



*"We Care for Our Residents by Working Together to  
Build a Better Community for Today and Tomorrow."*

**ROHNERT PARK CITY COUNCIL, ROHNERT PARK FINANCING AUTHORITY (RPFA),  
SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT COMMISSION  
SPECIAL MEETING NOTICE AND AGENDA**

**NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING  
will be held on Wednesday, April 20, 2022 at 11:30 a.m.**

**MEETING LOCATION: COUNCIL CHAMBERS  
130 Avram Avenue, Rohnert Park, California**

The Rohnert Park City Council welcomes your attendance, interest and participation at its special meeting scheduled on April 20, 2022 at 11:30 a.m. in Council Chambers. **The use of a mask or facial covering when attending the council meeting is strongly recommended, regardless of vaccination status.**

City Council/RPFA agendas and minutes may be viewed at the City's website: [www.rpcity.org](http://www.rpcity.org).

**PUBLIC COMMENTS:** Provides an opportunity for public comment (limited to three minutes per appearance with a maximum allowance of 30 minutes allotted per comment period, with time limits subject to modification by the City Council in accordance with the adopted City Council Protocols). Please fill out a speaker card prior to speaking.

Members of the public may also provide advanced comments by email at [publiccomment@rpcity.org](mailto:publiccomment@rpcity.org). Comments are requested by 10:00 a.m. on the day of the meeting, but can be emailed until the close of this agenda item. The emails will not be read for the record but will be provided to Council. Please note that all e-mails sent to the City Council are considered to be public records and subject to disclosure under the California Public Records Act.

**PUBLIC HEARINGS:** Council/RPFA may discuss and/or take action on any or all of the items listed on this agenda. If you challenge decisions of the City Council or the Rohnert Park Financing Authority of the City of Rohnert Park in court, you may be limited to raising only those issues you or someone else raised at public hearing(s) described in this agenda, or in written correspondence delivered to the City of Rohnert Park at, or prior to the public hearing(s).

**RIGHT TO APPEAL:** Judicial review of any city administrative decision pursuant to Code of Civil Procedure Section 1094.5 may be had only if a petition is filed with the court no later than the deadlines specified in Section 1094.6 of the California Code of Civil Procedure, which generally limits the time within which the decision may be challenged to the 90th day following the date that the decision becomes final.

SIMULTANEOUS MEETING COMPENSATION DISCLOSURE (Government Code § 54952.3):  
Members of the City Council receive no additional compensation as a result of convening this joint meeting of the City Council and the Rohnert Park Financing Authority.

**1. CITY COUNCIL/RPFA/SUCCESSOR AGENCY JOINT SPECIAL MEETING - CALL TO ORDER/ROLL CALL**

(Giudice \_\_\_\_\_ Hollingsworth-Adams \_\_\_\_\_ Stafford \_\_\_\_\_ Linares \_\_\_\_\_ Elward \_\_\_\_\_)

**2. CONSIDER ADOPTING A RESOLUTION APPROVING AN AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY AND LAULIMA ROHNERT STATION LLC FOR THE PURCHASE OF 6400 STATE FARM DRIVE, INCREASING APPROPRIATIONS FOR FY2021-22, AND ADDING A SENIOR ANALYST POSITION TO THE GENERAL FUND BUDGET (CEQA REVIEW: CONSISTENT WITH ENVIRONMENTAL IMPACT REPORT FOR THE CENTRAL ROHNERT PARK PRIORITY DEVELOPMENT AREA APPROVED BY THE CITY ON MARCH 22, 2016 AND EXEMPT UNDER CEQA GUIDELINES SECTION 15061(B)(3))**

A. Staff Report

B. Public Comments

C. Resolution for Adoption: Resolution 2022-040 Approving an Agreement of Purchase and Sale and Joint Escrow Instructions Between the City and Laulima Rohnert Station LLC, for the Purchase of 6400 State Farm Drive, Increasing Appropriations For FY 2021-22, and Adding a Senior Analyst Position to the FY 2021-22 General Fund Budget

D. Council Motion/Vote

(Giudice \_\_\_\_\_ Hollingsworth-Adams \_\_\_\_\_ Stafford \_\_\_\_\_ Linares \_\_\_\_\_ Elward \_\_\_\_\_)

**3. ADJOURNMENT**

NOTE: Time shown for any particular matter on the agenda is an estimate only. Matters may be considered earlier or later than the time indicated depending on the pace at which the meeting proceeds. If you wish to speak on an item under discussion by the Council which appears on this agenda, please refer to page 1 for more details on submitting a public comment. Any item raised by a member of the public which is not on the agenda and may require Council action shall be automatically referred to staff for investigation and disposition which may include placing on a future agenda. If the item is deemed to be an emergency or the need to take action arose after posting of the agenda within the meaning of Government Code Section 54954.2(b), Council is entitled to discuss the matter to determine if it is an emergency item under said Government Code and may take action thereon.

AGENDA REPORTS & DOCUMENTS: A paper copy of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection at City Hall, 130 Avram Avenue, Rohnert Park, California 94928. Electronic copies of all staff reports and documents subject to disclosure that relate to each item of business referred to on the agenda are available for public inspection on

[https://www.rpcity.org/city\\_hall/city\\_council/meeting\\_central](https://www.rpcity.org/city_hall/city_council/meeting_central). Any writings or documents subject to

disclosure that are provided to all, or a majority of all, of the members of the City Council regarding any item on this agenda after the agenda has been distributed will be made available for inspection at City Hall and on our website at the same time. Any writings or documents subject to disclosure that are provided to the City Council during the meeting will be made available for public inspection during meeting and on our website following the meeting.

AMERICAN DISABILITY ACT ACCOMMODATION: Any member of the public who needs accommodations should email the ADA Coordinator at [vperrault@rpcity.org](mailto:vperrault@rpcity.org) or by calling 707-588-2221. The ADA Coordinator will use their best efforts to provide reasonable accommodations to provide as much accessibility as possible while also maintaining public safety in accordance with the City procedure for resolving reasonable accommodation requests. Information about reasonable accommodations is available on the City website at [https://www.rpcity.org/city\\_hall/departments/human\\_resources/a\\_d\\_a\\_and\\_accessibility\\_resources](https://www.rpcity.org/city_hall/departments/human_resources/a_d_a_and_accessibility_resources).

#### CERTIFICATION OF POSTING OF AGENDA

I, Elizabeth Machado, Deputy City Clerk for the City of Rohnert Park, declare that the foregoing agenda was posted and available for review on April 19, 2022 at Rohnert Park City Hall, 130 Avram Avenue, Rohnert Park, California 94928. The agenda is also available on the City web site at [www.rpcity.org](http://www.rpcity.org). Executed this 19<sup>th</sup> day of April, 2022 at Rohnert Park, California.

*Elizabeth Machado*

Office of the City Clerk



Mission Statement

*“We Care for Our Residents by Working Together to Build a Better Community for Today and Tomorrow.”*

**CITY OF ROHNERT PARK  
CITY COUNCIL AGENDA REPORT**

Meeting Date: April 20, 2022

Department: Administration

Submitted By: Darrin Jenkins, City Manager

Agenda Title: **Consider Adopting a Resolution Approving an Agreement of Purchase and Sale and Joint Escrow Instructions between the City and Lulima Rohnert Station LLC for the Purchase of 6400 State Farm Drive, Increasing Appropriations for FY2021-22, and Adding a Senior Analyst Position to the General Fund Budget (CEQA Review: Consistent with Environmental Impact Report for the Central Rohnert Park Priority Development Area approved by the City on March 22, 2016 and exempt under CEQA Guidelines section 15061(b)(3))**

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**RECOMMENDED ACTION:** Consider adopting a resolution approving an Agreement of Purchase and Sale and Joint Escrow Instructions between the City and Lulima Rohnert Station LLC for the purchase of 6400 State Farm Drive, amending appropriations for Fiscal Year 2021-22, and adding a Senior Analyst position to the General Fund budget.

**BACKGROUND:** The property at 6400 State Farm Drive, owned by Lulima Rohnert Station LLC, is approximately 30 acres located on the southeast corner of Rohnert Park Expressway and State Farm Drive. It is adjacent to the SMART rail station and inside the Downtown Priority Development Area. The property recently became available for purchase. The City made an offer which was accepted by the owner on April 13, 2022. The purchase price is \$12.5 million. The most recent appraisal from August 2021 valued the property at \$20 million if it were developed consistent with the current approvals and entitlements, however, the owner has been unable to develop the property and was willing to sell at \$12.5 million provided there was an expedited closing on the property.

**ANALYSIS:** The property at 6400 State Farm Drive is the site identified to anchor the creation of a more walking friendly downtown area. Once purchased, the City would have control of the layout, look, features, amenities, and timing of the site. A project on the site could move forward independently. The project could include a mix of market rate and affordable housing. It could include a larger plaza. The City could be competitive for state grants to offset some of the development costs.

The current thinking is the City will update the project approvals; construct streets, utilities, and the central plaza; and sell developable lots for the vertical construction. Prior examples of City-owned property being developed include Costco, Cambria Hotel, two apartment complexes, and a fire station on the west side. Two former City Halls, one on Southwest Boulevard and one on Avram Avenue, are now apartments. The former Teen Center on City Center Drive is affordable apartments. A formerly vacant site behind Food Max on Rohnert Park Expressway is affordable apartments.

Prior examples of the City constructing new utilities and roads include Golf Course Drive West to Stony Point Road, Keiser Avenue, various water and sewer projects including increasing capacity to serve the downtown area, and the road to Tank 8.

The City owning the property and taking the lead on developing it will be more resource intensive than processing a private developer's application. For that reason, staff recommends adding a Senior Analyst at this time. Other organizational changes are expected and under evaluation in order to manage the project in a proactive manner.

The proposed Agreement of Purchase and Sale provides for a close of escrow by the end of the month with standard representations and warranties and title review. The City would be purchasing the property in its "as-is" condition given the favorable purchase price and the City's existing knowledge of the site.

**ENVIRONMENTAL ANALYSIS:** City staff has evaluated this purchase and determined it to be consistent with the Priority Development Plan Area Environmental Impact Report (Program EIR) approved by the City Council on March 22, 2016, as any development on the site would be consistent with the approved Plan Area. Under CEQA Guidelines section 15168(c), the City is not required to prepare additional environmental documents when no new environmental effects could occur or no new mitigation measures would be required, and this action is within the scope of the project covered by the program EIR. Further, the purchase is exempt under CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that there is no possibility the purchase may have a significant effect on the environment. This item only authorizes the approval of the purchase of the property, not any development on the site. After the purchase, the City will consider its options and any future development or sale would be subject to additional CEQA review.

**STRATEGIC PLAN AND COUNCIL PRIORITIES ALIGNMENT:** The last six community-wide surveys have asked, "If Rohnert Park could do one thing differently to improve, what would that be?" Construction of a downtown has been one of the top four most common answers to this open-ended question every year. In the 2022 survey it was the second most common response, behind only addressing homelessness. One of the City Council's strategic priorities is 'making progress on the downtown.' Purchasing the property directly supports this priority.

**OPTIONS CONSIDERED:**

1. Purchase the property at 6400 State Farm Drive, increase appropriations to fund the purchase, and add a Senior Analyst to support the development of a downtown.
2. The Council has the option to appropriate different funding sources or to staff the program differently than as recommended.

**FISCAL IMPACT/FUNDING SOURCE:** The fiscal impact of the purchase of 6400 State Farm Drive is the purchase price of \$12.5 million. In addition, managing the development of the site will cost hundreds of thousands in staff time, consultant costs, and attorney fees. A series of future actions will include descriptions of associated fiscal impacts with more details.

Staff is proposing funding this purchase through a combination of existing appropriations in FY21-22 and new ones. These include using budgeted appropriations of \$8 million in the USDP Maintenance Fund and additional proposed appropriations of \$4.5 million in the City's General Fund. Out of the proposed \$4.5 million from the General Fund, \$3 million would be funded from the FY20-21 General

Fund surplus assigned per policy to the City's Retirement Reserve and \$1.5 million from anticipated surplus in the General Fund for FY21-22.

The Senior Analyst position will cost about \$178,000 per year. Assuming a start date of June 1, 2022 the cost in FY2021-22 is expected to be around \$15,000 and can be absorbed in the existing General Fund budget through underspending of budgeted expenditures.

Staff recommends appropriating \$200,000 for the remainder of this year for maintenance of the site and other project implementation costs. Additional appropriation requests will be brought forward as needed.

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**Department Head Approval Date: Not applicable**

**Finance Director Approval Date: 4/14/2022**

**City Attorney Approval Date: 4/18/2022**

**City Manager Approval Date: 4/19/2022**

**Attachments:**

1. Resolution
2. Purchase and Sale Agreement

**RESOLUTION NO. 2022-040**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK APPROVING AN AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY AND LAULIMA ROHNERT STATION LLC, FOR THE PURCHASE OF 6400 STATE FARM DRIVE, INCREASING APPROPRIATIONS FOR FY 2021-22, AND ADDING A SENIOR ANALYST POSITION TO THE FY 2021-22 GENERAL FUND BUDGET**

**WHEREAS**, the City desires to acquire 6400 State Farm Drive (Assessor's Parcel Number 143-051-072); and

**WHEREAS**, an August 2021 appraisal valued the property at \$20 million; and

**WHEREAS**, the City has made an offer to purchase said property for \$12.5 million and the owner has accepted the offer dated April 13, 2022; and

**WHEREAS**, acquisition of the property supports the development of a more walking friendly downtown area in Rohnert Park, including the potential for housing and other uses; and

**WHEREAS**, implementing the development of the site will require additional and staff resources than originally budgeted in Fiscal Year 2021-22; and

**WHEREAS**, as set forth in the staff report, the purchase is consistent with the Priority Development Plan Area Environmental Impact Report (Program EIR) approved by the City Council on March 22, 2016, and exempt under CEQA Guidelines section 15061(b)(3) as it can be seen with certainty that there is no possibility the purchase may have a significant effect on the environment.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby approve and authorize the execution of an Agreement of Purchase and Sale and Joint Escrow Instructions for 6400 State Farm Drive in the substantially the same form attached hereto as Exhibit A subject to modifications as may be approved by the City Attorney and City Manager; and

**BE IT FURTHER RESOLVED** the Finance Director is directed increase appropriations in the General Fund in Fiscal Year 2021-22 by \$4.7 million including \$3 million from the City's Retirement Reserve/PARS Trust; and

**BE IT FURTHER RESOLVED** a Senior Analyst position is added to the Fiscal Year 2021-22 General Fund Budget; and

**BE IT FURTHER RESOLVED** the City Manager and City Attorney are hereby directed and authorized to take other actions necessary to effect the above actions including approving minor amendments or corrections to the purchase and sale agreement and recording a Certificate of Acceptance accepting the property.

**DULY AND REGULARLY ADOPTED** this 20<sup>th</sup> day April, 2022.

**CITY OF ROHNERT PARK**

\_\_\_\_\_  
Jackie Elward, Mayor

ATTEST:

\_\_\_\_\_  
Sylvia Lopez Cuevas, City Clerk

Attachments: Exhibit A

GIUDICE: \_\_\_\_\_ HOLLINGSWORTH-ADAMS: \_\_\_\_\_ STAFFORD: \_\_\_\_\_ LINARES: \_\_\_\_\_ ELWARD: \_\_\_\_\_  
AYES: (    ) NOES: (    ) ABSENT: (    ) ABSTAIN: (    )



**AGREEMENT OF PURCHASE AND SALE  
AND JOINT ESCROW INSTRUCTIONS**

This AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”), dated as of \_\_\_\_\_, 2022 (“**Effective Date**”), is between LAULIMA ROHNERT STATION, LLC, a California limited liability company (“**Seller**”), and THE CITY OF ROHNERT PARK, a California municipal corporation (“**Buyer**”).

R E C I T A L S

A. Seller is the owner of that certain real property located at 6400 State Farm Drive in the City of Rohnert Park, Assessor’s Parcel Number 143-051-072, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Property**”).

B. Buyer desires to purchase the Property for public purposes and has submitted an offer to the Seller, which offer has been accepted.

C. On \_\_\_\_\_, 2022, the City Council of the City of Rohnert Park (“**City Council**”) considered and by Resolution No. \_\_\_\_\_ authorized the purchase of the Property and the execution of this Agreement.

A G R E E M E N T

**ARTICLE I  
PURCHASE AND SALE OF PROPERTY**

**Section 1.1 Incorporation of Recitals.** The recitals set forth above are incorporated herein by this reference.

**Section 1.2 Sale.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, on the terms and conditions set forth herein, the Property together with any and all rights, privileges and easements appurtenant thereto owned by Seller.

**Section 1.3 Purchase Price.** The purchase price for the Property is Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) (“**Purchase Price**”). The Purchase Price shall be paid to Seller at Closing, as defined in Section 6.2(a), in immediately available funds. The Purchase Price was determined based on a prior appraisal and an evaluation of potential uses of the Property.

**Section 1.4 Full and Complete Settlement for Fee Interest.** The total compensation to be paid by Buyer to Seller is in consideration for all of Seller's interest in the Property and any rights or obligations which exist or may arise out of the acquisition of the Property for public purposes, including without limitation, Seller's fee interest in the land and any improvements and fixtures and equipment located thereon, improvements pertaining to the realty (if any), severance damages, relocation assistance, any alleged pre-condemnation or inverse condemnation damages,

loss of business goodwill (if any), costs, interest, attorney's fees, and any claim whatsoever of Seller and Seller's affiliates, parent companies, subsidiaries, successors and assigns; and its and their officers, directors, partners, members, employees, agents and representatives (collectively, "**Seller Parties**") which might arise out of or relate in any respect to the acquisition of the Property by the Buyer.

Seller, on behalf of itself and all Seller's Parties, fully releases and discharges Buyer from all and any manner of rights, demands, liabilities, obligations, claims, or cause of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to compensation for any interest in the Property or any business operations conducted thereon, including, but not limited to, land and improvements, fixtures, furniture, or equipment thereon, goodwill, severance damage, attorneys' fees or any other compensation of any nature whatsoever.

## **ARTICLE II CONDITIONS**

**Section 2.1 Buyer's Conditions Precedent to Conveyance.** Buyer's obligation to purchase the Property is conditioned upon the following:

(a) All of the representations and warranties made by Seller to Buyer pursuant to this Agreement shall be true and correct in all material respects as of the Closing date, as if made on such date, including the representation made in Section 3.1(b) that there is no litigation pending or threatened regarding the Property.

(b) Seller shall have delivered each of the documents described in Section 6.3(a), prior to the Closing date.

(c) Title Company (as defined in Section 4.3) shall have issued an irrevocable and unconditional commitment to issue the Title Policy (as defined in Section 4.4) upon recordation of the Grant Deed (as defined in Section 4.1).

(d) Seller shall not be in material default of any of its obligations under this Agreement following notice and expiration of any applicable cure period.

The conditions precedent to conveyance set forth in this Section 2.1 ("**Buyer's Conditions Precedent to Conveyance**") are solely for the benefit of Buyer and may be waived only by Buyer. No such waiver shall be binding upon Buyer unless made in writing by an authorized representative of Buyer.

**Section 2.2 Seller's Conditions Precedent to Conveyance.** Seller's obligation to sell the Property is conditioned upon the following:

(a) All of the representations and warranties made by Buyer to Seller pursuant to this Agreement shall be true and correct in all material respects as of the Closing date, as if made on such date.

(b) Buyer shall have delivered each of the items described in Section 6.3(b) prior to the Closing date, and shall have performed all of its obligations under this Agreement in accordance with the provisions hereof.

(c) Buyer shall not be in material default of any of its obligations under this Agreement following notice and expiration of any applicable cure period.

The conditions precedent to conveyance set forth in this Section 2.2 (“**Seller’s Conditions Precedent to Conveyance**”) are solely for the benefit of Seller and may be waived only by Seller. No such waiver shall be binding upon Seller unless made in writing by an authorized representative of Seller.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES AND DISCLAIMERS AND RELEASES**

**Section 3.1 Seller Materials.** Within five (5) business days of the Effective Date, Seller shall deliver or make available to Buyer copies of all governmental reports, notices, soils tests, environmental reports, plans, surveys, engineering reports, and any other material documents, information and data relative to the Property that are in Seller’s possession or under Seller’s control, including without limitation all survey, tentative and final maps and draft improvement plans (“**Seller Materials**”). The Seller Materials may be delivered electronically, and any survey, mapping and plan data shall be provided electronically in AutoCAD 2018 file format or earlier versions if available, and consistent with Buyer’s reasonable submittal requirements. In addition, Seller agrees to allow its engineering consultant Carlile Macy to communicate with Buyer and Buyer’s consultants and agents on work completed as of the Effective Date, at Buyer’s cost and expense.

**Section 3.2 Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties.

(a) To the best of Seller’s knowledge, there is no litigation, action, suit, arbitration, claims proceeding or governmental investigation in law or equity pending or, to Seller’s actual knowledge, threatened, with respect to the Property or against Seller which would prevent Seller from performing its obligations hereunder.

(b) To the best of Seller’s knowledge, Seller’s execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any law, or under contract, agreement or order to which Seller is a party or by which it is bound, and Seller has the power and authority to execute and deliver the Agreement to Buyer and to perform the obligations under this Agreement.

(c) To the best of Seller’s knowledge, the governmental reports, notices, soils tests, environmental reports, plans, surveys, engineering reports, and other documents, information and data relative to the Property delivered or made available by Seller to Buyer pursuant to Section 3.1 above, are true and correct copies of the Seller Materials in Seller’s possession or control.

(d) To the best of Seller's knowledge, Seller has not received any notice from any governmental entity or third party of any violation of law or regulation that relates to the Property or of any proceeding which may result in the issuance of such notice and Seller is not aware of any such notice or proceedings, whether pending or threatened.

(e) To the best of Seller's knowledge, no person, except as disclosed by this Agreement or otherwise in writing to Buyer, has any right to possession of the Property. There exist no oral or written leases or rental agreements affecting all or any portion of the Property.

(f) To the actual knowledge of Seller, there are no sums due, owing or unpaid for labor and materials furnished to the Property, which might give rise to a mechanic's or materialman's lien.

(g) Seller warrants herein that to the best of Seller's knowledge all copies of documents furnished to Buyer by Seller or Seller's representatives in connection with this transaction are true, correct and complete copies of the originals.

(h) Except as set forth in the Seller Materials, to the best of Seller's knowledge, Seller has not received notice that any hazardous materials have been released into the environment, or have been deposited, spilled, discharged, placed or disposed of at, on, near or under the Property, in violation of Environmental Laws, and the Property has not been used at any time by any person as a landfill or disposal site for hazardous materials or for garbage, waste or refuse of any kind, and Seller is not aware of any such notice or proceedings, whether pending or threatened. As used herein, "Environmental Laws" means any laws, statutes, ordinances or regulations pertaining to health, industrial hygiene or the environment including, without limitation, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

Each of the representations and warranties of Seller contained in this Section 3.2 is true as of the Effective Date, and prior to Closing, Seller shall notify Buyer of any fact or information which makes a representation or warranty untrue in accordance with Section 3.6 below.

**Section 3.3 Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

(a) Buyer is a California municipal corporation. Buyer has full right, power and lawful authority to undertake all obligations of Buyer as provided herein and the execution, performance and delivery of this Agreement by Buyer has been fully authorized by all requisite company actions on the part of Buyer.

(b) To the best of Buyer's knowledge, Buyer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Buyer is a party or by which it is bound.

(c) There are no actions, suits, material claims, legal proceedings, or any other proceedings affecting the Buyer that would affect Buyer's authority to enter into and undertake all obligations under this Agreement.

Each of the representations and warranties of Buyer contained in this Section 3.3 is true as of the Effective Date, and prior to Closing, Buyer shall notify Seller of any fact or information which makes a representation or warranty untrue in accordance with Section 3.6 below.

**Section 3.4 Survival Period.** The representations and warranties of Seller and Buyer contained herein shall survive for a period of twelve (12) months after the Closing (the “**Survival Period**”). Any claim which Buyer or Seller may have at any time against the other for a breach of any such representation or warranty, whether known or unknown, which is not asserted by written notice to the other within the Survival Period, and as to which a legal action has not been filed within six (6) months after the Survival Period, shall be deemed waived, unless otherwise agreed in writing by the parties.

**Section 3.5 As-Is Conveyance.** BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN “AS IS WITH ALL FAULTS” BASIS, CONDITION AND STATE OF REPAIR, INCLUSIVE OF ALL FAULTS AND DEFECTS, WHETHER KNOWN OR UNKNOWN, AS MAY EXIST AS OF THE CLOSING (“AS IS CONDITION”) AND THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES FROM SELLER OR ANY OF SELLER PARTIES AS TO ANY MATTERS CONCERNING THE PROPERTY.

**Section 3.6 Pre-Closing Knowledge.** If at any time after the execution of this Agreement, either Buyer or Seller becomes actually aware of any fact or information which makes a representation and warranty contained in this Agreement untrue in any material respect, said party shall promptly disclose such fact in writing to the other party hereto. Subject to the terms of the following sentence, if the party making the representation has taken no willful act to cause the representation to become untrue, such party shall not be in default under this Agreement and the sole remedy of the other party shall be to either (i) terminate this Agreement by written notice within ten (10) business days of the date on which the non-breaching party becomes actually aware of such fact (“**Notice Date**”), or (ii) elect to proceed to Closing, in which case the non-breaching party shall be deemed to have waived its rights with respect to any such breach of representation or warranty. Notwithstanding the foregoing, if after the Effective Date and before the Closing, (a) such false representation or warranty shall constitute a condition that such party that made the untrue representation of warranty is capable of curing, and (b) such party notifies the other party in writing by the Notice Date that it intends to cure such false representation or warranty, then the party that made the untrue representation or warranty shall have the right to cure such false representation or warranty prior to Closing and, if such condition is not cured by Closing (or if such party that made the untrue representation or warranty notifies the other party that such condition cannot be cured), then the other party shall have the rights set forth in the preceding sentence related to such untrue representation or warranty. In the event the non-breaching party is allowed pursuant to the terms hereof but fails to deliver the aforesaid termination notice to the breaching party on or before the Notice Date, then the non-breaching party shall conclusively be deemed not to have elected to proceed under clause (ii) of the preceding sentence. Notwithstanding anything to the contrary set forth in this Agreement, Buyer and Seller are prohibited from making any claims against the other party hereto after the Closing with respect to any breaches of the other party’s representations and

warranties contained in this Agreement that the claiming party has actual knowledge of prior to the Closing.

#### **ARTICLE IV CONVEYANCE AND TITLE**

**Section 4.1 Conveyance.** At the Closing, Seller shall convey title to the Property to Buyer by grant deed in a form substantially similar to that attached hereto as Exhibit B (“**Grant Deed**”), free of any possession or right of possession by any person except that of Buyer and subject only to those exceptions approved by Buyer pursuant to Section 4.3 below.

**Section 4.2 Possession and Disposition of Personal Property.** Seller shall, prior to the close of Escrow, remove or otherwise dispose of all personal property located on the Property. Any personal property remaining on the Property after the Closing shall become the property of Buyer and Buyer may dispose of same without liability as it alone sees fit, and Seller shall be liable for the costs of removal which are incurred by the Buyer. Buyer shall not be liable for any loss of or damage to the personal property remaining on the Property, regardless of when loss or damage occurs

**Section 4.3 Review and Approval of Condition of Title.** Buyer and Seller are in receipt of a Preliminary Title Report, Order Number NCS-1122481-CC (“**Title Report**”) for the Property dated March 22, 2022, from First American Title Insurance Company (“**Title Company**”). Immediately after the Effective Date, Buyer shall cause to deliver to Buyer and to Seller an updated Title Report for the Property, together with legible copies of the documents underlying the exceptions set forth in the preliminary title report. Buyer shall have the right to reasonably approve or disapprove all exceptions. Buyer hereby approves the following exceptions which shall be referred to herein as the “**Pre-Approved Exceptions**”: (a) the lien of any non-delinquent property taxes and assessments (which, if any exist, shall be prorated by the Title Company at Closing); and (b) exceptions 4, 5, 6, 7, 8, and 10 listed on the current Title Report. Seller agrees to remove exception 9 on the Title Report, a Deed of Trust, at Closing. Within five (5) business days after receipt of the updated Title Report, Buyer shall give written notice to Seller of Buyer’s approval or disapproval of any of the title exceptions, except the Pre-Approved Exceptions. Buyer’s failure to give written disapproval of the exceptions within such time period shall be deemed Buyer’s disapproval of the exceptions. If Buyer delivers notice of disapproval of any exceptions, Seller shall have the right, but not the obligation, to cause any disapproved exceptions to be removed within five (5) business days after receiving such notice of disapproval or provide assurances satisfactory to Buyer, in its sole discretion, that such exceptions will be removed on or before the Closing. Failure to notify Buyer within such period shall be deemed Seller’s election not to remove the disapproved exceptions. Seller’s election or deemed election not to remove any disapproved exceptions shall constitute a termination of the Agreement, in which case neither party will have any further rights or obligations under this Agreement other than those obligations which survive termination hereof. The Pre-Approved Exceptions and other exceptions to title approved by Buyer as provided herein are hereinafter referred to as the “**Permitted Exceptions.**” Subject to the Seller’s representation and warranty in Section 3.2(m) not to create any new title exceptions following the Effective Date without Buyer’s written approval, if any exceptions other than the Permitted Exceptions are reported by the Title Company after Buyer has approved the condition of title for the Property pursuant to the

foregoing procedures, then any such new exception shall be subject to the same procedures for review and approval set forth above for the Permitted Exceptions.

**Section 4.4 Title Insurance.** Concurrently with recordation of the Grant Deed, the Title Company shall issue to Buyer a CLTA policy of title insurance for the Property (“**Title Policy**”), together with such endorsements as are reasonably requested by Buyer, insuring that Buyer has a valid fee ownership interest in the Property, subject only to the Permitted Exceptions and other encumbrances expressly contemplated by this Agreement to be recorded at Closing. The premium for the Title Policy, plus any additional costs, including the cost of any endorsements requested by Buyer shall be paid by Seller.

## **ARTICLE V BROKERS AND EXPENSES**

**Section 5.1 Broker.** Seller shall pay Jones Lang LaSalle (JLL) (“**Seller’s Broker**”) for its services as Seller’s broker in this transaction. If any person other than Seller’s Broker brings a claim for a commission or finder’s fee based upon any contact, dealings or communication with Buyer or Seller, then the party through whom such person makes his or her claim shall defend the other party (“**Indemnified Party**”) from such claim, and shall indemnify the Indemnified Party and hold the Indemnified Party harmless from any and all costs, damages, claims, liabilities or expenses (including without limitation, reasonable attorneys’ fees and disbursements) incurred by the Indemnified Party in defending against the claim. The provisions of this Section 5.1 shall survive the Closing or other termination of this Agreement.

## **ARTICLE VI CLOSING AND ESCROW**

**Section 6.1 Escrow Instructions.** Within five (5) days of the Effective Date, Agreement, the parties shall open escrow and deposit an executed counterpart of this Agreement with the Title Company at 1850 Mt. Diablo Blvd., Suite 530, Walnut Creek, CA 94596, and this instrument shall serve as the instructions to the Title Company as the escrow holder for consummation of the purchase and sale contemplated hereby. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Title Company to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control.

### **Section 6.2 Closing.**

(a) “Closing” means the consummation of the purchase and sale of the Property as described herein as evidenced by the performance by each party of its obligations hereunder, including the Title Company’s recordation and delivery of the Grant Deed, delivery of the documents as set forth in this Agreement, Title Company’s irrevocable and unconditional commitment to issue the Title Policy upon recordation of the Grant Deed, and the payment of the Purchase Price by Buyer.

(b) The Closing hereunder shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made at the offices of the Title Company

on the date which is within seven (7) days of Buyer's approval of the Title Policy pursuant to Section 4.3, but in no event later than April 29, 2022 ("**Outside Closing Date**"). This Outside Closing Date may be extended to May 20, 2022, by either party, if both parties are working in good faith toward meeting all closing obligations.

(c) Pre-Closing Operation of the Property.

(i) Seller shall maintain the Property until Closing in a manner generally consistent with the manner in which Seller has maintained the Property prior to the date of this Agreement.

(ii) Prior to Closing, Seller will not modify, orally or in writing, any lease, contract, understanding or any other agreements, or create any new leases or other agreements affecting the Property, without Buyer's written approval.

(iii) Seller will convey fee simple title to Buyer subject only to the Permitted Exceptions, as defined in Section 4.3 below. Seller agrees not to create any new title exceptions following the Effective Date unless Buyer's written approval of such new exception(s) is first obtained.

(iv) From and after the Effective Date, and until the Closing or earlier termination of this Agreement, Seller shall not sell, assign or create any right, title or interest whatsoever in or to the Property or create or permit to exist any lien, encumbrance or charge thereon, other than the Permitted Exceptions, without promptly discharging the same prior to Closing.

**Section 6.3 Deposit of Documents.**

(a) At or before the Closing, Seller shall deposit into escrow the following items:

(i) the duly executed and acknowledged Grant Deed conveying the Property to Buyer;

(ii) an executed affidavit pursuant to Section 1445(b)(2) of the Internal Revenue Code, and on which Buyer is entitled to rely, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code; and

(iii) an executed California 593 Certificate.

(b) At or before Closing, Buyer shall deposit into escrow the following items:

(i) a duly executed and acknowledged Certificate of Acceptance in substantially similar form to the form attached to the Grant Deed in Exhibit B;

(ii) an executed Preliminary Change of Ownership Report; and



(iii) funds necessary to close this transaction, including the Purchase Price, adjusted by a credit towards the Purchase Price for Seller costs set forth in Section 6.3(d) below.

(c) Seller and Buyer shall each deposit such other instruments as are reasonably required by the Title Company or otherwise required to close the escrow and consummate the purchase and sale transaction in accordance with the terms hereof. Seller and Buyer hereby designate Title Company as the “Reporting Person” for the transaction pursuant to Section 6045(e) of the Internal Revenue Code and the regulations promulgated thereunder and agree to execute such documentation as is reasonably necessary to effectuate such designation.

(d) Seller shall be solely responsible for paying the following costs associated with the transfer of the Property: (i) the premium for the Title Policy; (ii) all escrow fees and recording charges; (iii) documentary transfer taxes, if required; and (iv) Seller’s customary share of normal prorations and other closing costs. Buyer shall be solely responsible for paying the following costs associated with the transfer of the Property: (i) Buyer’s customary share of normal prorations and closing costs not paid by Seller as set forth above.

(e) Ad valorem taxes and assessments levied, assessed or imposed on the Property for any period prior to the Closing, if any, shall be paid by Seller. Ad valorem taxes and assessments levied, assessed or imposed on the Property for the period after the Closing shall be paid by Buyer.

(f) The provisions of this Section 6.3 shall survive the Closing.

## ARTICLE VII MISCELLANEOUS

**Section 7.1 Notices.** Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered (a) by certified mail, postage prepaid, return receipt requested, or (b) by a commercial overnight courier that guarantees next day delivery and provides a receipt, or (c) by email transmission (with a copy of any default or termination notice) to follow by certified mail, return receipt requested, postage paid or by overnight courier, and such notices shall be addressed as follows:

To Buyer: City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, California 94608-3517  
Attention: City Manager  
Email: [dajenkins@rpcity.org](mailto:dajenkins@rpcity.org)

With a copy to: Burke Williams & Sorensen, LLP  
1901 Harrison Street, 9th Floor  
Oakland, California 94612  
Attention: Michelle Marchetta Kenyon  
Email: [mkenyon@bwslaw.com](mailto:mkenyon@bwslaw.com)

To Seller:                   Laulima Rohnert Station LLC  
                                  1370 Trancas Street #324  
                                  Napa, CA 94558  
                                  Attention: Anne Kensok  
                                  Email: [anne@asheventures.com](mailto:anne@asheventures.com)

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery or refusal to accept delivery by the intended recipient.

**Section 7.2 Assignments; Successors and Assigns.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Subject to the provisions of this Section 7.2, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No assignment shall release the assigning party from its obligations or liabilities hereunder accruing prior to the date of such assignment.

**Section 7.3 Right of Entry.** Seller shall provide Buyer with reasonable access to the Property. In connection with Buyer's access to the Property, Buyer shall (i) maintain commercially reasonable insurance coverage, (ii) indemnify, defend and hold Seller harmless from and against any and all claims, liabilities, and expenses arising out of or resulting from Buyer's exercise of its access rights under this Agreement, and (iii) repair any damage to the Property caused by Buyer, its agents or representatives.

**Section 7.4 Default; Remedies.** The failure by any party to perform any obligation under this Agreement, if the failure has continued for a period of thirty (30) days after the other party demands in writing that the defaulting party cure the failure, shall be deemed a default hereunder. If, however, by its nature the failure cannot be cured within thirty (30) days, the defaulting party may have a longer period as is necessary to cure the failure, in any event not to exceed sixty (60) days, provided, however, such extended cure period shall be conditioned upon the defaulting party promptly commencing to cure within the thirty (30) day period and thereafter diligently completing the cure. Neither party shall be entitled to any monetary damages, and each party hereby waives any and all rights to recover consequential or special damages arising directly or indirectly from a breach of this Agreement by the other party.

**Section 7.5 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its choice of laws rules.

**Section 7.6 Interpretation of Agreement.** Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. The article, section and other headings of this Agreement are for convenience of reference only and shall not be construed to affect the meaning of any provision contained herein. Where the context so requires, the use of the singular shall include the plural and vice versa and the use of the masculine shall include the feminine and the neuter.

The term “person” shall include any individual, partnership, joint venture, corporation, trust, unincorporated association, any other entity and any government or any department or agency thereof, whether acting in an individual, fiduciary or other capacity. The words “include” and “including” shall in all instances be interpreted as though followed by the words “without limitation.”

**Section 7.7 Amendments.** This Agreement may be amended or modified only by a written instrument signed by Buyer and Seller.

**Section 7.8 No Partnership.** The relationship of the parties hereto is solely that of Seller and Buyer with respect to the Property and no joint venture, other partnership or agency relationship exists between the parties hereto. Neither party has any fiduciary relationship hereunder to the other.

**Section 7.9 No Third Party Beneficiary.** The provisions of this Agreement are not intended to benefit any third parties.

**Section 7.10 Limitation of Liability.** Seller acknowledges and agrees that no member, official or employee of Buyer shall be personally liable to Seller, or any successor in interest, in the event of any default or breach by Buyer, or for any amount which may become due to Seller, or its successors, or on any obligations under the terms of this Agreement. Buyer acknowledges and agrees that no member, official or employee of Seller shall be personally liable to Buyer, or any successor in interest, in the event of any default or breach by Seller, or for any amount which may become due to Buyer, or its successors, or on any obligations under the terms of this Agreement.

**Section 7.11 Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, to any extent shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and in no way shall be affected, impaired or invalidated thereby; except that if the court which determines the provision to be invalid also determines such provision to be of such materiality as to make enforcement of the remaining terms inequitable, then this Agreement shall terminate.

**Section 7.12 Waiver of Covenants, Conditions or Remedies.** The waiver by one party of the performance of any covenant, condition or promise under this Agreement shall not invalidate this Agreement, nor shall it be considered a waiver by it of any other covenant, condition or promise under this Agreement. The waiver by either or both parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provision in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

**Section 7.13 Termination.** This Agreement may be terminated: (i) by Buyer, if prior to Closing Buyer’s Conditions Precedent to Conveyance have not been satisfied or waived; (ii)

by Seller, if prior to Closing Seller's Conditions Precedent to Conveyance have not been satisfied or waived; (iii) if Seller does not cure disapproved exceptions as set forth above; (iv) if there is an uncured default, by written notice from the party not in default pursuant to Section 7.4; (v) if there is a failure of an express condition (which is not waived by the party whom the condition benefits) by written notice from the party whom the condition benefits; or (vi) by either party if escrow fails to close by the Outside Closing Date, as may be extended, as set forth in Section 6.2(b). The party wishing to terminate the Agreement must provide the other party with written notice of termination.

**Section 7.14 Cooperation in the Event of Third-Party Legal Challenge.** Seller and Buyer, at no cost to Seller, shall cooperate in the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of this Agreement. This section shall survive expiration or earlier termination of this Agreement for the Survival Period.

**Section 7.15 Time.** Time is of the essence in the performance of each of the parties' respective obligations contained herein.

**Section 7.16 Entire Agreement.** This Agreement, including the Exhibits hereto, contains all representations, warranties and covenants made by Buyer and Seller and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement together with the Exhibits hereto.

**Section 7.17 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument, and transmission of signatures by .pdf shall be deemed original signatures.

**Section 7.18 Exhibits.** All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement.

*[SIGNATURES ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the Effective Date.

**BUYER:**

City of Rohnert Park, a California municipal corporation

By: \_\_\_\_\_  
Darrin Jenkins, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Sylvia Lopez Cuevas, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

**SELLER:**

Laulima Rohnert Station LLC, a California limited liability company

By: Highway 1 Hospitality, LLC  
a California limited liability company  
Its: Manager

By: \_\_\_\_\_  
Name: Anne Kensok  
Its: Manager

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

Real property in the City of Rohnert Park, County of Sonoma, State of California, described as follows:

LOT 2, AS SHOWN UPON THAT CERTAIN PARCEL MAP ENTITLED, "ROHNERT PARK PARCEL MAP NO. 22", FILED FOR RECORD SEPTEMBER 14, 1976 IN BOOK 239 OF MAPS, PAGES 9 AND 10, SONOMA COUNTY RECORDS.

EXCEPTING THEREFROM ALL THAT PORTION AS DESCRIBED IN THE DEED FROM STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY TO THE CITY OF ROHNERT PARK, RECORDED APRIL 21, 1992 AS INSTRUMENT NO. 1992-0046140, SONOMA COUNTY RECORDS.

SAID LEGAL DESCRIPTION IS PURSUANT TO THE CERTIFICATE OF COMPLIANCE-LAND DIVISION RECORDED DECEMBER 1, 2017 AS INSTRUMENT NO. 2017092255, OFFICIAL RECORDS.

APN: 143-051-072-000

**EXHIBIT B**

**FORM OF GRANT DEED**

RECORDING REQUESTED BY  
First American Title Insurance Company

AND WHEN RECORDED MAIL TO:

City of Rohnert Park  
130 Avram Avenue  
Rohnert Park, CA 94928  
Attn: City Clerk's Office

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*(Space Above This Line for Recorder's Use Only)*  
[Exempt from recording fee per Gov. Code § 27383]

**GRANT DEED**

For valuable consideration, the receipt of which is hereby acknowledged,

LAULIMA ROHNERT STATION, LLC, a California limited liability company (“**Grantor**”), hereby grants to CITY OF ROHNERT PARK, a California municipal corporation (“**Grantee**”), all of Grantor’s right, title, and interest in the real property described in Attachment 1 attached hereto and incorporated herein (“**Property**”), together with all structures and improvements situated thereon or affixed or appurtenant thereto.

**GRANTOR:**

Laulima Rohnert Station LLC, a California limited liability company

By: Highway 1 Hospitality, LLC  
a California limited liability company  
Its: Manager

By: \_\_\_\_\_  
Name: Anne Kensok  
Its: Manager

*[notary acknowledgement required]*

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the Grant Deed, dated \_\_\_\_\_, 2022, from LAULIMA ROHNERT STATION LLC, a California limited liability company, to CITY OF ROHNERT PARK, a municipal corporation (“City”), is hereby accepted by the undersigned officer or agent on behalf of the City pursuant to authority conferred by Resolution No \_\_\_\_\_, dated \_\_\_\_\_, and the City consents to recordation thereof by its duly authorized officer.

Date: \_\_\_\_\_, 2022

City:

CITY OF ROHNERT PARK

\_\_\_\_\_  
Darrin Jenkins, City Manager

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss  
County of Sonoma )

On \_\_\_\_\_, 2022, before me, \_\_\_\_\_,  
(Name of Notary)

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
(Notary Signature)



## Item 2 Supplemental

**From:** [REDACTED]  
**To:** [Public Comment](#)  
**Subject:** 6400 State Farm dr  
**Date:** Wednesday, April 20, 2022 10:18:02 AM

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City of Rohnert Park,

I have been a resident of Rohnert Park since 1974, through the years I have seen many changes I was against, Hewlett-Packard (which is a big nothing now) waste of space and an eyesore, Graton Casino another mess and eyesore, K section (as many what you want to call houses pack in a small area which reminds me of a California Ghetto)

Rohnert Park was built in the premise of family, housing, parks, pools, sports, which plenty of shopping for the residents to shop, with plenty of local restaurants and even a movie theater. What was nice about Rohnert park was it's homey feeling. Now when you say your from Rohnert Park I mostly hear oh ya, that's where the Casino is. Real nice representation of our small homey city, with buses and people trampling all over our what used to be a pleasant small city where everyone looked out for each other.

Now you want to make a "downtown" rohnert park for everyone to come and "use" get real. We are tired of our city being run through like a tourist trap. Rohnert park is not a freak show or a side show to be gawked at with 100's or even 1000's of extra cars and people daily. Rohnert park is our home and used to be a close knit family community.

Do not build a Downtown Rohnert Park. If you want to do something with that area, build a park for the residents that we can walk to and enjoy without long waits at traffic lights with more cars and more people which always brings more trouble.

Do something right for a change and get back to making Rohnert Park a beautiful family city like it once was, you remember Rohnert Park the Friendly City? Remember?

You will probably disregard this email as a passing thought and look to Rohnert Park's future with greed, because bigger is always better, right? Yes that was rhetorical, it's not, Rohnert Park is a city built on togetherness and a love for something different, something new, over time our city has lost that idea for something bigger and it hasn't worked. Get back to the basics and do something right for a change, for the people who still love Rohnert Park.

Hope you listen,  
AJ

Sent from my iPhone

**From:** [REDACTED]  
**To:** [Public Comment](#)  
**Subject:** FW: State Farm Property  
**Date:** Wednesday, April 20, 2022 10:16:15 AM  
**Attachments:** [061\\_sm\\_fb\\_781b9f7d-2d9a-41bc-82f7-95d3079ca0dc.png](#)  
[061\\_sm\\_pinterest\\_8edaa585-55fe-421c-a9f0-9432a6f9561e.png](#)  
[061\\_sm\\_insta\\_571378c5-4a19-4357-ba46-57b8d1e0f34b.png](#)  
[061\\_sm\\_fb\\_781b9f7d-2d9a-41bc-82f7-95d3079ca0dc.png](#)  
[061\\_sm\\_pinterest\\_8edaa585-55fe-421c-a9f0-9432a6f9561e.png](#)  
[061\\_sm\\_insta\\_571378c5-4a19-4357-ba46-57b8d1e0f34b.png](#)

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**David Soldavini**

DSD District Manager  
La Tortilla Factory



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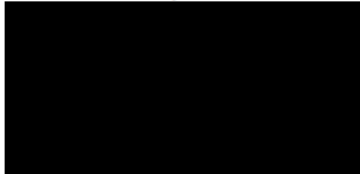
**From:** David Soldavini [REDACTED]  
**Sent:** Wednesday, April 20, 2022 9:52 AM  
**To:** [publiccomments@rpcity.org](mailto:publiccomments@rpcity.org)  
**Subject:** State Farm Property

I'm very glad the city has the finances to be able to purchase the Old State Farm property. I believe it is a good thing that the City and not an outside developer has the final say in this project. This project can now be built to enhance our City.



**David Soldavini**

DSD District Manager  
La Tortilla Factory



**From:** [REDACTED]  
**To:** [Public Comment](#); [Stafford, Pam](#); [Giudice, Gerard](#)  
**Date:** Wednesday, April 20, 2022 9:40:31 AM

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Good afternoon Council Members,

I'm excited to hear that the City is considering purchasing the former State Farm site for future development. I look forward to the day my family and I can patronize the many local businesses that I hope will occupy the commercial spaces. I ask that the Council considers the impact this development will have on traffic as we hopefully become the gateway to Sonoma Wine Country. Additionally, I ask that you consider how the City will keep our future downtown from becoming a panhandling mecca for shopping carts that currently occupy our creeks and parks. We should learn from the errors of our neighbors from the North that spent millions of dollars on revitalizing the Courthouse Square only to see it occupied by shopping carts full of trash and people sleeping on benches intended for families. As a resident I'm extremely excited to see this project completed but I'm also concerned that we have a major homeless problem that may go ignored as resources are refocused to complete this project. The homeless problem continues to spread throughout our community and it's not only confined to Roberts Lane anymore. What will keep the unhoused from taking up residency in front of the commercial businesses in our downtown? What guarantees will new residents of this mixed housing development have that they will not have to walk over sleeping bags or dodge shopping carts full of someone's belongings.

I look forward to this development and my family and I will support it anyway we can:)

Thank you for your time.

Jose Morales

**From:** [REDACTED]  
**To:** [Public Comment](#)  
**Subject:** Purchase  
**Date:** Wednesday, April 20, 2022 8:45:14 AM

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If there is a surplus oh money why is that not being used for re-paving of neighborhood streets ?  
New street lights ?  
Some of our roads are absolutely terrible.  
Are we forgetting about back to back droughts ? Money could go to that.  
We don't need more housing and construction to take more water.  
Fix the city we have.

Sent from my iPhone

**From:** [REDACTED]  
**To:** [Public Comment](#)  
**Subject:** purchase of the State Farm property  
**Date:** Wednesday, April 20, 2022 8:55:09 AM

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I urge you to vote NO on the purchase of the State Farm property in our city.

Though this seems like a way to address the visual and community impact of this empty space, our current budget pressures and economic outlook require that we resist the urge to commit our community finances to new purchases and long-term expenses.

Please look for new ideas to address this issue without the use of city revenues.

Thank you for your time and attention,

Chris Bramham  
M Section  
RP

**From:** [REDACTED]  
**To:** [Public Comment](#)  
**Subject:** State Farm property  
**Date:** Wednesday, April 20, 2022 11:06:14 AM

---

I agree with the purchase and development

Please make sure to include a bicycle pedestrian pathway from the train station through the property to the Daley's shopping center this will allow access to both properties to public transportation.

**From:** [REDACTED]  
**To:** [Public Comment](#)  
**Subject:** Supportive of Purchase...BUT  
**Date:** Wednesday, April 20, 2022 10:01:44 AM  
**Attachments:** [image001.png](#)

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To Whom it May Concerns,

As a longtime resident of Rohnert Park (I have lived here since 1985) I am thrilled with the idea that Rohnert Park can finally start taking steps towards bringing back our family community with the integration of a downtown where families can go, celebrate and spend quality time today. That said, I have seen the deterioration of Rohnert Park over the last number of years and raised my own children by frequenting neighboring communities because that is where the sense of community was available to us. The integration of the casino along with the constant allowance of chain businesses to take over our city has left Rohnert Park with a lot to be desired. I would love to spend more time in my own community and I hope that with this purchase of the property the city will consider the needs of all residents, including those who prefer locally owned and operated dining locations as well as grocery stores that offer a greater selection of organic, locally produced options. Please stop allowing chain restaurants and grocery stores (if we have one more Walmart or Starbucks I might cry). Allow your citizens to shop, dine and enjoy their own community. I am still sad that the City of Rohnert Park could not have done more for a good portion of its citizens to allow a Trader Joes to come into the city instead of yet another Walmart.

Please do better.

Sincerely,

**Leisa Martinez**

Pronouns: She/Her

Sr. Director | Regulatory Affairs

Medtronic

Coronary and Renal Denervation (CRDN)



**Medtronic**

Engineering the extraordinary



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**From:** [REDACTED]  
**To:** [Public Comment](#)  
**Subject:** Today's meetings  
**Date:** Wednesday, April 20, 2022 9:18:06 AM

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Rohnert Park does not need anymore housing. Please stop the building of them and using the excuse low in come housing. When in reality it's a low amount of housing available within the building. Our streets can not take all these cars. Stores are super busy. Streets are super busy. The outer parts of the city aka K Section and by Sally Tomato need a gas station and a grocery store. to take away the congestion from the inner part of the city. What are we going to do in case of an emergency (aka if we have a fire or a fire near by). We will all be trapped due to the population as is and how it's growing. If land is purchased maybe a place where family's can go. We have so many empty store buildings use those for future stores.

Sent from my iPhone