT**

### **1. Scope of Services.**

1.1 **Contractor's Specified Services.** This Agreement is entered into for the purpose of performing consulting services related to the preparation for and provision of technical assistance. Contractor shall perform services as defined in Exhibit A, Scope of Services.

1.2 **Cooperation with Agency.** Contractor shall cooperate with the Agency and Agency staff in the performance of all work hereunder.

1.3 **Performance Standard.** Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If Agency determines that any of Contractor's work is not in accordance with such level of competency and standard of care, Agency, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with Agency to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time Agency, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from Agency.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Agency to be key personnel whose services are a material inducement to Agency to enter into this Agreement, and without whose services Agency would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of the Agency.

c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for the timely provision of adequately qualified replacements.

#### 2. Payment.

2.1 Contractor shall be paid \$75,000 for services rendered in accordance with tasks detailed in Section 1.1 above and in Exhibits A and B, upon monthly submission of progress reports, verified claims and invoices, in the amount of ninety percent (90%) of the work billed and approved. Payments shall be made in the proportion of work completed based upon progress reports to total services to be performed. Payment for satisfactory performance includes, without limitation, salary, fringe benefits, overhead, and profit.

2.2 Monthly progress reports shall be submitted by Contractor and shall identify the basis for determination of the percentage of completion, the number of hours for the month, by job classification, spent on work completed, the percent of work completed during the month, and total percent of work completed.

2.3 Final payment of the ten percent (10%) retention corresponding to specific tasks may be paid at the discretion of Agency within thirty-five (35) days after completion of all work for that specific task, and submission of a verified claim and invoice.

3. Term of Agreement. The term of this Agreement shall be from October 16, 2025 to June 30, 2026, unless terminated earlier in accordance with the provisions of Article 4 below.

3.1 The Agency Board of Directors authorizes the Executive Director the ability to extend the term of the agreement by up to six (6) months provided that the payment amount, as defined in Section 2, is unchanged.

#### 4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Agency shall have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days written notice to Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Agency may terminate this Agreement after written notice to Contractor, stating the reason for termination, when such failure remains uncured 20 days after such notice.

#### 4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to Agency all materials and work product subject to Section 9.9. If this Agreement is terminated, Agency shall pay Contractor for all work satisfactorily performed up to the date of termination, including all non-cancelable costs.

5. Indemnification. Contractor agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to Agency, and to defend, indemnify, hold harmless, reimburse and release Agency, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, liabilities and expense including, but not limited to, attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by Agency to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity to the extent caused by the negligent performance of willful misconduct of Contractor hereunder, but, to the extent required by law, excluding liability due to the sole negligence or willful misconduct of Agency.

6. Insurance. Subcontractor list should be provided to ZWS, and the subcontractors who are solely providing outreach to businesses using materials generated by ZWS, shall only be required to comply with automobile and workers compensation/employers liability insurance under this agreement. With respect to performance of work under this Agreement, Contractor shall maintain insurance as described below:

6.1 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits as required by the Labor Code of the State of California. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days' prior written notice to the Agency.

6.2 General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000.00) combined single limit for each occurrence. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:

- a. The Agency, its Board of Directors and staff, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
- b. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.
- c. The insurance provided herein is primary coverage to the Agency with respect to any insurance or self-insurance programs maintained by the Agency.
- d. This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.3 Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Contractor arising out of or in connection with this Agreement in an amount no less than One Million Dollars (\$1,000,000) per claim and in the aggregate. Said policy shall be endorsed with the following specific language:

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the Agency.

6.5 Documentation. The following documentation shall be submitted to the Agency:

- a. Properly executed Certificates of Insurance clearly evidencing all coverages, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Certificates of Insurance evidencing the above-required coverages, limits, and endorsements on file with the Agency for the duration of this Agreement.
- b. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.
- c. Upon Agency's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of the Agency's request.

6.6 Policy Obligations. Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. Agency, in its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, Agency may purchase such required insurance coverage, and without further notice to Contractor, Agency may deduct from sums due to Contractor any premium costs advanced by Agency for such insurance. These remedies shall be in addition to any other remedies available to the Agency.

7. Prosecution of Work. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not increase or decrease the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Agency's Executive Director in a form approved by Agency Counsel. All other extra or changed work must be authorized in writing by the Agency Board of Directors.



## 9. Representations of Contractor.

9.1 Standard of Care. Agency has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by Agency shall not operate as a waiver or release.

9.1.1 Change in Information. Contractor shall notify Agency thirty (30) days prior to any change to the information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, that is initiated by Contractor, or within seven (7) days of Contractor becoming aware of a change to the information provided pursuant to Section 10 of Exhibit A that was not initiated by Contractor.

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of Agency and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits provided to Agency staff. In the event Agency exercises its right to terminate this Agreement pursuant to Article 4, above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold Agency harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case Agency is audited for compliance regarding any withholding or other applicable taxes. Contractor agrees to furnish Agency with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement, as well as information provided pursuant to Section 10 of Exhibit A, Proposed Scope of Services, and shall make such documents and records available to Agency for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial

conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed by Contractor.

9.6 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.7 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.8 Assignment Of Rights. Contractor assigns to Agency all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to Agency in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Agency may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Agency. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Agency.

9.9 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Agency. Agency shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to Agency all such documents which have not already been provided to Agency in such form or format as Agency deems appropriate. Such documents shall be and will remain the property of Agency without restriction or limitation. However, any modification or reuse of the documents for purposes other than those intended by this Agreement shall be at the Agency's sole risk and without liability to Contractor. Contractor may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Agency. Subject to Agency's rights in Articles 9.8 and 9.9, any pre-existing work product, trade secrets, know-how, methodologies, and

processes related to Contractor's services shall remain the sole and exclusive property of Contractor, and Contractor shall own all proprietary and intellectual property rights inherent therein and appurtenant thereto (collectively "Contractor Materials"), except as may be provided in specific Work Orders. If, in the course of Contractor's engagement with Agency, Contractor uses, provides, or incorporates into any deliverables or work product any Contractor Materials, Contractor will grant Agency a non-exclusive, royalty-free, worldwide, nontransferable license to use for Agency's internal business purposes any Contractor Materials contained in any deliverables or work product, in order to fulfill the purpose of this Agreement.

10. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

11. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, and bills, and payments shall be made in writing and shall be given by personal delivery, email, or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

Agency: Zero Waste Sonoma  
Attention: Sloane Pagal  
2300 County Center Drive, Suite B-240  
Santa Rosa, CA 95403  
Email: [sloane.pagal@sonomacounty.gov](mailto:sloane.pagal@sonomacounty.gov)  
Phone: (707) 292-3707

Contractor: Cascadia Consulting Group  
Attention: Alejandro Paredes  
Address: 300 Frank H. Ogawa Plaza, Suite 246  
City, State, Zip: Oakland, CA 94612  
Email: [alejandro@cascadiaconsulting.com](mailto:alejandro@cascadiaconsulting.com)  
Phone: 206-343-9759

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail, (2) the sender has a written confirmation of the facsimile transmission, and (3) the facsimile is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the

names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

### 13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section

1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AGENCY: SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: \_\_\_\_\_  
Executive Director

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO SUBSTANCE BY  
AND CERTIFICATES OF INSURANCE  
ON FILE WITH:

By: \_\_\_\_\_  
Executive Director, AGENCY

APPROVED AS TO FORM FOR AGENCY:

By: \_\_\_\_\_

### **Account selection**

- ZWS will provide a list of food facilities in the county with business name, site and mailing addresses, and any other available information.
- ZWS will provide any available supplementary data that supports accurate assessment of the prioritization criteria. This includes generator size (to assess quantity of disposables used) and business type (to include diverse types), as well as consulting on possible “cluster” groupings.
- ZWS will provide all available information to inform the equity analysis such as demographic information and any previous studies or surveys.
- ZWS will share insights from Environmental Health, jurisdictional staff, and franchised haulers, where available, to confirm account accuracy and operational context.

### **Outreach materials, Coordination & Communications, and Case Studies**

- ZWS will provide the established list of vendors, Reuse Mini-Grant, purchasing guide, and any relevant education and outreach materials already created.
- ZWS will share schedules of relevant public meetings or community events where optional outreach could be integrated.
- ZWS will provide branding guidelines, logos, and style requirements to ensure case studies are consistent with ZWS branding and communications.

## **Question 4: Scope of work and budget**

### **Task 1. Project Management, Reporting, and Evaluation**

#### **TASK 1.1 KICK-OFF MEETING**

We are firm believers that proactive planning lays the foundation for project success. Upon receiving a fully executed agreement from ZWS, we will convene a kick-off meeting to launch the project. We will use this meeting to discuss program scope, expectations, goals, priorities, and any immediate concerns. We will also reference our recently completed technical assistance project with ZWS and explore any other past efforts that may inform our work. We'll discuss the Cascadia team's proposed strategies, ensuring we address known barriers to participation, balance efficiency with account selection criteria, and achieve the right mix of case studies.

For the initial kick-off meeting, we propose including key client team members and consultant staff. Cascadia will develop an agenda that will divide the meeting into two parts: (1) Technical Assistance and (2) Case Studies. With this approach, if ZWS team members are specialized for different tasks or kickoff timelines differ, this meeting could be split into two separate meetings. Agenda items could include the following:

#### **Technical Assistance: Disposable Food Ware and Polystyrene Foam Ban Ordinance Compliance and Support for Transitions to Reusables**

- Confirm TA scope, timeline, and deliverables and define ZWS's vision for success
- Review jurisdictional variations to the Disposable Food Ware and Polystyrene Foam Ban Ordinance



- Review ZWS and Cascadia's recent past experiences working with generators including lessons learned and best practices from the 2023-2025 TA project
- Review the Reuse Mini-Grant administration process
- Review existing resources and available materials and provide recommendations for additional resources that may be helpful for food facilities
- Orient to the SMART1383 platform
- Confirm the key recordkeeping information and data categories to collect and document during outreach
- Discuss account prioritization criteria and relative weighting for TA and case studies
- Discuss optional workshop and media awareness ideas

### **Case Study Development**

- Define ZWS' vision for success
- Confirm case studies scope, timeline, and deliverables
- Confirm integrated TA approach to case study recruitment and development
- Review roles and collaboration with ZWS communications team

#### **Task 1.1 Deliverables:**

- *Kick-off meeting agenda*
- *Summary meeting notes*
- *Revised scope and timeline, as needed*

### **TASK 1.2 COORDINATION MEETINGS**

We will convene 30-minute monthly meetings for project communication and coordination. The meetings will include ZWS and the consulting team's project leads to discuss progress toward goals, receive any updates from ZWS, troubleshoot any problems that arise, discuss progress outlined in quarterly reports, share highlight accounts, and go over lessons learned from the field.

We propose coordination meetings with haulers as follows:

- 1-hour kickoff meeting with the 3 local franchised haulers (Recology Sonoma Marin, Sonoma County Resource Recovery, and Sonoma Garbage Collectors).
- Meetings as needed with haulers depending on number of food facilities receiving TA in their areas. Meetings may be dedicated check ins or inclusion in the regular monthly meeting.

#### **Task 1.2 Deliverables:**

- *Coordination meeting agendas*
- *Summary meeting notes and follow-up actions*

### **TASK 1.3 PROJECT MANAGEMENT**

Our Project Manager will keep our team on track to ensure we are meeting project goals and deadlines, ensure quality deliverables and reporting, and communicate regularly with the ZWS team to get feedback and keep key stakeholders current on progress towards milestones and deliverables.

Cascadia will use Deltek™ Vantagepoint and SmartSheet project management software systems to track the project's progress and financial health in real time. Deltek™ allows daily desktop access to current budget and cost status for each phase and task of our projects. Labor and cost data are continuously updated, allowing real-time status of expenditures on each task, as well as detailed staff resource scheduling and forecasting.

Backed by our financial and accounting team, we provide detailed monthly invoices for client review and approval that will include information such as hours worked, billings, and percentage of work completed by task. Our system also helps us track and provide updates to our partners as necessary.

**Task 1.3 Deliverables:**

- *Monthly invoices*

**TASK 1.4 REPORTING**

**(1) Quarterly progress reports**

- Create a quarterly report template. Confirm categories, depth, and due dates with ZWS.
- Develop and submit quarterly reports summarizing project results to date. For efficiency, we propose sourcing report content from the SMART1383 platform and coordination meeting summaries.

**(2) Final report**

- Create a final report template. Confirm content, structure, level of detail, and due date with ZWS.
- Comprehensive final report will summarize performance metrics, lessons learned, and recommendations for future initiatives, including:
  - All tasks completed
  - Results reported against measurable success criteria, broken down by jurisdiction
  - Spreadsheet with points of contact for all food facilities the contractor used, including name, email address, phone numbers, site address, and mailing address
  - Hours spent
  - Lessons learned
  - Follow-up plan for all food facilities

**(3) Final presentation**

- One presentation delivered live (in-person or virtual) to the AGENCY Board during a public meeting as a supplement to the Final Report following the conclusion of this project.
- Presentation deck shall be ADA compliant.

**Assumption:** ZWS will provide guidance on reporting needs and provide prompt feedback on templates and reports. ZWS will collaborate on the content and structure of the final presentation.

**Task 1.4 Deliverables:**

- *Report templates*
- *Quarterly reports*
- *Final report*
- *Presentation*

## **Task 2. Food Facilities Engagement, Education, and Support**

### **TASK 2.1 ACCOUNT PRIORITIZATION AND EQUITY ASSESSMENT**

As described in detail in Question 1 above, the Cascadia team will develop selection criteria, generate lists of businesses including information about each such as type and location, apply criteria to prioritize businesses for outreach, and perform an equity assessment. We will review, discuss, and finalize the list with ZWS, ensuring approval prior to launching technical assistance.

Prior to launching technical assistance, the consultant team will gather and review all existing ZWS materials in the outreach toolkit. We will identify, discuss, and recommend changes or additions, if needed.

**Task 2.1 Deliverables:**

- *Account prioritization*
- *Equity assessment*
- *Material review and recommendations*

### **TASK 2.2 TECHNICAL ASSISTANCE**

Once approved, the Cascadia team will launch technical assistance across the county. As described in Question 1 above, we will coordinate closely to maximize efficiency, assign staff to ensure consistency and responsiveness, provide in-language support when needed, work closely with haulers, and identify potential case study opportunities whenever possible.

Outreach will begin with identifying the best contact at each business and conducting calls or visits, depending on probable effectiveness as described in Question 1. Outreach specialists will assess business needs and provide assistance with local ordinance requirements and best practices for compliance, transition to reusables, and use of safe and hygienic BYO programs for takeout services, as appropriate based on team member observations, business knowledge, needs, and interest.

All activities, observations, challenges, and opportunities will be carefully tracked in the SMART1383 platform and included for analysis and discussion in quarterly reports and coordination meetings.

The outreach team will conduct a monthly 30-minute team check-in as needed to coordinate technical assistance, troubleshoot challenges, identify opportunities, celebrate successes, share best practices, and prepare for reporting.

As budget allows, the Cascadia team may also identify opportunities for public education on the local food service ware ordinances, and encourage participation with the ZWS web-based complaint report form.

This would consist of conducting a social media campaign in English and Spanish, with posts about the ordinance, celebration of successes, and publicizing the complaint form.

Additionally, as budget allows, the Cascadia team will host informational webinars and workshops. This would consist of creating a recorded video resource in English and Spanish that can be shared by a wide variety of stakeholders such as haulers, jurisdictions, and zero waste advocates.

Again, as budget allows and if the contract is extended, the Cascadia team would integrate a workshop into October 2026 Zero Waste Week, join the annual Recology Village for tabling outreach, engage the Latinx hub to provide services to entrepreneurs and small businesses and create a workshop in Spanish for the economic development group. We would also propose working with local chambers of commerce to conduct a workshop for interested food facilities.

**Task 2.2 Deliverables:**

- *Technical assistance to businesses*
- *Ongoing activity tracking*
- *Team check-ins*
- *Optional ordinance and complaint publicity as budget allows*
- *Optional webinars and workshops as budget and schedule allow*

## **Task 3. Education and Outreach to Food Service Ware Vendors / Suppliers**

The Cascadia team will begin this task by identifying vendors and providers of food service ware and packaging in Sonoma County. We will create a list of 6 local vendors, including suppliers and businesses selling bulk supplies, for example, Costco and Walmart, and confirm the list with ZWS.

We will review existing outreach and education materials and propose additions to ZWS, if needed. Once materials are ready, we will conduct outreach to inform businesses about key aspects of the local ordinances, how they can comply as retailers, and how to support local food and beverage businesses in their compliance efforts.

Outreach activities will consist of identifying the appropriate contact, conducting one on one site visit to assess current stock, levels of compliance and awareness, and providing education and outreach materials. We will conduct up to one follow up if needed.

**Task 3 Deliverables:**

- *List of vendors and suppliers*
- *Material review and recommendations*
- *Outreach*
- *Ongoing activity tracking*

## **Task 4. Reusables Case Studies**

As described in detail in Question 1, Cascadia proposes an integrated approach to identify candidates for case studies and support meaningful reusables transitions.

We will begin case study development by creating a template reflecting the content ideas discussed in the kick-off meeting including, for example, quotes, motivations and benefits, material changes, challenges overcome, quantified resources saved, and financial savings.

We will collaborate with ZWS to develop a list of priority food facility types to highlight, explore the “cluster” approach described in Question 1 above, and integrate case study criteria and priorities into the initial account prioritization.

In the course of technical assistance we will consistently promote reuse and recruit case study participants, and when case study participants are confirmed, we will gather qualitative and quantitative data.

We will conduct audits to analyze the food service ware used pre and post transition, indicating the estimated number of disposable items avoided, weight of trash prevented from landfill, and annual net cost savings after the calculated payback period.

We will produce 5 visually appealing case studies that celebrate successes and can inspire and inform a wide variety of other businesses in the future.

#### **Task 4 Deliverables:**

- *List of candidate businesses*
- *Case study template*
- *Audits and compiled information and data*
- *Five case studies*

## Budget and Timeline

	Nov	Dec	Jan	Feb	Mar	Apr	May	June
<b>Kickoff</b>	X							
<b>Account Prioritization</b>	X	X						
<b>Vendor outreach</b>	X	X						
<b>Case Studies</b>		X	X	X	X	X	X	
<b>Technical Assistance</b>		X	X	X	X	X	X	
<b>Reporting</b>		X		X		X		X
<b>PM</b>	X	X	X	X	X	X	X	X

Task	Est. Hours	Expenses	Cost
<b>1. Project Management &amp; Reporting</b>	<b>103</b>		<b>\$16,812</b>
1.1 Kickoff Meeting	5		\$829
1.2 Coordination Meetings	28		\$4,524
1.3 Project Management	17		\$3,430
1.4 Reporting	53		\$8,029
<b>2. Food Facilities Engagement, Education, and Support</b>	<b>448</b>		<b>\$49,576</b>
2.1 Account Prioritization & Equity Assessment	22		\$3,351
2.2 Technical Assistance	426	\$1340	\$46,225
<b>3. Education and Outreach to Food Service Ware Vendors / Suppliers</b>	<b>22</b>		<b>\$1,771</b>
<b>4. Reusables Case Studies</b>	<b>52</b>		<b>\$6,840</b>
<b>TOTAL</b>	<b>625</b>		<b>\$75,000</b>

## Question 5: Are there any exceptions or changes to the requested services or contract language?

Our legal team has reviewed the Sample Agreement, and we are including a revised version that includes requested edits as highlights and comments (attached with Exhibit C). Many of these edits were previously approved and incorporated in our prior agreement for Commercial Technical Assistance with ZWS in 2023. Our changes to the contract language are summarized below:



Agenda Item #: 7  
Staff Contact: Collard  
Agenda Date: October 16, 2025  
Approved By: LL

## **ITEM: Approval of the Purchase and Budget Adjustment for 195 Concourse Blvd., Santa Rosa, CA**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

- Approve a resolution authorizing the purchase approximately 0.91 acres located at 195 Concourse Blvd., Santa Rosa ("Property").
- Approve a budget adjustment transferring appropriations for the purchase from the Organics Reserve Fund (\$1,260,000) and the Debt Servicing Reserve Fund (\$840,000).
- Authorize the Executive Director to execute all necessary documents to complete the property purchase.

### **II. BACKGROUND**

The County of Sonoma plans to redevelop the aging Government Center which currently houses ZWS's office. Demolition of existing facilities is anticipated to begin in late 2026, with full project completion expected by 2030. Although ZWS has not yet been provided a specific timeline for the demolition of its current office space, it is expected to occur within the next several years. In anticipation of this transition, staff included the design of office space adjacent to the new HHW facility to give the Board the option of considering whether to construct a dedicated ZWS Headquarters, complete with office, board, and event/educational space. After evaluating the cost of construction of a new headquarters, staff determined that purchasing an existing office building is a more cost-effective and timely solution.

### **III. DISCUSSION**

Zero Waste Sonoma has entered into negotiations with the property owner to purchase the approximate .91-acre Property for a purchase price of \$2,100,000. The Property is known as Sonoma County Assessor's Parcel APN 059-360-001, consisting of office space (approximately 8,000 sq. ft.) off of Airport Blvd. in Santa Rosa.

To ensure due diligence, staff contracted for the following assessments, all of which are included as attachments:

1. Property inspection
2. HVAC inspection
3. Pest inspection
4. Tenant improvement estimate (G.C. General Engineering)
5. ISD assessment of IT and A/V needs
6. Phase I Environmental Site Assessment



#### Inspection Findings and Estimated Costs:

- Roof repair - \$20,000 - \$25,000
- Gutter repair – \$8,000
- HVAC – \$36,459 - \$119,478
- Termites – \$2,650

#### Tenant Improvements:

Staff met with G.C. General Engineering to assess modifications needed to make the office and board room functional for agency operations. The primary improvements include upgrades to the board chambers and kitchen areas. The estimated range for tenant improvements is between \$166,500 - \$311,000 (not including design or permit costs).

#### Information Systems Department (ISD) Upgrades:

Staff also met with the County's ISD department to assess the site for our IT needs. Fortunately, two prior tenants in the building were county departments, so the networking infrastructure is already in place, but equipment and wiring will still need to be done. The estimate for the basic upgrades and move is \$67,903. ISD confirmed that it traditionally takes approximately three months to have all the systems set-up and running, but since some of the equipment is already in the building, it may happen quicker. ISD reviewed the Board Chambers and estimate the installation of A/V technology would be approximately \$75,000.

#### Statutory Compliance:

ZWS operates as a joint powers authority in accordance with laws applicable to Sonoma County. Per California Government Code Section 25350, the Board must publish a notice of its intent to purchase real property. The required notice, including property description, price, seller, and meeting details, was published in a local newspaper once per week for three successive weeks prior to this meeting.

#### **IV. FUNDING IMPACT**

The total purchase price of \$2,100,000 will be funded through the use of existing reserve funds as follows:

- Organics Reserve Fund – \$1,260,000
- Debt Servicing Reserve Fund – \$840,000

However, due to the inspection findings, staff is in discussion with the seller on a reduced purchase price, which is being negotiated based on updated cost estimates to fix the findings. Staff will provide an update to the proposed purchase price at the meeting, but in no event will the purchase price exceed \$2,100,000

## **V. ATTACHMENTS**

1. Purchase Resolution
2. Budget Adjustment Resolution
3. Reports
  - a. Property Inspection
  - b. HVAC Quotes
  - c. Pest Report
  - d. Tenant Improvement Quote
  - e. ISD Quote
4. Proof of Publication

Dated: October 16, 2025

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY (“AGENCY”) AUTHORIZING  
THE ACQUISITION OF REAL PROPERTY LOCATED AT 195 CONCOURSE BLVD., SANTA ROSA, CA AND  
ASSOCIATED BUDGET ADJUSTMENT

WHEREAS, the Agency desires to purchase property as a potential site for future use as office space consistent with the Agency’s purpose and operations;

WHEREAS, the Agency has identified the property located at and commonly known as 195 Concourse Blvd., Santa Rosa California (APN 059-360-001), a potential site for the Agency’s future use;

WHEREAS, the owner of the Property is 195 CONCOURSE BLVD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (the “Seller”), and Seller desires to sell the Property;

WHEREAS, Agency staff have conducted negotiations with the Seller regarding a potential purchase of the Property and finalized a tentative agreement with the Seller to present to the Agency for consideration and approval;

WHEREAS, Agency staff caused to be published a Notice of Intent to acquire the Property in accordance with Government Code section 25350;

WHEREAS, the approval the Purchase and Sale Agreement and consummation of the transaction contemplated thereby is not a “project” under the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) (“CEQA”); and,

WHEREAS, the Agency determines that the acquisition of the Property in accordance with the terms and conditions set forth in the Purchase and Sale Agreement tentatively agreed to by Agency Staff and Seller would benefit the Agency and its constituent members, in accordance with the Agency’s governing Joint Powers Agreement.

WHEREAS, ZWS approved Zero Waste Sonoma Fiscal Year 2025/26 Budget by Supermajority vote on March 20, 2025; and

WHEREAS, staff recommends increasing the Fiscal Year 2025/26 account 19831 Capital Building & Improvements in Organics Reserve Fund Budget for (\$1,260,000) and Debt Servicing Reserve Fund (\$840,000); and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zero Waste Sonoma does hereby approve the adjustment to the Fiscal Year 2025-26 Budget.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby resolve and find as follows:

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. Findings.** The acquisition of the Property pursuant to the Purchase and Sale Agreement is authorized by the Joint Exercise of Powers Agreement for the Sonoma County Waste

Management Agency, as amended and restated as of March 1, 2017, and applicable state law, and consistent with the Agency's authorized purposes.

**Section 3. CEQA Compliance.** Agency staff has determined that the approval of the Purchase and Sale Agreement and consummation of the transaction is not approval of a project under CEQA because: (1) the conveyance does not authorize any actions that may directly or indirectly impact the environment; (2) the Purchase and Sale Agreement does not approve or commit the District to approving any future development; and (3) the District has and will make any proposed future development subject to appropriate review under CEQA. The approval of the Purchase and Sale Agreement and acquisition of the Property are therefore exempt from further review under CEQA pursuant to State CEQA Guidelines Section 15004(b)(2) and 15060(c)(3), because it is not approval of a project as defined by the CEQA Guidelines, Section 15378. Accordingly, the Agency Clerk is authorized and directed to file a Notice of Exemption with the appropriate official of the County of Sonoma, California, within five (5) days following the date of adoption of this Resolution.

**Section 4. Approval of Agreement.** The Agency's Board of Directors hereby approves the purchase of the Property for a purchase price not to exceed \$2,100,000, and authorizes the Agency's Executive Director to sign and enter into all agreements necessary to effectuate such purchase and to take any other actions required to effectuate the purchase of the property.

**Section 5. Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Board of Directors declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon its adoption.

MEMBERS:

-- Cloverdale	-- Cotati	-- County	-- Healdsburg	-- Petaluma
-- Rohnert Park	-- Santa Rosa	-- Sebastopol	-- Sonoma	-- Windsor

AYES: --      NOES: --      ABSENT: --      ABSTAIN: --

SO ORDERED

The within instrument is a correct copy  
of the original on file with this office.

ATTEST:                      DATE: October 16, 2023

\_\_\_\_\_  
Clerk of the Sonoma County Waste Management Agency  
Agency of the State of California in and for the  
County of Sonoma

**EXHIBIT A**

**PURCHASE AND SALE AGREEMENT**

**(SEE FOLLOWING PAGES)**

### COUNTER OFFER FROM SELLER Number 1

In response to the Offer concerning the real property located at 195 Concourse Blvd., Santa Rosa, CA 95403, made by Sonoma County Waste Management Agency, and herein referred to as Buyer, dated September 5, 2025 the following Counter Offer is hereby submitted:

1. Seller prefers to leaseback the approximately 2,000± sf northeast corner of the building (or 2,000± sf office space per mutual agreement) for three (3) years commencing upon the close of escrow on the following terms:
  - \$1.90 psf Full Service with 3% annual rent increases on lease commencement anniversary date.
  - Lessee shall have a 1-Year Option to Extend at 3% above rent for month 36. Lessee to provide six (6) months written notice to Lessor to terminate/vacate.
  - Square footage to be verified by Lessor and Lessee prior to lease execution.
  - Lessee to have access to a break/lunch room area TBD.
  - Lease to be fully executed on or before the close of escrow.
2. Close of Escrow shall be within five (5) business days after Board Approval on October 16, 2025.
3. Sales Commission shall be five percent (5%) payable upon the close of escrow. Said commission shall be split 50% / 50% between Listing Agent and Selling Agent.
4. Note cross-outs in Paragraph 30, Time, and Paragraph 37, Broker Compensation, of Purchase Contract.
5. **MULTIPLE OFFERS & RIGHT TO ACCEPT OTHER OFFERS:**  
Seller has received multiple offers for the subject Property. Buyer is advised that Seller responded to a prior offer. Seller reserves the right to accept or reject any received and accepted counter offer and to choose the final accepted counter offer or a new offer for the subject property. If Buyer accepts this Counter Offer, it shall not be deemed accepted by Seller and shall not be considered valid contract until Seller counter-signs this Counter Offer designating and confirming Seller's acceptance.
6. **Proof of Funds:** Buyer to provide proof of funds acceptable to Seller within five (5) business days from receipt.

**OTHER TERMS:** All other terms to remain the same.

**RIGHT TO ACCEPT OTHER OFFERS:** Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this Counter Offer. Acceptance shall not be effective until a copy of this Counter Offer, dated and signed by Buyer, is received by Seller or Michael Flitner with Keegan & Coppin Co., Inc., the Agent of the Seller.

If accepted by both Buyer and Seller, the above Counter Offer terms shall supersede any contrary terms in the Purchase Offer dated September 5, 2025.

Docusign Envelope ID: 70885125-6A56-43E0-828D-9B26EA62F66B

Docusign Envelope ID: B20322B9-4F31-4CB6-93F7-92DD5818AE49

Docusign Envelope ID: A85A64D1-3F99-4BE3-9A81-4966302505AF

EXPIRATION: This Counter Offer shall expire unless written acceptance is delivered to Seller or his/her agent on or before ~~3:00 o'clock p.m. on September 9, 2025.~~ 5:00 o'clock p.m. on September 10, 2025

Seller Signed by:  
Walt Johnson  
8AD52E84804D492...

Date 9/8/2025 | 5:09 PM PDT

Initial  
WJ

Seller \_\_\_\_\_

Date \_\_\_\_\_

The undersigned Buyer accepts the above Counter Offer, subject to Seller's acceptance and agreement to the attached Revised Addendum #3 dated September 9, 2025.

Buyer Signed by:  
Leslie Lukacs  
A5CD54933B404F1...

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date 9/9/2025 | 2:46 PM PDT

Receipt of acceptance is hereby acknowledged.

Seller Signed by:  
Walt Johnson  
8AD52E84804D492...

Date 9/10/2025 | 1:16 PM PDT



## ADDENDUM Number FOUR (4)

In regard to the Offer to Purchase or the Lease dated Sept. 9, 2025 concerning the property located at  
195 Concourse Boulevard, Santa Rosa, CA 95403

between Seller or Lessor 195 Concourse Blvd LLC

and Buyer or Lessee Sonoma County Waste Management Agency

**the following ADDENDUM is submitted:**

1. The Sale/Leaseback terms in Paragraph 1 on the Counter Offer from Seller to Sonoma County Waste Management Agency dated September 9, 2025 shall supersede the terms in Paragraph 4 of Addendum Number 3 dated September 9, 2025.

2. Receipt of Buyer's acceptance of the Counter Offer from Seller to Sonoma County Waste Management Agency dated September 9, 2025 is hereby acknowledged subject to Buyer's acceptance and agreement of Addendum #4 dated September 10, 2025.

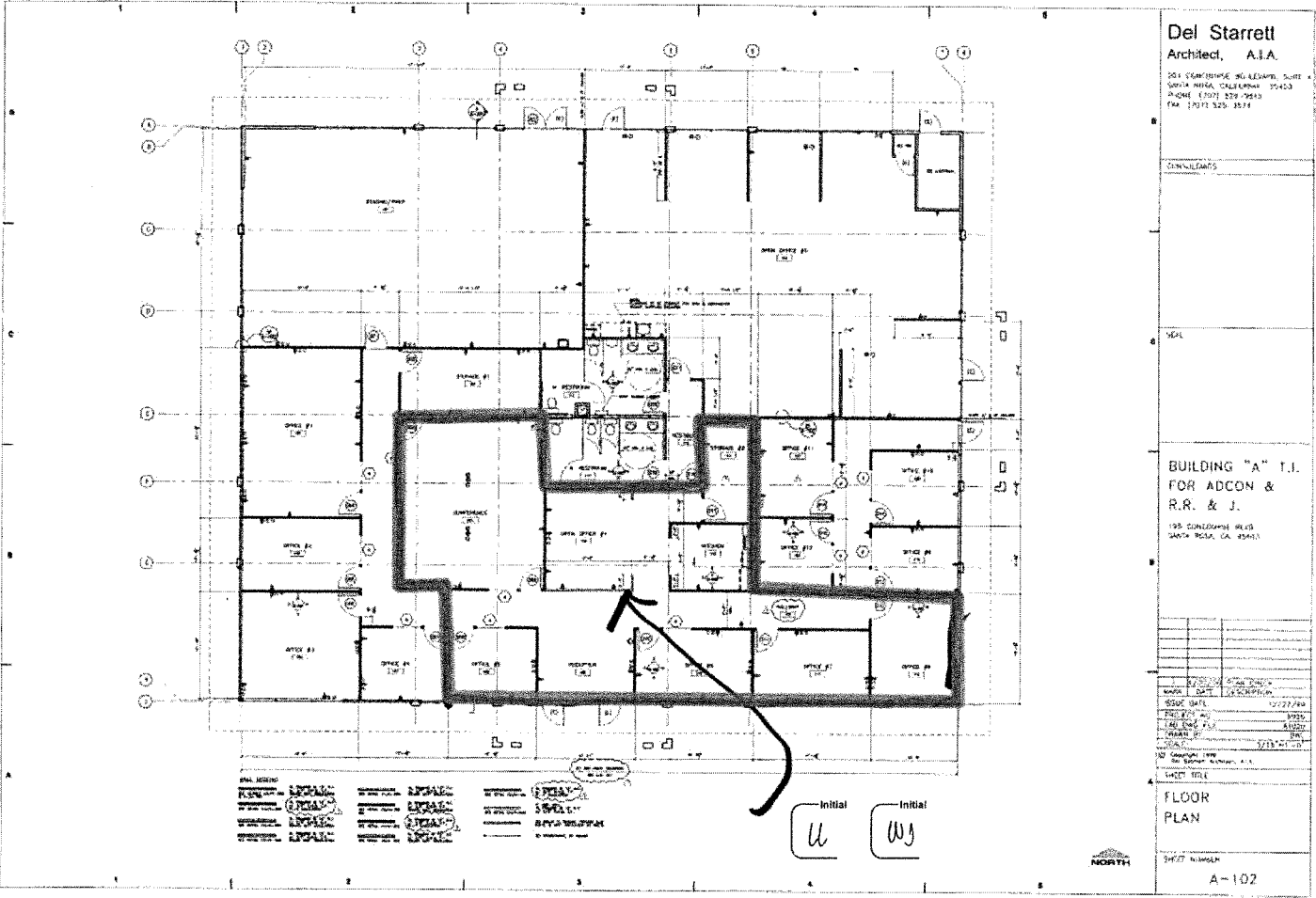
**OTHER TERMS:** All other terms to remain the same.

The parties agree to incorporate the provisions of this Addendum as part of the Purchase or Lease described:

Signed by:  
 Buyer/Lessee Signature Leslie Lukacs Date 9/10/2025 | 2:53 PM PDT Time \_\_\_\_\_  
A3CD54933B404F1...  
 Buyer/Lessee Leslie Lukacs  
 Buyer/Lessee Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
 Buyer/Lessee \_\_\_\_\_

Signed by:  
 Seller/Lessor Signature Walt Johnson Date 9/10/2025 | 1:16 PM PDT Time \_\_\_\_\_  
8AD52E84804D492...  
 Seller/Lessor \_\_\_\_\_  
 Seller/Lessor Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
 Seller/Lessor \_\_\_\_\_

Docusign Envelope ID: 70885125-6A56-43E0-828D-9B26EA62F66B



## COUNTER OFFER FROM SELLER Number 1

In response to the Offer concerning the real property located at 195 Concourse Blvd., Santa Rosa, CA 95403, made by Sonoma County Waste Management Agency, and herein referred to as Buyer, dated September 5, 2025 the following Counter Offer is hereby submitted:

1. Seller prefers to leaseback the approximately 2,000± sf northeast corner of the building (or 2,000± sf office space per mutual agreement) for three (3) years commencing upon the close of escrow on the following terms:
  - \$1.90 psf Full Service with 3% annual rent increases on lease commencement anniversary date.
  - Lessee shall have a 1-Year Option to Extend at 3% above rent for month 36. Lessee to provide six (6) months written notice to Lessor to terminate/vacate.
  - Square footage to be verified by Lessor and Lessee prior to lease execution.
  - Lessee to have access to a break/lunch room area TBD.
  - Lease to be fully executed on or before the close of escrow.
2. Close of Escrow shall be within five (5) business days after Board Approval on October 16, 2025.
3. Sales Commission shall be five percent (5%) payable upon the close of escrow. Said commission shall be split 50% / 50% between Listing Agent and Selling Agent.
4. Note cross-outs in Paragraph 30, Time, and Paragraph 37, Broker Compensation, of Purchase Contract.
5. **MULTIPLE OFFERS & RIGHT TO ACCEPT OTHER OFFERS:**  
Seller has received multiple offers for the subject Property. Buyer is advised that Seller responded to a prior offer. Seller reserves the right to accept or reject any received and accepted counter offer and to choose the final accepted counter offer or a new offer for the subject property. If Buyer accepts this Counter Offer, it shall not be deemed accepted by Seller and shall not be considered valid contract until Seller counter-signs this Counter Offer designating and confirming Seller's acceptance.
6. **Proof of Funds:** Buyer to provide proof of funds acceptable to Seller within five (5) business days from receipt.

**OTHER TERMS:** All other terms to remain the same.

**RIGHT TO ACCEPT OTHER OFFERS:** Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this Counter Offer. Acceptance shall not be effective until a copy of this Counter Offer, dated and signed by Buyer, is received by Seller or Michael Flitner with Keegan & Coppin Co., Inc., the Agent of the Seller.

If accepted by both Buyer and Seller, the above Counter Offer terms shall supersede any contrary terms in the Purchase Offer dated September 5, 2025.

**EXPIRATION:** This Counter Offer shall expire unless written acceptance is delivered to Seller or his/her agent on or before 3:00 o'clock p.m. on September 9, 2025.

Seller Signed by: Walt Johnson Date 9/8/2025 | 5:09 PM PDT  
8AD52E84804D492...

Seller \_\_\_\_\_ Date \_\_\_\_\_

The undersigned Buyer accepts the above Counter Offer, *subject to Seller's acceptance and agreement to the attached Revised Addendum #3 dated September 9, 2025.*

Buyer Signed by: Leslie Lukacs Date \_\_\_\_\_  
A5CD54933B404F1...

Buyer \_\_\_\_\_ Date 9/9/2025 | 2:46 PM PDT

Receipt of acceptance is hereby acknowledged.

Seller Signed by: Walt Johnson Date 9/10/2025 | 1:16 PM PDT  
8AD52E84804D492...

## ADDENDUM Number 3

In regard to the Offer to Purchase or the Lease dated 09/09/25 concerning the property located at  
195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)

between Seller or Lessor \_\_\_\_\_

and Buyer or Lessee Sonoma County Waste Management Agency

**the following ADDENDUM is submitted:**

1. Purchase and Sale Agreement is contingent upon approval by the Board of Directors. The agreement will be presented to Buyer's Board in closed session on September 18, 2025. If the Board directs Staff to proceed with the purchase, Buyer must publish in the newspaper once per week for three weeks before the Board may approve the purchase. The Board Approval would then be removed upon approval by the Board at the October 16, 2025 Board meeting.
2. Buyer's initial deposit of \$25,000 to be placed into escrow within (3) business days of staff direction at the Board on September 18, 2025.
3. Buyer's inspection conditions to commence upon September 18, 2025 Board approval.
4. Sale/Lease Back: Seller shall have the option to lease back space in the building subject to terms agreed to by the two parties during the escrow period.

**OTHER TERMS:** All other terms to remain the same.

The parties agree to incorporate the provisions of this Addendum as part of the Purchase or Lease described:

Signed by:  
Buyer/Lessee Signature Leslie Lukacs Date 9/9/2025 | 2:46 PM PDT Time \_\_\_\_\_  
A5CD54933B404F1...  
Buyer/Lessee Leslie Lukacs, its Executive Director

Buyer/Lessee Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

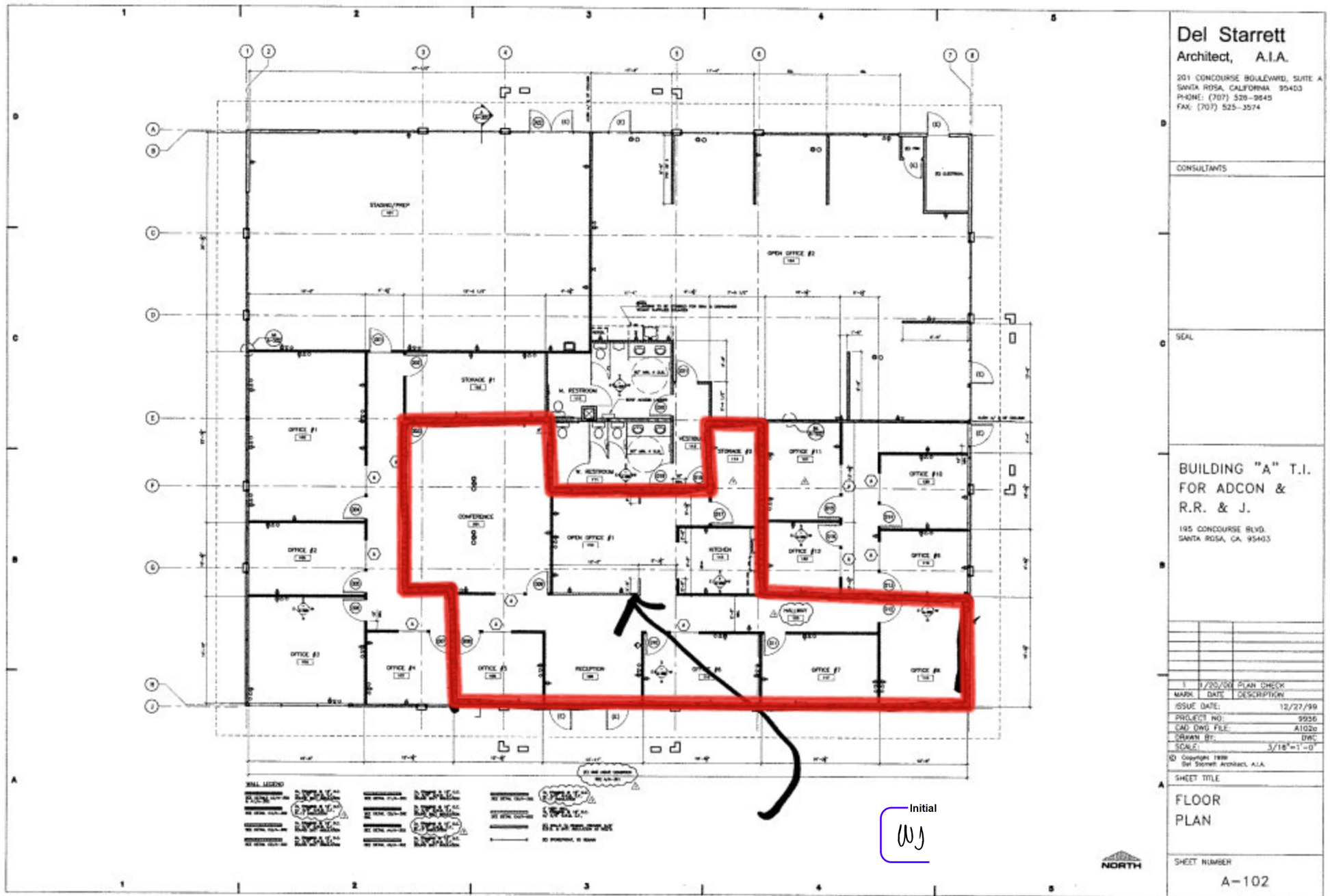
Buyer/Lessee \_\_\_\_\_

Signed by:  
Seller/Lessor Signature Walt Johnson Date 9/10/2025 | 1:16 PM PDT Time \_\_\_\_\_  
8AD52E84804D492...

Seller/Lessor \_\_\_\_\_

Seller/Lessor Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Seller/Lessor \_\_\_\_\_





## COUNTER OFFER FROM SELLER Number 1

In response to the Offer concerning the real property located at **195 Concourse Blvd., Santa Rosa, CA 95403**, made by **Sonoma County Waste Management Agency**, and herein referred to as Buyer, dated **September 5, 2025** the following Counter Offer is hereby submitted:

1. Seller prefers to leaseback the approximately 2,000± sf northeast corner of the building (or 2,000± sf office space per mutual agreement) for three (3) years commencing upon the close of escrow on the following terms:
  - \$1.90 psf Full Service with 3% annual rent increases on lease commencement anniversary date.
  - Lessee shall have a 1-Year Option to Extend at 3% above rent for month 36. Lessee to provide six (6) months written notice to Lessor to terminate/vacate.
  - Square footage to be verified by Lessor and Lessee prior to lease execution.
  - Lessee to have access to a break/lunch room area TBD.
  - Lease to be fully executed on or before the close of escrow.
2. Close of Escrow shall be within five (5) business days after Board Approval on October 16, 2025.
3. Sales Commission shall be five percent (5%) payable upon the close of escrow. Said commission shall be split 50% / 50% between Listing Agent and Selling Agent.
4. Note cross-outs in Paragraph 30, Time, and Paragraph 37, Broker Compensation, of Purchase Contract.
5. **MULTIPLE OFFERS & RIGHT TO ACCEPT OTHER OFFERS:**  
 Seller has received multiple offers for the subject Property. Buyer is advised that Seller responded to a prior offer. Seller reserves the right to accept or reject any received and accepted counter offer and to choose the final accepted counter offer or a new offer for the subject property. If Buyer accepts this Counter Offer, it shall not be deemed accepted by Seller and shall not be considered valid contract until Seller counter-signs this Counter Offer designating and confirming Seller's acceptance.
6. **Proof of Funds:** Buyer to provide proof of funds acceptable to Seller within five (5) business days from receipt.

**OTHER TERMS:** All other terms to remain the same.

**RIGHT TO ACCEPT OTHER OFFERS:** Seller reserves the right to accept any other offer prior to Buyer's written acceptance of this Counter Offer. Acceptance shall not be effective until a copy of this Counter Offer, dated and signed by Buyer, is received by Seller or **Michael Flitner with Keegan & Coppin Co., Inc.**, the Agent of the Seller.

If accepted by both Buyer and Seller, the above Counter Offer terms shall supersede any contrary terms in the Purchase Offer dated **September 5, 2025**.



**EXPIRATION:** This Counter Offer shall expire unless written acceptance is delivered to Seller or his/her agent on or before **3:00 o'clock p.m. on September 9, 2025.**

Seller  \_\_\_\_\_  
Signed by:  
8AD52E84804D492...

Date 9/8/2025 | 5:09 PM PDT

Seller \_\_\_\_\_

Date \_\_\_\_\_

The undersigned Buyer accepts the above Counter Offer.

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Buyer \_\_\_\_\_

Date \_\_\_\_\_

Receipt of acceptance is hereby acknowledged.

Seller \_\_\_\_\_

Date \_\_\_\_\_

**STANDARD COMMERCIAL/INVESTMENT  
PURCHASE AGREEMENT - California  
(Non-Residential or More Than Four Residential Units)**

**DEFINITIONS**

**BROKER** includes cooperating broker and all sales persons. **DAYS** means calendar days, midnight to midnight, unless otherwise specified. **BUSINESS DAY** excludes Saturdays, Sundays and legal holidays. **DATE OF ACCEPTANCE** means the date Seller accepts the offer or the Buyer accepts the counter offer, and the written acceptance is put in the course of transmission to the other party. This rule also applies to the removal of contingencies. **DELIVERED** means personally delivered, transmitted electronically in accordance with applicable laws, by a nationally recognized overnight courier, or by first class mail, postage prepaid. In the event of mailing, the document will be deemed delivered three (3) business days after deposit; in the event of overnight courier, one (1) business day after deposit; and if electronically at the time of transmission provided that a transmission report is generated and retained by the sender reflecting the accurate transmission of the document. Unless otherwise provided in this Agreement or by law, delivery to the agent will constitute delivery to the principal. **DATE OF CLOSING** means the date title is transferred. **TERMINATING THE AGREEMENT** means that both parties are relieved of their obligations and all deposits will be returned to Buyer. **PROPERTY** means the real property and any personal property included in the sale.

**AGENCY RELATIONSHIP CONFIRMATION.** The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election:

LISTING AGENT: Keegan & Coppin Co., Inc. is the agent of (check one):

(Print Firm Name)

☐ the Seller exclusively; or ☒ both the Buyer and the Seller.

SELLING AGENT: Keegan & Coppin Co., Inc. (if not the same as the Listing Agent) is the agent of (check one):

(Print Firm Name)

☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☒ both the Buyer and the Seller.

**Note: This confirmation DOES NOT take the place of the required AGENCY DISCLOSURE form.**

Sonoma County Waste Management Agency hereinafter designated as BUYER, offers to purchase

the real property commonly known as \_\_\_\_\_

195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)

(Street Address)

(City/State/Zip)

(Parcel #)

FOR THE PURCHASE PRICE OF \$ 2,100,000.00 (Two Million, One Hundred Thousand Dollars and 00/100 Cents

\_\_\_\_\_ dollars) on the following terms and conditions:

**1. FINANCING TERMS AND LOAN PROVISIONS.** (Buyer represents that the funds required for the initial deposit, additional deposit, cash balance, and closing costs are readily available.)

A. \$ See Addendum 3 **DEPOSIT** evidenced by ☐ check, or ☒ other: Wire Transfer  
held uncashed until acceptance and not later than three (3) business days thereafter deposited towards the purchase price with: First American Title Company.

B. \$ 38,000.00 **ADDITIONAL CASH DEPOSIT** to be placed in escrow ☐ within \_\_\_\_\_ days after acceptance, ☐ upon receipt of Loan Commitment per Item 2, ☒ Other: upon removal of all conditions to purchase.

C. \$ 2,037,000.00 **BALANCE OF CASH PAYMENT** needed to close, not including closing costs.

D. \$ \_\_\_\_\_ **NEW FIRST LOAN:**

☐ **FIXED RATE:** For \_\_\_\_\_ years, interest not to exceed \_\_\_\_\_%, payable at approximately \$ \_\_\_\_\_ per month (principal and interest only), with the balance due in not less than \_\_\_\_\_ years.

☐ **ARM:** For \_\_\_\_\_ years, initial interest rate not to exceed \_\_\_\_\_%, with initial monthly payments of \$ \_\_\_\_\_ and maximum lifetime rate not to exceed \_\_\_\_\_%.

☐ Buyer will pay loan fee or points not to exceed \_\_\_\_\_.

☐ Lender to appraise property at no less than purchase price prior to loan contingency removal.

☐ **OTHER TERMS:** \_\_\_\_\_.

E. \$ \_\_\_\_\_ **EXISTING FINANCING:** ☐ **ASSUMPTION OF**, ☐ **SUBJECT TO** existing loan of record described as follows: \_\_\_\_\_.

F. \$ \_\_\_\_\_ **SELLER FINANCING:** ☐ **FIRST LOAN**, ☐ **SECOND LOAN**, ☐ **THIRD LOAN**, secured by the property.

☐ Seller Financing Addendum, P.P. Form 131.1-3 CAL, is attached and made a part of this Agreement.

G. \$ \_\_\_\_\_ **OTHER FINANCING TERMS:** \_\_\_\_\_.

H. \$ 2,100,000.00 **TOTAL PURCHASE PRICE** (not including closing costs).

Buyer ll and Seller WJ have read this page.

Property Address 195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)

**2. LOAN APPROVAL.** (Please check one of the following):

A. ☒ **CONTRACT IS NOT CONTINGENT** upon Buyer obtaining a loan.

B. ☐ **CONTRACT IS CONTINGENT** upon Buyer's ability to obtain a commitment for new financing, as set forth above, from a lender or mortgage broker of Buyer's choice, and/or consent to assumption of existing financing provided for in this Agreement, **within \_\_\_\_\_ days after acceptance.** Buyer will in good faith use his or her best efforts to qualify for and obtain the financing and will complete and submit a loan application **within five (5) days after acceptance.** Buyer ☐ will, ☐ will not provide a ☐ prequalification letter, or ☐ preapproval letter from lender or mortgage broker based on Buyer's application and credit report **within \_\_\_\_\_ days after acceptance.** In the event a loan commitment or consent is obtained but not timely honored without fault of Buyer, Buyer may terminate this Agreement.

**3. BONDS AND ASSESSMENTS.** All bonds and assessments which are part of or paid with the property tax bill will be assumed by the Buyer. In the event there are other bonds or assessments which have an outstanding principal balance and are a lien upon the property, the current installment will be prorated between Buyer and Seller as of the date of closing. Future installments will be assumed by Buyer WITHOUT CREDIT toward the purchase price, EXCEPT AS FOLLOWS: None

\_\_\_\_\_. This Agreement is conditioned upon both parties verifying and approving in writing the amount of any bond or assessment to be assumed or paid **within ☒ ten (10) ☐ or \_\_\_\_\_ days after receipt** of the preliminary title report or property tax bill whichever is later. In the event of disapproval, the disapproving party may terminate this Agreement.

**4. PROPERTY TAX.** Within ☒ three (3) or ☐ \_\_\_\_\_ days after acceptance, Seller will deliver to Buyer for his or her approval a copy of the latest property tax bill. Buyer is advised that: (a) the property will be reassessed upon change of ownership which may result in a tax increase; and (b) the tax bill may not include certain exempt items such as school taxes on property owned by seniors. Buyer should make further inquiry at the assessor's office. **Within five (5) days after receipt** of the tax bill, Buyer will in writing approve or disapprove the tax bill. In the event of disapproval, Buyer may terminate this Agreement.

~~**5. EXISTING LOANS.** Seller will, **within three (3) days after acceptance,** provide Buyer with copies of all notes and deeds of trust to be assumed or taken subject to. **Within five (5) days after receipt** Buyer will notify Seller in writing of his or her approval or disapproval of the terms of the documents. Approval will not be unreasonably withheld. **Within three (3) days after acceptance,** Seller will submit a written request for a current Statement of Condition on the above loan(s). Seller warrants that all loans will be current at close of escrow. Seller will pay any prepayment charge imposed on any existing loan paid off at close of escrow. Buyer will pay the prepayment charge on any loan which is to remain a lien upon the property after close of escrow. The parties are encouraged to consult his or her lender regarding prepayment provisions and any due on sale clauses.~~

**6. DESTRUCTION OF IMPROVEMENTS.** If the improvements of the property are destroyed, materially damaged, or found to be materially defective as a result of such damage prior to close of escrow, Buyer may terminate this Agreement by written notice delivered to Seller or his or her Broker, and all unused deposits will be returned. In the event Buyer does not elect to terminate this Agreement, Buyer will be entitled to receive, in addition to the property, any insurance proceeds payable on account of the damage or destruction.

**7. EXAMINATION OF TITLE.** In addition to any encumbrances assumed or taken "subject to," Seller will convey title to the property subject only to: [1] real estate taxes not yet due; and [2] covenants, conditions, restrictions, rights of way and easements of record, if any. **Within ☒ three (3) or ☐ \_\_\_\_\_ days after acceptance,** Buyer will order a Preliminary Title Report and copies of CC&Rs and other documents of record if applicable. **Within ☒ five (5) or ☐ \_\_\_\_\_ days after receipt,** Buyer will report to Seller in writing any valid objections to title contained in such report (other than monetary liens to be paid upon close of escrow). If Buyer objects to any exceptions to the title, Seller will use due diligence to remove such exceptions at his or her own expense **before close of escrow.** If such exceptions cannot be removed before close of escrow, this Agreement will terminate, unless Buyer elects to purchase the property subject to such exceptions. If Seller concludes he or she is in good faith unable to remove such objections, Seller will so notify Buyer within ten (10) days after receipt of said objections. In that event Buyer may terminate this Agreement.

**8. EVIDENCE OF TITLE** will be in the form of a policy of title insurance, issued by Leslie Haynes, First American Title Company, paid by ☒ Buyer, ☐ Seller, ☐ Other \_\_\_\_\_. **NOTE:** Buyer should discuss the type of policy with the title company of his or her choice at the time escrow is opened. In the event a lender requires an ALTA lender's policy of title insurance, ☒ Buyer, ☐ Seller will pay the premium.

**9. PRORATIONS.** Rents, real estate taxes, interest, payments on bonds and assessments assumed by Buyer, and homeowners association fees will be prorated as of the date of recordation of the deed. Security deposits, advance rentals, or considerations involving future lease credits will be credited to Buyer.

**10. CLOSING.** Full purchase price to be paid and deed to be recorded ☐ on or before \_\_\_\_\_, **OR ☒ within 35 days after acceptance.** If the closing date falls on a Saturday, Sunday or holiday, the close of escrow will be on the next business day. Both parties will deposit with an authorized escrow holder, to be selected by Buyer, all funds and instruments necessary to complete the sale in accordance with the terms of this Agreement. ☐ Where customary, signed escrow instructions will be delivered to escrow holder **within \_\_\_\_\_ days after acceptance.** Escrow fee to be paid by Buyer. County/City transfer tax(es), if any, to be paid by Seller. Unless the transaction is exempt, the escrow holder is instructed to remit the required tax withholding amount to the Franchise Tax Board from the proceeds of sale. **THIS PURCHASE AGREEMENT TOGETHER WITH ANY ADDENDA WILL CONSTITUTE JOINT ESCROW INSTRUCTIONS TO THE ESCROW HOLDER.**

Buyer [Signature] and Seller [Signature] have read this page.

Property Address 195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)

**11. PHYSICAL POSSESSION.** Physical possession of the property, with keys to all property locks, alarms, and garage door openers, will be delivered to Buyer (*check one*):

- ☒ On the date of recordation of the deed, not later than 5:00 ☐ AM ☒ PM  
☐ On the \_\_\_\_\_ day after recordation, not later than \_\_\_\_\_ ☐ AM ☐ PM

**12. FIXTURES.** All items permanently attached to the property, including light fixtures and bulbs, attached floor coverings, all attached window coverings, including window hardware, window and door screens, storm sash, combination doors, awnings, TV antennas, burglar, fire, smoke and security alarms (unless leased), pool and spa equipment, solar systems, attached fireplace screens, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), are included in the purchase price free of liens, EXCLUDING: None

If checked ☐ trade fixtures are not included in the sale, but Seller will pay for all costs necessary to repair any damage to the premises caused by the removal.

**13. INSPECTIONS OF PROPERTY.** Buyer will have the right to retain, at his or her expense, licensed experts including but not limited to engineers, geologists, architects, contractors, surveyors, arborists, and structural pest control operators to inspect the property for any structural and nonstructural conditions, including matters concerning roofing, electrical, plumbing, heating, cooling, appliances, well, septic system, pool, boundaries, geological and environmental hazards, toxic substances including asbestos, mold, formaldehyde, radon gas, and lead-based paint. Buyer, if requested by Seller in writing, will promptly furnish, at no cost to Seller, copies of all written inspections and reports obtained. Buyer will approve or disapprove in writing all inspections and reports **obtained within ☐ fifteen (15) ☒ or 30 \_\_\_\_\_ days after acceptance or ☐ \_\_\_\_\_**. In the event of Buyer's disapproval of inspection reports, or discovery of other material facts affecting the value or desirability of the property, Buyer may, within the time stated or mutually agreed upon extension, elect to terminate this Agreement, or invite Seller to negotiate repairs. (See P.P. Form 101-M, Addendum Regarding Removal of Inspection Contingencies.)

**14. ACCESS TO PROPERTY.** Seller agrees to provide reasonable access to the property to Buyer and inspectors, appraisers, and all other professionals representing Buyer.

**15. NOTICE OF VIOLATIONS.** By acceptance, Seller warrants that he or she has no written notice of violations relating to the property from City, County, State, Federal or any other governmental agencies.

**16. DISABILITY ACCESS REQUIREMENTS.** The buyer is alerted to the existence of local, state, and federal accessibility standards (such as the Americans with Disabilities Act) which may require costly structural modifications to the property. CA Civil Code Section 55.53 describes inspection by a Certified Access Specialist (CASP) to determine whether the property does or does not meet all applicable construction-related accessibility standards. Such an inspection may limit the extent of and statutory damages from ADA claims pursuant to SB 1186.

**17. INCOME AND EXPENSE STATEMENT.** Within ☒ seven (7) or ☐ \_\_\_\_\_ days of acceptance, Seller will deliver to Buyer, a true and complete statement of rental income and expenses. Within ☒ seven (7) or ☐ \_\_\_\_\_ days of receipt of that statement, Buyer will notify Seller in writing of his or her approval or disapproval. In case of disapproval, Buyer may terminate this Agreement.

**18. SERVICE CONTRACTS.** Within ☒ seven (7) or ☐ \_\_\_\_\_ days of acceptance, Seller will furnish Buyer, for his or her approval copies of any service and/or equipment rental contracts with respect to the property which run beyond close of escrow. Within ☒ seven (7) or ☐ \_\_\_\_\_ days of receipt of the copies, Buyer will notify Seller in writing of his or her approval or disapproval. In case of disapproval, Buyer may terminate this Agreement.

**19. EXISTING LEASES.** This Agreement is subject to existing leases, and rental agreements. Within ☒ seven (7) or ☐ \_\_\_\_\_ days of acceptance, Seller will deliver to Buyer, for his or her approval, true copies of all existing leases and rental agreements, copies of all outstanding notices sent to tenants, and a written statement of any oral agreements with tenants. Seller will also deliver to Buyer, within ☒ seven (7) or ☐ \_\_\_\_\_ days of acceptance, a statement of any uncured defaults, claims made by or to tenants, and a statement of all tenants' deposits held by Seller. Seller warrants all information to be true and complete. Buyer's obligations are conditioned upon approval of existing leases and rental agreements. Within ☒ seven (7) or ☐ \_\_\_\_\_ days of receipt of the documents, Buyer will notify Seller in writing of his or her approval or disapproval. In case of disapproval, Buyer may terminate this Agreement. Buyer's obligations under this Agreement are further conditioned upon receipt on or before date of closing of Estoppel Certificates executed by each tenant acknowledging that a lease or rental agreement is in effect, that no lessor default exists, and stating the amount of any prepaid rent or security deposit.

**20. CHANGES DURING TRANSACTION.** During the pendency of this transaction, Seller agrees that no changes in the existing leases or rental agreements will be made, nor new leases or rental agreements entered into, nor will any substantial alterations or repairs be made or undertaken to the property without the written consent of the Buyer.

**21. MAINTENANCE.** Seller will maintain the property until the closing in its present condition, ordinary wear and tear excepted. The heating, ventilating, air conditioning, plumbing, elevators, loading doors, and electrical systems will be in good operating order and condition as of the time of closing.

**22. WALK-THROUGH INSPECTION.** Buyer will have the right to conduct a walk-through inspection of the property within 3 days prior to close of escrow, to verify Seller's compliance with the provisions under Item 12, FIXTURES, and Item 20, MAINTENANCE. This right is not a condition of this Agreement, and Buyer's sole remedy for an alleged breach of these items is a claim for damages. Utilities are to remain turned on until transfer of possession.

Buyer [Signature] and Seller [Signature] have read this page.



Property Address 195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)

**23. COMPLIANCE WITH LOCAL LAWS.** Seller will comply with any local laws applicable to the sale or transfer of the property, including but not limited to: Providing inspections and/or reports for compliance with local building and permit regulations, including septic system inspection reports; compliance with minimum energy conservation standards; and compliance with water conservation measures. All required inspections and reports will be ordered **within three (3) or \_\_\_\_\_ days after acceptance** and will be paid by ☒ Seller, ☐ Buyer. If Seller does not agree **within five (5) or \_\_\_\_\_ days after receipt of a report** to pay the cost of any repair or improvement required to comply with such laws, Buyer may terminate this Agreement. It is understood that if Seller has given notice that necessary permits or final approvals were not obtained for some improvements, Seller will not be responsible for bringing the improvements into compliance unless otherwise agreed.

**24. OPTIONAL PROVISIONS.** The provisions in this Item 24, **IF INITIALED BY BUYER** are included in this Agreement.

**24-A.** [ ] [ ] **MAINTENANCE RESERVE.** Seller agrees to leave in escrow a maintenance reserve in the amount of \$ \_\_\_\_\_. If, in the reasonable opinion of a qualified technician, any of the equipment listed under Item 20, MAINTENANCE, is not in working order, Buyer will furnish Seller a copy of the technician's inspection report and/or submit written notice to Seller of non-compliance of any of the terms under Item 20, MAINTENANCE, **within five (5) days after occupancy is delivered.**

In the event Seller fails to make the repairs and/or corrections **within five (5) days after receipt of said report or notice**, Seller authorizes the escrow holder to disburse to Buyer against bills for such repairs or corrections the sum of such bills, not to exceed the amount reserved. Said reserve will be disbursed to Buyer or returned to Seller **not later than fifteen (15) days after date occupancy is delivered.**

**24-B.** [ ] [ ] **FLOOD HAZARD ZONE.** Buyer has been advised that the property is located in a special flood hazard area designated by the Federal Emergency Management Agency (FEMA). It will be necessary to purchase flood insurance in order to obtain any loan secured by the property from any federally regulated financial institution or a loan insured or guaranteed by an agency of the U.S. Government. The purpose of the program is to provide flood insurance at reasonable cost. For further information consult your lender or insurance carrier.

**24-C.** [ ] [ ] **EARTHQUAKE FAULT OR SEISMIC HAZARD ZONE DISCLOSURES.** The property is situated in a Earthquake Fault Zone or Seismic Hazard Zone as designated under §§2621–2625 and §§2690–2699.6 of the California Public Resources Code. Construction or development of any structure for human occupancy may be restricted. No representations on the subject are made by Seller or Broker. Buyer may make further independent inquiries at appropriate governmental agencies concerning the use of the property under the terms of the above statutes. **Within seven (7) days after acceptance**, Buyer will notify Seller in writing of satisfaction or dissatisfaction of said inquiries. In case of dissatisfaction Buyer may terminate this Agreement.

**24-D.** [ ] [ ] **PROBATE/CONSERVATORSHIP SALE.** Pursuant to the California Probate Code, this sale is subject to court approval at which time the court may allow open competitive bidding. An "AS IS" Addendum (P.P. Form 101-AI) ☐ is, ☐ is not attached and made a part of this Agreement.

**24-E.** [Initial] [Initial] **RENT CONTROL ORDINANCE.** Buyer is aware that a local ordinance is in effect which regulates the rights and obligations of property owners. It may also affect the manner in which future rents can be adjusted.

**24-F.** [Initial] [Initial] **TAX DEFERRED EXCHANGE (INVESTMENT PROPERTY).** In the event that Seller wishes to enter into a tax deferred exchange for the property, or Buyer wishes to enter into a tax deferred exchange with respect to property owned by him or her in connection with this transaction, each of the parties agrees to cooperate with the other party in connection with such exchange, including the execution of such documents as may be reasonably necessary to complete the exchange; provided that: (a) the other party will not be obligated to delay the closing; (b) all additional costs in connection with the exchange will be borne by the party requesting the exchange; (c) the other party will not be obligated to execute any note, contract, deed or other document providing for any personal liability which would survive the exchange; and (d) the other party will not take title to any property other than the property described in this Agreement. It is understood that a party's rights and obligations under this Agreement may be assigned to a third party intermediary to facilitate the exchange. The other party will be indemnified and held harmless against any liability which arises or is claimed to have arisen on account of the exchange.

**24-G.** [ ] [ ] **PERSONAL PROPERTY.** The purchase price includes all furniture and furnishings and any other personal property owned by Seller and used in the operation of the property per attached signed inventory, receipt of which is hereby acknowledged. This inventory is incorporated by reference. The personal property will be transferred to Buyer by a Warranty Bill of Sale **delivered at closing.**

**25. DEFAULT.** In the event Buyer defaults in the performance of this Agreement (unless Buyer and Seller have agreed to liquidated damages), Seller may, subject to any rights of Broker, retain Buyer's deposit to the extent of damages sustained and may take such actions as he or she deems appropriate to collect such additional damages as may have been actually sustained. Buyer will have the right to take such action as he or she deems appropriate to recover such portion of the deposit as may be allowed by law. In the event that Buyer defaults (unless Buyer and Seller have agreed to liquidated damages) Buyer agrees to pay the Broker(s) any commission that would be payable by Seller in the absence of such default.

Buyer [Initial] [Initial] and Seller [Initial] [Initial] have read this page.

Property Address 195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)

**26. ATTORNEY FEES.** In any action arbitration, or other proceeding involving a dispute between Buyer and Seller arising out of the execution of this Agreement or the sale, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).

**27. EXPIRATION OF OFFER.** This Offer will expire unless acceptance is delivered to Buyer or to Russ Mayer, Keegan & Coppin Co., Inc. (Buyer's Broker) on or before (date) September 8, 2025 (time) 2:00 ☐ a.m. ☒ p.m.

**28. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which is deemed to be an original.

**29. CONDITIONS SATISFIED/WAIVED IN WRITING.** Each condition or contingency, covenant, approval or disapproval will be satisfied according to its terms or waived by written notice delivered to the other party or his or her Broker.

**30. TIME.** Time is of the essence of this Agreement; ~~provided, however, that if either party fails to comply with any contingency in this Agreement within the time limit specified, this Agreement will not terminate until the other party delivers written notice to the defaulting party requiring compliance within 24 hours after receipt of notice. If the party receiving the notice fails to comply within the 24 hours, the non-defaulting party may terminate this Agreement without further notice.~~

**31. LIQUIDATED DAMAGES.** By initialing in the spaces below,  
 [ ] [ ] Buyer agrees [ ] [ ] Buyer does not agree  
 [ ] [ ] Seller agrees [ ] [ ] Seller does not agree

that in the event Buyer defaults in the performance of this Agreement, Seller will retain as liquidated damages the deposit set forth in Items 1-A and 1-B, and that said liquidated damages are reasonable in view of all the circumstances existing on the date of this Agreement. In the event of additional deposit(s) required under Item 1-B, the parties will execute a similar liquidated damages provision as required by law. In the event that Buyer defaults and has not made the deposit required under Item 1-B or refuses to execute the liquidated damages provision with respect to such additional deposit, then Seller will have the option of retaining the initial deposit or terminating the obligations of the parties under this Item 31 and recovering such damages from Buyer as may be allowed by law. The parties understand that in case of dispute mutual cancellation instructions are necessary to release funds from escrow or trust accounts.

**32. MEDIATION OF DISPUTES.** If a dispute arises out of or relates to this Agreement or its breach, by initialing in the "agree" spaces below the parties agree to first try in good faith to settle the dispute by voluntary mediation before resorting to court action or arbitration, unless the dispute is a matter excluded under Item 33 — ARBITRATION. The fees of the mediator will be shared equally between all parties to the dispute. If a party initials the "agree" space and later refuses mediation, that party will not be entitled to recover prevailing party attorney fees in any subsequent action.

[ ] [ ] Buyer agrees [ ] [ ] Buyer does not agree  
 [ ] [ ] Seller agrees [ ] [ ] Seller does not agree

**33. ARBITRATION OF DISPUTES.** Any dispute or claim in law or equity arising between the Buyer and Seller out of this Agreement will be decided by neutral binding arbitration in accordance with the California Arbitration Act (C.C.P. §1280 et seq.), and not by court action except as provided by California law for judicial review of arbitration proceedings. If the parties cannot agree upon an arbitrator, a party may petition the Superior Court of the county in which the property is located for an order compelling arbitration and appointing an arbitrator. Service of the petition may be made by first class mail, postage prepaid, to the last known address of the party served. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The parties will have the right to discovery in accordance with Code of Civil Procedure §1283.05.

The parties agree that the following procedure will govern the making of the award by the arbitrator: (a) a Tentative Award will be made by the arbitrator within 30 days following submission of the matter to the arbitrator; (b) the Tentative Award will explain the factual and legal basis for the arbitrator's decision as to each of the principal controverted issues; (c) the Tentative Award will be in writing unless the parties agree otherwise; provided, however, that if the hearing is concluded within one (1) day, the Tentative Award may be made orally at the hearing in the presence of the parties. Within 15 days after the Tentative Award has been served or announced, any party may serve objections to the Tentative Award. Upon objections being timely served, the arbitrator may call for additional evidence, oral or written argument, or both. If no objections are filed, the Tentative Award will become final without further action by the parties or arbitrator. Within thirty (30) days after the filing of objections, the arbitrator will either make the Tentative Award final or modify or correct the Tentative Award, which will then become final as modified or corrected.

Buyer [ ] [ ] and Seller [ ] [ ] have read this page.

Property Address 195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)

The provisions of the Code of Civil Procedure authorizing the imposition of sanctions as a result of bad faith actions or tactics will apply to the arbitration proceedings, provided, however, that the arbitrator shall not have the power to commit errors of law, errors of legal reasoning, or rely upon unsupported findings of fact in imposing sanctions for any reason against a party or a party's attorney. In the event such error is claimed, the applicable sanctions may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. A prevailing party will also be entitled to an action for malicious prosecution if the elements of such cause of action are met.

The following matters are excluded from arbitration: (a) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or real property sales contract as defined in Civil Code §2985; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; (d) any matter which is within the jurisdiction of a probate court, bankruptcy court, or small claims court; or (e) an action for bodily injury or wrongful death. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, will not constitute a waiver of the right to arbitrate under this provision.

**NOTICE:** By initialing in the ["agree"] space below you are agreeing to have any dispute arising out of the matters included in the "Arbitration of Disputes" provision decided by neutral arbitration as provided by California law and you are giving up any rights you might possess to have the dispute litigated in a court or jury trial. By initialing in the ["agree"] space below you are giving up your judicial rights to discovery and appeal, unless those rights are specifically included in the "Arbitration of Disputes" provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of the California Code of Civil Procedure. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the "Arbitration of Disputes" provision to neutral arbitration.

[ ] [ ] Buyer agrees [ ] [ ] Buyer does not agree

[ ] [ ] Seller agrees [ ] [ ] Seller does not agree

**34. SURVIVAL.** The omission from escrow instructions of any provision in this Agreement will not waive the right of any party. All representations or warranties will survive the close of escrow.

**35. ENTIRE AGREEMENT/ASSIGNMENT PROHIBITED.** This document contains the entire agreement of the parties and supersedes all prior agreements with respect to the property which are not expressly set forth. This Agreement may be modified only in writing signed and dated by both parties. Buyer may not assign any right under this agreement without the prior written consent of Seller. Any such assignment will be void and unenforceable.

**36. ADDENDA.** The following addenda are attached and made a part of this Agreement:

- ☒ Addendum No. 1 Standard Commercial Building Purchase Conditions Addendum
- ☒ Addendum No. 2 Standard Sale Disclosure Addendum
- ☒ Addendum No. 3 Additional Terms

**NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**LIMITATION OF AGENCY:** A real estate broker or agent is qualified to advise on real estate. If you have any questions concerning the legal sufficiency, legal effect, insurance, or tax consequences of this document or the related transactions, consult with your attorney, accountant or insurance advisor.

The undersigned Buyer acknowledges that he or she has thoroughly read and approved each of the provisions of this Offer and agrees to purchase the property for the price and on the terms and conditions specified.

Buyer Leslie Lukacs  
A5CD54933B40A53  
(Signature)

Buyer \_\_\_\_\_  
(Signature)

Leslie Lukacs, its Executive Director  
(Please print name)

\_\_\_\_\_  
(Please print name)

Date 9/5/2025 | 3:51 PM PDT Time \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Buyer [ ] [ ] and Seller [ ] [ ] have read this page.

**CAUTION:** This form may not be legally enforceable if it is not the most current version. Go to [www.ProPubForms.com](http://www.ProPubForms.com) for updated versions. United States copyright laws forbid unauthorized reproduction or posting of this form by any means including scanning or digital formats.



Property Address 195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)**ACCEPTANCE****Seller accepts the foregoing Offer and agrees to sell the property for the price and on the terms and conditions specified.****NOTICE: The amount or rate of real estate commissions is not fixed by law. They are set by each Broker individually and may be negotiable between the Seller and Broker.**

**37. BROKER COMPENSATION.** ~~Seller irrevocably assigns to Broker(s) from escrow the compensation as provided in the written agreement between Seller and Broker(s). Commission will also be payable upon any default by Seller, or the mutual rescission by Buyer and Seller without the written consent of the Broker(s), which prevents completion of the purchase.~~ This Agreement will not limit the rights of Broker and Seller provided for in any existing listing agreement. In any action for commission the prevailing party will be entitled to reasonable attorney fees whether or not the action is brought to trial or final judgment.

Brokers may choose to share with other brokers the total compensation received by the parties per separate agreement(s). Agency relationships are not determined by compensation alone. Sharing compensation among brokers is not intended to change the agency relationships confirmed above.

**38. PROVISIONS TO BE INITIALED.** The following items must be "agreed to" or "not agreed" by both parties to be binding on either party. In the event of disagreement between the parties, counter offers should be prepared until both parties come to an agreement:

**Item 31. LIQUIDATED DAMAGES    Item 32. MEDIATION OF DISPUTES    Item 33. ARBITRATION OF DISPUTES**

**Seller acknowledges receipt of a copy of this Agreement. Authorization is given to the Broker(s) in this transaction to deliver a signed copy to Buyer. Brokers ☐ may ☒ may not disclose the terms of purchase to a Commercial Listing Service, Multiple Listing Service, or other internet data sources at close of escrow.**

**39. IF CHECKED ☒ ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER DATED September 8, 2025**

Signed by: Walt Johnson  
8AD52E84804482  
 Seller \_\_\_\_\_  
 \_\_\_\_\_  
 (Please Print Name)  
 Date 9/8/2025 | 2:46 PM PDT Time \_\_\_\_\_  
 Address \_\_\_\_\_

Seller \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Please Print Name)  
 Date \_\_\_\_\_ Time \_\_\_\_\_  
 Address \_\_\_\_\_

**Information Regarding Real Estate Licensees Acting as Agents in This Transaction:**

Selling Broker Keegan & Coppin Co., Inc. License # 00531022  
 By Russ Mayer License # 01260916 Date 9/5/2025 | 3:52 PM PDT  
(Real Estate Agent for Buyer)  
 Address 1201 N. McDowell Boulevard City/State/Zip Petaluma, California 94954  
 Telephone (707) 664-1400 Fax \_\_\_\_\_ E-Mail RMayer@KeeganCoppin.com  
 Listing Broker Keegan & Coppin Co., Inc. License # 00531022 Date 9/12/2025 | 1:28 PM PDT  
 By Shawn Johnson and Mike Flitner License # 00835502 and 00840890 Date 9/8/2025 | 4:56 PM PDT  
(Real Estate Agent for Seller)  
 Address 1355 N. Dutton Avenue City/State/Zip Santa Rosa, California 95401  
 Telephone (707) 528-1400 Fax \_\_\_\_\_ E-Mail SJohnson@KeeganCoppin.com and MFlitner@KeeganCoppin.com

**Note that neither the Real Estate Brokers nor the Real Estate Agents are parties to the Purchase Agreement between the Buyer and Seller.**



# STANDARD COMMERCIAL BUILDING PURCHASE CONDITIONS ADDENDUM

## To Purchase Agreement by and between

Buyer Sonoma County Waste Management Agency and Seller \_\_\_\_\_

For Property located at 195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)

Buyer shall conduct a complete feasibility and investigation of the subject property to determine if property is suitable for Buyer's intent, as a property to occupy or as an investment, including but not limited to the following:

Buyer to diligently proceed to satisfy conditions, however, final approval or disapproval is to buyer's discretion. This shall include existing information provided by seller and other reports prepared by buyer's experts.

1. This offer is subject to the following conditions precedent:

- A. **Physical Condition:** Buyer and/or his contractor to inspect and approve the subject property with respect to all mechanical and electrical systems – HVAC, plumbing, power, telecom, lighting, cable – and roof, walls, structural integrity, foundation, drainage, site improvements, utility services to building, seismic bracing, termites, hazardous waste, mold, moisture or leaks which could lead to mold, soils and general physical integrity within thirty (30) days of acceptance hereof.
- B. **Zoning:** Buyer to verify to his satisfaction, zoning, General Plan consistency, obtain a use permit if required, and zoning compliance within thirty (30) days of acceptance hereof. Buyer to approve AIR Natural Hazards Statement or a professional Natural Hazards Report within thirty (30) days of acceptance hereof.
- C. **Size of Property and Building:** Buyer to verify to his satisfaction the Property boundaries, Building floor area (square feet), and land area (acres or square feet) within thirty (30) days of acceptance hereof.
- D. **Title Report:** Buyer to review and approve title report including all exceptions, easements, right-of-ways, assessments and liens within thirty (30) days of acceptance hereof. Seller shall remove any exceptions which are not acceptable to the Buyer prior to close of escrow. If exception is unable to be removed at a reasonable cost and time by Seller, then Seller or Buyer may cancel contract if Buyer does not accept subject exception.
- E. **Environmental and Biological Issues:** Buyer and Seller acknowledge attached “**Disclosure Regarding Hazardous Waste**”. Buyer shall obtain and approve reports from experts in connection with any disclosure or evidence of such hazardous material within thirty (30) days of acceptance hereof. If Buyer and Seller do not elect to share or separately pay for removal or cleanup, then this offer shall terminate.  
Buyer to review and approve issues concerning endangered species, wetlands, CTS, special status of plant species and Hydrologic conditions, if applicable within thirty (30) days of acceptance hereof.
- F. **Pest Control:** Buyer to obtain a pest control inspection report for any perimeter foundation or wood frame buildings or at Buyer's option for others. Buyer to review and approve said report within thirty (30) days of acceptance hereof, including infestation and preconditions. Seller to pay for actual damage up to \_\_\_\_\_ and Buyer has option to pay balance.
- G. **Leases:** Buyer to review and approve all leases including allocation of expenses, rent adjustments and reimbursements pertaining to the subject property, within thirty (30) days of acceptance hereof

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

- H. **Income and Expenses:** Buyer to review and approve operating profit/loss statements, financials, tax returns and all income and expenses, including taxes, insurance, utilities, maintenance, repairs, tenant

reimbursement, capital outlays for the subject property for the last three (3) years within thirty (30) days of acceptance hereof.

- I. **CC&R's:** Buyer to review and approve the CC&R's, bylaws, articles of incorporation and current budget for any homeowners association within thirty (30) days of acceptance hereof.
- J. **Standard Sale Disclosure:** Buyer and Seller acknowledge attached "**Standard Sale Disclosure Addendum**". Buyer shall obtain and approve reports from experts in connection with any disclosure or evidence of such hazardous material or mold or any indication of mold infestation within thirty (30) days of acceptance hereof. If Buyer and Seller do not elect to share or separately pay for removal or cleanup, then this offer shall terminate.
- K. **Statement of Property Conditions:** Buyer to review and approve all of the items of the attached "**Statement of Property Condition**" within thirty (30) days of acceptance hereof.
- L. **Estoppels:** Seller to provide estoppels from all Lessees indicating that there are no defaults on behalf of Lessee or Lessor and that the leases submitted by Seller to Buyer are in full force and effect within thirty (30) days of acceptance hereof.
- M. **Property and Liability Insurance:** Buyer to be able to obtain property and liability insurance for the subject property at a rate deemed to be reasonable by Buyer. Buyer to obtain a written commitment for property and liability insurance for the subject property at rates acceptable to Buyer within thirty (30) days of acceptance hereof.

If any of the above conditions are not satisfied and approved in writing or waived by the Buyer in writing in the times stipulated above, then either Buyer or Seller may terminate this Agreement and the initial deposit shall be returned to Buyer with no further liability to either party hereunder. If Professional Publishing form is used, strike Paragraph 30 in its entirety except "Time is of the essence of this Agreement." Paragraphs 4, 5, 7, 17, 18 and 19 shall all be changed to provide info within seven (7) days of acceptance and approve/disapprove within thirty (30) days of acceptance or be consistent with time frame herein. Paragraph 13 of PP form to have same time frame as paragraph 1A herein. This Addendum is precedent for time periods and conditions over the Professional Publishing printed form.

2. Seller to deliver to Buyer the following existing reports and information within the times stipulated below in order to facilitate Buyer's due diligence:

- A. **Statement of Property Condition** completed and signed by Seller and agents and **Commercial Property Owner's Guide to Earthquake Safety** within ten (10) days of acceptance hereof.

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

- B. A.I.R. Seller's Mandatory Disclosure (Natural Hazards) Statement or a Natural Hazards Report within fifteen (7) days of acceptance hereof.
- C. All studies, approvals or reports previously obtained by Seller or in the possession of Seller including environmental studies, pest control investigations, well reports, code violations-orders, building reports, survey of property, appraisals plans, specifications, soils reports, title reports, CC&R's, Association budget, archaeological, wetlands, biotic, structural or seismic reports, entitlements, approvals, building permits or any hazardous waste reports or agreements, design review or use permits within seven (7) days of acceptance hereof.
- D. Operating profit and loss statements and tax returns and support information for the last three years including

capital outlays, maintenance, utilities, repairs, income, taxes and insurance itemized within seven (7) days of acceptance hereof.

- E. Seller to provide copies of all agreements, operating leases, rental agreements, corresponding addendums, contracts, vendor agreements, lease notices, lease modifications within seven (7) days of acceptance hereof.
3. Seller shall permit Buyer and Buyer's agents, employers, contractors with reasonable notice to enter into and upon the property to inspect property and to conduct, at Buyer's sole expense, surveys, soils, structural, environmental, building, seismic, wetlands, biotic and other investigations at Buyer's discretion to complete Buyer's due diligence.

Buyer agrees to keep property free of liens and claims arising out of said investigations and to defend, indemnify and hold harmless Seller from any claims or actions arising out of Buyer's inspection, conduct of investigations or testing of Seller's property. Buyer agrees to repair and replace and bring back to original condition and pay for any damage arising out of said inspections and expert investigations and give a copy of the reports, studies, inspection reports so obtained during the investigation to the Seller. Buyer's obligation under this paragraph shall survive any termination of this Agreement.

4. **BUYER'S REPRESENTATIONS:** The party executing this agreement on behalf of Buyer has full power to execute, deliver and carry out terms and provisions of this agreement and any of the other agreements, instruments and documents herein required to be made or delivered by Buyer pursuant hereto.

Buyer has not made a general assignment for benefit of creditors, filed a voluntary petition of bankruptcy, suffered the filing of creditors, a receiver, attachment or other judicial service of assets and has a sound financial standing in order to make the proposed acquisition.

5. **SELLER'S REPRESENTATIONS:** Seller has received no notice of and, except as disclosed in writing, to the best of Seller's knowledge, there is no violation of any local, state or federal government agency, including environmental, zoning, handicap, fire hazard, ordinance, code, regulations, rule or order. Seller has no knowledge of threatened, pending or proposed condemnation, taking proceedings or governmental actions to modify the zoning or condition, or purchase in lieu, for all or any part of property.

Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_

To the best of Seller's knowledge, there has been no release, storage or disposal of hazardous materials on the property during the pendance of Seller's ownership of the subject property except as disclosed in writing herein.

Buyer is advised by Seller to undertake a full due diligence study of the property including test, investigations, and expert reports to determine the suitability of the property for Buyer's use and determine the actual economic, physical and entitlements aspect of the property.

Seller has no knowledge of pending or threatened litigation or governmental proceedings, except as disclosed in writing herein, affecting Seller or the property that relates to the enforcement of this agreement. The consummation of this contract shall not constitute a violation or breach by Seller of any contract or instrument or will result in the violation of any law, order or regulation of any governmental authority affecting the Seller.

Seller is the owner in fee simple of property and the party signing hereto has the full right, power and authority to enter into this agreement and to execute all documents required hereto.

Initial  
u Initial  
WJ

Seller is not a foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1954 (IRC), i.e. The Seller is not a non-resident, alien, foreign corporation, foreign partnership, foreign trust or foreign state as those terms are defined in the IRC and income tax representation.

- 6. Seller to assign and Buyer to accept all the Seller’s deposits, right, title, interest, liabilities and obligations in all of the leases pertaining to the subject property prior to the close of escrow.
- 7. Seller shall convey to Buyer at close of escrow fee simple title to the property by grant deed subject to the exceptions set forth in the approval of the title report. Title shall be insured by a CLTA or at Buyer’s option, an ALTA title insurance policy, either at Buyer’s expense.

The terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors, assigns, heirs and legal representatives.

All of the terms and provisions of this Agreement shall survive the close of escrow and not merge with the execution and delivery of the grant deed.

Buyer and Seller are advised to have their respective attorneys review and approve this agreement prior to signing.

AGREED BY:

Signed by:

Buyer: Leslie Lukacs

ASCD54933B404F1...

Leslie Lukacs, its Executive Director

Date: 9/5/2025 | 3:51 PM PDT

AGREED BY:

Signed by:

Seller: Walt Johnson

8AD52E84804D492...

Date: 9/8/2025 | 2:46 PM PDT

## STANDARD SALE DISCLOSURE ADDENDUM

### **Certified Access Specialist Disclosure**

Pursuant to California Civil Code Section 1938 the subject property has \_\_\_\_ has not X been inspected by a "Certified Access Specialist". If subject property has been inspected, the property \_\_\_\_ has \_\_\_\_ has not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53.

### **Notice to Owners, Buyers and Tenants Regarding Hazardous Wastes or Substances and Underground Storage Tanks**

Comprehensive federal and state laws and regulations have been enacted in the last few years in an effort to develop controls over the use, storage, handling, cleanup, removal and disposal of hazardous wastes or substances. Some of these laws and regulations, such as, for example, the so-called "Super Fund Act", provide for broad liability schemes wherein an owner, tenant or other user of the property may be liable for cleanup costs and damages regardless of fault. Other laws and regulations set standards for the handling of asbestos or establish requirements for the use, modification, abandonment, or closing of underground storage tanks.

It is not practical or possible to list all such laws and regulations in this Notice. Therefore, Seller and Buyer; are urged to consult legal counsel to determine their respective rights and liabilities with respect to the issues described in this Notice as well as other aspects of the proposed transaction. If various materials that have been or may be in the future determined to be toxic, hazardous or undesirable, or are going to be used, stored, handled or disposed of on the property, or if the property has or may have underground storage tanks for storage of such hazardous materials, or that such materials may be in the equipment, improvements or soil, it is essential that legal and technical advice be obtained to determine, among other things, what permits and approvals have been or may be required, if any, the estimated costs and expenses associated with the use, storage, handling, cleanup, removal or disposal of the hazardous wastes or substances and what contractual provisions and protection are necessary or desirable. It may also be important to obtain expert assistance for site investigations and building inspections. The past uses of the property may provide valuable information as to the likelihood of hazardous wastes or substances, or underground storage tanks being on the property.

The term "hazardous wastes or substances" is used in this Notice in its very broadest sense and includes, but is not limited to, all those listed under Proposition 65, petroleum base products, paints and solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonium compounds, asbestos, PCBs and other chemical products. Hazardous wastes or substances and underground storage tanks may be present on all types of real property. This Notice is, therefore, meant to apply to any transaction involving any type of real property, whether improved or unimproved.

You should contact a professional, such as a civil engineer, geologist, industrial hygienist or other persons with experience in these matters to advise you concerning the property.

### **Americans with Disabilities Act (ADA)**

On July 26, 1990, the federal legislation known as the Americans with Disabilities Act (ADA) was signed into law by President Bush. The purpose of the ADA is to integrate persons with disabilities into the economic and social mainstream of American life. Title III of the ADA applies to Buyers and Sellers of "places of public accommodation" and "commercial facilities", and requires that places of public accommodation undertake "readily achievable" removal of communication and access barriers to the disabled. This requirement of Title III of the ADA is effective January 26, 1992.

It is important that building owners identify and undertake "readily achievable" removal of any such barriers in the common areas, sidewalks, parking lots and other areas of the building under their control.

The Seller and Buyer are responsible for compliance with ADA relating to removal of barriers within the workplace i.e., arrangement of interior furnishings and access within the premises, and any improvements installed by lessor and lessee.

Keegan & Coppin Company, Inc. recommends that both parties seek expert advice regarding the implications of the Act as it affects this agreement.

### **Natural Hazards Disclosure Act:**

"The property which is the subject of this contract may be situated in a Special Study Zone as designated under the Natural Hazards Disclosure Act, inclusive, of the California Public Resources Code; and, as such, the construction or development on this property of any structure for human occupancy may be subject to the findings of a geologic report prepared by a geologist registered in the State of California, unless such report is waived by the City or County under the terms of that act. No representations on the subject are made by the Seller or Agent, and the Buyer should make his own inquiry or

investigation".

**Flood Hazard Area Disclosure:**

The subject property may be situated in a "Special Flood Hazard Area" as set forth on a Federal Emergency Management Agency (FEMA) "Flood Insurance Rate Map" (FIRM) or "Flood Hazard Boundary Map" (FHBM). The law provides that, as a condition of obtaining financing on most structures located in a "Special Floods Hazard Area", lender requires flood insurance where the property or its attachments are security for a loan. Buyer should consult with experts concerning the possible risk of flooding.

**Toxic Mold Disclosure (Pursuant to the Toxic Mold Protection Act of 2001)**

The Toxic Mold Protection Act of 2001 requires any person who sells, transfers or rents residential, commercial or industrial property to disclose if they have ACTUAL KNOWLEDGE of a mold condition on the property. The law also requires the California Department of Health Services to identify tolerable exposure limits and develop guidelines for toxic mold identification and remediation. Property owners will be required to provide a more detailed disclosure on toxic mold once the Department of Health Services develops and adopts standards for identifying, measuring and remediating toxic mold.

The Toxic Mold Protection Act of 2001 does NOT require that a property owner have their property tested for toxic mold. It also does NOT require that an agent investigate a property for toxic mold. Property owners only need to disclose any ACTUAL KNOWLEDGE of a mold condition on their property until the above mentioned guidelines are developed and approved. Buyers are advised to obtain a professional assessment of the mold condition of the subject property prior to the close of escrow.

**Installation of Water Use Efficiency Improvements [1101.5]**

On or before January 1, 2019, all noncompliant plumbing fixtures in any multifamily residential real property and in any commercial real property shall be replaced with water-conserving plumbing fixtures. After January 1, 2019, a seller or transferor of multifamily residential real property or of commercial real property shall disclose to the prospective purchaser or transferee, in writing, all noncompliant plumbing fixtures.

**Notice Regarding Gas and Hazardous Liquid Transmission Pipelines**

This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://npms.phmsa.dot.gov/>.

**Commercial Property Owner's Guide to Earthquake Safety**

California State Law requires sellers of commercial property built before 1975 that have precast (tiltup) concrete or reinforced masonry walls and wood-frame floors or roofs to:

- Deliver to the buyer "as soon as practical before the transfer," a copy of *The Commercial Property Owner's Guide to Earthquake Safety*. (Government Code, Section 8893.2)

**Disclosure**

Keegan & Coppin Co., Inc. has made no independent investigation regarding the present or future use or zoning of the Property: ADA-related issues, matters relating to Hazardous Materials, or the compliance of the Property with the Occupational Safety and Health Act or any other federal, state, county or municipal Law. Broker has not investigated, and is not qualified to provide any opinion about the structural, mechanical, or soils conditions of the Property. Broker has not independently verified the size, measurements, or boundaries of the Property, and any representation thereof is made solely based upon information provided to Broker, which Broker deems reliable but does not warrant to be accurate. You should consult your advisors on these matters. Buyer agrees to make its own investigation and determination regarding all matters affecting the value, condition, utility, size, compliance with Laws, and all aspects of the Property's suitability for Buyer's intended use.

**ACKNOWLEDGED AND AGREED BY:**

Signed by:  
Buyer: Leslie Lukacs  
A5CD54933B404F1...  
Leslie Lukacs, its Executive Director

Date: \_\_\_\_\_

Signed by:  
Seller: Walt Johnson  
8AD52E84804D492...

9/8/2025 | 2:46 PM PDT  
Date: \_\_\_\_\_



## ADDENDUM Number 3

In regard to the Offer to Purchase or the Lease dated \_\_\_\_\_ concerning the property located at  
195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)

between Seller or Lessor \_\_\_\_\_  
and Buyer or Lessee Sonoma County Waste Management Agency

**the following ADDENDUM is submitted:**

1. Purchase and Sale Agreement is contingent upon approval by the Board of Directors. The agreement will be presented to Buyer's Board in closed session on September 18, 2025. If the Board agrees to the purchase, Buyer must publish in the newspaper once per week for three weeks. The Board Approval contingency would then be removed at the October 16, 2025 Board meeting.
2. Buyer's initial deposit of \$25,000.00 to be placed into escrow within three (3) business days of Board approval on September 18, 2025.
3. Buyer's inspection conditions to commence upon September 18, 2025 Board approval.
4. Sale/Lease Back: Seller shall have the option to lease back space in the building subject to terms agreed to by the two parties during the escrow period.

**OTHER TERMS:** All other terms to remain the same.

The parties agree to incorporate the provisions of this Addendum as part of the Purchase or Lease described:

Signed by:  
Buyer/Lessee Signature Leslie Lukacs Date 9/5/2025 | 3:51 PM PDT Time \_\_\_\_\_  
A5CD54933B404F1...  
Buyer/Lessee Leslie Lukacs, its Executive Director  
Buyer/Lessee Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Buyer/Lessee \_\_\_\_\_

Signed by:  
Seller/Lessor Signature Walt Johnson Date 9/8/2025 | 2:46 PM PDT Time \_\_\_\_\_  
8AD52E84804D492...  
Seller/Lessor \_\_\_\_\_  
Seller/Lessor Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
Seller/Lessor \_\_\_\_\_

**SALE DISCLOSURE AND CONFIRMATION REGARDING REAL ESTATE AGENCY RELATIONSHIP**

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction. With each specific transaction, you should read the Agency Disclosure and consider how you are being represented.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller. A Seller's agent or a subagent of that agent has the following affirmative obligations:

- To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.
- To Buyer and Seller: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.  
(b) A duty of honest and fair dealing and good faith.  
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

An agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

- To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.
- To Buyer and Seller: (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.  
(b) A duty of honest and fair dealing and good faith.  
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party which does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honest and loyalty in the dealings with either Seller or Buyer.  
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listed price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive of the Civil Code set forth on the reverse hereof. Read it carefully.

**We acknowledge receipt of a copy of this disclosure:**

Seller <u>Walt Johnson</u> Date <u>9/8/2025   2:46 PM PDT</u>	Buyer <u>Leslie Lukacs</u> Date <u>9/5/2025   3:51 PM PDT</u>
<small>8AD52E84804D492...</small>	<small>ASCD54933B404F1 Sonoma County Waste Management Agency</small>
Seller _____ Date _____	Buyer <u>DocuSigned by:</u> _____ Date _____
Agent <u>Shawn Johnson</u> Date <u>9/12/2025   1:28 PM PDT</u>	Agent <u>Russ Mayer</u> Date <u>9/5/2025   3:52 PM PDT</u>
<small>SHAWN JOHNSON, Lic# 00835502</small>	<small>DEF104892F88426 Russ Mayer, Lic# 01260916</small>
Agent <u>Mike Flitner</u> Date <u>9/8/2025   4:56 PM PDT</u>	Agent _____ Date _____
<small>MIKE FLITNER, Lic# 00840890</small>	

**CONFIRMATION OF AGENCY**

We authorize the following agency:

Keegan & Coppin Co., Inc. is the agent of: (Check one)  
(Name of Seller's Agent)  
☐ The Seller exclusively; or  
☒ Both the Buyer and Seller

\_\_\_\_\_ is the agent of: (Check one)  
(Name of Buyer's Agent if not the same as Seller's Agent)  
☐ The Buyer exclusively; or  
☐ The Seller exclusively; or  
☐ Both the Buyer and Seller

**CONFIRMED AND AUTHORIZED:**

Seller Walt Johnson Date 9/8/2025 | 2:46 PM PDT

8AD52E84804D492...

Seller \_\_\_\_\_ Date \_\_\_\_\_

Agent for Seller Shawn Johnson Date \_\_\_\_\_

SHAWN JOHNSON, Lic# 00835502

Agent for Seller Mike Flitner Date \_\_\_\_\_

MIKE FLITNER, Lic# 00840890

**CONFIRMED AND AUTHORIZED:**

Buyer Leslie Lukacs Date 9/5/2025 | 3:51 PM PDT

ASCD54933B404F1  
Sonoma County Waste Management Agency

Buyer DocuSigned by: \_\_\_\_\_ Date \_\_\_\_\_

Agent for Buyer Russ Mayer Date \_\_\_\_\_

DEF104892F88426  
Russ Mayer, Lic# 01260916

Agent for Buyer \_\_\_\_\_

PROPERTY ADDRESS: 195 Concourse Boulevard, Santa Rosa, California 95403 (APN: 059-360-001)



2079.13. As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings:

(a) "Agent" means a person acting under provisions of Title 9 (commencing with section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions code, and under whose license a listing is executed or an offer to purchase is obtained.

(b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee.

The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When as associate licensee owes a duty to any principal, or to transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions.

(c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee.

(d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29.

(e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction.

(f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer.

(g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation.

(h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent.

(i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property.

(j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller.

(k) "real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business of Professions Code.

(l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase.

(m) "Sell," "sale" or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of leasehold exceeding one year's duration.

(n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property or which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor.

(o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller.

(p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5(commencing with Section 2349) of Chapter 1 of title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in real property transaction.

2079.14. Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure from specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows:

(a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement.

(b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a).

(c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained for the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller as his or her last known address, in which case no signed acknowledgement of this receipt is required.

(d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement or receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for the agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.17. (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively.

(b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form:

_____ is the agent of	_____ is the agent of
(Name of Listing Agent)	(Name of Selling Agent if not the same as the Listing Agent)
(Check one)	(Check one)
<input type="radio"/> the seller exclusively; or	<input type="radio"/> the buyer exclusively; or
<input type="radio"/> both the buyer and seller.	<input type="radio"/> the seller exclusively; or
	<input type="radio"/> both the buyer and seller

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18. No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19. The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20. Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21. A dual agent shall not disclose to buyer that the seller is willing to sell the property as a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer.

This section does not alter in any way the duty of responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23. (a) A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

(b) A lender or an auction company retained by a lender to control aspects of a transaction of real property subject to this part, including validating the sales price, shall not require, as a condition of receiving the lender's approval of the transaction, the homeowner or listing agent to defend or indemnify the lender or auction company from any liability alleged to result from the actions of the lender or auction company. Any clause, provision, covenant, or agreement purporting to impose an obligation to defend or indemnify a lender or an auction company in violation of this subdivision is against public policy, void, and unenforceable.

2079.24. Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



## Building Inspection & Analysis

### OFFICE:

14051 Hooper Ct.  
Pine Grove, CA 95665

### CONTACTS:

Cell 209.304.7573  
Toll Free 800.300.1742  
Fax 310.602.0842  
Web [www.pre-spect.com](http://www.pre-spect.com)  
Email [rick@pre-spect.com](mailto:rick@pre-spect.com)

### SERVICES:

Purchase/Sale Inspections  
Residential  
Commercial  
Mobile/Manufactured  
Commercial Property  
Condition Assessments  
Assisted Living Facilities  
Apartments Buildings  
Office Buildings  
Industrial Buildings  
Medical Facilities  
Warehouses  
Shopping Centers

### LICENSES &

### CERTIFICATIONS:

- American Institute of Inspectors, (A.I.I.)
- International Assoc. of Certified Home Inspectors, (InterNACHI)
- California Licensed General Contractor, #374548

[www.pre-spect.com](http://www.pre-spect.com)

## PROPERTY CONDITION REPORT



**Client(s):** Zero Waste Sonoma  
**Property:** 195 Concourse Blvd,  
Santa Rosa, CA  
**Realtor:** Russ Mayer  
**Date:** October 2, 2025  
**Inspector:** Rick DeBoard - Certification #1051  
**Report #:** PCA8239

*This report is prepared for the sole and exclusive use of the Client named above. The acceptance and use of this report by any person other than the Client named above shall be deemed to be a retention of this firm for the purpose of providing an evaluation of this property at a fee equal to the original fee.*

Although a thorough inspection of the property was made, we wish to CAUTION you that conditions may change and equipment may become defective. The Report should not be construed as a guarantee or warranty of the premises or equipment, or future uses thereof. Our SERVICE AGREEMENT/CONTRACT provides additional details.  
**PLEASE READ IT CAREFULLY.**

The inspection, by definition, deals with an existing structure which may have older types of plumbing or wiring. It is very probable that these systems would not meet present standards, although the system(s) did meet requirements at the time they were installed.

**THIS REPORT IS OWNED BY THE CLIENT(S) WHOSE NAME APPEARS ABOVE.  
REPRODUCTION, IMITATION OR DUPLICATION OF THE REPORT SHALL ONLY BE  
PERFORMED WITH THEIR PERMISSION.**

# Table of Contents

EXECUTIVE SUMMARY	3
GENERAL INFORMATION	7
PURPOSE and SCOPE	9
MAPS and DIAGRAMS	11
SITE IMPROVEMENTS	12
STRUCTURAL FRAME	14
BUILDING SHELL	16
ROOFING SYSTEMS	17
PLUMBING SYSTEMS	21
HEATING, VENTILATION and AIR CONDITIONING - (HVAC)	22
ELECTRICAL SYSTEMS	27
OTHER SYSTEMS & COMPONENTS	34
OUT of SCOPE CONSIDERATIONS	36
QUALIFICATIONS	39
CLOSING COMMENTS	41
PCA GLOSSARY	42

## EXECUTIVE SUMMARY

### INTRODUCTION

At your request, we have performed a limited visual survey of specific construction components of the property located at 195 Concourse Blvd, Santa Rosa, CA.

This report is an opinion work, reflecting the visual conditions of the property at the time of the assessment. Hidden or concealed defects cannot be included in this report.

In this Executive Summary, we have summarized what we believe to be the most important conditions concerning the subject property as it pertains to our scope of work. However, please read the ENTIRE report, as all property conditions are NOT included in this EXECUTIVE SUMMARY.

### GENERAL INFORMATION

#### GENERAL INFORMATION

##### GENERAL DESCRIPTION

##### *General Description*

The subject property consists of a raised foundation structure approximately 26 years of age. The property is situated in a commercial area of Santa Rosa, CA.

##### *Wall Construction*

Exterior walls are constructed of dimensional lumber or steel studs clad on the exterior with stucco.

##### *Roof Construction*

Framing is pre-engineered wood trusses, spanning from one exterior wall to another. The roofing surface is a built-up membrane, with a granulated cap sheet and Architectural type asphalt impregnated fiberglass shingles.

##### GENERAL PHYSICAL CONDITION

The subject property has had average maintenance over the years, and all major systems appear to be functioning within typical guidelines considering the age of the structure(s) except for the negative conditions represented in this report. Of those negative conditions, we consider these in this EXECUTIVE SUMMARY to be the most important.

### IMMEDIATE REPAIR EXPENSES

Immediate repairs are described as those repairs which are due to system deficiencies or deferred maintenance and are deemed to be necessary at this time or within the next year. Repairs are deemed to be immediate repairs if one or more of the following conditions exist: (1) existing or potentially unsafe conditions, (2) obvious building or fire code violations, (3) conditions which if left unremedied, have the potential to result in or contribute to critical element or system failure within one year or will most probably result in a significant escalation of its remedial cost.

Estimated costs are formulated using the same type and quality components as the existing ones, unless the existing

components are considered to be inappropriate according to industry standards.

Repairs are included in this category only if the estimated cost-to-cure is \$1,000 or more for that specific repair or replacement.

Conditions noted in this report which can (in the opinion of the Field Observer) be corrected for less than that amount are considered to be a minor cost item.

See the Section below, titled "RECOMMENDATIONS for FURTHER EVALUATION", for those conditions which need further evaluation before a Cost-to-Cure can be established.

The number to the left of the items below refer to the section of the report where you may find a more detailed description of the condition.

## ROOFING SYSTEMS

### FLAT ROOFS

#### 7.1 Roofing Materials

##### **Corrections Recommended-**

1. Severe alligatoring is noted at the parapet walls, which indicates a limited life expectancy.
2. Roof covering appears to be at the end of its useful life and is actively leaking at the two entry overhangs.

The California Title 24 requirements enacted in late 2005 require that any new roof replacements on commercial buildings must conform to a "3 Star Energy Rating", which means that a PVC (poly vinyl chloride) or TPO (thermal-poly olefin), or equivalent type roofing material will be needed. Some local building authorities are interpreting the Title 24 wording to also require that any HVAC components which are lifted off the roof during the re-roofing process cannot be reset onto the curbs unless they also comply with the new stringent Title 24 requirements for HVAC components. This can add considerably to the cost of a roofing installation and is NOT included in any cost estimates we have provided in this report. However, if a TPO or similar roof is installed it is not necessary to lift off the HVAC units. Cost-to-Cure = \$20,000 to \$25,000.

### PITCHED ROOF

#### 7.11 Roof Drainage

##### **Corrections Recommended-**

1. Accelerated rusting noted at the interior of gutters. This is typical for older gutters but indicates a limited life expectancy.
  2. Gutters were noted to be rusted through and leaking at the west and the south eaves.
- Cost-to-Cure = \$8,000.

## HEATING, VENTILATION and AIR CONDITIONING - (HVAC)

### HEATING & COOLING SYSTEMS

#### 9.1 HVAC System Description

##### **Corrections Recommended-**

Two systems are older and are not functioning properly. We believe that it would be more cost effective to replace them rather than repair them.

Cost-to-Cure = \$50,000.

**IMMEDIATE REPAIR COST-TO-CURE TOTAL = \$78,000 to \$83,000**

## MAJOR PROJECTED EXPENSES

Major Projected Expenses are those which are likely to be needed within the next 5 years and for which replacements or repairs are likely to exceed \$3,000.

### PLUMBING SYSTEMS

#### HOT WATER PRODUCTION

##### *8.5 Water Heater*

You should anticipate the need to replace or repair within the next 5 years.

**Projected Expense = \$3,000.**

**MAJOR PROJECTED EXPENSE TOTAL = \$3,000**

### ESTIMATED COSTS ARE PRELIMINARY

The estimated costs in this report have been determined by the use of cost estimating manuals, third party contractors, our company manuals and/or personal construction experience. Opinions of probable costs should only be construed as preliminary budgets. Actual costs most probably will vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work (if applicable), quality of contractor, quality of project management exercised, market conditions, and whether competitive pricing is solicited, etc.

## RECOMMENDATIONS FOR FURTHER EVALUATION

### GENERAL INFORMATION

#### RECOMMENDATIONS for FURTHER EVALUATION

If there are recommendations below for further evaluation by specialist contractors and/or engineers, we strongly advise that said evaluations be performed BEFORE the end of your due diligence period, so that you are fully aware of all circumstances regarding the subject property before agreeing to the purchase. The eventual cost associated with repair or replacements of the components below have not been provided in this report because it will depend on the findings of the specialists in the field.

#### **Further Evaluation-**

We recommend that you consult your real estate professional or attorney in regards to the potential need for a Phase 1 Environmental Assessment to be performed on the subject property. Phase 1 Environmental Assessments establish a baseline for the presence of known hazardous contaminants on the property so that you, your realtor and your lender can qualify for protection against future cleanup costs under the Innocent Landowners Defense Act.

## **STRUCTURAL FRAME**

### STRUCTURAL CAVITIES

#### *5.6 Underfloor Crawl Spaces*

##### **Further Evaluation-**

Ventilation is accomplished by a roof mounted fan which sucks air up from the center of the crawlspace and expels into the outside air. However, we did not see any source of incoming air into the crawlspace, so the effect of this fan will be very minimal, especially at the outside corners of the crawl area. We recommend you consult with sellers to determine how this ventilation works and correct if necessary.

##### **Further Evaluation-**

There is cellulose debris on the crawlspace floor. We recommend a pest inspection be performed by a properly licensed pest control operator.

## **OTHER SYSTEMS & COMPONENTS**

### INTERIOR SPACES

#### *11.3 Ceilings*

The majority of the ceilings are dropped down T-Bar type panels. Ceilings are in serviceable condition with the exception of the following:

Moisture stains were noted at many rooms.

##### **Further Evaluation-**

I am unable to determine if active leakage exists. Make inquiry with the seller as to the history of leaks.

### FIRE PROTECTION

#### *11.5 Sprinklers and Standpipes*

##### **Further Evaluation-**

There is no inspection tag present at the main riser. This is in violation of current standards, and may result in severely increased fire insurance rates by your insurance carrier. The reason for this is that without a recent inspection tag present, the Insurance Service Office (the nationwide rating bureau used by all insurance carriers), can reclassify this structure as having no legally recognized fire sprinkler system installed. We recommend that you contract with a fire sprinkler maintenance firm to perform annual inspections per current requirements.

## GENERAL INFORMATION

### IMPORTANT INFORMATION

#### 1.1 Building Orientation

Location descriptions (such as **north, south, east and west**), will be used to identify where the room is located, or where the condition was found.

#### 1.2 Color Code Definitions

Throughout the body of this report we will use the following colored text to direct your attention:

**Safety Concern:**

The paragraph immediately below "**Safety Concern**" describe conditions that may pose a safety concern of some kind and warrant corrections by a properly qualified specialist in the appropriate trade.

**Further Evaluation:**

The paragraph immediately below "**Further Evaluation**" describe conditions that warrant further evaluation by a properly qualified specialist in the appropriate trade before any conclusion can be made regarding their proper function.

**Corrections Recommended:**

The paragraph immediately below "**Corrections Recommended**" indicate conditions where repair or replacement would improve the integrity and/or functionality of the component. We recommend that all corrections be made by properly qualified specialists in the appropriate trade.

**Recommended Upgrades:**

The paragraph immediately below "**Recommended Upgrades**" describe systems and/or components where upgrades would significantly improve safety or function, but which may not have been available at the time the building was constructed.

### DEVIATIONS from the ASTM E-2018 GUIDE

#### 1.3 Documentation and Other Information:

None of the documents listed below were reviewed in the process of this PCA:

Appraisals, either current or previously prepared.

Certificates of Occupancy.

Safety inspection records.

Warranty information (roofs, boilers, chillers, cooling towers, etc.)

Records indicating the age of material building systems such as roofing, paving, plumbing, heating, air conditioning, electrical, etc.



Historical cost records, such as those costs incurred for repairs, improvements, recurring replacements, etc.

Pending proposals or executed contracts for material repairs or improvements, or descriptions of future work planned.

Outstanding citations for building, fire and zoning code violations.

Previously prepared ADA surveys or status of any improvements implemented to effect physical compliance.

Previously prepared property condition reports by other firms or studies pertaining to any aspect of the subject property's physical condition.

Records indicating building occupancy percentages.

Records indicating building turnover percentages.

Building rent rolls.

Leasing literature, listing for sale, marketing/promotional literature such as photographs, descriptive information, reduced floor plans, etc.

Drawings or specifications (as-built or construction).

#### 1.4 Excluded Components

The following components are excluded from this PCA:

Any and all life safety components or equipment.

Any and all fire protection systems or equipment with the following exception:

If you have specifically contracted for us to provide an inspection of the commercial kitchen equipment then we will be assessing the condition of the Fire Suppression Systems which are installed in those kitchens, (Ansul Systems or equivalent). We are not allowed to activate these systems, but will comment on anything that we feel is pertinent to their effectiveness.

NOTE: Even though fire sprinkler systems are beyond the area of our expertise, we will make comments in the report as to their presence and also may indicate in the report when we see conditions that are suspect.

Any and all comments or evaluations regarding the American with Disabilities Act, unless you have specifically contracted for Pre-Spect to perform a Tier II Abbreviated Accessibility Survey as a part of this PCA.

## PURPOSE and SCOPE

### PURPOSE

#### 2.1 Visual Survey

To perform a limited, visual survey of specific components on the subject property and list our observations of items and conditions which indicate the need for immediate repair.

#### 2.2 Opinions of Probable Costs

If agreed upon in our contract with the user, to provide opinions of probable costs for the repair or replacement of those components which are found to be in need of immediate repair. The opinions of probable costs are intended solely as an indication of the approximate nature and scope of repair and cannot be relied upon as indicating actual nature and scope. Further investigation and solicitation of firm bids by appropriate service companies and contractors is required.

#### 2.3 Projected Major Expenses

If agreed upon in our contract with the user, to ascertain which of the major components are likely to reach the end of their expected lifespan within the next 5 years, and list those components, along with opinions of probable costs for the replacement of those components.

#### 2.4 Intent

Our intent is to appraise you of the general condition of the subject property and to provide information to you which will be helpful in your repurchase considerations as it relates to the condition of the property.

### SCOPE

#### 2.5 Standards of Practice

The Standards of Practice used for this Property Condition Assessment (PCA) are those of *ASTM E 2018, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process*, which has been prepared by the *American Society for Testing and Materials*. *The ASTM E 2018 is upgraded every few years to reflect changes in the industry. To determine which version of the ASTM E 2018 was being used for this PCA, please see your Contract for Services.*

Adherence to the *ASTM E 2018 Guide* is entirely voluntary. We have chosen to incorporate these standards as an integral part of our property assessment process to promote uniformity with regards to commercial real estate transactions.

Every commercial property is different, and every client has different needs, expectations and budgets. Our approach to these varying requirements is to custom tailor each of our property assessments individually according to those differences and needs. As a result, some of the *ASTM E 2018* guidelines are not appropriate. Any deviations from the *ASTM Guide* are listed in the EXECUTIVE SUMMARY of the report.

## 2.6 Inclusions

The scope of our assessment was limited to the following specific visually accessible components: Foundations of the building(s), structural framing (load carrying members only), interior and exterior claddings, roof structure and load carrying members of the roof framing, mechanical systems, electrical systems, and plumbing systems.

## 2.7 Report is Confidential

Our assessment and this report are intended to be confidential to you, our client, for your exclusive use. They cannot be relied upon by a third party. We make no representation as to the condition of this property other than stated specifically in writing in the text of this narrative report. Further investigation including acquisition of bids by contractors and service companies in respect to any recommendations within this report are recommended and required.

## MAPS and DIAGRAMS

The following maps and diagrams are not to scale and do not include details. Smaller rooms and/or closets may have been left out for clarity. Maps and diagrams are merely for your use in understanding the comments in this report with respect to component systems and locations.

The top of each page is approximate NORTH, (as it applies to this report), unless otherwise noted. Actual north may be slightly different.

### SATELLITE VIEW

3.1



## SITE IMPROVEMENTS

### SITEWORK

#### 4.1 Topography

The site where the structure is built is gently sloped downhill away from the structure.

#### 4.2 Storm Water Drainage

Drainage appears adequate, and all indications are that ground water drains away from the structure properly. Drain inlets/outlets were noted which indicate the presence of an underground drainage system. Since most of this system is not visible, THESE COMPONENTS ARE NOT A PART OF THIS ASSESSMENT.

#### 4.3 Access and Egress

Access and egress to the subject property are via Concourse Blvd. from the east, Access and egress both appear adequate and no concerns are noted.

#### 4.4 Paving, Curbing and Parking

All parking and driving surfaces on the lot are paved with asphalt. Good condition. Curbs and bumpers are of concrete, and all appear to be in satisfactory condition. Space marking of the parking stalls appears to be adequately visible.

#### 4.5 Flatwork

All walkways on the site are paved with concrete. Good condition.

#### 4.6 Landscaping

Landscaping appears to have been adequately maintained.

#### 4.7 Landscape Sprinklering

Automatic sprinkler system was noted, however, since sprinkler timers are complicated and time consuming to inspect, and since sprinkler heads are often hidden in areas of dense foliage, these components are NOT A PART OF THIS ASSESSMENT. We recommend that you have the sellers demonstrate this system to you on the final walk-through before the close of escrow.

### UTILITIES

#### 4.8 Water Service

Potable water is provided by some form of a public water agency. We were unable to locate the water shut-off or the water meter for this property. We recommend that you consult with the sellers to determine the location of this equipment.

#### 4.9 Electrical Service

---

Electrical service enters the property via an underground conduit. Meter is located at north exterior electrical closet.

#### 4.10 Gas Service

---

Natural Gas is supplied to the property from a public utility company. The size of the incoming supply line from the utility company where it exits the ground appears to be 1". Gas meter and shutoff is located at the north exterior wall.

#### 4.11 Sanitary Sewer

---

The subject property appears to be serviced by the public sewer system, however, these components ARE NOT A PART OF THIS ASSESSMENT.

#### 4.12 Storm Drain System

---

The subject property appears to be serviced by the public storm drain system, however, these components ARE NOT A PART OF THIS ASSESSMENT.

## STRUCTURAL FRAME

### FOUNDATION & LOAD BEARING WALLS

#### 5.1 Foundation

The above ground portions of the foundation reveal a concrete or concrete block stem wall at the perimeter. No readily visible challenges are noted.

#### 5.2 Load Bearing Walls

Framing of the load bearing walls appears to be constructed of dimensional wood or steel studs (conventional stud type construction). However, since most of these cavities are not available for inspection, we are unable to verify that all walls are of this type.

### FLOOR & ROOF FRAMING SYSTEMS

#### 5.3 Floor Framing

Floor framing is accomplished by the use of truss joists (laminated upper and lower cord with oriented strand board webbing). All visible areas of the floor framing appears to be adequate. Subfloor consists of oriented strand board.

#### 5.4 Roof Framing

Roof framing consists of pre-engineered and pre-assembled wood trusses, spanning from one exterior wall to another. Roof sheathing is Oriented Strand Board, (OSB). All areas which were visible for examination appear to be in good structural condition.

### STRUCTURAL CAVITIES

#### 5.5 Attic Spaces

Attic space is limited in most cases to the area above the T-Bar ceilings. Many of these areas are not readily accessible for evaluation due to the lack of a walking platform. Inspection was made at various areas by the use of a ladder and no abnormalities were noted. Ventilation appears to be adequate.

#### 5.6 Underfloor Crawl Spaces

Crawl space is fully accessible.

##### Further Evaluation-

Ventilation is accomplished by a roof mounted fan which sucks air up from the center of the crawlspace and expels into the outside air. However, we did not see any source of incoming air into the crawlspace, so the effect of this fan will be very minimal, especially at the outside corners of the crawl area. We recommend you consult with sellers to determine how this ventilation works and correct if necessary.

##### Further Evaluation-

There is cellulose debris on the crawlspace floor. We recommend a pest inspection be performed by a

properly licensed pest control operator.



## BUILDING SHELL

### BUILDING ENVELOPE

#### 6.1 Sidewall Systems

Sidewall system(s) consists of stucco. Cladding is in serviceable condition with no abnormalities noted. Vegetation or storage of owner's/tenants belongings limits the inspection of the walls in some locations.

#### 6.2 Eaves and Overhangs

Good condition.

#### 6.3 Fenestration Systems - Walk Doors

The exterior walk doors are storefront type. All appear to be in adequate condition.

#### 6.4 Fenestration Systems - Windows

Windows in this structure are aluminum framed.

Glazing is single pane.

Windows are the fixed pane type. All appear to be in good condition, with the exception of the following:

**Corrections Recommended-**

Weatherstripping is damaged at one window on the east side. This is a minor cost item.

#### 6.5 Weatherproofing (Paint/Stain)

Weatherproofing appears to be in adequate condition at all areas which were visible.

#### 6.6 Insulation

Walls:

Exterior walls were found to contain R-19 fiberglass insulation at all areas where we were able to verify. It is assumed, therefore, that all exterior walls are insulated in the same manner.

Attic/Ceilings:

The type of insulation in the attic is fiberglass batts, with an approximate energy rating of R-19. Current standards for new construction in attics and ceilings is R-30 to 38. R-19 is considered typical for older structures.

Underfloor:

No insulation was found at the underfloor areas.

## ROOFING SYSTEMS

### FLAT ROOFS

#### 7.1 Roofing Materials

This section of the report is concerning the roofing materials at the mechanical pit and the two entry overhangs.

Roofing application consists of a built-up membrane with a granulated cap sheet. We are unable to determine how many plies of felt paper were applied, as it would be necessary to take a core sample of the membrane to do so. The typical industrial application would be 3, 4 or 5 plies of felt paper. Typical life expectancy of a NEW 3 ply application is 8-10 years, 4 plies is 10-15 years, and a 5 ply roof is 15-20 years.

#### **Corrections Recommended-**

1. Severe alligating is noted at the parapet walls, which indicates a limited life expectancy.
2. Roof covering appears to be at the end of its useful life and is actively leaking at the two entry overhangs.

The California Title 24 requirements enacted in late 2005 require that any new roof replacements on commercial buildings must conform to a "3 Star Energy Rating", which means that a PVC (poly vinyl chloride) or TPO (thermal-poly olefin), or equivalent type roofing material will be needed. Some local building authorities are interpreting the Title 24 wording to also require that any HVAC components which are lifted off the roof during the re-roofing process cannot be reset onto the curbs unless they also comply with the new stringent Title 24 requirements for HVAC components. This can add considerably to the cost of a roofing installation and is NOT included in any cost estimates we have provided in this report. However, if a TPO or similar roof is installed it is not necessary to lift off the HVAC units.

Cost-to-Cure = \$20,000 to \$25,000.



**Water dripping off of window frame**



### 7.2 Number of Roofing Applications

A maximum of three layers are allowed on most commercial roofs, because each layer, (or roofing application), adds weight to the structure. After three roofing applications are placed on the roof, all layers must be stripped off before another application can be installed.

We are unable to determine how many layers of roofing materials are applied.

### 7.3 Pitch of Roof

The approximate roof pitch is less than 1:12. This is considered adequate and acceptable for the type of roof covering which is installed.

### 7.4 Roof Flashings

Roof flashings appear to be adequately installed and maintained.

### 7.5 Roof Drainage

Roof drainage is accomplished by drains and overflows built into the roofing surface, as typical for a low pitch roof.

All gutters and drains appear to be in acceptable condition.

## PITCHED ROOF

### 7.6 Roofing Materials

The roof covering is Architectural Composition Shingles. (Also called Dimensional Composition). Typical life expectancy of a architectural grade composition roof is 20 to 25 years, assuming that the roof is properly maintained. (Roofing manufacturers often give a 25, 30 or even 40 year warranty, but this is merely the amount of time that they warrant against material defects, it is NOT a guarantee that the roof will last that long). This roof appears to be in good condition, with the exception of the following;

#### **Corrections Recommended-**

Moss is growing on the roof surface in some places. We recommend that the surface be cleaned of this growth with the appropriate cleaning solution, as moss can lead to gradual deterioration of the roofing surface. This is a minor cost item.



#### 7.7 Number of Roofing Applications

One layer of the roofing material was noted. Single layer roofs will typically last longer than multi-layered roofing surfaces, because they do not build up as much heat.

#### 7.8 Pitch of Roof

The approximate roof pitch is 5:12. This is considered adequate and acceptable for the type of roof covering which is installed.

#### 7.9 Estimated Remaining Life

Remaining life is approximately, 18 - 20 Years with regular maintenance, assuming repairs are performed on the negative conditions which are noted in this report.

#### 7.10 Roof Flashings

Roof flashings appear to be adequately installed and maintained, except for the following;

##### **Corrections Recommended-**

Some flashings are showing signs of rust. The recommended treatment for preventative maintenance of flashings is to wire brush the rusted surfaces, apply rust inhibitive paint and then a final coat of paint. This is a minor cost item.

#### 7.11 Roof Drainage

Roof drainage is accomplished by means of galvanized metal gutters installed at the low end of the sloped roofs.

##### **Corrections Recommended-**

1. Accelerated rusting noted at the interior of gutters. This is typical for older gutters but indicates a limited life expectancy.

2. Gutters were noted to be rusted through and leaking at the west and the south eaves.

Cost-to-Cure = \$8,000.



## PLUMBING SYSTEMS

### PIPING & DISTRIBUTION

#### 8.1 Supply Piping System

The visible supply line plumbing consists of copper. Adequate flow was noted, and no deficiencies were encountered.

#### 8.2 Waste Piping System

The majority of the visible waste line plumbing pipe is ABS plastic. Functional flow was noted at all fixtures which we were able to examine. No deficiencies were noted.

#### 8.3 Natural Gas/LPG System

The majority of gas piping at visible areas consist of black iron and galvanized. Fuel type is natural gas. The gas system for this/these structure(s) appear to be in serviceable condition at all areas which were visible.

#### 8.4 Plumbing Fixtures

An examination of the observable plumbing fixtures was performed, and no deficiencies were noted.

### HOT WATER PRODUCTION

#### 8.5 Water Heater

Located in the attic near restrooms. Manufactured by State. Capacity is 30 gallons. This heater is powered by Electricity. This unit appears to be 25 - 30 years old. I believe this to be the original water heater installed when the building was constructed. Fair condition. A Safety Relief Valve was noted, but TESTING OF THESE DEVICES IS NOT A PART OF THIS INSPECTION. Unit is braced according to current standards. This unit is internally insulated.

You should anticipate the need to replace or repair within the next 5 years.

**Projected Expense = \$3,000.**





## HEATING, VENTILATION and AIR CONDITIONING - (HVAC)

### HEATING & COOLING SYSTEMS

#### 9.1 HVAC System Description

Heat and cooling generation for the interior environment is accomplished by means of combination forced air furnaces and electric air conditioning packaged units (commonly referred to as Gas Packs or Packaged Units) located at the rooftop.

For specific notes and comments regarding the heating and cooling units, refer to the Table of Heating and Cooling Components below.

Summary of information contained in the HVAC table regarding the heating components are as follows:

System(s) appear to operating within typical parameters, with the exception of the conditions below.

#### **Corrections Recommended-**

Two systems are older and are not functioning properly. We believe that it would be more cost effective to replace them rather than repair them.

Cost-to-Cure =\$50,000.

Table of Heating and Cooling Components

#### 9.2

The Comment Codes are explained directly below the Table.

#	Location of Unit	Brand Name	Type	Year Built	BTU or Tons	Comment Codes (see code descriptions below table)
1	Roof.	Bryant.	Both Natural Gas or LPG Combination Heating & Cooling.	2022.	100,000.	No Comments.
2	Roof.	Carrier.	Both Natural Gas or LPG Combination Heating & Cooling.	2000.	50,000.	OLD, TMP.
3	Roof.	Carrier.	Both Natural Gas or LPG Combination Heating & Cooling.	2000.	50,000.	OLD, TMP.



## 9.6 Comment Codes for the Table of Heating & Cooling Components

**The COMMENTS CODES below are the descriptive text regarding a variety of anomalies which can be found regarding heating and cooling systems. If you have any 2 or 3 letter abbreviations in the "Comments" column at the far right hand side of the Table above, then this is where you will find the definition for that abbreviation.**

**BC** = The burner turned off before the room temperature reached its target, or the burner cycles off and on again.

**CD** = The cooling fins are damaged or corroded.

**CM** = There are anomalies concerning the primary or secondary condensate drain lines or drain pans.

**CP** = There does not appear to be an adequate source of combustion air for the furnace burner, (or the air source is blocked), this can cause poor combustion of the burner gases. Proper combustion air includes both an upper and lower air source.

**DI** = The insulation wrap is missing or deteriorated at some sections of the refrigerant line. The larger of the two refrigerant lines which run from the air compressor to the furnace are meant to be fully insulated to prevent loss of cooling efficiency.

**DNT-1** = We were unable to properly test this component, as the temperature inside the building was too hot for the furnace to come on, or the ambient temperature was too low to test the cooling cycle. Turning the air conditioning on when the ambient temperature has been below 65 degrees within the last 24 hours can cause damage to cooling components.

**DNT-2** = We were unable to properly evaluate this component. It was either shut-down, power was off, pilot was out, access was restricted, or some other condition was encountered which hindered our ability to properly evaluate this system.

**EC** = There are indications that there may be cracks in the heat exchanger. This can allow harmful emissions to be released into the habitable space of the building, and is a potential hazard!

**EH** = The exhaust venting does not conform to typical standards, (too close to combustible materials, improper size or configuration, improper joints, etc.), this is a potential hazard!

**EL** = There are indications that there may be a leak in the evaporator coil plenum.

**FB** = The filter is either missing, dirty, installed incorrectly or otherwise deficient (if the filter is an electronic type, it may not be functioning).

**FC** = The circulation fan cycles off and on while the burner remains lit, or the fan does not turn on within the required time. Both of these conditions can cause cracks in the heat exchanger.

**FL** = There are anomalies concerning the color of the burner flame. This indicates an improper air/fuel

mixture and can create noxious fumes.

**GF** = There are anomalies concerning the flexible gas connector of this furnace, these can result in potentially hazardous conditions.

**NF** = This unit did not respond to normal operating controls.

**NR** = There are no service records on site that we could locate, typically they are attached to the unit or in the near vicinity. Since we have no service records to establish that regular maintenance has been performed we recommend evaluation and servicing of this unit be preformed by a qualified HVAC technician.

**NS** = There are indications that this system has NOT been serviced within the last year. We recommend servicing of all HVAC components at least once a year for the purposes of improved performance and longevity.

**OLD** = This component is past (or near) the end of its expected useful life. You may wish to budget funds for replacement at some time within the next five years.

**OLD-2** = This cooling component is past (or near) the end of it's expected useful life. You may wish to budget for replacement at some time within the next five years.

**RC** = The model number of this furnace indicates that it may be one of those furnaces which has been recalled by the manufacturer or the Consumer Protection Agency.

**SC** = The location of this component or the way in which it was installed may cause it to be damaged or may cause a hazardous condition.

**TI** = The burner does not ignite within the required amount of time after the pilot is lit, or the electronic ignition is malfunctioning. both of these conditions can allow too much gas to accumulate in the burner compartment which in turn can cause an explosion upon ignition.

**TMP** = The output temperature of this system does not conform to typical standards.

**UN** = This components makes unusual noises during operation.

---

## 9.7 HVAC Identification Photos

---



**HVAC #1**



**HVAC #2**



**HVAC #3**

## HEAT & AIR DISTRIBUTION

### 9.8 Distribution Systems

Air is distributed to the various interior rooms by means of flexible insulated ducts. All visible components of this system are in adequate condition.

### 9.9 Heat & Air Control Systems

The various interior zones are controlled by programmable thermostats. Multiple thermostats are employed.

## VENTILATION

#### 9.10 Bathroom/Restroom Ventilation

Good condition.

## ELECTRICAL SYSTEMS

A random testing was performed on the various outlets and switches, but NOT all were tested. During a typical inspection there are many that are not accessible due to furniture, storage, etc. Light switches which do not appear to function are deemed to have a burned out bulb, unless other anomalies are noticed. We examined all service panels and subpanels which were found on the property, however, other panels and subpanels may exist which we did not find during our visit to the property as they are sometimes hidden in closets or behind wall hangings and/or furniture. We recommend that all electrical hazards be corrected by a licensed electrical contractor. If we have recommended that a licensed electrical contractor examine this entire system, it is because; 1) there was aluminum wiring noted at the minor circuits of the structure, or 2) there were a significant number of electrical hazards found to indicate that someone other than a competent electrician has been working on the system. In either event, there are likely to be additional hazards found by the electrician which this limited inspection did not locate.

### INCOMING SERVICE

#### 10.1 Service Conductors

Electrical service to the property is via an underground conduit from the utility company. Unable to determine whether entrance cables are copper or aluminum, as these components are not available for viewing.

#### 10.2 Service Disconnect

The main disconnect is located at the north exterior electrical closet of the structure. The rating of the service disconnect equipment is 600 AMPS. Overload protection is provided by breakers.

Good condition.

Manufactured by Siemens.

208/120 volts, 3 Phase, 4 Wire, Short Circuit Current Rating is 50k RMS @ 240 volts.

There is room for expansion in this panel. No apparent hazards were noted at this panel.



## PANELS & SWITCHBOARDS

### 10.3 Panel Types

Overload protection inside service panels is provided by breakers.

### 10.4 Overall Condition of Electrical Panels

For specific notes and comments regarding the switchboards and subpanels, see the "Table of Electrical Panels and Switchboards" later in this section.

For your convenience, we have summarized the conditions found in the Table of Electrical Panels and Switchboards immediately below:

*Panels appear to be in acceptable condition at this time, with the exception of the comments noted below:*

The breakers/fuses at one of the panels are incorrectly or inadequately labeled.

Some breakers are turned off at one of the panels.

We were unable to inspect inside the dead cover at one of the panels, (either because there was not adequate access or some other type of restriction).

#### **Safety Concern-**

#### **Corrections Recommended-**

*We found the following safety concerns regarding the panels:*

One of the panels have the space immediately in front of them restricted by furniture or some other type of permanent obstruction, which is a violation of the required 36" dedicated free space in front of all electrical equipment. This requirement is for the safety of electrical technicians and maintenance personnel. In order to correct this condition, the panel(s) or the obstruction in front of the panel(s) will need to be moved to a different location.

This is a minor cost item.

## TABLE of ELECTRICAL PANELS and SUBPANELS

### 10.5

Explanation of the Comment Codes appear directly below the Table.

#	Location of Panel	Volts	Brand Name	AMPS	Phases / Wires	Room for Expansion	Comment Codes (see code descriptions below table)
1	Electrical closet.	208/120.	Siemens.	125.	3/4.	Yes.	OFF.
2	Electrical Closet.	208/120 & 120/240.	Square D.	225.	3/4.	Yes.	LM.
3	Interior Suite B.	?	Square D.	?	?	Yes.	VDS, DNT.
4	Interior Suite A.	120/240.	Square D.	225.	3/4.	Yes.	No Comments.

#### 10.10 Comment Codes For the Table of Electrical Panels & Switchboards

**The COMMENTS CODES below are the descriptive text regarding a variety of anomalies which can be found at electrical panels. If you have any 2 or 3 letter abbreviations in the "Comments" column at the far right hand side of the Table above, then this is where you will find the definition for that abbreviation.**

**AO** = Antioxidant is missing at some of the aluminum connections, this is a potential hazard!

**COR** = Corrosion is noted within the electrical panel, this is a potential hazard!

**CT** = Some wires are not identified properly with colored tape (different color wires are for different purposes, and when wires of the wrong color are used they are required to be taped with the correct color tape so that technicians can correctly identify them). **DB** = Multiple wires are connected to a single lug on a circuit breaker where only one wire should be connected, this is a potential hazard!

**DE** = This panel is not rated for installation in a dusty environment.

**DM** = Dead cover is missing which allows direct access to high voltage wiring, this is a potential hazard!

**DNT** = Unable to properly evaluate this panel, access is blocked by owners/tenants belongings.

**FB** = There are circuits coming from this subpanel which bypass the breaker/fuse system, this is an extreme potential hazard!

**FED** = This is a Federal Pacific StabLok brand panel. We do not typically open these panels, as the only thing that holds the breakers in place is the dead cover. When the dead cover is removed, the breakers can fall out. There have been many challenges with this brand panel over the years, (including, but not limited to failure of the breakers to trip when necessary), and we strongly recommend that you have this panel replaced by a properly qualified electrician. For more information, go to <http://www.inspect-ny.com/fpe/fpepanel.htm>.

**FM** = One or more fuses/breakers are missing at this panel.

**FTP** = This is a "Fuse" type panel, rather than the newer "Breaker" type panel.

**GFI** = One or more GFCI breakers, (Ground Fault Circuit Interrupter type breakers), within this panel are not operational, this is a potential hazard!

**GLM** = The grounding lug has been removed (or is missing) from the neutral busbar. In a main panel, there should be a lug connecting the neutral busbar to the panel housing or to the grounding busbar, this is a potential hazard!

**GN** = Some grounding wires are connected to the neutral busbar. In a sub-panel, only neutral wires should be connected to this busbar. All grounding wires should be connected to a busbar which is directly grounded to the subpanel housing. This is a potential hazard!



**GRM** = Some conductors are passing through the panel enclosure wall without the protection of grommets (to prevent chaffing), this is a potential hazard!

**HB** = The handles are broken (or some other part of the breaker), at one or more breakers in this panel.

**KO** = Some of the unused openings in the panel are missing covers. These covers can be either plastic or metal and are called knock-outs, they are available at most hardware stores for less than a dollar. They simply clip into place without the use of any tools). However, they are important because without them one could stick their fingers into the panel and come into direct contact with high voltage, this is a potential hazard!

**LGC** = Loose clamp at water line or ground rod, this is a potential hazard!

**LM** = Labeling of breakers is incomplete, inaccurate or not legible.

**LN** = The panel box grounding lug is still attached to the neutral busbar. In a subpanel, this grounding lug should be removed from the neutral busbar so that the busbar is completely isolated from the panel box, this is a potential hazard!

**LT** = Loose terminals are noted within this panel, this is a potential hazard!

**MC** = Missing panel cover/door allowing for moisture entry into panel, this is a potential hazard!

**MST** = Moisture is getting inside the panel box, this is a potential hazard!

**NG** = One or more neutral wires are connected to the grounding busbar, this is a potential hazard! In a sub-panel, only grounding wires should be connected to this busbar. All neutral wires should be connected to a busbar which is isolated from the subpanel housing.

**NGB** = There is no separate grounding busbar, grounding wires are connected to the neutral busbar, this is a potential hazard! In a subpanel only the neutral wires should be connected to the neutral busbar, which is isolated from the subpanel housing. The grounding wires should be connected to a separate busbar that is directly grounded to the subpanel housing.

**NNA** = This panel is not approved for damp locations, therefore it will allow moisture to penetrate into the panel, causing potentially hazardous conditions.

**NNB** = There is no neutral busbar, therefore, the neutral wires are connected to the grounding busbar, this is a potential hazard! In a sub-panel, only grounding wires should be connected to this busbar. All neutral wires should be connected to a busbar which is isolated from the subpanel housing.

**OC** = It would take a calculation by an electrician to determine for certain, but this panel enclosure APPEARS to be overcrowded with wiring, Panel boxes are rated for a certain amount of heat that is generated by the connections within them, the more wiring and connections, the more heat build-up. Therefore, this can be a potential hazard!

**OF** = Over fusing was noted at one or more circuits, (fuse or breaker size too large for wire size). As a result, the fuse/breaker is not capable of detecting excessive heat in the circuit and it may allow the wires to get too hot, resulting in a potential fire hazard.

**OFF** = One or more breakers were turned OFF at this panel on the day of inspection.

**OLD** = This panel is of the older variety. Older panels have older breakers that may malfunction when needed and parts may no longer be available. Like any other type of equipment, electrical panels and switchgear have a limited life expectancy, and you might consider budgeting money to replace this panel within the next 5 years.

**PF** = This panel contains plug type fuses, which are a very reliable type of electrical fuse. However, since plug fuses can be easily replaced with another plug fuse of the wrong amperage (creating a potentially hazardous condition), they are discouraged by electricians and insurance companies. We recommend all plug type fuses be replaced by TYPE S fuses. The process involves the installation of adaptors that fit into each fuse holder which have different diameter threads for each amperage rating. Once installed, a fuse of the wrong amperage rating cannot be inserted, thereby eliminating any potential over-fusing hazard.

**PS** = Some of the screws which hold the dead cover in place have pointed ends, this is a potential hazard! Typically, blunt screws are used for dead covers as the pointed screws can damage wiring inside the panel box.

**RST** = A moderate to heavy accumulation of rust was noted inside the panel, which indicates that moisture is gaining access to the inside of the panel housing. This can cause shorts as well as corrode the connection terminals and can be a potential hazard!

**SYL** = This is an older type "Zinsco" or "Sylvania" brand panel. The main concern with the breakers in these panels is a design shortcoming, meaning that they were built for simpler times and reduced consumption, so they fail to shut down the whole circuit in case of overloading. This can cause the panel to overheat, which in time deteriorates the board and, worst case scenario, to catch fire. We recommend replacement of this panel immediately by a properly licensed electrician. See <https://pennaelectric.com/electrician-blog/zinsco-panel-recall/>

**TH** = This panel is mounted too high above the walking surface to be able to reach all of the breakers/fuses without the use of a ladder.

**TM** = One or more 220 volt breaker handle(s) are missing the handle tie(s). This condition could do damage to the major appliance it serves if one half of the breaker trips without the other.

**TRP** = One or more breakers in this panel were TRIPPED on the day of the inspection, this could indicate some type of hazard within the circuit, or a defective breaker. Resetting and/or evaluating breakers is beyond the scope of this assessment, therefore, we recommend that this condition be evaluated by a properly qualified electrical contractor.

**UNK** = It is unknown whether there are any hazards inside this panel, because we could not remove the panel dead cover.

**VDS** = There is some type of permanent obstruction within the dedicated space immediately in front of this panel, typically there is a dedicated space of 36" required in front of all electrical equipment.

**VEG** = Overgrown shrubbery prevents easy access to this panel, we recommend vegetation be trimmed back to allow for quick access in the event of an emergency.

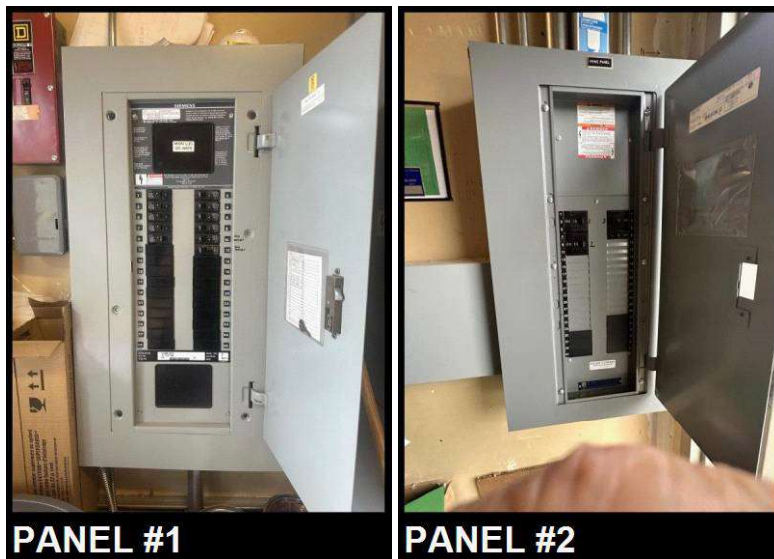
**WB** = Some of the breakers installed are not the approved type of breakers for this panel, which voids the UL listing of the panel.

**WS** = An excessive number of wire splices were noted inside the panel, this is typically not recommended, as it increases heat inside the panel box. Therefore, it can be a potential hazard!

**ZIN** = This is a Zinsco or Sylvania brand panel. The main concern with the breakers in these panels is a design shortcoming, meaning that they were built for simpler times and reduced consumption, so they fail to shut down the whole circuit in case of overloading. This can cause the panel to overheat, which in time deteriorates the board and, worst case scenario, to catch fire. We recommend replacement of this panel immediately by a properly licensed electrician.

#### 10.11 Electrical Panel Identification Photos

---



### DISTRIBUTIONS SYSTEMS

#### 10.12 Distribution Conductors

---

The type of wiring used is a three conductor, grounded system (or two conductors with metal conduit acting as the equipment grounding conductor). The type of sheathing used is nonmetallic cable (NM) and electrical metallic tubing (EMT).

Branch conductors are copper where visible.

No apparent branch wiring safety concerns were noted.

#### 10.13 Switches and Outlets

A random testing was performed on the various outlets and switches, but NOT all were tested. During a typical inspection there are many that are not accessible due to tenant's furnishings, storage, etc. Light switches which do not appear to function are deemed to have a burned out bulb, unless other anomalies are noticed.

Ground Fault Circuit Interrupters (GFCI's) have been provided at appropriate areas for the era in which this building was constructed/remodeled.

No apparent safety concerns were noted at the outlets/switches.

#### 10.14 Lighting Fixtures

Light fixtures appear to be serviceable.

## OTHER SYSTEMS & COMPONENTS

### INTERIOR SPACES

#### 11.1 Floors & Floor Coverings

Floors and floor coverings appear to be in serviceable condition.

#### 11.2 Walls and Wall Coverings

The majority of wall coverings are Drywall. Walls and wall coverings appear to be in serviceable condition.

#### 11.3 Ceilings

The majority of the ceilings are dropped down T-Bar type panels. Ceilings are in serviceable condition with the exception of the following:

Moisture stains were noted at many rooms.

##### **Further Evaluation-**

I am unable to determine if active leakage exists. Make inquiry with the seller as to the history of leaks.

#### 11.4 Interior Doors

Interior doors are wood, with wood frames. All accessible doors were examined all are operating adequately, with the exception of the following:

##### **Corrections Recommended-**

One door rubs against the jamb. This is a minor cost item.

### FIRE PROTECTION

#### 11.5 Sprinklers and Standpipes

A fire sprinkler system is installed for this structure, but inspection of these components is beyond the scope of this assessment. The main riser for the sprinkler system is located at the northeast interior closet.

##### **Further Evaluation-**

There is no inspection tag present at the main riser. This is in violation of current standards, and may result in severely increased fire insurance rates by your insurance carrier. The reason for this is that without a recent inspection tag present, the Insurance Service Office (the nationwide rating bureau used by all insurance carriers), can reclassify this structure as having no legally recognized fire sprinkler system installed. We recommend that you contract with a fire sprinkler maintenance firm to perform annual inspections per current requirements.

#### 11.6 Fire Extinguishers

---

There appear to be an adequate number of fire extinguishers installed for this facility, and the inspection tags reveal they have been recharged within the last year (as typically required).

#### 11.7 Fire Alarm Systems

---

A fire alarm system appears to be installed for this structure, however, these are beyond the scope of this assessment.

#### 11.8 Smoke Alarms

---

##### **Safety Concern-**

##### **Corrections Recommended-**

The requirement for commercial buildings is not clear in regards to smoke detectors. As a general rule we suggest that a fully functional smoke detector be installed in each room and hallway of the structure. Smoke detectors should carry a tag that clearly shows when the last maintenance was performed on the device, as well as the date in which the batteries were replaced. Smoke detectors should create an audible alarm signal for occupants to hear. This is a minor cost item.

## OUT of SCOPE CONSIDERATIONS

### ACTIVITY EXCLUSIONS

#### 12.1

The activities listed below generally are excluded from or otherwise represent limitations to the scope of a PCA prepared in accordance with the *ASTM E 2018-08 Guide*. These should not be construed as all-inclusive or imply that any exclusion not specifically identified is a PCA requirement under the *ASTM Guide*:

Identifying capital improvements, enhancements, or upgrades to building components, systems, or finishes. The consultant must be aware of the distinction between repair and replacement activities that maintain the property in its intended design condition, versus actions that improve or reposition the property.

Removing, relocating, or repositioning of materials, ceiling, wall, or equipment panels, furniture, storage containers, personal effects, debris material or finishes; conducting exploratory probing or testing; dismantling or operating of equipment or appliances; or disturbing personal items or property, that obstructs access or visibility.

#### 12.2 .

Preparing engineering calculations (civil, structural, mechanical, electrical, etc.) to determine any systems, components, or equipments adequacy or compliance with any specific or commonly accepted design requirements or building codes, or preparing designs or specifications to remedy any physical deficiency.

#### 12.3

Taking measurements or quantities to establish or confirm any information or representations provided by the owner or user, such as size and dimensions of the subject property or subject building; any legal encumbrances, such as easements; dwelling unit count and mix; building property line setbacks or elevations; number and size of parking spaces; etc.

Reporting on the presence or absence of pests such as wood damaging organisms, rodents, or insects unless evidence of such presence is readily apparent and material during the course of the field observers walk-through survey or such information is provided to the consultant by the owner, user, property manager, etc. The consultant is not required to provide a suggested remedy for treatment or remediation, determine the extent of infestation, nor provide opinions of probable costs for treatment or remediation of any deterioration that may have resulted. This exclusion does not apply if we have agreed to provide a pest & dry-rot inspection report as a part of our written contract, is such is the case then their report will be attached to the end of this report as an appendix.



Reporting on the condition of subterranean conditions, such as soil types and conditions, underground utilities, separate sewage disposal systems, wells; systems that are either considered process-related or peculiar to a specific tenancy or use; or items or systems that are not permanently installed.

Entering or accessing any area of the premises deemed to potentially pose a threat of dangerous or adverse conditions with respect to the field observers health or safety, or to perform any procedure, that may damage or impair the physical integrity of the property, any system, or component.

Providing an opinion on the condition of any system or component, that is shutdown. However, consultant is to provide an opinion of its physical condition to the extent reasonably possible considering its age, obvious condition, manufacturer, etc.

Evaluating acoustical or insulating characteristics of systems or components.

Providing an opinion on matters regarding security of the subject property and protection of its occupants or users from unauthorized access.

Operating or witnessing the operation of lighting, lawn irrigation, or other systems typically controlled by time clocks or that are normally operated by the buildings operation staff or service companies.

Providing an environmental assessment or opinion on the presence of any environmental issues such as potable water quality, asbestos, hazardous wastes, toxic materials, the location or presence of designated wetlands, mold, fungus, IAQ, etc.

## WARRANTY, GUARANTEE, and CODE COMPLIANCE EXCLUSIONS

### 12.4

By conducting a PCA and preparing a PCR, the consultant merely is providing an opinion and does not warrant or guarantee the present or future condition of the subject property, nor may the PCA be construed as either a warranty or guarantee of any of the following:

Any systems or components physical condition or use, nor is a PCA to be construed as substituting for any systems or equipments warranty transfer inspection;

Compliance with any federal, state, or local statute, ordinance, rule or regulation including, but not limited to, fire and building codes, life safety codes, environmental regulations, health codes, zoning ordinances, compliance with trade/ design standards, or standards developed by the insurance industry. However, should there be any conspicuous material present violations observed or reported based upon actual knowledge of the field observer or the PCR reviewer, they should be identified in the PCR;

Compliance of any material, equipment, or system with any certification or actuation rate program, vendors or manufacturers warranty provisions, or provisions established by any standards that are related to insurance industry acceptance/approval, such as FM, State Board of Fire Underwriters, etc.

#### ADDITIONAL/GENERAL CONSIDERATIONS

##### 12.5

*There* may be physical condition issues or certain physical improvements at the subject property that the parties may wish to assess in connection with a commercial real estate transaction that are outside the scope of this guide. Such issues are referred to as non-scope considerations, and if included in the PCR, are identified in the "ADDITIONAL CONSIDERATIONS" Section of this report.

Whether or not the client has elected to contract with us regarding non-scope considerations in connection with the *ASTM Guide* was a decision which was made by the client. No assessment of such non-scope considerations is required for a PCA to be conducted in compliance with the ASTM Guide.

## QUALIFICATIONS

### PCA FIELD OBSERVER

#### 13.1 Definition

The PCA Field Observer is the individual designated by Pre-Spect Building Inspection & Analysis who conducts the walk-through survey at the subject property.

#### 13.2 Identification

The field observer for this property condition assessment was Mr. Rick DeBoard, whose qualifications are as follows:

##### **Employment History;**

1968 to 1972 - Employed as a framing crew foreman in the construction of industrial and farm structures.  
1972 to 1979 - Employed as a working jobsite superintendent in the construction of industrial buildings.  
1979 to 1990 - Owner and manager of construction firm specializing in commercial, industrial buildings, new construction and residential remodeling.  
1990 to Present- Self-employed Inspector, performing residential prepurchase inspections, commercial due diligence property assessments and insurance inspections.  
Over 7,000 residential inspections and 1,000 commercial inspections to date.

##### **Credentials;**

Licensed California General Contractor Since 1979, License # B-374548  
Certified Member of the *American Institute of Inspectors, (A.I.I.)*, Certification # 1051  
Member of the *California Coalition of Home Inspectors*  
Member of the National Association of Real Estate Professionals  
Certified Indoor Air Quality Consultant, by the Environment Solutions Association  
International Association of Certified Indoor Air Consultants. (IAC2)  
1994, 1995 President of *A.I.I.* Sacramento Valley Chapter  
1999, 2000, 2001, 2006 Member of the Board of Directors of *A.I.I.* National  
2008 through 2009 Chairman of the Board for *A.I.I.* National

##### **Continuing Education;**

Home Inspection Certification Training through *A.I.I.* in 1990  
Phase 1 Environmental Assessment Training through *A.I.I.* in 1993  
Commercial Inspection Training through *Inspection Training Associates* in 2000  
Certified Indoor Air Quality Training through Environment Solutions Association in 2008

PCR REVIEWER

13.3 Definition

The PCR Reviewer is the individual who is designated by Pre-Spect Building Inspection & Analysis to exercise reasonable control over the field observer and to review the report.

13.4 Identification

The PCR Reviewer for this assessment was also Mr. Rick DeBoard.

## CLOSING COMMENTS

### 14.1

We have attempted to be very thorough in our assessment of this property, and have strived to convey the findings to you in a way that is useful and easy to understand. We wish to thank you for your trust in regards to this very important part of your decision making process.

In addition to the summary and main body of this report, please be sure to review the supporting documentation, (if any), and photographs.  
Please feel free to call us if you have questions.

Sincerely,



Rick DeBoard, Principal.

# **GLOSSARY OF TERMS**

# PCA Glossary

## A

<b>ADA</b>	The Americans with Disabilities Act.
<b>A.I.I.</b>	American Institute of Inspectors, a national association of building inspectors. Phone 800-877-4770, Website: <a href="http://www.inspection.org">http://www.inspection.org</a> .
<b>Accessible</b>	See "Readily Accessible"
<b>Addition</b>	Any construction which adds to the building or original structure.
<b>Air Conditioning</b>	The process of treating air so as to control simultaneously its temperature, humidity, cleanliness, and distribution to meet the comfort requirements of the occupants of the conditioned space. The system may be designed for summer air conditioning or for winter air conditioning or for both.
<b>Aldehydes</b>	Odor, like the inside of a new structure, that is created with incomplete natural gas combustion. An indicator for the building inspector of the need for a licensed technician to evaluate the heating device.
<b>Alligatoring</b>	A defect consisting of intersecting cracks and ridges in the surface.
<b>Angle of Repose</b>	The maximum angle of slope at which any loose earth will stand without sliding.
<b>ASHI</b>	The American Society of Home Inspectors, Inc. A national association of home/building inspectors. Phone number 1-800-743-ASHI (2744), or on the web at <a href="http://ashi.com">http://ashi.com</a> .
<b>ASTM</b>	American Society for Testing and Materials. Website: <a href="http://www.astm.org">www.astm.org</a> .
<b>ASTM Guide</b>	The Standards of Practice used for a PCA. Specifically ASTM E 2018-XX , Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process, (where "xx" equals the year that the Guide was enacted).
<b>Attic</b>	Accessible space between top of uppermost ceiling and underside of roof. Inaccessible spaces are considered "structural cavities."
<b>Automatic (System) Safety Controls.</b>	Devices designed and installed to protect systems and components from excessively high or low pressures and temperatures, excessive electrical current, loss of water, loss of ignition, fuel leaks, fire, freezing, or other unsafe conditions.



## B

<b>Backfill</b>	Loose earth placed outside foundation walls for filling and grading.
<b>Baluster</b>	An upright support for a handrail.
<b>Balustrade</b>	A protective or decorating railing consisting of a row of balusters topped by a rail.
<b>Barometric Damper</b>	A damper on the exhaust vent of an oil fired heater that acts as a draft regulator (or atmospheric damper). As a chimney flue heats up, a weighted damper opens to allow cool air from the living space to enter. Without a barometric damper to cool the hot exhaust gases, an overheated chimney flue can cause too much draft, adversely affecting the burner's efficiency by changing the fuel/air ratio. (Some old oil burners, and some new "positive-pressure" burners that rely upon a fan instead of a natural draft, cannot accommodate barometric dampers, but these types are rare).
<b>Base Building</b>	The core (common areas) and shell of the building and its systems that typically are not subject to improvements to suit tenant requirements.
<b>Basement</b>	A space of full story height below finish grade below the first floor, or a story partially underground.
<b>Bearing Wall</b>	A wall which supports any vertical load in addition to its own weight.
<b>Bearing</b>	That portion of a beam, truss, or other structural member that rests on the supports.
<b>Bldg.</b>	Building.
<b>Bonding</b>	Joining of metallic parts to form a conductive path that has the ability to safely conduct electrical loads.
<b>Bridging</b>	A system of bracing between floor joists or ceiling joists to distribute the floor load or keep the joists from twisting.
<b>BTU or btu</b>	British thermal unit.
<b>Building Department Records</b>	Records maintained by or in possession of the local government authority with jurisdiction over the construction, alteration, use, or demolition of improvements on the subject property, and that are readily available for use by the consultant within the time frame required for production of the PCR and are practically reviewable by exercising appropriate inquiry. Building department records also may include building code violation notices. Often, building department records are located in the building department of a municipality or county.
<b>Building Envelope</b>	The enclosure of the building that protects the building's interior from outside elements, namely the exterior walls, roof and soffit areas.

<b>Bullnose</b>	A stair step with rounded end used as a starting step.
<b>BX</b>	Armored Flexible cable.

## C

<b>Cantilever</b>	A projecting beam or member supported at only one end.
<b>Carport</b>	A roofed space having at least one side open to the weather, primarily designed for motor vehicles.
<b>Casement Windows</b>	Window sash which opens on hinges secured to the side of the window opening.
<b>Cavitation</b>	A phenomenon in the flow of water consisting in the formation and the collapse of cavities in water. Pump sound varies as it alternates between pumping air and water.
<b>Central Air Conditioning</b>	A system which uses ducts to distribute cooled and/or dehumidified air to more than one room at a time and which is not plugged into an electrical convenience outlet.
<b>Clearance to Combustibles</b>	The distance between a heat producing appliance, chimney, chimney connector, vent, vent connector, or plenum and other surfaces. Also, in garages, the distance between the floor and an installed source of ignition.
<b>Cold Joint</b>	A joint formed when a concrete surface hardens before the next batch of concrete is placed against it.
<b>Component</b>	A fully functional portion of a building system, piece of equipment, or building element.
<b>Conductors</b>	Electrical: A wire or cable offering low resistance to the flow of electric current.
<b>Consultant</b>	The entity or individual that prepares the PCR and that is responsible for the observance of and reporting on the physical condition of commercial real estate in accordance with the ASTM guide. The consultant generally is an independent contractor; however, the consultant may be an employee of the user. The consultant may be an individual that is both the field observer and PCR reviewer.
<b>Cost-to-Cure</b>	The estimated cost to perform the required repairs necessary to restore proper function to the system or component.
<b>Counter-flashing</b>	A strip of sheet metal in the form of an inverted L built into a wall to overlap the flashing and make the roof water-tight.
<b>CPVC</b>	Chlorinated polyvinyl chloride.
<b>Crawlspace</b>	An unfinished accessible space below the first floor in a building with no cellar, a shallow space between the first tier of beams and the ground.

<b>CREIA</b>	California Real Estate Inspectors Association. An association of professional building inspectors. Phone: 800-848-7342. Website: <a href="http://www.creia.com">www.creia.com</a> .
<b>Cricket</b>	A small false roof to throw off or shed water from behind an obstacle, (often a gabled roof behind a chimney).
<b>Cross Connections</b>	Any physical connection or arrangement between potable water and any source of contamination.
<b>Cut and Fill</b>	The process of cutting into a hillside and using the material removed to fill a downslope portion of the site. Structures constructed across the "cut and fill" line are often cracked or distorted at that location.

## D

<b>Dangerous or Adverse Situations</b>	Situations which pose a threat of injury to the inspector, and those situations which require use of special protective clothing or safety equipment.
<b>Deferred Maintenance</b>	Physical deficiencies that cannot be remedied with routine maintenance, normal operating maintenance, etc., excluding de minimus conditions that generally do not present a material physical deficiency to the subject property.
<b>Differential Settlement</b>	Settling of a dwelling or surface that causes one or more components to settle unevenly.
<b>Dismantle</b>	To take apart or remove any component, device or piece of equipment that is bolted, screwed, or (fastened by other means), that would not be removed by a layperson in the course of normal maintenance.
<b>Dormer Window</b>	An extension from a sloped roof with a vertical window.
<b>Double Hung Window</b>	A window consisting of two sashes which slide vertically in adjoining grooves.
<b>Drip Edge</b>	A projecting horizontal band or course sloped outward to throw water away from the building.
<b>Drywell</b>	A covered pit with open-jointed lining or a covered pit filled with coarse aggregate through which drainage from roofs, basement floors, foundation drain tile, or areaways may seep or leach into the surrounding soil.
<b>Due Diligence</b>	The process of conducting a walk-through survey and appropriate inquiries into the physical condition of a commercial real estate's improvements, usually in connection with a commercial real estate transaction. The degree and type of such survey or other inquiry may vary for different properties and different purposes.
<b>Dwelling</b>	A building designed as living quarters for one or more families.

## E

<b>Easily Visible</b>	Describes items, components and systems that are conspicuous, patent, and which may be observed visually during the walk-through survey without intrusion, removal of materials, exploratory probing, use of special protective clothing, or use of special equipment.
<b>Efflorescence</b>	A blemish on masonry walls consisting of a white surface crust formed from the crystallizing of soluble salts in the mortar.
<b>EIFS</b>	Exterior Insulation and Finish System.
<b>EMF</b>	Electro Magnetic Fields.
<b>Engineering</b>	Analysis or design work requiring extensive preparation and experience in the use of mathematics, chemistry, physics, and the engineering sciences.
<b>Exotic Materials</b>	Any building material that has only the manufacturer's claims or guarantees of its performance and no empirical evidence regarding life expectancy.
<b>Expansion Joint</b>	A joint between two adjoining concrete members arranged to permit expansion and contraction with changes in temperature.
<b>Expansive Soil</b>	Soil, that when wet or dry, expands or contracts.
<b>Expected Useful Life (EUL)</b>	The average amount of time in years that an item, component, or system is estimated to function when installed new and assuming routine maintenance is practiced.
<b>Extrapolate</b>	To infer or estimate by extending or projecting known information.

## F

<b>Fenestration</b>	The arrangement and design of windows and doors in a building.
<b>Field Observer</b>	The individual that conducts the walk-through survey, in the process of performing a commercial property condition assessment.
<b>Fire Department Records</b>	Records maintained by or in the possession of the local fire department in the area in which the subject property is located. These records should be practically reviewable and readily accessible for use by the consultant by exercising an appropriate inquiry within the time frame required for production of the PCR.
<b>Fire Rated Doors</b>	Doors manufactured under supervision, designed to resist standard fire tests and labeled for identification.

<b>Firebrick</b>	Brick made to withstand high temperatures for lining chimneys, incinerators and similar structures.
<b>Firewall</b>	A wall with qualities of fire resistance and structural stability which subdivides a building into fire areas, and which resists the spread of fire.
<b>Flashing</b>	Sheet metal or other impervious material used in roof and wall construction to protect building from seepage of water.
<b>Footing</b>	A structural unit used to distribute loads to the bearing soil materials.
<b>Footing and Stem Wall</b>	A concrete footing poured into a trench excavated below the frost line on which a vertical stem wall is constructed of concrete or concrete block.
<b>Foundation Wall</b>	A wall, below or partly below grade, providing support for the exterior or other structural parts of a building.
<b>Foundation</b>	Construction, (below or partly below grade), which provides support for exterior walls or other structural parts of the building.
<b>French Door</b>	A wood door paneled with lights of glass.
<b>Frost Line</b>	The depth below finish grade where frost action on footings or foundations is improbable.
<b>Functional Drainage</b>	A drain is functional when it empties in a reasonable amount of time and does not overflow when another fixture is drained simultaneously.
<b>Functional Flow</b>	A reasonable flow at the highest fixture in a dwelling when another fixture is operated simultaneously.

## G

<b>Gambrel Roof</b>	A roof having its slope broken by an obtuse angle.
<b>Garage</b>	A building or enclosure primarily designed or used for motor vehicles.
<b>Grade Beam</b>	A horizontal member (generally a reinforced concrete beam) between two supporting piers at or below ground supporting a wall or structure above. (See also pier and grade beam foundation).
<b>Grade</b>	<u>Finish</u> : The surface elevation of lawns, walls, drives or other improved surfaces after completion of construction or grading operations. <u>Natural</u> : The elevation of the original or undisturbed natural surface of the ground.
<b>Ground</b>	Intentional or accidental connection (bonding) between a circuit or equipment and the earth or other conducting member.

<b>Grounded Conductor</b>	Electrical wires which are intentionally grounded. Often called the "neutral wires". In residential wiring, usually white insulation.
<b>Grounding Conductor</b>	A wire used to connect electrical equipment to a grounding electrode. Often called the "ground wire". In residential wiring usually a bare wire or green insulation.
<b>Ground Wire or Grounding Wire</b>	Electrical: see "Conductors" = in residential wiring usually a bare wire or a wire with green insulation.

## H

<b>Habitable Room</b>	A space used for living, sleeping, eating or cooking, (or combinations thereof), but not including bathrooms, toilet compartments, closets, halls, storage rooms, laundry and utility rooms, unfinished basement recreation rooms and similar spaces.
<b>Hot Wire</b>	Electrical: see "Conductors" = wires having black or red insulation, (usually).
<b>HVAC</b>	Heating, Ventilating and Air Conditioning.

## I

<b>Immediate Costs</b>	Opinions of probable costs that require immediate action as a result of any of the following; (1) material existing or potential unsafe conditions, (2) material building or fire code violations, or (3) conditions that if left unremedied, have the potential to result in or contribute to critical element or system failure within one year or will result most probably in a significant escalation of its remedial cost.
<b>Imminent Hazard</b>	A hazard that requires immediate attention by a licensed technician.
<b>Inspector</b>	Any person who examines any component of a building, through visual means and through normal user controls, without the use of mathematical sciences.
<b>Interviews</b>	Discussions with those knowledgeable about the subject property.
<b>Installed</b>	Attached (connected) to the structural, mechanical, plumbing or electrical system of the building such that the item installed cannot be removed without the use of tools.

## L

<b>Lights</b>	The individual panes of glass in a door or window.
<b>Lintel</b>	A horizontal steel member spanning an opening to support the load above, (as at the top of a firebox opening).

<b>Live Load</b>	All loads on structures other than dead loads; this includes the weight of the persons occupying the building and free standing material; snow and wind.
<b>Loads</b>	<u>Design</u> : Total load which a structure is designed to sustain safely. <u>Dead</u> : The weight of all permanent construction in a building.
<b>Loamy Soil</b>	Soil that contains organic matter.

## M

<b>Material</b>	Having significant importance or great consequence to the subject property's intended use or physical condition.
<b>Material Deterioration</b>	Material that has been, (or is being), destroyed by rot, pests, age, or structural failure.
<b>Mitered Joint</b>	A joint consisting of two pieces matched and joined at an angle.
<b>Mudsill</b>	A flat timber placed on the ground or foundation to distribute the concentrated load of an upright member.
<b>Muntin</b>	A narrow bar separating window lights of a sash.

## N

<b>Neutral Wire</b>	Electrical: see "Conductors" = in residential wiring usually white insulation.
<b>Newel Post</b>	A stairway post to which the handrail is secured.
<b>Non-Bearing Wall</b>	A wall which supports no vertical load other than its own weight.
<b>Non-Combustible</b>	Material or combination of materials which will not ignite or support combustion at a temperature of 1,200 degrees F. during a 5 minute exposure.
<b>Normal Operating Controls</b>	Owner/tenant operated devices such as a thermostat, wall switch or safety switch.

## O

<b>Observe</b>	The act of making a visual examination.
<b>Observation</b>	The visual survey of items, systems, conditions, or components that are readily accessible and easily visible during a walk-through survey of the subject property.

<b>Obvious</b>	Plain, evident and readily accessible; a condition or fact not likely to be ignored or overlooked by a field observer when conducting a walk-through survey or that which is practically reviewable and would be understood easily by a person conducting the PCA.
<b>Operate</b>	To cause systems or equipment to function.
<b>Opinions of Probable Costs</b>	Determination of probable costs, a preliminary budget, for a suggested remedy.
<b>Owner</b>	The entity holding the title to the commercial real estate that is the subject of the PCA.

## P

<b>P-trap</b>	A waste line water trap with a vertical inlet and a horizontal outlet, to prevent noxious fumes from entering the occupied space from the sewer/septic system.
<b>Parging</b>	Rough plastering with mortar coating the face of brick or concrete, such as at the smoke shelf of a fireplace.
<b>PCA, Property Condition Assessment</b>	The process by which a person or entity observes a property, interviews sources, and reviews available documentation for the purpose of developing an opinion and preparing a PCR of a commercial real estate's current physical condition. At the option of the user, a PCA may include a higher level of inquiry and due diligence than the baseline scope described within the ASTM guide or, at the user's option, it may include a lower level of inquiry or due diligence than the baseline scope described in the guide. Such deviations from the ASTM guide's scope should be disclosed in the PCR's executive summary.
<b>PCR, Property Condition Report</b>	A written report, prepared in accordance with the recommendations contained in the ASTM guide, that outlines the consultant's observations, opinions as to the subject property's condition, and opinions of probable cost to remedy any material physical deficiencies observed.
<b>PCR Reviewer</b>	The individual that both exercises responsible control over the field observer and who reviews the PCR prior to delivery to the user.
<b>Physical Deficiency</b>	Conspicuous defects or significant deferred maintenance of a subjects property's material systems, components, or equipment as observed during the field observer's walk-through survey. Included within this definition are material life-safety/building code violations and, material systems, components, or equipment that are approaching, have reached, or have exceeded their typical EUL or whose RUL should not be relied upon in view of actual or effective age, abuse, excessive wear and tear, exposure to the elements, lack of proper of routine maintenance, etc. This definition specifically excludes deficiencies that may be remedied with routine maintenance, miscellaneous minor repairs, normal operating maintenance, etc., and excludes de minimus conditions that generally do not constitute a material physical deficiency of the subject property.
<b>Pier</b>	A masonry or concrete column supporting foundations or the floor structure in basementless spaces. Pier may be free-standing or bonded at its sides to other masonry or concrete.



<b>Pier and Grade Beam Foundation</b>	A reinforced concrete beam supporting the exterior wall construction, in contact with the earth, but supported by piers most often, the piers are bored into the earth because the soil will not support a typical footing and stem wall.
<b>Piles</b>	Long, slender members of wood, steel or reinforced concrete driven into the ground to carry a vertical load.
<b>Practically Reviewable</b>	Describes information that is provided by the source in a manner and form that, upon review, yields information relevant to the subject property without the need for significant analysis or calculations. Records or information that feasibility cannot be retrieved by reference to the location of the subject property are not generally considered practically reviewable.
<b>Precast Concrete</b>	Concrete units (such as piles or vaults) cast off the construction site and set in place.
<b>Prestressed Concrete</b>	A system for utilizing fully the compressive strength of concrete by bonding it with highly stressed tensile steel.
<b>Property</b>	The site improvements, which are inclusive of both site work and buildings.
<b>Publicly Available</b>	The source of the information allows access to the information by anyone upon request.
<b>Purlin</b>	An intermediate supporting member at right angles to rafter or truss framing.
<b>PVC</b>	Polyvinyl chloride.

## R

<b>Rafters</b>	A series of roof framing members, spaced not more than 30 inches o.c. in roofs having slopes over 3 in 12. Members supporting roofs having slopes 3 in 12 or less are defined as roof joists.
<b>Random</b>	See "Representative Number"
<b>Readily Accessible</b>	Components that are accessible without moving furniture or other items and without the use of tools or a ladder that exceeds 12'-0" in length or a 6'-0" step ladder. Also describes areas of the subject property that are promptly made available for observation by the field observer at the time of the walk-through survey and do not require the removal of materials or personal property, such as furniture, and that are safely accessible in the opinion of the field observer.
<b>Readily Available</b>	Describes information or records that are easily and promptly provided to the consultant upon making a request in compliance with an appropriate inquiry and without the need for the consultant to research archive files.
<b>Readily Openable Access Panel</b>	A panel provided for a layperson for inspection and maintenance which has removable or operable fasteners or latch devices in order to be lifted off, swung open, or otherwise removed by one person (without the use of tools) and its edges and fasteners are not painted in place. Limited to those panels within normal reach or from a 4-foot stepladder, and which are not blocked by stored items, furniture, or building components.

<b>Reasonably Ascertainable</b>	Describes information that is publicly available, as well as readily available, provided to the consultant's offices from within its source or an information research/retrieval service within reasonable time, practically reviewable, and available at a nominal cost for either retrieval, reproduction or forwarding.
<b>Rebar</b>	Reinforcing steel bars with projections to promote the bond to the concrete.
<b>Relief Valve</b>	A safety device to permit the escape of steam or hot water subjected to excessive pressures or temperatures. See SRV.
<b>Representative Number</b>	For multiple identical components such as windows and electric outlets - one such component per room. For multiple identical exterior components - one such component on each side of the building.
<b>Representative Observations</b>	Observations of a reasonable number of samples of repetitive systems, components, areas, etc., which are conducted by the field observer during the walk-through survey. The concept of representative observations extends to all conditions, areas, equipment, components, systems, buildings, etc., to the extent that they are similar and representative of one another.
<b>Riser</b>	The upright member of a stair extending from tread to tread.
<b>RMS</b>	Root mean square (rms) current is an expression of effective current over a time period.
<b>Romex</b>	Brand name commonly in use for "nonmetallic electrical cable".
<b>Roof Drainage Systems</b>	Gutters, downspouts, leaders, splashblocks, and similar components used to carry water off a roof and away from a building.
<b>RUL, Remaining Useful Life</b>	A subjective estimate based upon observations, or average estimates of similar items, components, or systems, or a combination thereof, of the number of remaining years that an item, component, or system is estimated to be able to function in accordance with its intended purpose before warranting replacement. Such period of time is affected by the initial quality of an item, components, or system, the quality of the initial installation, the quality and amount of preventive maintenance exercised, climatic conditions, extent of use, etc.

## S

<b>Scupper</b>	An opening in a parapet wall or gutter, for drainage of rain water.
<b>Septic Tank</b>	A covered watertight sewage settling tank intended to retain the solids in the sewage flowing through the tank long enough for satisfactory decomposition of settled solids by bacterial action to take place.
<b>Short Cycling</b>	Equipment that turns on and off in rapid succession instead of normal operating cycles.
<b>Shut Down</b>	A piece of equipment or system is shut down when it cannot be operated by the device or control which a layperson would use to normally operate the equipment or system. Also, equipment, components or systems that are not operating at the time of the field

observer's walk-through survey. For instance, equipment, components, and systems that may be shutdown as a result of seasonal temperatures.

<b>Siding</b>	The first covering of boards or paneling nailed to the outside of the wood studs of a frame building.
<b>Site Visit</b>	The visit to the subject property during which observations are made pursuant to the walk-through survey section of the ASTM guide.
<b>Slab-on-Grade</b>	See Thickened Edge Slab.
<b>Soffit</b>	The underside of a stair, arch, cornice, or overhang.
<b>Solid Fuel Heating Device</b>	Any wood, coal, or other similar organic fuel burning device, including but not limited to fireplaces whether masonry or factory built, fireplace inserts and stoves, wood stoves (room heaters), central furnaces, and combinations of these devices.
<b>Specialty Consultants</b>	Individuals or entities either in the fields of engineering or in any particular building component, equipment, or system that have acquired detailed, specialized knowledge and experience in the design, evaluation, operation, repair, or installation of same.
<b>SRV</b>	A Safety Relief Valve installed on a hot water heating system or storage tank to limit temperature and pressure of the water.
<b>Stanchion</b>	An upright guard, usually as a part of a window or door. Sometimes used generically as any upright guard or protection.
<b>Story</b>	That part of a building between the level of one finished floor and the level of the next higher finished floor.
<b>Structural Component</b>	A building components, which supports interior or exterior finish materials or other building components.
<b>Structural Frame</b>	The components or building system that supports the building's nonvariable forces or weights (dead loads) and variable forces or weights (live loads).
<b>Subject Building</b>	Referring to the primary building or buildings on the subject property, and that are within the scope of PCA.
<b>Subject Property</b>	The commercial real estate consisting of the site and primary real estate improvements that are the subject of the PCA described by the ASTM guide.
<b>Suggested Remedy</b>	An opinion as to a course of action to remedy or repair a physical deficiency. Such an opinion may also be to conduct further research or testing for the purposes of discovery to gain a better understanding of the cause or extent of a physical deficiency (whether observed or highly probable) and the appropriate remedial or reparatory response. A suggested remedy may be preliminary and does not preclude alternate methods or schemes that might be more appropriate to remedy the physical deficiency or that may be more commensurate with the user's requirements.
<b>Survey</b>	Observations made by the field observer during a walk-through survey to obtain information concerning the subject property's readily accessible and easily visible components or systems.



<b>Swale</b>	A drainage channel formed by the convergence of intersection slopes.
<b>System</b>	A combination of interacting or interdependent components assembled to carry out one or more functions.

## T

<b>Technically Exhaustive</b>	An inspection is technically exhaustive when it involves the extensive use of measurements, instruments, testing, calculations, and other means to develop scientific or engineering findings, conclusions, recommendations, or combination thereof.
<b>Thickened Edge Slab or Turned Down Slab</b>	A type of concrete floor slab foundation where the slab is constructed integrally with the foundation wall.
<b>Timely Access</b>	Entry provided to the consultant at the time of the site visit.
<b>Truss</b>	A structural framework composed of a series of members so arranged and fastened together that external loads applied at the joints will cause only direct stress in the members.

## U

<b>Under-floor Crawlpace</b>	The area within the confines of the foundation and between the ground and the underside of the lowest floor structural component.
<b>Underpinning</b>	(1) The construction of supports introduced beneath a wall. (2) The material used in such additional supports.
<b>Ungrounded Conductor</b>	The energized wires in residential wiring, (two 110v legs comprise a 220 volt circuit). Often called the "hot wire". In residential wiring usually red or black insulation.
<b>User</b>	The party that retains the consultant for the preparation of a baseline PCA of the subject property in accordance with the ASTM guide. A user may include, without limitation, a purchaser, potential tenant, owner, existing or potential mortgagee, lender, or property manager of the subject property.

## V

<b>Vent Stack</b>	Pipes supplying a drainage system with air to prevent siphonage of water from the traps.
<b>Vermiculite</b>	Lightweight inert material made of steam exploded mica used as an aggregate in plaster. Also used as ceiling insulation in some older structures.

## W

<b>Walk-through Survey</b>	Conducted during the field observer's site visit of the subject property, that consists of nonintrusive visual observations, survey of readily accessible, easily visible components and systems of the subject property. Concealed physical deficiencies are excluded. Such a survey should not be considered technically exhaustive. It excludes the operation of equipment by the field observer and is to be conducted without the aid of special protective clothing, exploratory probing, removal of materials, testing, or the use of equipment, such as scaffolding, metering/testing equipment, or devices of any kind, etc. It is literally the field observer's visual observations while walking through the subject property.
<b>Water Hammer</b>	The concussion of water in enclosed pipes caused by a sudden stoppage of flow.
<b>Waterproofing</b>	A treatment of a surface or structure, which prevents the passage of water.
<b>Weep Hole</b>	A hole formed in a retaining wall or screed to release water from behind the wall.



KC Home Services  
328 Yolanda Ave  
Santa Rosa, Ca, 95404  
www.kchomeservices.com  
CSLB#628726

#### BILL TO

Keegan & Coppin (Petaluma)  
1201 North McDowell Boulevard  
Petaluma, CA 94954 USA

**ESTIMATE**  
**86737894**

**ESTIMATE DATE**  
Oct 08, 2025

#### Home Improvement Contract License #628726

#### JOB ADDRESS

So.Co. Waste Manaement (Thora Collard)  
195 Concourse Boulevard  
Santa Rosa, CA 95403 USA

**Job:** 86590931

**Technician:** Brandon Pak

**Technician:** Michael Sheridan

#### DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED

(Economy) Package Units Only :

\*This option is to only replace the two existing older package units on the roof. This does not include modifications to the existing ductwork \*

This investment includes;

-Crane services to remove/disposal/installation of unit on top of rooftop. Maximum of 3 Hours. If additional hours will be needed then \$500 will be added per hour.

Tempstar Package Unit

14 Seer

80% single stage gas valve

Gas/ Electric package unit

New sheet metal and gas connections

Gas sediment drip leg

Air tight duct connections

5 year parts and labor warranty

-New sheet metal and Electrical connection connections

-New electrical disconnect

-Air tight duct connections

-Custom sheet metal curb adapter installed to accommodate new unit dimensions. All sheet metal fabrication and fitment included. All connections are made water and air-tight. Parts, labor and warranty included

-Remove existing fused disconnect box and wiring. Install a new fused disconnect box and fuses. Replace necessary wiring and test all operations.

-Remove existing high voltage wiring and conduit from the system. Install new high voltage electrical wiring and protective conduit. Inspect all electrical connections and test system for proper operation.

-Includes Permitting and HERS testing

This system includes a 5 YEAR PARTS and 5 YEAR LABOR WARRANTY.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Temp2GasPac 4	Tempstar 4 TON 14 SEER gas/electric package unit: <ul style="list-style-type: none"> <li>• New Tempstar</li> <li>• 14 Seer</li> <li>• 80% single stage gas valve</li> <li>• Gas/ Electric package unit</li> <li>• New sheet metal and gas connections</li> <li>• Gas sediment drip leg</li> <li>• Air tight duct connections</li> <li>• 5 year parts and labor warranty</li> </ul>	2.00	\$15,591.94	\$31,183.88
Crane Service	Crane Service: Investment includes crane services to remove/disposal/installation of unit on top of rooftop. Maximum of 3 Hours. If additional hours will be needed then \$500 will be added per hour.	1.00	\$2,469.22	\$2,469.22
EAC-210	Replace High Voltage Electrical Whip: Remove existing high voltage wiring and conduit from the system. Install new high voltage electrical wiring and protective conduit. Inspect all electrical connections and test system for proper operation.	2.00	\$468.09	\$936.18
EAC-220	Replace High Voltage Electrical Breaker: Remove the existing high voltage electrical breaker for the system. Install a new high voltage electrical breaker and inspect all wiring. Test system for proper operation.	2.00	\$384.54	\$769.08
2398	Permit FEE: Obtain necessary permits for projected work proposed and set up all inspections necessary to have the work signed off. This will ensure all work is done to state and local codes Permit to be posted on job site	1.00	\$550.55	\$550.55
P-1001	Hers Test: Hers testing per Ca, requirment	1.00	\$550.55	\$550.55
SUB-TOTAL				\$36,459.46
TAX				\$0.00
CONTRACT PRICE				\$36,459.46
EST. FINANCING				\$440.69

Thank you for choosing KC Home Services.  
"A Third Generation Company"  
Since 1988



**CONTRACT PRICE:** \$36,459.46  
**APPROXIMATE START DATE:** 10/8/2025  
**APPROXIMATE COMPLETE DATE:** 10/8/2025

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

---

#### **DOWNPAYMENT**

**THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

---

**YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.**

---

#### **INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

#### **For more information:**

**VISIT** CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov)

**CALL** CSLB at 1-800-321-CSLB (2752)

**WRITE** CSLB at P.O. Box 26000, Sacramento, CA 95826

---

**You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.**

#### **CUSTOMER AUTHORIZATION**

**THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES.** The summary above is furnished by KC Home Services as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. **THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED.** I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

---

**THREE DAY RIGHT TO CANCEL**

You may cancel this contract within 3 business days (5 days if 65+) of signing, without penalty. A detachable cancellation notice is provided separately.

The law requires that the contractor give you a notice explaining your right to cancel. By signing below, I certify the contractor has given me a 'Notice of the Three-Day Right to Cancel.'

Sign here

Date

---

# **KC Home Services – Santa Rosa, CA**

CSLB License #: 628726

## **TERMS AND CONDITIONS**

KC Home Services – Santa Rosa, CA CSLB License #: 628726

### **1. OWNER'S RESPONSIBILITIES**

The Owner shall provide access to water, gas, sewer, and electrical utilities unless otherwise agreed in writing. Electricity and water are necessary for the site, and Owner agrees to allow Contractor and equipment access to the property. Owner is responsible for ensuring sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. Owner shall remove or protect personal property; Contractor is not liable for damages to personal property, carpets, drapes, driveways, etc. Owner shall identify property lines and hold Contractor harmless for any disputes.

Owner represents no knowledge of asbestos, lead paint, mold, or other hazardous materials on the premises. If such substances are discovered, Contractor shall stop work until a qualified abatement contractor resolves the issue. Contractor shall not be responsible for delays or damages caused by hazardous materials.

Contractor is not responsible for pets, securing gates, or home access during work.

### **2. DELAYS**

Contractor shall diligently pursue the work but is not responsible for delays caused by permitting issues, funding delays, weather, labor actions, supply shortages, Owner delays, or other factors beyond Contractor's control.

### **3. PLANS AND SPECIFICATIONS**

All plans and specifications shall be attached and incorporated. Contractor shall obtain building permits; Owner shall pay fees related to public utility or agency assessments.

### **4. SUBCONTRACTS**

Contractor may subcontract work to licensed and qualified subcontractors.

### **5. COMPLETION AND OCCUPANCY**

Owner agrees to sign and record a Notice of Completion upon final inspection.

If Owner occupies the property before full payment is made, such occupancy constitutes acceptance and waiver of claims.

## 6. INSURANCE AND DEPOSITS

Owner must obtain fire and vandalism insurance, naming Contractor and subcontractors as additional insured. If Owner fails to do so, Contractor may procure insurance on Owner's behalf at Owner's cost. Contractor carries worker's compensation insurance. Owner must insure against injury to their own guests or personnel.

## 7. RIGHT TO STOP WORK

If payments are not made when due, Contractor may stop work until paid. This is a material breach.

## 8. CLEAN-UP

Contractor will remove debris and surplus material and leave the job site broom clean.

## 9. LIMITATIONS

Legal action must be initiated within two (2) years of completion unless otherwise prohibited.

## 10. DAMAGES AND VALIDITY

If any provision is found invalid, the rest of the agreement remains enforceable.

## 11. STANDARDS OF WORK

Contractor shall use "builder's grade" materials unless otherwise specified. Restoration of items such as landscaping, sprinklers, flooring, and paint are not included unless stated in the contract.

## 12. INTEREST ON LATE PAYMENTS

Past due balances will accrue interest at 1.5% monthly (18% annual rate).

## 13. CHANGES IN WORK

Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of

all labor, equipment, subcontracts and materials, plus a Contractor's fee of 30% shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work. Note about Extra Work and Change Orders: Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You, the buyer, may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (i) The scope of work encompassed by the order; (ii) The amount to be added or subtracted from the contract; and (iii) The effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

#### 14. UNSEEN OBSTACLES

Unseen Obstacles: Owner agrees to pay all additional costs resulting from structural or underground obstacles unknown to Contractor including but not limited to hard formations requiring the use of pneumatic hammers, pipes or conduits, masonry, removing, refilling or compaction of ground. In addition, the Contractor will not be responsible for damaging underground utility or electrical pipe if said piping is not specifically located and marked. If hard rock is encountered while doing routine digging Contractor will stop digging, notify owner/tenant/agent, and only continue on the basis of time and material or agreed upon price in writing.

#### 15. MECHANICS LIEN WARNING

Under California law, unpaid contractors or suppliers can file a mechanics lien, potentially forcing sale of the home. Preliminary notices are used to preserve these rights.

16. RIGHT TO CANCEL

You may cancel this contract within 3 business days (5 days if 65+) of signing, without penalty. A detachable cancellation notice is provided separately.

17. WARRANTY

All work is covered under a 1 year warranty, unless otherwise specified. Manufacturer warranties apply to equipment. Non-payment or unauthorized alterations void warranty.

18. ENTIRE AGREEMENT

These Terms and the signed contract represent the full agreement. No verbal modifications are binding.

SIGNATURES

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

KC Home Services – CSLB #628726

Authorized Representative: \_\_\_\_\_ Date:  
\_\_\_\_\_



KC Home Services  
328 Yolanda Ave  
Santa Rosa, Ca, 95404  
www.kchomeservices.com  
CSLB#628726

#### BILL TO

Keegan & Coppin (Petaluma)  
1201 North McDowell Boulevard  
Petaluma, CA 94954 USA

**ESTIMATE**  
**86751254**

**ESTIMATE DATE**  
Oct 08, 2025

#### Home Improvement Contract License #628726

#### JOB ADDRESS

So.Co. Waste Manaement (Thora Collard)  
195 Concourse Boulevard  
Santa Rosa, CA 95403 USA

**Job:** 86590931

**Technician:** Brandon Pak

**Technician:** Michael Sheridan

#### DESCRIPTION OF THE PROJECT & DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED & EQUIPMENT TO BE INSTALLED

(Premium Plus) Highest Efficiency System, Package Units and Ductwork Modifications :

This option is to replace the two package units on the roof, install a new system into the board room, install all new ducting for the new system, and reconfigure the existing ductwork.

This investment includes;

-Crane services to remove/disposal/installation of unit on top of rooftop. Maximum of 3 Hours. If additional hours will be needed then \$500 will be added per hour.

Tempstar Package Unit

14 Seer

80% single stage gas valve

Gas/ Electric package unit

New sheet metal and gas connections

Gas sediment drip leg

Air tight duct connections

5 year parts and labor warranty

-New sheet metal and Electrical connection connections

-New electrical disconnect

-Air tight duct connections

-Custom sheet metal curb adapter installed to accommodate new unit dimensions. All sheet metal fabrication and fitment included. All connections are made water and air-tight. Parts, labor and warranty included

-Remove existing fused disconnect box and wiring. Install a new fused disconnect box and fuses. Replace necessary wiring and test all operations.

-Remove existing high voltage wiring and conduit from the system. Install new high voltage electrical wiring and protective conduit. Inspect all electrical connections and test system for proper operation.

Dave Lennox Signature® Series | SL25KCV Air Conditioner

High-efficiency, variable-capacity air conditioner compatible with 2025 Compliant Refrigerant

AC Installation

- removal and disposal of the existing system
- Install of all new air conditioner
- All new electrical connections and freon connections included
- All sheet metal and air tight connections
- Parts, labor, and warranty included
- All new outdoor AC installed to code
- All new fuses and disconnect
- A.C. pad installed
- Includes 10 year parts and labor warranty

Dave Lennox Signature® Collection

SLP99V Gas Furnace

The quietest and most efficient furnace on the market.

Furnace Installation

- sheet metal work
- all sealant and consumables
- electrical connections
- flue system connections
- gas flex and drip leg
- gas shutoff and other materials to complete the job
- Includes new wifi thermostat
- Includes transitions to existing duct
- Includes 10 year parts and labor warranty

Installation of new Hard Pipe Ducting in the board meeting room

Investment includes removal and disposal of the existing ducting and insulation.

- Installation of all new KD Hardpipe ducting and all new sheet metal connections
- Installation of manual dampers for air balancing
- All sheet metal connections insulated and sealed
- All strapping and securing to code using approved materials
- Parts, labor and 10 year warranty included.

-Reconfiguration of the existing ductwork to assign air supply and return ducting to balance the air flow and provide maximum comfort.

-Includes Permitting and HERS testing

\*This system includes a 5 YEAR PARTS and 5 YEAR LABOR WARRANTY for the package units.\*

\*This system includes a 10 YEAR PARTS and 10 YEAR LABOR WARRANTY. This is a worry free warranty for 10 years as KC Home Services will take care of the equipment after installation for the new furnace and air conditioner for the board room.\*

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Crane Service	Crane Service: Investment includes crane services to remove/disposal/installation of unit on top of rooftop. Maximum of 3 Hours. If additional hours will be needed then \$500 will be added per hour.	1.00	\$2,469.22	\$2,469.22



SL	Scissor Lift: Use of Scissor lift per weekly. Recommended for more than 2 day use.	1.00	\$1,470.95	\$1,470.95
Temp2GasPac 4	Tempstar 4 TON 14 SEER gas/electric package unit: <ul style="list-style-type: none"> <li>• New Tempstar</li> <li>• 14 Seer</li> <li>• 80% single stage gas valve</li> <li>• Gas/ Electric package unit</li> <li>• New sheet metal and gas connections</li> <li>• Gas sediment drip leg</li> <li>• Air tight duct connections</li> <li>• 5 year parts and labor warranty</li> </ul>	2.00	\$15,591.94	\$31,183.88
EAC-210	Replace High Voltage Electrical Whip: Remove existing high voltage wiring and conduit from the system. Install new high voltage electrical wiring and protective conduit. Inspect all electrical connections and test system for proper operation.	2.00	\$468.09	\$936.18
EAC-220	Replace High Voltage Electrical Breaker: Remove the existing high voltage electrical breaker for the system. Install a new high voltage electrical breaker and inspect all wiring. Test system for proper operation.	2.00	\$384.54	\$769.08
limitattic (1)	Crawl/Attic Install: <ul style="list-style-type: none"> <li>•Investment includes</li> <li>•Installation in attic or crawl space</li> <li>•All removal and disposal of equipment included</li> <li>•Multiple techs needed for access</li> <li>•Safety equipment included</li> <li>•All clean up included</li> </ul>	1.00	\$4,646.21	\$4,646.21
CRP-1002	Install New Coil: <ul style="list-style-type: none"> <li>• Install new coil</li> <li>• All connections made air tight</li> <li>• All sheetmetal work and securing included</li> <li>• a.c. ready</li> <li>• parts, labor, and 10 year warranty included</li> </ul>	1.00	\$3,110.84	\$3,110.84
EAC-20111	Dedicated 40-45 amp up to 30': Install new dedicated high voltage wire from the panel to the outdoor unit. All mounting and securing of wire included. All new connections made at panel with new breaker, all testing and inspection of electrical connections included.	1.00	\$2,824.32	\$2,824.32
Ducting, additional run r8	KD hard pipe ducting: <ul style="list-style-type: none"> <li>• Investment includes</li> <li>• adding another duct run,</li> <li>• all new KD hard pipe duct installed and strapped to code using approved materials.</li> <li>• all sheetmetal connections at floor made air tight using mastic tape</li> <li>• Price is per run</li> </ul>	10.00	\$2,046.94	\$20,469.40
AFB-210	Install/Replace Central Return Air Filter Grille:	2.00	\$1,475.85	\$2,951.70

Cut in and install new return air filter grille and box. Properly seal duct connections and check for air leaks.

HVAC9	HVAC MIS 9: Reconfiguration of all the ductwork to assign air supply and return ducting to balance the air flow and provide maximum comfort.	2.00	\$6,094.08	\$12,188.16
2398	Permit FEE: Obtain necessary permits for projected work proposed and set up all inspections necessary to have the work signed off. This will ensure all work is done to state and local codes Permit to be posted on job site	1.00	\$550.55	\$550.55
P-1001	Hers Test: Hers testing per Ca, requirment	1.00	\$550.55	\$550.55
25U53	Dave Lennox Signature® Series   SL25KCV Air Conditioner  High-efficiency, variable-capacity air conditioner compatible with 2025 Compliant Refrigerant  Energy Efficiency & Performance <ul style="list-style-type: none"> <li>• Efficiency ratings up to 22.5 SEER2.</li> <li>• Variable-capacity compressor improves temperature and humidity control.</li> <li>• ENERGY STAR® Certified – meets or exceeds federal guidelines for energy-efficient performance.</li> <li>• Federal Tax Credit Eligible – this product is eligible for the Energy Efficient Home Improvement Credit (Internal Revenue Code Section 25C).</li> <li>• High-efficiency outdoor coil – provides exceptional heat transfer and low air resistance for high-efficiency operation.</li> <li>• Digitally intelligent for accuracy and efficiency, pairing with the Lennox S40 Smart Thermostat.</li> </ul> Quiet Operation <ul style="list-style-type: none"> <li>• Sound levels – as low as 58 dBA with SilentComfort™ technology ensuring whisper-quiet operation.</li> <li>• Direct-drive fan – precision-balanced direct-drive outdoor fan is designed to provide quieter operation and longer product life.</li> </ul>	1.00	\$21,979.93	\$21,979.93

## Craftsmanship & Reliability

- Quantum™ Coil – with years of rigorous testing under the most extreme conditions, our Quantum Coil – featuring a proprietary aluminum alloy exclusive to Lennox – is designed to weather the harshest elements.
- Cabinet Construction – heavy-gauge, galvanized steel construction, louver coil guard, baked-on powder finish and durable composite base and top panel provides long-lasting protection against rust and corrosion.
- Braze-free installation flexibility – our 2025 compliant systems can accommodate braze-free fittings, giving you greater flexibility when installing.
- Drainage holes – prevent damaging moisture from collecting inside the base pan.

## Sustainability & Safety

- Our 2025 compliant systems feature a Refrigerant Detection System (RDS) mandated by the new safety code created for A2L, or mildly flammable refrigerants. The RDS is required for systems with over four pounds of refrigerant and consists of two components: the sensor, which detects leaks, and the control board, which interrupts unit operation and activates the indoor blower to disperse leaks, ensuring safe operation.
  - This product uses R-454B refrigerant, which meets the 2025 EPA regulations for lower global warming potential (GWP) refrigerants.
- 
- Product Height: 47 Inch
  - Gross Weight: 330 Lbs.
  - Phase: 1 Phase
  - Liquid Line: 3/8 IN
  - Refrigerant: R-454B
  - Number of Compressors: 1 Compressor
  - Product Depth: 39.5 Inch
  - Suction Line: 1-1/8 Inch
  - Cooling Capacity: 5.0 Ton Cooling
  - Efficiency: 21.0 SEER
  - Liquid Line OD: 3/8 Inch
  - Suction Line OD: 1-1/8 Inch
  - Hertz: 60 hz
  - SEER2: Up to 22.50 SEER2
  - Compressor Type: Variable Capacity
  - Product Voltage: 208-230 VAC 1 Ph 60Hz
  - Refrigerant Type: R-454B

- Catalog Number: 25U53
- Nominal Cooling Capacity: 5 Ton
- Base Unit of Measure: Unit(S)
- Condenser Fan Motor HP: 1/3 HP
- Type: Variable Speed Air Conditioner
- Tonnage: 5
- Family: SL25KCV
- Product Width: 35.5 Inch

---

19A41	Dave Lennox Signature® Collection	1.00	\$13,377.35	\$13,377.35
-------	-----------------------------------	------	-------------	-------------

SLP99V Gas Furnace

*The quietest and most efficient furnace on the market.*

Perfection is realized in the Dave Lennox Signature® Collection. The SLP99UH110XV60C is a modulating gas furnace with up to 99% AFUE, high-efficiency variable speed fan motor and enhanced commissioning which now calculates heat rise, temperature drop, CFM and line voltage check for ease of installation and precision comfort. From supreme efficiency to unprecedented performance, this product family delivers incomparable comfort.

- Variable-speed fan motor produces consistent airflow, preventing temperature swings
- SilentComfort™ technology for peace, quiet and comfort
- Insulated blower compartment to minimize heat loss and maximize efficiency
- Designed to integrate with PureAir™ S air purification system
- iComfort-enabled for easy control at your fingertips
- Enhanced humidity control for incomparable comfort
- Dual-fuel compatible with Lennox heat pumps for added cost savings

*\*With the purchase of a qualifying Lennox home comfort system. Subject to availability. Lennox reserves the right to cancel or change this promotional offer at any time. By participating in this promotional offer, the dealer agrees to be responsible for compliance with the terms and conditions of this promotional offer, along with all applicable laws, rules, and regulations in connection with dealer's participation.*

- Product Height: 33 Inch
- Gross Weight: 176 lbs.
- Phase: 1 Phase

- Configuration: Upflow/Horizontal
- Blower Type: Variable Speed
- Product Depth: 29.25 Inch
- Cooling Capacity: 5.0 Ton Cooling
- Efficiency: 98.1 AFUE
- Heating Type: Modulating
- Hertz: 60 hz
- Heating Capacity: 110000 Btuh
- Energy Star Certified: Yes
- Product Voltage: 115 VAC 1 Ph 60 Hz
- Low Nox: Low NOx
- Catalog Number: 19A41
- Blower Motor: Variable Speed
- iComfort Enabled: true
- Base Unit of Measure: Unit(S)
- Gas Stages: Modulating
- Type: Modulating Variable Speed Horizontal Gas Furnace
- Blower Size: 4-5 Ton
- Family: SLP99V
- Heating Efficiency: Up To 99% AFUE
- Product Width: 21 Inch

<b>SUB-TOTAL</b>	\$119,478.32
<b>TAX</b>	\$0.00

<b>CONTRACT PRICE</b>	\$119,478.32
<b>EST. FINANCING</b>	\$1,444.12

Thank you for choosing KC Home Services.  
 "A Third Generation Company"  
 Since 1988

**CONTRACT PRICE:** \$119,478.32  
**APPROXIMATE START DATE:** 10/8/2025  
**APPROXIMATE COMPLETE DATE:** 10/8/2025

ANY CHANGES IN THE SCOPE OF WORK OR EXTRA WORK MUST BE CONFIRMED IN WRITING BY BOTH THE CONTRACTOR AND HOMEOWNER IN ADVANCE OF THE WORK COMMENCING. EXTRA WORK OR A CHANGE ORDER IS NOT ENFORCEABLE AGAINST YOU UNLESS THE CHANGE ORDER ALSO IDENTIFIES ALL OF THE FOLLOWING IN WRITING PRIOR TO THE COMMENCEMENT OF ANY WORK COVERED BY THE NEW CHANGE ORDER: THE SCOPE OF WORK ENCOMPASSED BY THE ORDER; (II) THE AMOUNT TO BE ADDED OR SUBTRACTED FROM THE CONTRACT; AND (III) THE EFFECT THE ORDER WILL MAKE IN THE PROGRESS PAYMENTS OR THE COMPLETION DATE. HOWEVER, FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH DOES NOT PRECLUDE THE RECOVERY OF COMPENSATION FOR WORK PERFORMED BASED UPON LEGAL OR EQUITABLE REMEDIES DESIGNED TO PREVENT UNJUST ENRICHMENT.

---

#### **DOWNPAYMENT**

**THE DOWN PAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

THE SCHEDULE OF PROGRESS PAYMENTS MUST SPECIFICALLY DESCRIBE EACH PHASE OF WORK, INCLUDING THE TYPE AND AMOUNT OF WORK OR SERVICES SCHEDULED TO BE SUPPLIED IN EACH PHASE, ALONG WITH THE AMOUNT OF EACH PROPOSED PROGRESS PAYMENT. IT IS AGAINST THE LAW FOR A CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWN PAYMENT.

---

**YOU, THE HOMEOWNER (BUYER) OR TENANT HAVE THE RIGHT TO REQUIRE THE CONTRACTOR TO FURNISH YOU WITH A PERFORMANCE AND PAYMENT BOND, HOWEVER THE CONTRACTOR CAN REQUIRE YOU TO PAY FOR THAT BOND.**

---

#### **INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB)**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

#### **For more information:**

**VISIT** CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov)

**CALL** CSLB at 1-800-321-CSLB (2752)

**WRITE** CSLB at P.O. Box 26000, Sacramento, CA 95826

---

**You are entitled to a completely filled in copy of this agreement, signed by both you and the contractor, before any work may be started.**

#### **CUSTOMER AUTHORIZATION**

**THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES.** The summary above is furnished by KC Home Services as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. **THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED.** I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here

Date

---

**THREE DAY RIGHT TO CANCEL**

You may cancel this contract within 3 business days (5 days if 65+) of signing, without penalty. A detachable cancellation notice is provided separately.

The law requires that the contractor give you a notice explaining your right to cancel. By signing below, I certify the contractor has given me a 'Notice of the Three-Day Right to Cancel.'

Sign here

Date

---

# **KC Home Services – Santa Rosa, CA**

CSLB License #: 628726

## **TERMS AND CONDITIONS**

KC Home Services – Santa Rosa, CA CSLB License #: 628726

### **1. OWNER'S RESPONSIBILITIES**

The Owner shall provide access to water, gas, sewer, and electrical utilities unless otherwise agreed in writing. Electricity and water are necessary for the site, and Owner agrees to allow Contractor and equipment access to the property. Owner is responsible for ensuring sufficient funds to comply with this agreement. This is a cash transaction unless otherwise specified. Owner shall remove or protect personal property; Contractor is not liable for damages to personal property, carpets, drapes, driveways, etc. Owner shall identify property lines and hold Contractor harmless for any disputes.

Owner represents no knowledge of asbestos, lead paint, mold, or other hazardous materials on the premises. If such substances are discovered, Contractor shall stop work until a qualified abatement contractor resolves the issue. Contractor shall not be responsible for delays or damages caused by hazardous materials.

Contractor is not responsible for pets, securing gates, or home access during work.

### **2. DELAYS**

Contractor shall diligently pursue the work but is not responsible for delays caused by permitting issues, funding delays, weather, labor actions, supply shortages, Owner delays, or other factors beyond Contractor's control.

### **3. PLANS AND SPECIFICATIONS**

All plans and specifications shall be attached and incorporated. Contractor shall obtain building permits; Owner shall pay fees related to public utility or agency assessments.

### **4. SUBCONTRACTS**

Contractor may subcontract work to licensed and qualified subcontractors.

### **5. COMPLETION AND OCCUPANCY**

Owner agrees to sign and record a Notice of Completion upon final inspection.



If Owner occupies the property before full payment is made, such occupancy constitutes acceptance and waiver of claims.

#### 6. INSURANCE AND DEPOSITS

Owner must obtain fire and vandalism insurance, naming Contractor and subcontractors as additional insured. If Owner fails to do so, Contractor may procure insurance on Owner's behalf at Owner's cost. Contractor carries worker's compensation insurance. Owner must insure against injury to their own guests or personnel.

#### 7. RIGHT TO STOP WORK

If payments are not made when due, Contractor may stop work until paid. This is a material breach.

#### 8. CLEAN-UP

Contractor will remove debris and surplus material and leave the job site broom clean.

#### 9. LIMITATIONS

Legal action must be initiated within two (2) years of completion unless otherwise prohibited.

#### 10. DAMAGES AND VALIDITY

If any provision is found invalid, the rest of the agreement remains enforceable.

#### 11. STANDARDS OF WORK

Contractor shall use "builder's grade" materials unless otherwise specified. Restoration of items such as landscaping, sprinklers, flooring, and paint are not included unless stated in the contract.

#### 12. INTEREST ON LATE PAYMENTS

Past due balances will accrue interest at 1.5% monthly (18% annual rate).

#### 13. CHANGES IN WORK

Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modification or addition to the work shall be executed only when a Contract Change Order has been signed by both the Owner and the Contractor. The change in the Contract Price caused by such Contract Change Order shall be as agreed to in writing, or if the parties are not in agreement as to the change in Contract Price, the Contractor's actual cost of

all labor, equipment, subcontracts and materials, plus a Contractor's fee of 30% shall be the change in Contract Price. The Contract Change Order may also increase the time within which the contract is to be completed. Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by the Owner as added work. Note about Extra Work and Change Orders: Extra work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. You, the buyer, may not require a contractor to perform extra or change-order work without providing written authorization prior to the commencement of any work covered by the new change order. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (i) The scope of work encompassed by the order; (ii) The amount to be added or subtracted from the contract; and (iii) The effect the order will make in the progress payments or the completion date. The contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

#### 14. UNSEEN OBSTACLES

Unseen Obstacles: Owner agrees to pay all additional costs resulting from structural or underground obstacles unknown to Contractor including but not limited to hard formations requiring the use of pneumatic hammers, pipes or conduits, masonry, removing, refilling or compaction of ground. In addition, the Contractor will not be responsible for damaging underground utility or electrical pipe if said piping is not specifically located and marked. If hard rock is encountered while doing routine digging Contractor will stop digging, notify owner/tenant/agent, and only continue on the basis of time and material or agreed upon price in writing.

#### 15. MECHANICS LIEN WARNING

Under California law, unpaid contractors or suppliers can file a mechanics lien, potentially forcing sale of the home. Preliminary notices are used to preserve these rights.

16. RIGHT TO CANCEL

You may cancel this contract within 3 business days (5 days if 65+) of signing, without penalty. A detachable cancellation notice is provided separately.

17. WARRANTY

All work is covered under a 1 year warranty, unless otherwise specified. Manufacturer warranties apply to equipment. Non-payment or unauthorized alterations void warranty.

18. ENTIRE AGREEMENT

These Terms and the signed contract represent the full agreement. No verbal modifications are binding.

SIGNATURES

Owner: \_\_\_\_\_ Date: \_\_\_\_\_

KC Home Services – CSLB #628726

Authorized Representative: \_\_\_\_\_ Date:  
\_\_\_\_\_

# INVOICE

## A-1 EXTERMINATORS, INC.

20 S. Cluff, Lodi, CA 95240

Ph: (209) 333-3311 (209) 333-7432 Fax

DATE REPORT # ESCROW #  
10/06/2025 39717

PROPERTY LOCATION  
195 Concourse Boulevard, Santa Rosa CA 95403

TO: Zero Waste Sonoma

..

., CA .

ATTN: Thora.Collard@SonomaCounty.gov

10/06/2025

Inspection

\$600.00

Balance Due:

\$600.00

RETURN THIS COPY WITH REMITTANCE

DUE AND PAYABLE WITHIN 10 DAYS

1.5% per month charged on all past due accounts. This is an annual percentage rate of 18%

(Interest charged pursuant to the Robinson-Patman Act)

NOTICE: "Under the Mechanics'Lien law, any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

THANK YOU FOR YOUR BUSINESS

# WOOD DESTROYING PESTS AND ORGANISMS INSPECTION REPORT

BUILDING NO.	STREET, CITY, STATE, ZIP	Date of Inspection	No. of Pages
195	Concourse Boulevard, Santa Rosa CA 95403	10/6/2025	7

**A-1 EXTERMINATORS, INC.**  
 20 S. Cluff, Lodi, CA 95240  
 Ph: (209) 333-3311 (209) 333-7432 Fax

Firm Registration No. <b>BR 2471</b>	Report No. <b>39717</b>	Escrow No.
Ordered By: Zero Waste Sonoma .. CA . Attn: Thora Collard (707) 892-1473	Property Owner/Party of Interest Zero Waste Sonoma .. CA . Attn: Thora.Collard@SonomaCounty.gov (707) 892-1473	Report Sent To: Zero Waste Sonoma .. CA . Attn: Thora.Collard@SonomaCounty.gov (707) 892-1473

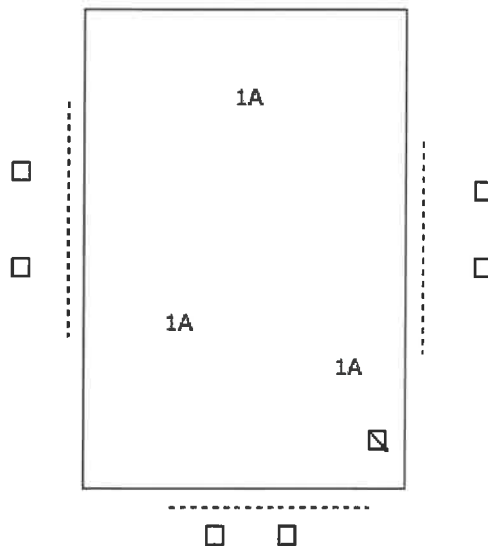
COMPLETE REPORT ☒    LIMITED REPORT ☐    SUPPLEMENTAL REPORT ☐    REINSPECTION REPORT ☐

General Description: One story commercial buildingstucco exterior, partially furnished & occupied.	Inspection Tag Posted: Subarea
	Other Tags Posted:

An inspection has been made to the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.

Subterranean Termites ☒    Drywood Termites ☐    Fungus/Dryrot ☐    Other Findings ☐    Further Inspection ☐  
 If any of above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.

DIAGRAM NOT TO SCALE/SYMBOLS IN APPROXIMATE LOCATIONS



**FRONT**

Inspected by Courtney Fincher State License No. OPR 14350 Signature \_\_\_\_\_

You are entitled to obtain copies of all reports and completion notices on this property reported to the Structural Pest Control Board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control board at (916) 561-8708, or (800) 737-8188 or www.pestboard.ca.gov.

43M-41 (Rev. 04/2015)

195

Concourse Boulevard, Santa Rosa CA 95403

10/6/2025

39717

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

A. ~~Certain areas are recognized by the industry as inaccessible and/or for other reasons not inspected. These include but are not limited to: inaccessible and/or insulated attics or portions thereof, attics with less than 18" clear crawl space, the interior of hollow walls; spaces between a floor or porch deck and the ceiling below; area where there is no access without defacing or tearing out lumber, masonry or finished work; areas behind stoves, refrigerators or beneath floor coverings, furnishings; areas where encumbrances and storage, conditions or locks make inspection impractical, portions of the subarea concealed or made inaccessible by ducting or insulation, area beneath wood floors over concrete, and areas concealed by heavy vegetation. Areas or timbers around eaves were visually inspected from ground level only. Although we make visual examinations, we do not deface or probe window/door frames or decorative trims. Unless otherwise specified in this report, we do not inspect fences, sheds, dog houses, detached patios, detached wood decks, wood retaining walls or wood walkways. We assume no responsibility for work done by anyone else, for damage to structure or contents during our inspection, or for infestation, infection, adverse conditions or damage undetected due to inaccessibility or non-disclosure by owner/agent/tenant.~~

B. Slab floor construction has become more prevalent in recent years. Floor covering may conceal cracks in the slab that will allow infestation to enter. Infestations in the walls may be concealed by plaster so that a diligent inspection may not disclose the true condition. These areas are not practical to inspect because of health hazards, damage to the structure; or inconvenience. They were not inspected unless described in this report. We recommend further inspection if there is any question about the above noted areas. Ref: Structural Pest Control Act, Article 6, Section 8516(b), paragraph 1990(i). Amended effective March 1, 1974. Inspection is limited to disclosure of wood destroying pests or organisms as set forth in the Structural Pest Control Act, Article 6, Section 8516(b), Paragraph 1990-1991.

C. A re-inspection will be performed, if requested within four (4) months from date of original inspection, on any corrective work that we are regularly in the business of performing. If CERTIFICATION is required, then any work performed by others must obtain a warranty or guarantee by whomever did the work. There is a re-inspection fee.

D. This company is not responsible for work completed by others, recommended or not, including by Owner. Contractor bills should be submitted to Escrow as certification of work completed by others.

E. This report includes findings related to the presence/non-presence of wood destroying organisms and/or visible signs of leaks in the accessible portions of the roof. The inspector did not go onto the roof surface due to possible physical damage to the roof, or personal injury. No opinion is rendered nor guarantee implied concerning the water-tight integrity of the roof or the condition of the roof and roofing materials. If interested parties desire further information on the condition of the roof, we recommend that they engage the services of a licensed roofing contractor.

F. Second story stall showers are inspected but not water tested unless there is evidence of leaks in ceiling below. Sunken or below grade showers or tubs are not water tested due to their construction.

G. During the course of/ or after opening walls or any previously concealed areas, should any further damage or infestation be found, a supplementary report will be issued. Any work completed in these areas would be at Owner's direction and additional expense.

H. During the process of treatment or replacement it may be necessary to drill holes through ceramic tiles or other floor coverings; These holes will then be sealed with concrete. We will exercise due care but assume no responsibility for cracks, chipping or other damage to floor coverings. We do not re-lay carpeting.

I. We assume no responsibility for damage to any Plumbing, Gas or Electrical lines, etc., in the process of pressure treatment of concrete slabs or replacement of concrete or structural timbers.

J. When a fumigation is recommended we will exercise all due care but assume no responsibility for damage to Shrubbery, Trees, Plants, TV Antennas or Roofs. A FUMIGATION NOTICE will be left with, or mailed to the Owner of this property, or his designated Agent. Occupant must comply with instructions contained in Fumigation Notice. During fumigation and aeration, the possibility of burglary exists as it does any time you leave your home. Therefore, we recommend that you take any steps that you feel necessary to prevent any damage to your property. We also recommend that you contact your insurance agent and verify that you have insurance coverage to protect against any loss, damage or vandalism to your property. The company does not provide any onsite security except as required by state or local ordinance and does not assume any responsibility for

195

Concourse Boulevard, Santa Rosa CA 95403

10/6/2025

39717

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

care and custody of the property in case of vandalism, breaking or entering.

K. Your termite report and clearance will cover EXISTING infestation or infection which is outlined in this report.

L. If you should have any questions regarding this report, please call or come by our office any weekday between 8:00 a.m. and 5:00 p.m. We also provide information about additional services for the control of Household Pests such as Ants and Fleas, etc.

M. I agree to pay reasonable attorney's fees if suit is required by this COMPANY to enforce any terms of this contract, together with the costs of such action, whether or not suit proceeds to judgement.

N. The total amount of this contract is due and payable upon completion of work unless otherwise specified. A finance charge computed at a Monthly rate of 1.5% of the unpaid balance (annual percentage rate of 18%) will be added to all accounts past due.

O. If a building permit is found to be required there will be an additional charge to cover these fees as this cannot be ascertained at this time.

P. Owner/agent/tenant acknowledges and agrees that inspection of the premises will not include any type of inspection for the presence or non-presence of asbestos and that this report will not include any findings or opinions regarding the presence or non-presence of asbestos in, upon or about the premises, we recommend that you contact a contractor specifically licensed to engage in asbestos related work. Further, should we discover the presence of asbestos during our inspection of the premises or should our inspection of the premises cause a release of asbestos dust or particles, owner/agent/tenant shall be solely responsible for the cleanup, removal and disposal of the asbestos and the cost thereof. Owner/agent/tenant hereby agrees to waive any and all claims against this Company which are in any way related to the presence of asbestos on the premises and further agrees to indemnify and hold this company harmless from any and all claims of any nature asserted by a ny third party, including this Company's employees, which is in any way related to the presence of asbestos on the premises.

THIS IS A "STRUCTURAL PEST CONTROL" INSPECTION REPORT: NOT A BUILDING INSPECTION REPORT. IF THE INTERESTED PARTIES WANT A STRUCTURAL BUILDING INSPECTION, THEY SHOULD CONTACT THE APPROPRIATE LICENSED CONTRACTOR, AS A-I EXTERMINATORS ASSUMES NO REPOSIBILITY FOR ANY STRUCTURAL FAULTS TO THE BUILDING. NO OPINION IS BEING RENDERED REGARDING THE STRUCTURAL INTEGRITY OF THE BUILDING.

THE FOLLOWING AREAS WERE NOT INSPECTED, AS INDICATED IN SECTION #1990, PARAGRAPH (j) OF THE STRUCTURAL PEST CONRTOL ACT AND RULES AND REGULATIONS: FURNISHED INTERIORS, INACCESSIBLE ATTICS, INSULATED ATTICS, AND PORTIONS THEREOF: THE INTERIOR OF HOLLOW WALLS: SPACES BETWEEN A FLOOR OR PORCH DECK AND THE CEILING OR SOFFIT BELOW: STALL SHOWERS OVER FINISHED BUTTRESSES AND SIMILAR AREAS TO WHICH THERE IS NO ACCESS WITHOUT DEFACING OR TEARING OUT LUMBER, MASONRY AND FINISHED WORK, BUILT-IN CABINET WORK: FLOOR BENEATH COVERINGS, AREAS WHERE STORAGE CONDITIONS OR LOCKS MAKES INSPECTION IMPRACTICAL.

What is a Wood Destroying Pest and Organism Report?

A Wood Destroying Pest and Organism Report contains findings as to the presence or absence of evidence of wood destroying pests and organisms in the visible and accessible areas and contains recommendations for the correcting of any infestations or infections found. The content of this inspection report is regulated by the Structural Pest Control Act of Rules and Regulations.

Some structures do not comply with the local building code requirements or may have structural problems like plumbing, electrical, heating, air conditioning, foundation cracks, stucco cracks or other defects that do not pertain to the Wood Destroying Pest and Organism Report. This report does not contain that information, if any, which is not within the scope of the license of either the Inspector or the Company issuing the report.

The Structural Pest Control Act requires an inspection of only those areas which are visible and accessible at the

195

Concourse Boulevard, Santa Rosa CA 95403

10/6/2025

39717

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

time of the inspection.

**ROOF NOTE: THE EXTERIOR SURFACE OF THE ROOF WILL NOT BE INSPECTED. IF YOU WANT THE WATER TIGHTNESS OF THE ROOF DETERMINED, YOU SHOULD CONTACT A ROOFING CONTRACTOR WHO IS LICENSED BY THE CONTRACTORS STATE LICENSE BOARD.**

**NOTE:** IF A REINSPECTION OF THIS PROPERTY IS REQUESTED BY THE PERSON ORDERING THE ORIGINAL INSPECTION REPORT WITHIN FOUR (4) MONTHS, THIS COMPANY WILL MAKE THIS REINSPECTION AND MAY MAKE SAID REINSPECTION AT AN ADDITIONAL CHARGE NOT TO EXCEED THE ORIGINAL INSPECTION FEE.

**NOTE:** THIS COMPANY STRONGLY ADVISES THAT ALL INTERESTED PERSONS INVOLVED IN THIS STRUCTURE READ THIS REPORT CAREFULLY. IF THERE ARE ANY QUESTIONS CONCERNING ANY ONE OR MORE ITEMS IN THIS REPORT, PLEASE CONTACT THIS COMPANY OR THE INSPECTOR FOR ADDITIONAL INFORMATION.

**"NOTICE: Reports on this structure prepared by various registered companies should list the same findings (i.e. termite infestations, termite damage, fungus damage, etc.). However, recommendations to correct these findings may vary from company to company. You have a right to seek a second opinion from another company."**

THIS INSPECTION IS ONLY ON THE STRUCTURE OR STRUCTURES INDICATED ON THIS DIAGRAM. THIS REPORT IS A STATEMENT OF CONDITIONS THAT WERE FOUND ON THE DATE OF THIS INSPECTION ONLY. THIS COMPANY WILL NOT BE HELD LIABLE FOR ANY CONDITIONS THAT MAY DEVELOP AFTER THE DATE OF THIS INSPECTION. THIS IS A VISIBLE INSPECTION ONLY.

**NOTE:** NO PROBING AND/OR DEFACING OF THE PROPERTY WAS DONE UNLESS STATED IN THIS REPORT.

**"NOTICE:** The charge for service that this company subcontracts to another registered company may include the company's charges for arranging and administering such services that are in addition to the direct costs associated with paying the subcontractor. You may accept A-I Exterminators bid or you may contract directly with another registered company licensed to perform the work.

If you choose to contract directly with another registered company, A-I Exterminators will not be responsible for any act or omission in the performance of work that you directly contract with another to perform.

**MECHANICS LIEN LAW:** (Section 7018 of Calif. Contractors License Law). Provides under the Mechanics Lien Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

**NOTICE:** "This Wood Destroying Pests & Organisms Report DOES NOT INCLUDE MOLD OR ANY MOLD-LIKE CONDITIONS. No reference will be made to mold or mold-like condition. Mold is not a Wood Destroying Organism, and is outside the scope of this report, as defined by the Structural Pest Control Act. If you wish your property to be inspected for mold or mold like conditions, please contact the appropriate mold professional."



195

Concourse Boulevard, Santa Rosa CA 95403

10/6/2025

39717

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

NOTE A certification is a statement by a licensed pest control company attesting to the presence of infestations or infections in the visible and accessible areas. A certification does not mean that the structure is free of pest problems but the results of a careful inspection. It is the opinion of this company that SECTION I and SECTION II items be completed before the structure is free of pest problems. SECTION II items are items usually deemed likely to lead to infections or infestations such as leaking roof areas, condensation, earth contacts, faulty grade conditions, buckled floors and inaccessible areas. These conditions are categorized in SECTION II. If there is no visible infections or infestations on the accessible surface areas, all persons interested in this structure should be aware that infections or infestations may be present in the inaccessible areas, where further inspection is recommended, and that if these conditions in SECTION II of this report are not corrected they are usually deemed likely to lead to infections or infestations.

IF A SEPARATED REPORT HAS BEEN REQUESTED, IT IS DEFINED AS SECTION I & SECTION II CONDITIONS EVIDENT ON THE DATE OF INSPECTION. SECTION I CONTAINS ITEMS WHERE THERE IS EVIDENCE OF ACTIVE INFESTATION, INFECTION OR CONDITIONS THAT HAVE RESULTED IN OR FROM INFESTATION OR INFECTION. SECTION II ITEMS ARE CONDITIONS DEEMED LIKELY TO LEAD TO INFESTATION OR INFECTION, BUT WHERE NO VISIBLE EVIDENCE OF SUCH WAS FOUND. FURTHER INSPECTION ITEMS ARE DEFINED AS RECOMMENDATIONS TO INSPECT AREAS WHICH DURING THE ORIGINAL INSPECTION, DID NOT ALLOW THE INSPECTOR ACCESS TO COMPLETE THE INSPECTION AND CANNOT BE DEFINED AS SECTION I OR SECTION II.

#### Subterranean Termites:

ITEM 1A Subterranean termite tubes were noted tubing out of the subarea soil. Various cellulose debris and cardboard was noted throughout the subarea.

**RECOMMENDATION** Remove and dispose of all rake able cellulose debris from the subarea. Scrape down termite tubes. Treat the subarea soil with a registered termiticide, per label directions, by a certified pest control company. (See attached chemical sheet.) Drill and treat at porch areas (where foundation is not visible) where indicated by dotted lines, on the diagram. Inject a registered termiticide, as per label directions, by a certified pest control company. Seal the holes. (See attached chemical sheet).

**NOTE** A-I Exterminators cannot be held responsible for drilling through drains, electrical, gas or water lines. However, care will be used when drilling through concrete slab floors to avoid damaging the above lines.

\*\*\*\*\* This is a Section 1 Item \*\*\*\*\*

#### Other Findings:

**NOTE:** The subarea is equipped with an outgoing fan. However, ventilation appears limited. Some plywood at joists shows indication of reduced air circulation. Additional fan use or artificial air circulation may be beneficial, if possible.

**NOTE:** The gutter/downspout was noted to be rusted in several areas. Owner is cautioned to maintain

**NOTE** This strcture has enclosed (boxed) eaves. This type of construction does not allow for visual inspection of the interior of the eaves. Unless visual indication of interior damage is apparent, and noted in this report, the interior of the eaves is inaccessible for inspection and excluded from this report.

195

Concourse Boulevard, Santa Rosa CA 95403

10/6/2025

39717

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

**Other Findings:**

**NOTE:** THE STANDARD PRACTICE WITHIN THE INDUSTRY IS A VISUAL INSPECTION OF THE SECOND STORY ROOF EAVES, WALLS, DORMERS, ETC., FROM THE GROUND LEVEL ONLY. NO ADVERSE CONDITIONS WERE NOTED ON THE VISIBLE AND ACCESSIBLE SURFACES AT THIS TIME. NO RECOMMENDATIONS ARE BEING MADE TO RETURN TO THE PROPERTY WITH AN EXTENSION LADDER FOR A FURTHER INSPECTION, UNLESS REQUESTED BY INTERESTED PARTIES, AT AN ADDITIONAL COST.

**NOTE** The appliances were not moved during the course of this inspection. No adverse conditions were noted around the visible areas inspected. Should any adverse conditions be found when the appliances are moved, a supplemental report will be issued, stating additional repairs and charges, as these areas are not included in this report.

**NOTE** The plumbing was inspected, at the time of this inspection, and no leaks were found. We assume no responsibility for any leaks that may occur after the date of this inspection.

**NOTE** Unless noted elsewhere, in this report, the caulking and/or grouting is an owner maintenance item only and should be maintained as often as necessary. A-I Exterminators does not give any guarantee or implied warranty, on these items, from the date of this inspection.

**NOTE:** AS A-I EXTERMINATORS ARE NOT LICENSED AS A ROOFING CONTRACTOR, WE OFFER NO OPINION NOR GUARANTEE REGARDING THE ROOF STRUCTURE OR LEAKAGE. WE SUGGEST THAT PARTIES OF INTEREST SHOULD HAVE ALL ROOFS INSPECTED BY A LICENSED ROOFING CONTRACTOR PRIOR TO EXCHANGE OF OWNERSHIP.

WHEN WORK IS RECOMMENDED A REINSPECTION WILL BE MADE IF REQUESTED WITHIN FOUR (4) MONTHS OF THE ORIGINAL REPORT, FOR AN ADDITIONAL FEE. WE CANNOT GUARANTEE WORK DONE BY OTHERS OR THEIR AGENTS. THIS COMPANY MUST BE CONTACTED PRIOR TO COMMENCING ANY WORK. **THE REINSPECTION FEE WILL BE ONE HUNDRED DOLLARS (\$100.00).** A BUILDING PERMIT MAY BE REQUIRED TO PERFORM WORK RECOMMENDED IN THIS REPORT. THE AGENT AND/OR OWNER IS REQUIRED TO DISCLOSE A SIGNED-OFF BUILDING PERMIT FOR THE CONSTRUCTION WORK RECOMMENDED IN THIS REPORT (WHEN APPLICABLE). ANY PERSON WHO VIOLATES THIS REGULATION IS SUBJECT TO THE ACTUAL DAMAGES SUFFERED BY A TRANSFEREE, INCLUDING ATTORNEY FEES (CIVIL CODE #1134.5).

**NOTE:** THE WORK COMPLETED BY THIS COMPANY IS GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF COMPLETION, WITH EXCEPTIONS TO PLUMBING, GROUTING, CAULKING, SEALING, ANY TYPE OF GRADING OF SOIL, RESETTING OF TOILETS, GLASS ENCLOSURES AND FLOOR COVERINGS. THESE ITEMS ARE GUARANTEED FOR A PERIOD OF THIRTY (30) DAYS, AS THEY ARE OWNER MAINTENANCE AREAS AND WE HAVE NO CONTROL OVER ANY ADVERSE CONDITIONS THAT MAY DEVELOP. **NOTE:** OWNERS MUST MAINTAIN ALL SHOWERS AND TUB SPLASHES, SUCH AS GROUTING, CLEANING AND RESEALING WHEN NEEDED. IF NOT PROPERLY MAINTAINED, ALL WARRANTIES WILL BE VOID. **A-I EXTERMINATORS DOES NOT DO ANY PRIMERING AND/OR PAINTING.**

**NOTE:** If any work is done by anyone other than A-I Exterminators, a reinspection must be made before any replacement of material. Inaccessible areas, to be open for further inspection and/or repairs, must be viewed by A-I Exterminators before being reclosed. Otherwise, we may not issue a clearance. Please refer to the reinspection note.

195

Concourse Boulevard, Santa Rosa CA 95403

10/6/2025

39717

BUILDING NO.

STREET, CITY, STATE, ZIP

INSPECTION DATE

REPORT NO.

**OCCUPANTS CHEMICAL NOTICE**

A-I Exterminators will use pesticide chemical(s) specified below for the control of wood destroying pests or organisms in locations identified in the Structural Pest Control report as indicated above.

(1) The pest(s) to be controlled:

- ☒ SUBTERRANEAN TERMITES  
☐ DRY-WOOD TERMITES  
☐ FUNGUS or DRY ROT  
☐ OTHER

(2) The pesticide(s) proposed to be used and the active ingredient(s).

- ☐ A. VIKANE: Sulfuryl Fluoride.  
☐ B. PREMISE FOAM: Imidacloprid:1-[(6-Chloro-3-pyridinyl)methyl]-N-Nitro-2-Imidazolidinimine.  
☒ C. TAURUS SC: Fipronil:(5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile).  
☐ D. TIM-BOR: Disodium Octaborate Tetrahydrate 98%.  
☐ E. TERMIDOR SC: Fipronil:(5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S)-(trifluoromethyl)sulfinyl)-1-H-pyrazole-1-carbonitrile).  
☐ F. PREMISE 75: (Imidacloprid,1-(6-Chloro-3Pyridinyl)Methyl)-N-Nitro-2Imidazolidinimine 75%).

(3) "State Law requires that you be given the following information:

**CAUTION--PESTICIDES ARE TOXIC CHEMICALS.** Structural Pest Control Companies are registered and regulated by the Structural Pest Control Board, and apply pesticides which are registered and approved for use by the California Department of Pesticide Regulation and the United States Environmental Protection Agency. Registration is granted when the State finds that, based on existing scientific evidence, there are no appreciable risks if proper use conditions are followed or that the risks are outweighed by the benefits. The degree of risk depends upon the degree of exposure, so exposure should be minimized."

"If within 24 hours following application, you experience symptoms similar to common seasonal illness comparable to the flu, contact your physician or poison control center and your pest operator immediately."

"In the case of fumigation, if within 24 hours you experience symptoms of dizziness, headache, nausea, reduced awareness, slowed movement, garbled speech or difficulty in breathing, leave the structure immediately and seek medical attention by contacting your physician or Poison Control Center and notify your Pest Control Company. The warning agent, chloropicrin can cause symptoms of tearing, respiratory distress and vomiting. Entry into the space during fumigation can be fatal."

For further information, contact any of the following:

A-I Exterminators.....(209) 333-3311  
 Poison Control Center.....(800) 222-1222  
 San Joaquin County Health Office.....(209) 468-3400  
 San Joaquin County Agricultural Commissioner.....(209) 953-6000  
 Amador County Health Office.....(209) 223-6439  
 Amador County Agricultural Commissioner.....(209) 223-6487  
 Calaveras County Health Office.....(209) 754-6460  
 Calaveras County Agricultural Commissioner.....(209) 754-6504  
 Solano County Health Office.....(707) 421-6629  
 Solano County Agricultural Commissioner.....(707) 421-7465  
 Sacramento County Health Office.....(916) 875-6091  
 Sacramento County Agricultural Commissioner.....(916) 875-6603  
 Stanislaus County Health Office.....(209) 558-7700  
 Stanislaus County Agricultural Commissioner.....(209) 525-4610  
 Structural Pest Control Board  
 2005 Evergreen Street #1500, Sacramento, CA 95815 ..... (800) 737-8188

Persons with respiratory or allergic conditions, or others who may be concerned about their health relative to this chemical treatment, should contact their physician concerning occupancy during and after chemical treatment prior to signing this NOTICE.

NO CHEMICAL APPLICATION WILL BE PERFORMED UNTIL SUCH TIME THAT THIS NOTICE IS RETURNED. HAVING READ THE INSTRUCTIONS, I, THE UNDERSIGNED, WILL ACCEPT RESPONSIBILITY FOR ALL THE AFOREMENTIONED.

OWNER/OCCUPANT

DATE

# A-1 EXTERMINATORS, INC.

20 S. Cluff, Lodi, CA 95240

Ph: (209) 333-3311 (209) 333-7432 Fax

Page: 1 of 2

## WORK AUTHORIZATION CONTRACT

Address of Property: 195 Concourse Boulevard, Santa Rosa CA 95403

Inspection Date: 10/6/2025

Report #: 39717

Title Co. & Escrow #:

### SECTION 1

### SECTION 2

### FURTHER INSPECTION

1A \$ 2650.00

We Authorized the Following  
Section 1 Items to be Performed.

1A

We Authorized the Following  
Section 2 Items to be Performed.

We Authorized the Following  
Items for Further Inspection.

Proposed Cost Section 1: \$2,650.00

Proposed Cost Section 2: \$0.00

Proposed Cost Fur.Insp.: \$0.00

Total: \$2,650.00

### MOLD DISCLAIMER

There may be health related issues associated with the structural repairs reflected in the inspection report referenced by this Work Authorization Contract. These health issues include but are not limited to the possible release of mold spores during the course of repairs. We are not qualified to and do not render any opinion concerning such health issues or any special precautions. Any questions concerning health issues or any special precautions to be taken prior to or during the course of such repairs should be directed to a Certified Industrial Hygienist before any such repairs are undertaken.

I have read this work authorization contract and WDO inspection report it refers to. SIGNED WORK AUTHORIZATION CONTRACT MUST BE RECEIVED BEFORE WORK WILL BE SCHEDULED. I have read and understand the terms of this work authorization contract and hereby agree to all terms thereof.

APPROVED AND READ BY:

DATE

ACCEPTED FOR:

DATE

166 A-1 EXTERMINATORS, INC.

---

## WORK AUTHORIZATION CONTRACT

Address of Property: 195 Concourse Boulevard, Santa Rosa CA 95403

Inspection Date: 10/6/2025

Report #: 39717

Title Co. & Escrow #:

---

### CUSTOMER INFORMATION

The total amount of this contract is due and payable upon completion of the work listed above unless otherwise specified. Only the work specified in the contract is being done at this time due to owners wishes. ANY WORK PERFORMED AGAINST AN EXITSTING TITLE ESCROW WILL BE THE FINANCIAL RESPONSIBILITY OF THE PARTY ORDERING THE INSPECTION REPORT, IN THE EVENT OF A CANCELLED TITLE ESCROW.

Work completed (LABOR) by operator shall be guaranteed for a period of one year from completion. Toilet plumbing(parts supplied by this firm), showers, floors or any measures for the control of moisture are guaranteed for (30) days only. Chemical treats are guaranteed for one year. Only the areas treated are guaranteed.

Customer agrees to hold company harmless for any damage which may occur to plant life, wiring, trees, vines, pets, tile roofs, plumbing leaks, or changes beyond control of the company which may occur during the performance of this work. In case of non-payment by owner, reasonable attorney's fees and costs of collection shall be paid by the owner, whether suit be filled or not. A SERVICE CHARGE OF 1-1/2 PERCENT, PER MONTH WILL BE CHARGED ON ALL BALANCES OVER (30) DAYS. THE 1-1/2 PERCENT, PER MONTH, EQUALS 18 PERCENT PER ANNUM ON THE UNPAID BALANCES.

Any additional damage found while work is being performed will be supplemented by a report as to additional findings and costs.

All repairs performed by others must be re-inspected by OUR COMPANY before a CERTIFICATION will be issued. We do not guarantee work completed by others. Any repairs completed by others must be guaranteed in writing and submitted to OUR COMPANY before a CERTIFICATION will be issued. This firm does not make statements concerning workmanship. Workmanship is only determinable by those paying for or receiving those services.

If at the time of repairs to decks, the damage is found to be more extensive, a Supplemental report will be given along with a bid for any other corrections that maybe necessary.

A re-inspection of specific items on the report or of any other conditions pertaining to this structure can be done at an ADDITIONAL COST PER TRIP. The re-inspection must be done within (4) months of the original inspection.

Our inspectors are not equipped with 40 ft. ladders therefore all two story building will not be inspected at the eaves unless requested.

NOTICE TO PROPERTY OWNERS : (Section 7018 of the California Contractors License Law, Business & Professional Code Div. 3, Chap. 9) Provides under the Mechanic's Lien Law any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by the court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

\*\* NOTE \*\* : Inspection fee is billed separately above any work costs.

☐

	LOW	HIGH		
<b>ITEM 1: Add wall to close off Hallway</b>	\$ 3,500	\$ 5,000		
If Exit door + Panic bar necessary ADD	\$ 1,500	\$ 3,000		
 <b>ITEM 2: Kitchen Conversion</b>				
Demo	\$ 3,000	\$ 6,000		
Plumbing/sink/drain	\$ 4,000	\$ 10,000		
If cutting slab is necessary to connect to nearby WC	\$ 4,000	\$ 8,000		
Electrical and Lighting	\$ 5,000	\$ 10,000		
Doors and framing	\$ 3,000	\$ 6,000		
Cabinets and finishes Incl Paint	\$ 10,000	\$ 20,000		
 <b>ITEM 3: Make Full wall into half wall</b>	\$ 6,500	\$ 11,000		
If Load bearing framing is Req'd ADD	\$ 3,000	\$ 5,000		
 <b>ITEM 4: Demo Small closet in current storage room</b>	\$ 2,500	\$ 4,000		
 <b>ITEM 5: Convert Storage Room to Conference Room</b>				
Sheetrock/tape/texture/paint ceiling	\$ 10,000	\$ 15,000		
Electrical/Lighting	\$ 8,000	\$ 10,000		
Audio video upgrades	\$ 2,500	\$ 6,000		
Dais Framing and finishes (Flooring/carpet for dais)	\$ 3,000	\$ 10,000		
AC Mini split	\$ 8,000	\$ 12,000		
Just ductwork run from current plenum to conf room			\$ 5,000	\$ 10,000
<b>New Flooring for conference room</b>				
Demo Existing Tile flooring	\$ 5,000	\$ 7,000		
Polish/refinish existing concrete	\$ 5,000	\$ 12,000		
Carpet Tile/Carpeting			\$ 5,000	\$ 10,000
<b>ITEM 6: Update Flooring throughout rest of space</b>				
Demo existing flooring	\$ 10,000	\$ 20,000		
Install new carpet or carpet tile	\$ 15,000	\$ 30,000		
<b>ITEM 7: New Ceilings throughout</b>				
Demo Existing T-Bar ceiling	\$ 7,000	\$ 21,000		
Intall new sheet rock drop ceiling	\$ 25,000	\$ 45,000		
<b>ITEM 8: Install electric charging station</b>	\$ 10,000	\$ 15,000		
Assumes Owner purchases charging station				
Includes concrete and electrical work				
<b>Item 7: Misc allowance for other upgrades</b>	\$ 12,000	\$ 20,000		
Closing off offices that have open upper walls and other misc upgrades				
	<b>LOW</b>	<b>HIGH</b>		
<b>ROUGH ORDER MAGITUDE OF ABOVE WORK</b>	<b>\$ 166,500</b>	<b>\$ 311,000</b>		

## Information Systems Department Project Estimate

Mike Hazen  
707-565-2760  
2615 Paulin Dr  
Santa Rosa, CA 95403



To:  
Thora Collard  
707-565-3788  
Sonoma Public Infrastructure  
2300 County Center Dr, B240  
Santa Rosa, CA 95403

Date October 8, 2025  
Expiration Date November 7, 2025

**Project Title:** SPI - Zero Waste Move ROUGH DRAFT

**Project Number:** 25IT\_\_\_\_\_

### Project Description

\*\*\*THIS ESTIMATE IS NOT FINAL, ONLY APPROXIMATION. SITE WALKS AND ADDITIONAL TIME IS NEEDED\*\*\*

Zero Waste moving out of La Plaza B, Suite 240 to a new leased building located at 195 Concourse Blvd, Suite B. Need bag and tag of users workstations, new ASE circuit install, new network hardware and create new subnet with Wi-Fi access. Also installing new tech for large and small conference rooms.

\*\*\*THIS ESTIMATE IS

NOT FINAL, ONLY APPROXIMATION. SITE WALKS AND ADDITIONAL TIME IS NEEDED\*\*\*

### Labor

	Labor Hours	Total Labor
Information Management	0.00	\$0.00
Systems & Programming	0.00	\$0.00
Technical Services	50.00	\$7,500.00

### Hardware

	Extended Cost
Technical Services	\$30,929.98

### Software / Licensing

	Extended Cost
Information Management	\$0.00
Systems & Programming	\$0.00
Technical Services	\$0.00

### Third Party Vendor

Labor	\$99,880.00
Hardware/Software	\$0.00
Subtotal ISD Labor	\$7,500.00
ISD Labor Contingency	\$1,500.00
<b>Total Labor</b>	<b>\$9,000.00</b>
<b>Total Hardware</b>	<b>\$30,929.98</b>
<b>Total Software/License</b>	<b>\$0.00</b>
<b>Tax Rate 10.00%</b>	<b>\$3,093.00</b>
<b>Total 3rd Party</b>	<b>\$99,880.00</b>
<b>Total Project Estimate</b>	<b>\$142,902.98</b>

Projects with a total value of \$25K or over are subject to capitalization requirements.  
Contact ACTTC for more information.

This estimate for goods and services is based upon the information available at this time. It assumes continued adherence to the project scope and agreed upon requirements described in a project charter or similar document, if applicable. If ongoing operations and support needs are indicated, department approval and agreement to fund must be ensured before project work begins and ongoing charges are approved by your signature on this estimate. Adequate funding must be available in order to purchase hardware and software and perform services as reflected in the estimate. If applicable, please complete a Budgetary Adjustment in Commitment Control to transfer funds based on this estimate.

Customer Printed Name

Customer Signature

Date

Department Number

### Ongoing Expenses

None

Prepared by: Ross Walters

# Technical Services Detail Page

**Project Title:** SPI - Zero Waste Move ROUGH DRAFT

## Description of Work

### Network Infrastructure = 16 hrs

- Switch and router configuration
- ASE circuit installation and coordination
- Wi-Fi configuration
- General Troubleshooting

### Data Center Operations = 8 hrs

- Conference room configuration with Zoom Rooms
- General troubleshooting

### Desktop Support= 18 hrs

- Bag and tag workstation PCs
- Setup at new space
- Reconfigure Leased Printer with new network settings
- General Troubleshooting

### Project Management = 8 hrs

Site walk, Create estimate, Communication, Meetings

## Labor

	# of Hours	Rate	Amount
Business Analysis	0	150	\$0.00
Customer Training	0	150	\$0.00
Development & Programming	0	150	\$0.00
Documentation	0	150	\$0.00
Installation & Deployment	42	150	\$6,300.00
Training	0	150	\$0.00
Project Meeting	0	150	\$0.00
Project Management	8	150	\$1,200.00
Research	0	150	\$0.00
Customer Support	0	150	\$0.00

## Hardware

Item Description	Part #	Price Each	Qty	Extended Cost
Neat Bar Pro		6,190.00	1	\$6,190.00
Neat Pad		820.00	2	\$1,640.00
LG 75" TVs		1,500.00	2	\$3,000.00
TV Wall Mounts		49.99	2	\$99.98
Network Equipment		20,000.00	1	\$20,000.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00

## Software / Licensing

Item Description	Part #	Price Each	Qty	Extended Cost
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00

<b>Labor Hours</b>	<b>50.00</b>	<b>Total Labor</b>	<b>\$7,500.00</b>
<b>ISD Labor Contingency</b>	<b>20%</b>		<b>\$1,500.00</b>
<b>Total Hardware</b>			<b>\$30,929.98</b>
<b>Total Software/License</b>			<b>\$0.00</b>
<b>Total before tax</b>			<b>\$39,929.98</b>

Prepared by: Ross Walters



# Thrid Party Vendor Detail Page

**Project Title:** SPI - Zero Waste Move ROUGH DRAFT

## Description of Work

### Small Conference Room Vendor Install

- Need quad power outlet
- 3 data drops
- Mounting of TVs, Neat equipment

### Large Conference Room Vendor Install

- Need ceiling speakers and mic.
- Dual cameras
- Projector and screen
- Terminated to location that connects to desktop or laptop setup for hybrid meetings.

### Building Wiring Vendor Install

- Add any not terminated in building for PC access
- Add data drops for wireless access points in ceiling
- Testing existing wiring.

## Labor

	# of Hours	Rate	Amount
Small Conference Room	1	4880	\$4,880.00
Large Conference Room	1	75000	\$75,000.00
Building Wiring	1	20000	\$20,000.00
	0	150	\$0.00
	0	150	\$0.00
	0	150	\$0.00
	0	150	\$0.00
	0	150	\$0.00
	0	150	\$0.00
	0	150	\$0.00

## Hardware

Item Description	Part #	Price Each	Qty	Extended Cost
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00

## Software / Licensing

Item Description	Part #	Price Each	Qty	Extended Cost
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00
		0.00	0	\$0.00

<b>Labor Hours</b>	3.00	<b>Total Labor</b>	<b>\$99,880.00</b>
		<b>Total Hardware</b>	<b>\$0.00</b>
		<b>Total Software/License</b>	<b>\$0.00</b>
		<b>Tax Rate</b>	<b>10.00%</b>
		<b>Total</b>	<b>\$99,880.00</b>

Prepared by: Ross Walters

# PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Sonoma

I am a citizen of the United States and a resident of the county aforesaid: I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of The Press Democrat, a newspaper of general circulation, printed and published DAILY IN THE City of Santa Rosa, County of Sonoma; and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sonoma, State of California, under the date of November 29, 1951, Case number 34831, that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit:

The Press Democrat - Legal Notices

9/25, 10/2, 10/9 - 10/9/2025

I certify (or declare) under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Dated 10/09/2025  
at Santa Rosa, California



Stefanie Puckett

## PUBLIC NOTICE

NOTICE IS GIVEN that the Sonoma County Waste Management Agency, also known as Zero Waste Sonoma, a joint powers authority authorized under Government Code section 6500, intends to purchase an office building with approximately .91 acres of property located at 195 Concourse Blvd., Santa Rosa, CA, being further described as APN 059-360-001. The property would be acquired from Walt Johnson for a purchase price of Two Million, One-Hundred Thousand Dollars (\$2,100,000). Zero Waste Sonoma will meet on October 17, 2025, at 9:00 a.m., in the City of Santa Rosa Board Chambers, 100 Santa Rosa Avenue, Santa Rosa, California, to authorize the purchase of the property. Zero Waste Sonoma is publishing this Notice once a week for three successive weeks in accordance with Government Code Sections 25350 and 6063.

6921440 - Pub Sept 25, Oct 2, 9, 2025

1ti.



Agenda Item #: 8  
Staff Contact: Collard  
Agenda Date: October 16, 2025  
Approved By: LL

## **ITEM: Approval to Lease 195 Concourse Blvd. Ste A, Santa Rosa**

### **I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION**

Approve a resolution authorizing the Executive Director to enter into a lease agreement for 195 Concourse Blvd. Ste B, Santa Rosa.

### **II. BACKGROUND**

Zero Waste Sonoma Zero has entered into negotiations to purchase commercial property located at 195 Concourse Blvd. in Santa Rosa (Sonoma County Assessor's Parcel Number 059-360-001) to serve as the future administrative headquarters for the Agency. The property includes an approximately 8,000-square-foot office building situated on a 0.91-acre parcel.

Following Board direction, ZWS is proceeding with the purchase for the asking price of \$2,100,000 which will be adjusted to reflect negotiated credits for repairs identified during inspections.

### **III. DISCUSSION**

The seller, who currently occupies a portion of the building (Suite A), has requested to lease back a portion of the space upon completion of the sale. Staff has negotiated lease terms to ensure continued occupancy of the space during the transition period.

The terms of the lease are as follows:

- Lessee: Current property owner (Seller)
- Premises: Approximately 2,000 sq. ft. (Suite A)
- Lease Term: 3 years
- Rent: \$1.90 per sq. ft. (Full Service), with a 3% annual escalation
- Extension Option: One (1) year option to extend at 3% above the final year's rent
- Termination: Lessee may terminate with six (6) months' written notice

This lease provides an immediate revenue stream to offset ownership costs while maintaining flexibility for future space needs as ZWS transitions operations to the new headquarters.

**IV. FUNDING IMPACT**

The lease will generate approximately \$45,600 in annual rental revenue, with a 3% annual increase for the duration of the lease term.

**V. ATTACHMENTS**

1. Lease Agreement
2. Resolution

## COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "**Lease**") is dated for reference purposes October \_\_, 2025 and is made and entered into by and between SONOMA COUNTY WASTE MANAGEMENT AGENCY ("**Landlord**") and \_\_\_\_\_ ("**Tenant**"), under the following terms and conditions:

1. Description of the Leased Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the building(s) located at 195 Concourse Boulevard, Santa Rosa, California, office space consisting of approximately 2,000 square feet, referred to herein as the "**Premises**" and shown on **Exhibit A**. The Premises are part of a larger building referred to herein as the "**Building**." Tenant shall also be permitted to have reasonable non-exclusive access and use, in common with any other tenants of the Building as well as with Landlord's use of same, of a break/lunch room area as designated on **Exhibit A**, subject to such reasonable rules and regulations Landlord may issue relating to the use of such space from time to time.

2. Term, Occupancy, and Renewal.

a. Term. The term of this Lease shall be for three (3) years; said term shall commence on October \_\_, 2025 (the "**Commencement Date**"), and end on October \_\_, 2028.

b. Occupancy. Tenant may, upon execution of this Lease by Landlord and Tenant, occupy the Premises on the Commencement Date subject to all terms and conditions of this Lease, provided Tenant complies with Section 16 (Insurance) and delivers an insurance certificate to Landlord prior to entry. Landlord and Tenant acknowledge that Tenant has previously been in possession of the Premises prior to the Commencement Date.

c. Option to Renew. Provided Tenant is not in default in any terms of this Lease, Tenant is hereby granted an option to renew this Lease, under the same terms and conditions as set forth in this Lease, for the further term of one (1) year from and after the expiration of the original term of this Lease as set forth under Section 2.a (the "Renewal Term").

d. Early Termination Option. During the Renewal Term, Tenant may terminate this Lease at any time by providing Landlord with at least one hundred eighty (180) days' prior written notice.

3. Rent. The initial annual rent during the term of this Lease shall be \$3,800.00 per month, subject to increase as provided in Section 3.d below. Tenant shall, commencing on the Commencement Date and continuing thereafter on the first (1st) day of each and every month during the term of this Lease, pay to Landlord in advance, such minimum monthly rent, without setoff, deduction or demand. If possession is taken on other than the first of the month, rent shall be prorated accordingly based on a 30-day month.

a. Late Charge. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease. If any installment of rent due from Tenant is not received by Landlord within five (5) days after it becomes due, Tenant shall

pay to Landlord an additional sum of the greater of \$100 or 5% of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

b. Interest on Unpaid Rent. Rent or other charges under this Lease not paid within five (5) days of the date due shall, in addition to any late charges under Section 3.a, above, bear interest at the lesser of the maximum legal rate or 10% per annum from the date due until paid.

c. Holdover. Tenant may not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Acceptance of rent is not Landlord's consent to holdover. Without Landlord's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to 150% of the rent in effect upon the date of such expiration. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 3 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.

d. Increase in Rent. On each anniversary of the Commencement Date, including with respect to the Renewal Term, if any, annual Rent shall increase by 3% per year over the immediately prior annual Rent due.

e. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the Security Deposit in the amount of \$3,800.00. The Security Deposit shall be held by Landlord as security for Tenant's performance of the terms of this Lease. Landlord may (but shall not be required to) use all or any part of the Security Deposit to cure any default of Tenant under the Lease (after any required notice and expiration of any applicable cure period) or to compensate Landlord for any loss or damage which Landlord may incur as a result of Tenant's default. Tenant shall not be entitled to interest on the Security Deposit and Landlord shall not be required to keep the Security Deposit separate from its general funds. Where there have been no defaults by Tenant or where all applicable deductions from Security Deposit have been made as hereinabove provided, Landlord shall refund the then existing balance of the Security Deposit to Tenant within thirty (30) days of expiration or termination of this Lease.

4. Place of Payment of Rent. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mail at the office of the Landlord located at 195 Concourse Blvd., Ste B, Santa Rosa CA 95403, or at such other place as Landlord may designate from time to time in writing. Mailed payments must be received (not postmarked) by Landlord by the date due.

5. Condition of, and Improvements to, Premises.

a. Improvements. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Premises prior to, or as a condition of, Tenant's occupation of the Premises.

b. As-Is Condition. Tenant warrants and agrees that Tenant has inspected the Premises, and acknowledges that Tenant has been in possession of the Premises prior to the Commencement Date. Tenant agrees to take possession of the Premises in an AS-IS condition (which exists on the date this Lease is signed) and Tenant further agrees that, Landlord shall have no responsibility for any repairs or improvements to the Premises, prior to, or as a condition of, Tenant's occupation of the Premises. Landlord makes no representations regarding the condition, status, compliance with laws or suitability for a particular purpose for Tenant's use.

c. Condition Upon Surrender. Upon termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as when received, ordinary wear and tear and damage by fire, earthquake, or act of God excepted, and including any repairs or improvements made by Tenant. If Tenant fails to maintain the Premises in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, and Tenant shall pay the reasonable cost thereof as additional rent hereunder within ten (10) days after receipt of a written statement therefor. In the event the giving of thirty (30) days' prior notice may result in additional damage to the Premises, Landlord may make such repairs, at Tenant's expense, without thirty days' prior written notice.

d. Inspection by Certified Access Specialist. Landlord discloses that the Premises have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) which provides: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Lease pursuant to the election below; (ii) the inspection will be at Tenant's sole cost and expense; (iii) the inspection must be scheduled through Landlord and in coordination with the Landlord's property manager; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report shall be Tenant's responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. By initialing below, Tenant represents that:

Tenant wishes to have a CASp inspection of the Premises      Initials: \_\_\_\_\_

Tenant hereby waives its right to have a CASp inspection of the Premises      Initials: \_\_\_\_\_.

6. Use. The Premises shall be used only for general office purposes. Tenant shall not use any portion of the Premises for purposes other than those specified without first obtaining the written consent of Landlord. Tenant shall not do, bring, or keep anything in, on, or about the Premises which will in any way increase the premium rate or cause the cancellation of any fire or other insurance upon the Premises, the building in which the Premises are located, or any of its contents. Tenant shall have the non-exclusive right to use the parking area and driveways, sidewalks, hallways, restrooms (to the extent not entirely contained in the Premises), common area pathways to and from the parking area and Premises in common with the other tenants of the Building as well as with Landlord's use of same.

7. Compliance with Laws/Hazardous Materials.

a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Premises or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "**Laws**").

b. Tenant shall not cause or permit any Hazardous Materials, as defined below, to be brought upon, kept, used, discharged, deposited or leaked in or about the Premises or the Building by Tenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors), except to the extent such Hazardous Materials are cleaning or office supplies customarily kept or used by typical office tenants and are kept and used in accordance with all applicable laws. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material on the Premises or the Building caused or suffered or permitted by Tenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors) results in contamination of the Premises or the Building, or if contamination of the Premises or the Building by any Hazardous Material otherwise occurs for which Tenant is legally liable, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, damages, costs, liabilities and expenses (including, without limitation, diminution in value or use of the Building, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination. This indemnification shall include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work on or under the Premises. "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or by common law decisions, including without limitation (i) all chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos and (iv) polychlorinated biphenyls.

8. Waste; Nuisance; Quiet Enjoyment. Tenant shall not suffer or commit any waste or nuisance on the Premises, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant or occupant of the building or injure or annoy them. Tenant shall not use or allow the Premises to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment.



9. Repair and Maintenance.

a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, and common areas in which the Premises are located unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, in which case Landlord shall promptly cause the repairs to be made at Tenant's sole expense. Within ten (10) days after receipt of a written notice that Landlord has made repairs that were caused by the neglect, misuse, or misconduct of Tenant, its agents, employees or invitees, Tenant shall promptly reimburse Landlord within thirty (30) days of invoice for the cost of all such repairs and maintenance. Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and complete said repairs.

b. Tenant shall, at Tenant's sole cost and expense, maintain the Premises except as noted under Section 9.a, above, in good condition and repair. Said maintenance shall include but not be limited to, the interior of the Premises, exterior doors and windows, all fixtures and equipment, including without limitation, plate glass, electrical wiring, plumbing fixtures, plumbing drains (from the interior of the Premises to the point of connection of Tenant's drainage system with the sanitary sewer system owned, managed, and/or maintained by the local municipality). Landlord shall maintain the heating and air conditioning system in good and working order at Landlord's sole expense and cost. Tenant hereby waives California Civil Code Sections 1932(1), 1941 and 1942 and any other applicable existing or future law, ordinance or governmental regulation permitting Tenant to make repairs at Landlord's expense.

10. Utilities. Landlord will provide at Landlord's expense gas service, trash, electrical service, water and sewer services to the Premises. Tenant shall be responsible for Tenant's telephone service, cable/television service and internet service. Landlord shall not be responsible for any interruptions or disturbance of service regardless of whether Tenant is paying directly for such services or if such services are being contracted for by Landlord, nor shall there be any abatement of rent resulting from any cessation or interruption of utility service or other service contemplated by this section. Tenant shall deposit all trash only in designated areas. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption or failure of any services to be provided under this Lease.

11. Rules. Tenant shall before and during the Term faithfully observe and comply with, and shall cause all occupants of the Premises to observe and comply with, the rules and regulations attached to this Lease as **Exhibit B** and all reasonable modifications thereof and additions thereto from time to time put into effect by Landlord (the "**Rules and Regulations**").

12. Alterations and Liens. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Landlord. If any alterations require additional changes to comply with Laws which are triggered by Tenant's alterations, all such resulting requirements to comply with Laws shall be at Tenant's expense and any Landlord consent to such alterations shall be conditioned on Tenant's payment for same. Any alterations, additions, or improvements affixed to the Premises, except furnishings,

equipment, and trade fixtures, shall, at Landlord's option, become part of the real property and belong to Landlord on expiration or termination of the term and any extension thereof. If Landlord consents to the making of any alteration, additions, or improvements to the Premises, they shall be made at Tenant's sole cost and expense. Tenant shall keep the Premises free and clear of any liens or encumbrances which may arise from such work. At Landlord's option, Tenant shall, at its sole cost and expense, remove all such additions, alterations, and improvements from the Premises at the end of the term hereof and repair any damage to the Premises occasioned by such removal. If Tenant shall fail to complete such removal and repair such damage within ten (10) days after such termination, Landlord may do so and Tenant shall pay the reasonable cost thereof as additional rent within ten (10) days after Landlord shall render to Tenant a written statement therefor.

13. Assignment and Subletting. Tenant shall not assign or encumber this Lease or any interest therein or sublet the Premises or any portion thereof either voluntarily or by operation of law without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Consent to one assignment, subletting, or use by any person other than Tenant shall not be deemed to be consent to a subsequent assignment, subletting, or use by any other person. In considering whether or not to grant such consent, Landlord may consider, among other things, the proposed tenant's character, credit, and professional standing. Any assignment or subletting not in compliance with the provisions of this paragraph shall be a material breach of the Lease, voidable and, at Landlord's option, shall terminate this Lease.

14. Entry by Landlord. Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Premises at reasonable times to inspect and examine the same and to make such repairs to the Premises as the Landlord shall deem advisable, and to show the Premises to prospective tenants, buyers or lenders.

15. Indemnification.

a. Waiver of Claims. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and any employees, licensees, invitees, agents, or contractors.

b. General Indemnity. Tenant agrees, as an independent unsecured obligation, separate from any of its promises or covenants in this Lease, to indemnify, defend (with counsel selected by Landlord at Tenant's expense), protect and hold harmless Landlord, its employees, agents, officers, wardens, officiants, legal counsel, assigns, any successor or successors to Landlord's interest in the Premises and any future owners of the Premises to whom this Lease is assigned (hereinafter collectively referred to as the "**Indemnitees**") from and against all claims, actual damages (including but not limited to special and consequential damages), punitive damages, injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses arising out of any damage to any person or property occurring in, on, or about the Premises, except for any acts of gross negligence or willful misconduct by Landlord. Tenant's obligation under this paragraph to indemnify and hold the Indemnitees harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified. Landlord shall not be liable to Tenant for any damage by or resulting from any act or negligence of any other

tenant of property adjoining the Premises or by the owner or occupant of any adjoining or contiguous property.

16. Insurance.

a. **Property Insurance.** During the Lease Term, Tenant shall, at Tenant's expense, maintain, or cause to be maintained, Commercial Property insurance ("**CP Insurance**") that insures Tenant's tenant improvements, if any, furniture, fixtures, and equipment and any personal property at Premises.

b. **Liability Insurance.** During the Lease Term, Tenant shall maintain commercial General Liability insurance ("**CGL Insurance**") with limits of liability not less than \$1,000,000 per occurrence with a general aggregate of not less than \$2,000,000 covering liability arising from each party's operations at the Real Property or Premises, as applicable, independent contractors, product-completed operations, personal injury, and advertising injury, and contractual liability that includes this Lease as an insured contract. Tenant shall maintain Worker's Compensation insurance as required by law.

c. **Worker's Compensation .** Worker's Compensation coverage for statutory limits required by law in California, and employer's liability insurance with limits of Five Hundred Thousand Dollars (\$500,000) each accident; Five Hundred Thousand Dollars (\$500,000) disease - policy limit; and Five Hundred Thousand Dollars (\$500,000) each employee, and in a form satisfactory to Landlord.

d. **Other Insurance.** Any other form or forms of insurance as Landlord or mortgagees of Landlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant would protect itself.

e. **Waiver of Subrogation.** Tenant and Landlord hereby waive and release each other of and from any and all rights of recovery, claims, actions, or causes of action against each other, including their respective employees, officers, directors, subsidiaries, affiliates, agents, or representatives to the extent covered by the insurance carried hereunder. The Insurance policies must be endorsed to reflect the insurer's acceptance of this waiver of subrogation. The waiver of subrogation applies whether or not there are any deductibles or self- insured retentions and in the absence of any insurance.

f. **Ratings, Certificates.** All policies shall be taken out with insurers licensed to do business in California with a current Best Rating acceptable to Landlord and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Premises and at least ten (10) days prior to the expiration of the term of each policy thereafter. Such certificates of insurance must specifically show all the special policy conditions required in this Paragraph 9, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord and the mortgagees of Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof.

Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy. With respect to CGL Insurance, Tenant shall name Landlord, its employees, elected officials, board members, officers, agents and volunteers as additional insureds with respect to Tenant's negligence for any claims arising out of Tenant's operations in or upon the Premises. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy. All insurance policies required by this Section 16 must be issued by insurance companies having an "A" rating or better by Standard and Poor's, and if not rated by Standard & Poor's, then a rating of "A" by A.M. Best Company, and (ii) may be satisfied by a primary policy or combination of primary and umbrella policies. The insurance provisions set forth in this Section 16 set forth the minimum amounts and scopes of coverage to be maintained by Landlord and Tenant and are not to be construed in any way as a limitation on each party's liability under this Lease. Tenant may satisfy any or all of the above insurance requirements by use of self-insurance, deductible, and/or a captive insurance company, provided it maintains a minimum net worth of \$50 million. Landlord, as a public entity, may satisfy any of its insurance requirements by use of self-insurance, deductible, captive insurance company or risk pool. The responsibility to fund any financial obligation for self-insurance, the election not to insure, and/or deductibles shall be assumed by, for the account of, and at the sole risk of each party. The application of coverage within this self-insurance, election not to insure, and/or deductible shall be deemed covered in accordance with the policy forms set forth in this Section 16.

17. Destruction of Premises.

a. Destruction Due to Risk Covered by Insurance. If, during the term of this Lease and any renewal term, the Premises or the Building and other improvements in which the Premises are located are totally or partially destroyed from a risk covered by insurance carried by either Tenant or Landlord for the Building, rendering the Premises totally or partially inaccessible or unusable, Landlord shall restore the Premises or the Building, and other improvements in which the Premises are located, to substantially the same condition as they were immediately before destruction if they can be repaired within 270 days from date of destruction. Such destruction shall not terminate this Lease. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party. Provided, however, if the cost of the restoration exceeds the amount of proceeds received from the insurance, or the estimate of time to fully restore the Premises exceeds the lesser of 270 days or the remaining Term of the Lease, Landlord can elect to terminate this Lease by giving notice to Tenant within fifteen (15) days after determining that the restoration cost will exceed the insurance proceeds.

b. Destruction Due to Risk Not Covered by Insurance. If, during the term of this Lease and any renewal term, the Premises or the Building and other improvements in which the Premises are located are totally or partially destroyed by a risk not covered by the insurance, rendering the Premises totally or partially inaccessible or unusable, Landlord can elect to terminate

this Lease by giving notice to Tenant within fifteen (15) days after determining the restoration cost and replacement value.

c. Abatement or Reduction of Rent. In case of destruction, there shall be an abatement or reduction of rent between the date of destruction and the date of substantial completion of restoration based on the extent to which the destruction interferes with Tenant's use of the Premises.

d. Waiver of Civil Code Sections. Tenant waives the provisions of California Civil Code Section 1932(2) and California Civil Code Section 1933(4) with respect to any destruction of the Premises.

18. Default and Landlord's Remedies.

a. Default. The occurrence of any of the following shall constitute a default by Tenant:

(1) Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

(2) Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease and such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10)-day period and thereafter diligently pursues it to completion.

(3) Tenant shall become bankrupt or insolvent or make a transfer in fraud of creditors, or make an assignment for the benefit of creditors, or take or have taken against Tenant any proceedings of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event any such proceedings are involuntary, Tenant is not discharged from the same within thirty (30) days thereafter.

(4) A receiver is appointed for a substantial part of the assets of Tenant, and such receivership is not released within thirty (30) days.

(5) The abandonment of the Premises by Tenant, or the vacation (hereby defined to be ten (10) or more consecutive days of continual absence from the Premises) of the Premises by Tenant.

(6) This Lease or any estate of Tenant hereunder shall be levied upon by any attachment or execution and such levy is not released within thirty (30) days.

Notices given under this section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises.

b. Landlord's Remedies. If any default by Tenant shall occur, and following notice of default as required by this Lease (for the period applicable to the default under the applicable provision of this Lease), Landlord shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Landlord may resort cumulatively or in the alternative.

(1) Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall so elect to terminate this Lease, then Landlord may recover from Tenant:

(a) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

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

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

(e) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

As used in Subparagraphs (a) and (b) above of this section, the "worth at the time of award" is computed by allowing interest at the maximum rate an individual is permitted by law to charge. As used in subparagraph (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(2) In the event of the vacation or abandonment of the Premises by Tenant, or in the event that Landlord shall elect to reenter as provided herein or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then Landlord shall have the remedy specified by Civil Code Section 1951.4, in which Landlord may from time to time recover all rental as it becomes due or relet the Premises or any part thereof for the account of Tenant on such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. In the event that Landlord shall elect so to relet, then rentals received by Landlord from such reletting shall be applied first, to the payment of any indebtedness, other than rent due hereunder, owed by Tenant to Landlord; second, to the payment of any cost (including commissions) of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during

any month, which is applied to the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord upon demand. Tenant shall also pay to Landlord, as soon as ascertained, any and all costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting.

(3) No reentry or taking possession of the Premises by Landlord pursuant to this section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction.

19. Signs. Landlord agrees that Tenant may maintain any existing signs on the building, subject to any CC&Rs and compliance with City's sign ordinance criteria. All other signs, both interior and exterior, shall be subject to Landlord's approval.

20. Parking. Tenant shall have the nonexclusive use, in common with Landlord and Landlord's other tenants, of the parking area owned by Landlord at and around the Premises; provided; however, that no tenant may park in an area designated, identified, and/or reserved for parking by any other tenant or tenants, if any. Should any damages to the Premises, the parking area, and/or the vehicles of Tenant or their invitees/licensees/employees be occasioned by the invitees, licensees, tradesmen, or customers of Tenant, such damage shall be repaired at Tenant's sole cost and expense. It is expressly understood and agreed the Tenant's right to the use of said parking area shall be non-exclusive and subject to the Rules and Regulations, and that Landlord reserves the right to establish and enforce other rules with respect to the use thereof, and Tenant agrees to abide by and conform to the same, as revised from time-to-time.

21. Estoppel Certificate. Tenant shall execute and deliver to Landlord within ten (10) days of request a commercially reasonable estoppel statement. Landlord and Tenant intend that any estoppel statement delivered pursuant to this Section may be relied upon by any mortgagee, beneficiary, purchaser or prospective purchaser of the building or any interest therein and failure to execute and return such estoppel shall be a material breach of the Lease.

22. Eminent Domain. In case the whole of the Premises, or such part thereof that substantially interferes with the reasonable use of the Premises as office space, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, or sold to prevent such taking, either party shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority. Tenant shall not assert any claim against Landlord or the taking authority for any compensation because of such taking and Landlord shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Tenant. In the event the amount of property or the type of estate taken shall not substantially interfere with the reasonable use of the Premises as office space, Landlord shall be entitled to the entire amount of the award without deduction for any estate or interest of Tenant. If there is no substantial interference or if there is substantial interference, but neither party elects to terminate, Landlord shall promptly proceed to restore the Premises to substantially the same condition as the Premises existed prior to such partial taking, to the extent possible by application of the condemnation proceeds only, and a proportionate allowance shall be made to Tenant for the rent corresponding to the time during

which, and to the part of the Premises of which Tenant shall be so deprived on account of such taking and restoration. Nothing contained in this Section shall be deemed to give Landlord any interest in any award made to Tenant for the taking of personal property and fixtures belonging to Tenant. Each party waives the provisions of California Code of Civil Procedure Section 1265.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the premises.

23. Brokers. Tenant and Landlord each represent and warrant to each other that no broker has represented either of them or is otherwise entitled to a commission or fee in connection with the transactions contemplated in this Lease. Each party hereby indemnifies, defends and holds the other party harmless from all loss, cost and expense (including reasonable attorneys' fees) arising out of a breach of its representation set forth in this Paragraph 23. The provisions of this Paragraph 24 shall survive the termination of the Lease. This paragraph 23 is for the benefit of Landlord and Tenant only and is not intended to give any third person any right of subrogation or action over or against any party to this Lease.

24. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.

25. Notices. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Premises and to Landlord at 195 Concourse Blvd., Ste B, Santa Rosa CA 95403, or at such other address as the Landlord shall designate in writing.

26. Waiver; Accord and Satisfaction. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

27. Time is of the Essence. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.

28. Successors and Assigns. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any transfer, assignment or other conveyance or transfers of any such title or tenant, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.



29. Titles and Definitions. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The word "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.

30. Entire Agreement/Amendment. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

31. Choice of Laws; Interpretation. This Lease shall be governed by and construed pursuant to the laws of the State of California. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.

32. Authority. Each of the persons executing this Lease on behalf of Tenant warrants and represents that Tenant is a duly organized and validly existing entity, that Tenant has full right and authority to enter into this Lease and that the persons signing on behalf of Tenant are authorized to do so and have the power to bind Tenant to this Lease. Tenant shall provide Landlord upon request with evidence reasonably satisfactory to Landlord confirming the foregoing representations.

33. No Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, operate as an assignment to it of any or all subleases or subtenancies.

34. Recordation. Tenant shall not record this Lease or a short form memorandum hereof without Landlord's prior written approval.

35. No Third Party Benefit. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.

36. Severability. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

**LANDLORD:**

SONOMA COUNTY WASTE  
MANAGEMENT AGENCY

Dated:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

**TENANT:**

[INSERT LEGAL NAME OF TENANT]

Dated:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

**EXHIBIT A**  
**DEPICTION OF PREMISES**

[ATTACH DEPICTION OF LEASED PREMISES AND DESIGNATING  
AREA TO SERVE AS BREAK/LUNCH ROOM]

## **EXHIBIT B**

### **RULES AND REGULATIONS**

1. These Rules and Regulations are referred to in and hereby incorporated into the Commercial Lease attached hereto and all defined terms are set forth therein.

2. Sidewalks, halls, passageways, exits, entrances, elevators, escalators and stairways shall not be obstructed by Tenant or used by Tenant for any purpose (including consumption of tobacco or alcoholic products) other than for entry and exit from the Premises. The halls, passageways, exits, entrances, elevators, if any, and stairways are not for the use of the general public, and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation or interests of the Building and its Tenants and occupants. Neither Tenant nor any employee or invitee of Tenant shall go upon the terraces or roof(s) of the Building, except as authorized by Landlord, and only when accompanied by a Landlord representative or Building engineer.

3. No sign, placard, picture, name, advertisement or notice visible from the exterior of the Premises shall be inscribed, painted, affixed, installed or otherwise displayed by Tenant without the prior written consent of Landlord, and, absent such consent, Landlord shall have the right to remove any such sign, placard, picture, name, advertisement or notice without notice to, and at the expense of, Tenant.

4. (a) Landlord reserves the right to control access to the Building at all times. Tenant shall be responsible for all persons for whom it requests access and shall be liable to Landlord for all acts of such persons.

(b) Landlord shall in no event be liable for damages for error with regard to the admission to, or the exclusion from, the Building of any person.

5. Tenant shall not necessitate any unreasonable labor by reason of Tenant's carelessness in the preservation of good order and cleanliness of the Premises. Landlord shall in no way be liable for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitor or any other employee or any other person.

6. Upon daily departure by Tenant and its employees from the Premises, Tenant shall cause:

(a) the doors of the Premises to be closed and securely locked, and any security system set for night/"alert" mode;

(b) all water faucets and apparatus, heating and air conditioning, and, to the extent practicable, devices using other resources, to be shut off so as to prevent waste or damage.

7. (a) Tenant shall not waste electricity, water or any other resource, or heating or air-conditioning, and shall cooperate fully with Landlord to assure the most effective operation of the Building's heating, ventilating and air-conditioning system.

(b) No heating or air-conditioning unit or other similar apparatus shall be installed or used by Tenant without the prior written consent of Landlord.

8. Tenant shall not alter any lock or access device or install any new or additional lock or access device or any bolt on any door of the Premises without the prior written consent of Landlord. In any event, Tenant shall in each case furnish Landlord with a key for any such lock or device.

9. Tenant shall not make or have made copies of any keys or key cards furnished by Landlord. Tenant, upon termination of its tenancy, shall deliver to Landlord all keys and key cards so furnished. In the event of the loss of any of same, Tenant shall pay Landlord the cost thereof or the cost of changing the subject lock(s) or access device(s) if Landlord shall deem it necessary to make such change.

10. The toilet rooms, toilets, urinals, wash bowls, plumbing fixtures and other apparatus shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind whatsoever shall be thrown therein. Any loss, cost or expense relating to any breakage, stoppage or damage resulting from any violation of this rule shall be borne by Tenant.

11. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material other than limited quantities necessary for the operation or maintenance of office equipment.

12. Tenant shall not use or keep, or permit to be used or kept, in or on the Premises any foul or noxious gas or substance, nor shall any animals or birds be brought to or kept in or on the Premises.

13. No cooking shall be done or permitted by Tenant on the Premises (except that private, noncommercial use by Tenant and its employees of Underwriters' Laboratory approved equipment for the preparation of coffee, tea, hot chocolate and similar beverages, and for the heating of foods, shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state and city laws, codes, ordinances, rules and regulations), nor shall Tenant use or permit any open flames, candles or halogen lamps in the Premises. Any food brought into the Building on week-ends shall be cleaned up and properly disposed of by Tenant. The Premises shall not be used for lodging or sleeping purposes. If any portion of the Premises becomes infested with vermin, Tenant, at its sole cost and expense, shall cause such portion of the Premises to be exterminated by exterminators satisfactory to Landlord.

14. Except with the prior written consent of Landlord, Tenant shall not sell, or permit the sale, of newspapers, magazines, periodicals, theatre tickets, liquor or tobacco or any other goods or merchandise in or on the Premises, nor shall Tenant carry on, or permit any employee or other person to carry on, the business of stenography, typewriting or any similar business in or on the Premises for the service or accommodation of others, nor shall the Premises be used for storage

of merchandise (except for such storage incidental to the permitted use of the Premises) or for manufacturing of any kind or for the business of a public barber shop, beauty parlor or employment bureau, nor shall the Premises be used for any improper, immoral or objectionable purpose. No auction shall be held on the Premises.

15. Tenant shall notify in advance Landlord of any extraordinary demands for electrical power. Tenant shall not overload the electrical system.

16. Landlord shall direct electricians as to where and how telephone, telegraph and electrical wires are to be introduced or installed. No boring or cutting for wires shall be allowed without the prior written consent of Landlord. The location of burglar alarms, telephones, call boxes and other office equipment affixed to the Premises shall be subject to the prior written consent of Landlord.

17. Tenant shall not install any radio or television antenna, loudspeaker or other device on the exterior walls or roof of the Building. Tenant shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.

18. Tenant shall not lay linoleum, tile, carpet or any other floor covering so that same shall be affixed to the floor of the Premises in any manner except as approved in advance in writing by Landlord. Any loss, cost or expense relating to any damage resulting from any violation of this rule or the removal of any floor covering shall be borne by Tenant.

19. (a) Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord shall have the right to prescribe the weight, size and position of all safes, furniture or other heavy equipment brought into the building. Safes or other heavy objects shall, if considered necessary by Landlord, stand over steel bracing or on wood strips of such thickness as determined by Landlord to properly distribute the weight thereof. Landlord shall not be responsible for loss of or damage to any such safes or other heavy objects from any cause, and all damage done to the building by moving or maintaining any of same shall be repaired at the expense of Tenant.

(b) Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the building or to any space therein to such a degree as to be objectionable to Landlord or to other Tenants or occupants of the building shall be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move machines and equipment in or out of the building must be acceptable to Landlord.

(c) If Tenant's Premises are furnished, all furniture shall be provided by or through Landlord, and shall not be removed at any time during the Lease term. Furniture shall not be moved from or between the facilities, office suites or other rooms except by Landlord or its agents.

20. Tenant shall not mark, or drive nails or screw or drill into, the partitions, ceilings or floors of the building, or in any way deface them. No doors or partitions may be removed by Tenant; requests for removal shall be addressed to Landlord.

21. Tenant shall not install, maintain or operate on the Premises any vending machine without the prior written consent of Landlord.

22. There shall not be used in the Building any hand trucks except those equipped with rubber tires and side guards or any other material handling equipment except as approved in advance in writing by Landlord. No other vehicles of any kind shall be brought into, or be kept in or about, the Premises.

23. Tenant shall store all of its trash and garbage within the interior of the office suite. No material shall be placed in trash boxes or receptacles if such material is of such a nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage and without violation of any law or ordinance governing such removal and disposal.

24. Canvassing, soliciting, distribution of handbills or any other written material, and peddling in the Building are prohibited, and Tenant shall cooperate to prevent same. Tenant shall not engage in office-to-office solicitation of business from other tenants or occupants of the Building. No auction, garage sale, car wash, bake sale, public gathering or parties shall be held in the Premises or the parking area without prior consent by Landlord.

25. Landlord shall have the right, exercisable without notice and without liability to Tenant, to change the name and address of the Building.

26. Landlord reserves the right to exclude or to expel from the Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of these Rules and Regulations.

27. Tenant shall comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting the Premises from theft, robbery and pilferage by taking necessary steps including, but not limited to, keeping doors locked and other means of entry to the Premises closed.

29. The following shall apply with respect to the parking Premises of the Building:

(a) Access to areas of such parking Premises determined by Landlord from time to time shall be made available to monthly parkers at all hours.

(b) Automobiles must be parked entirely within the marked stall lines.

(c) Parking is prohibited in areas not striped for parking.

(d) Every parker is required to park and lock his or her vehicle. All responsibility for any loss or damage to such vehicle, or to any personal property therein, is assumed by such parker.

30. The requirements of Tenant shall be attended to only upon application to the office of the Building by an authorized individual. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

Dated: October 16, 2025

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY ("AGENCY") AUTHORIZING  
THE LEASE OF 195 CONCOURSE BLVD. STE A, SANTA ROSA, CA

WHEREAS, the Board approved the purchase of 195 Concourse Blvd., Santa Rosa, CA; and

WHEREAS, 195 CONCOURSE BLVD, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY ("Lessee") would like to enter into a lease agreement for Suite A (approximately 2,000 sq. ft.); and

WHEREAS, the terms of the lease will be for three years at the rate of \$1.95/sq. ft.; and,

WHEREAS, the rent shall increase 3% annually with the option to extend one year; and

WHEREAS, the Board authorizes the Executive Director to execute the lease; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sonoma County Waste Management Agency does hereby authorize the execution of the lease for 195 Concourse Blvd. Ste B, Santa Rosa, CA.

MEMBERS:

-- Cloverdale	-- Cotati	-- County	-- Healdsburg	-- Petaluma
-- Rohnert Park	-- Santa Rosa	-- Sebastopol	-- Sonoma	-- Windsor

AYES: --      NOES: --      ABSENT: --      ABSTAIN: --

SO ORDERED

The within instrument is a correct copy  
of the original on file with this office.

ATTEST:                      DATE: October 16, 2023

\_\_\_\_\_  
Clerk of the Sonoma County Waste Management Agency  
Agency of the State of California in and for the  
County of Sonoma