

CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

AND HOUSING AUTHORITY

TUESDAY, NOVEMBER 16, 2021

6:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

WEBSITE: <https://zoom.us/join>

MEETING ID: 835 1678 0096

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM

(URL: <https://www.suisun.com/government/meeting-video/>)

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING

BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6 PM) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 789)

(Next City Council Res. No. 2021 – 114)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 05)

(Next Housing Authority Res. No. HA2021 – 04)

DEPARTMENTS: AREA CODE (707)

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

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

SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

CONFLICT OF INTEREST NOTIFICATION

(Any items on this agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

REPORTS: (Informational items only)

1. City Manager/Executive Director/Staff
2. Multi Jurisdictional SWAT Team Presentation by Solano County Sheriff
3. Analysis of the Surplus Declaration for Lawler in Response to the Comments Received Claiming Said Declaration Is Invalid – (City Attorney).

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

Proclamations Not Presented

4. Proclamation Proclaiming the Month of November 2021 as Native American Heritage Month – (Wilson: lwilson@suisun.com).

CONSENT CALENDAR

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

City Council

5. Council Consideration and possible action to adopt Resolution No. 2021-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through December 16, 2021– (Folsom: gfolson@suisun.com).
6. Council Waive Second Reading and Adoption of Ordinance No. 788: An Ordinance of the City of Suisun City, California, Repealing and Replacing Existing Chapter 8.10 of Title 8 ("Health and Safety") in the Suisun City Municipal Code, with a New Chapter 8.10 Entitled "Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs," to Enact Regulations in Compliance with Senate Bill (SB) 1383 for Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption from the California Environmental Quality Act (Introduced and Reading Waived on November 2, 2021) – (Vue: nvue@suisun.com).
7. Council Adoption of Resolution No. 2021-__: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project – Kearns jkearns@suisun.com).
8. Council Adoption of Resolution No. 2021-__: Council Adoption of Resolution No. 2021-__: Approving the Suisun City Marina Annual Dock Maintenance and Inspection Services and

Authorizing the City Manager to enter into an agreement with Bellingham Marine to Perform the Services– (Lofthus: klofthus@suisun.com).

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

9. Council/Agency/Authority Accept the Investment Report for the Quarter Ending September 30, 2021 – (Deol: ideol@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

10. Council/Agency Joint Resolution No. 2021-___/SA 2021-___: A Joint Resolution of the City Council of City of Suisun City and the Board of Directors of the Successor Agency to the Former Redevelopment Agency of the City Of Suisun City approving the transfer of title for the real property located at 718 main street in Suisun City (APN: 0032-141-130) from the City of Suisun City to the Successor Agency – (Kearns: jkearns@suisun.com).
11. Council/Agency Approval of October 2021 Payroll Warrants in the Amount of \$531,841.32, and Council/Agency Approval of the October 2021 Accounts Payable Warrants in the Amount of \$2,375,279.07 – (Finance).

PUBLIC COMMENTS

(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)

PUBLIC HEARING NONE

GENERAL BUSINESS NONE

REPORTS: (Informational items only)

12. Council Updates
- a. Council/Boardmembers
 - b. Mayor

13. Non-Discussion Items

ADJOURNMENT

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

PLEASE NOTE:

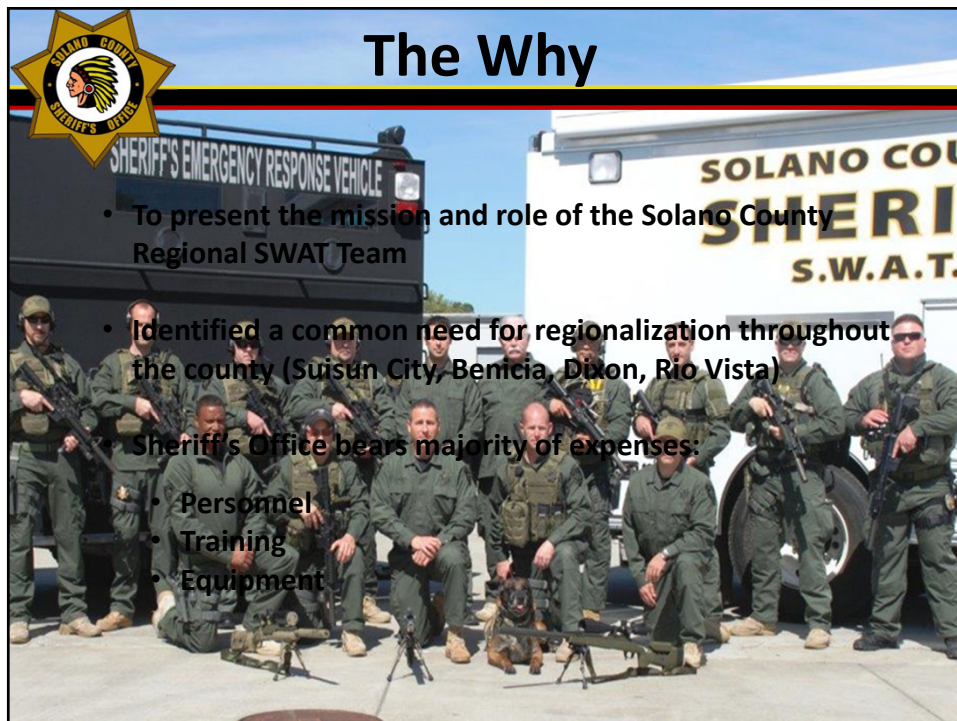
1. The City Council/Agency/Authority hopes to conclude its public business by 10:00 P.M. Ordinarily, no new items will be taken up after the 10:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.

3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:
- Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
 - Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
 - Joe Nelson Center, 611 Village Drive, Suisun City, CA;
 - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of November 16, 2021 was posted and available for review, in compliance with the Brown Act.



1



The Why

- To present the mission and role of the Solano County Regional SWAT Team
- Identified a common need for regionalization throughout the county (Suisun City, Benicia, Dixon, Rio Vista)
- Sheriff's Office bears majority of expenses:
 - Personnel
 - Training
 - Equipment

2



Discussion Overview

- SERT Structure
- What is SWAT?
- Regional SWAT model
- Selection and Training
- Equipment
- Use of Force Law
- Suisun City SWAT events



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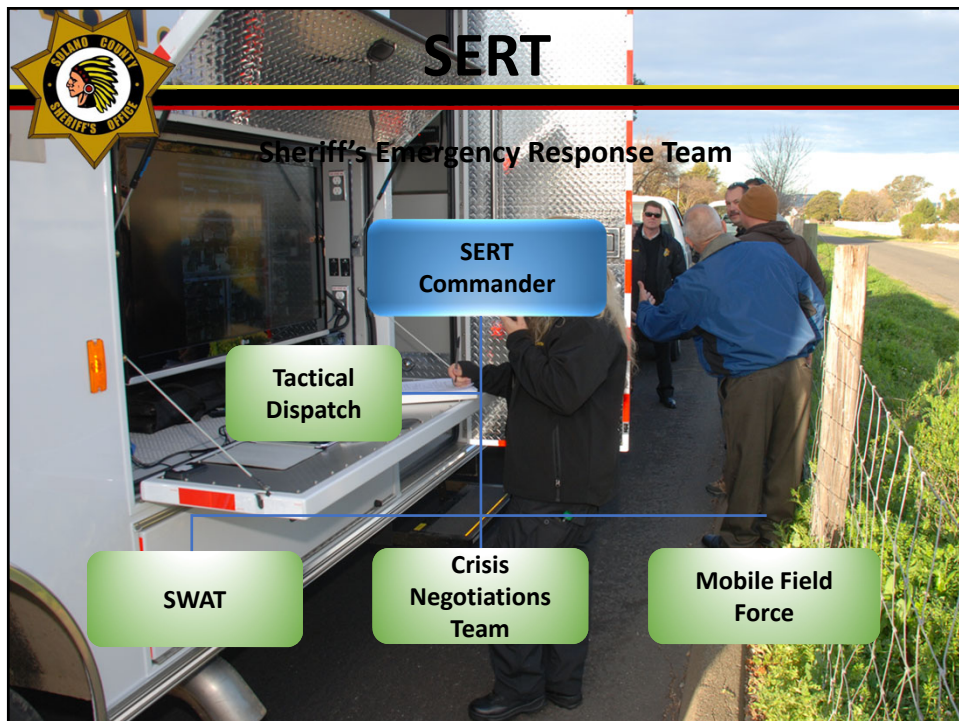
SWAT in the News



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What is SWAT?

- Special Weapons and Tactics (SWAT)
 - Selected, trained, and equipped to work as a coordinated team
 - Resolve incidents that may exceed the capabilities of first responders or investigative units
- Solano County Regional SWAT Team includes participants from across the county:
 - 2011: Consolidated with Suisun City, Dixon, and Rio Vista PDs
 - 2014: Benicia PD joined



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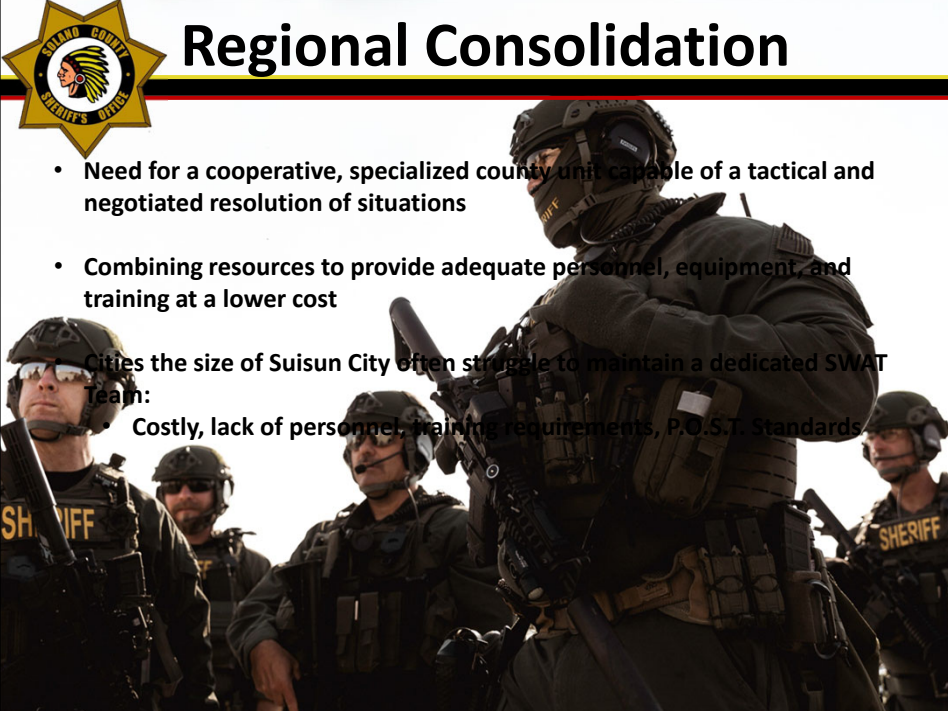


Regional Consolidation

- Need for a cooperative, specialized county unit capable of a tactical and negotiated resolution of situations
- Combining resources to provide adequate personnel, equipment, and training at a lower cost

Cities the size of Suisun City often struggle to maintain a dedicated SWAT Team:

- Costly, lack of personnel, training requirements, P.O.S.T. Standards



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Philosophy of SWAT

- The mission of SWAT is to save lives (P.O.S.T. SWAT Manual, Pg 7)
- The primary focus of SWAT is to provide tactical solutions to high-risk incidents
- Use of SWAT increases the likelihood of de-escalation and safe resolution
- The Solano County Regional SWAT Team supports the Sheriff's and Police Department's missions by:
- Ensuring the citizens of Solano County and their respective cities a safe place to live, work and play



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Duties of SWAT Team

Type of calls the SWAT team responds to, includes but is not limited to:

- Hostage situations
- Barricaded suspects
- Active shooters
- High risk search warrants
- Dignitary or witness protection
- Other situations requiring a high level of tactical intervention



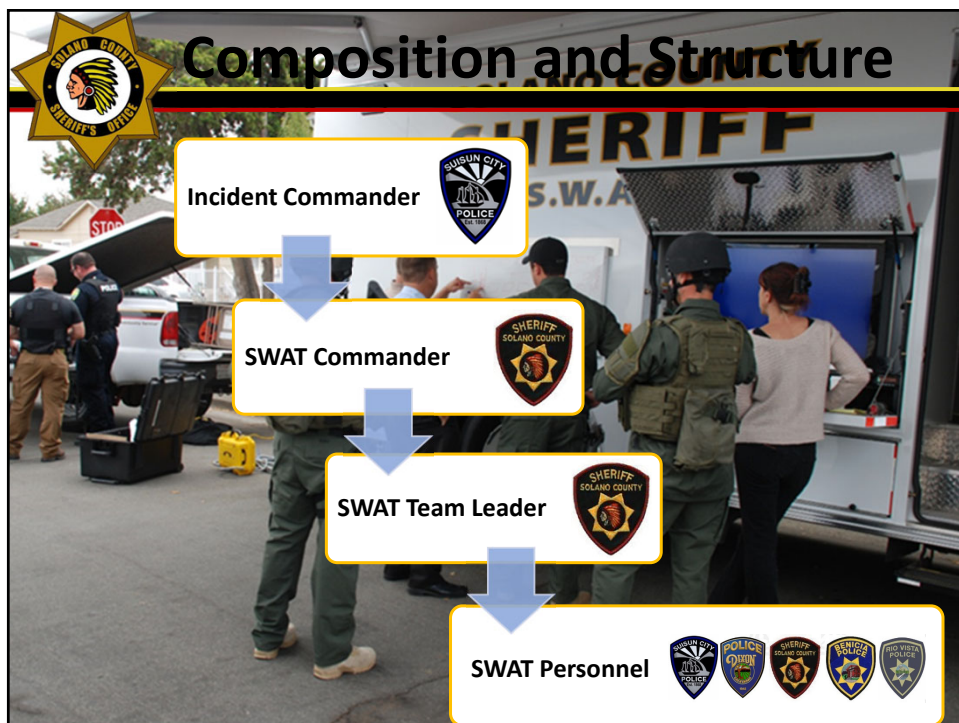
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Composition and Structure

- The SWAT Team is commanded by the SWAT Commander, who holds the rank of Lieutenant
- When activated for an operation, the SWAT Commander reports to the Incident Commander
- The SWAT Commander is subordinate to the Incident Commander only in terms of when and if the tactical option will be initiated. The Incident Commander does not determine tactics.

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Team Requirements


The recruitment consists of three phases:

1. Physical agility test
2. Weapons qualification
3. Oral board

❖ Expected to maintain a higher level of training and proficiency



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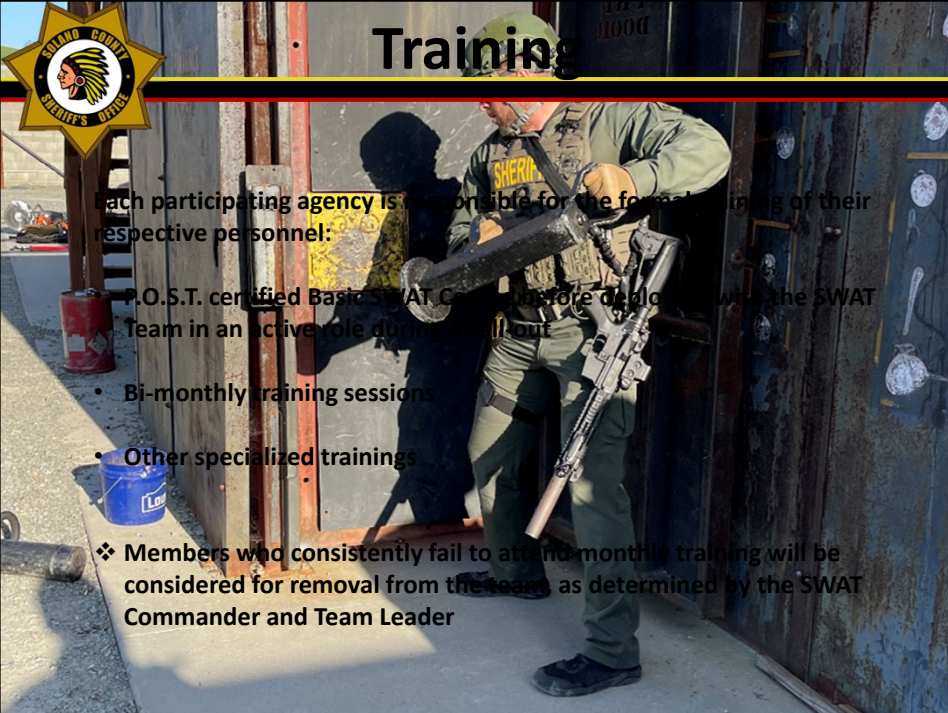


Training

Each participating agency is responsible for the formal training of their respective personnel:

- P.O.S.T. certified Basic SWAT Course before deployment with the SWAT Team in an active role during drill/out
- Bi-monthly training sessions
- Other specialized trainings

❖ Members who consistently fail to attend monthly training will be considered for removal from the team, as determined by the SWAT Commander and Team Leader



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Equipment




- Each participating agency is responsible for providing their members with all the personal tactical equipment necessary to conduct SWAT operations
- The SWAT Team Leader provides a list of required equipment
- Personal Equipment includes:
 - Uniform
 - Helmet
 - Body armor
 - Primary firearm

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Sheriff's Equipment




- Sheriff's Office provides most of the team equipment:
 - Mobile Command Center
 - Equipment / Communications Vehicle
 - BEAR (Ballistic Engineered Armored Response)
 - K-9s (including K-9 training)
 - Unmanned Aerial Systems (sUAS)
 - Less Lethal launchers
 - Ballistic Shields
 - Breaching Equipment
 - Robots
 - Throw phone / communication devices
 - Night vision / Thermal camera
 - Tear gas / flash bangs
 - Rifle Team gear

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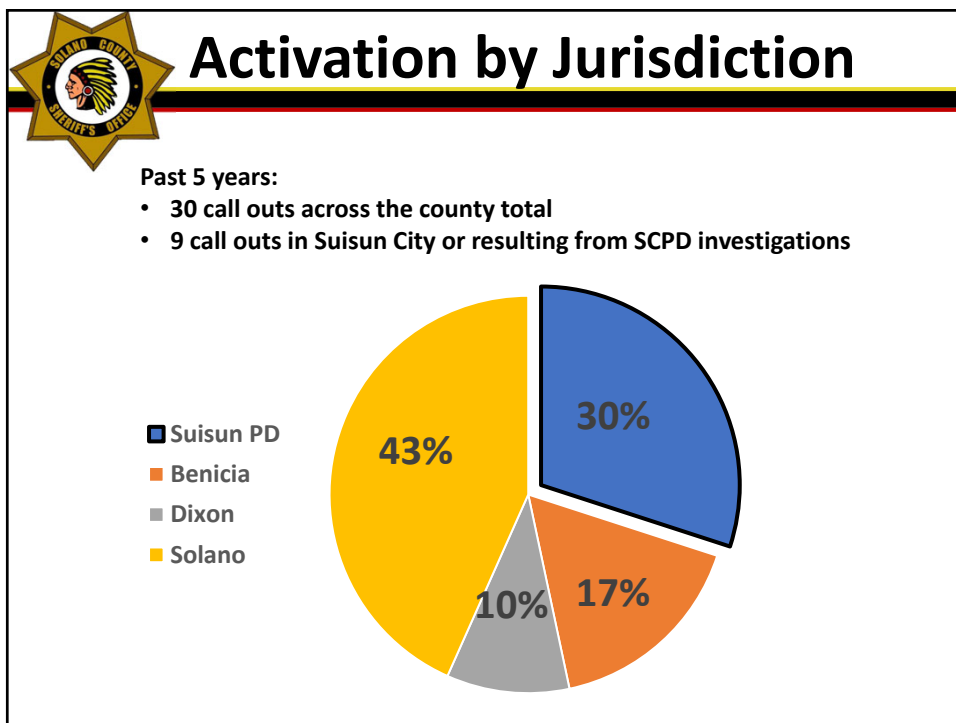


SWAT as a Use of Force

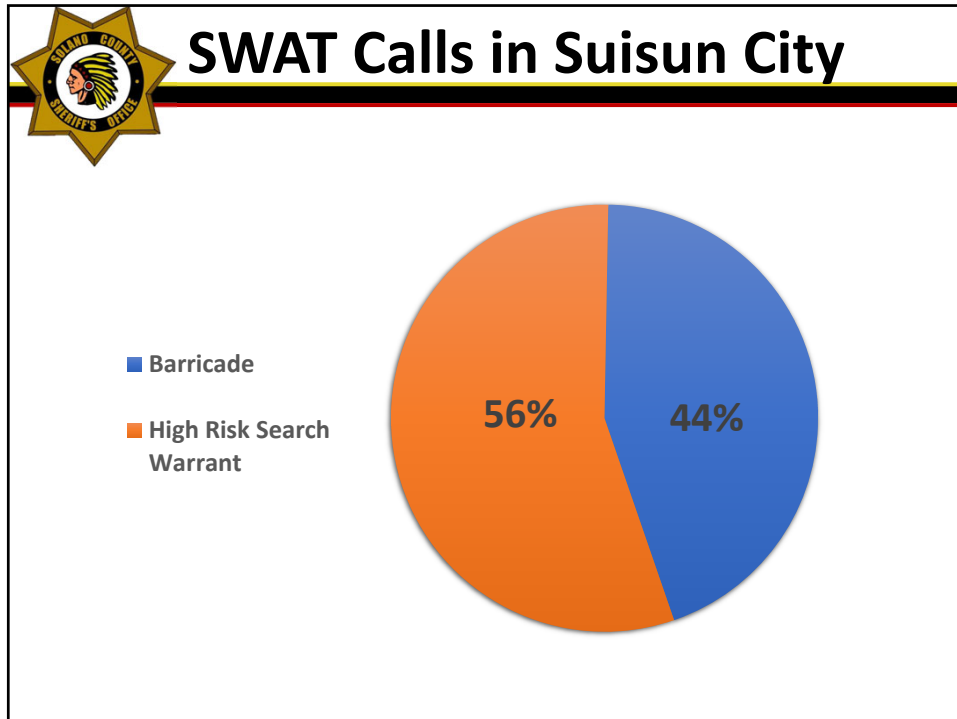


- The use of SWAT teams has been recognized by Federal Courts to be a special type of force, only justified when the police can show due cause and need for the added armor, personnel, and unique techniques that SWAT teams employ.
 - Bailey v. Vinson (5th Cir. 2015)
- A standardized threat assessment process using objective, defensible, and clearly articulated data:
 1. Alleged crime – most cases would be a felony
 2. Potential for violence – documented criminal histories
 3. Suspected or known firearms/weapons available
 4. Number of potential people present at the location
 5. Surveillance, security, or barricades at the location

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AGENDA TRANSMITTAL

MEETING DATE: November 16, 2021

CITY AGENDA ITEM: Analysis of the Surplus Declaration for Lawler in Response to the Comments Received Claiming Said Declaration Is Invalid

FISCAL IMPACT: None

STRATEGIC PLAN: Provide Good Governance

BACKGROUND: On September 7, 2021, the City Council, as the Successor Agency to the Redevelopment Agency of the City of Suisun City (Successor Agency), considered and adopted Resolution No. SA 2021-03 (a copy which is attached hereto), declaring the Lawler House, located at 718 Main Street in the City of Suisun City (APN:0032-141-130) to be surplus property pursuant to the requirements of the Surplus Land Act, and authorizing the issuance of a notice of availability for purchase or lease of the property and finding the disposal of the Lawler house to be exempt from the California Environmental Quality Act (“CEQA”).

Subsequently, the City received two communications challenging the validity of the surplus designation of the Lawler House. The first letter is from a citizen who noted that the Lawler House deed indicates that the title owner of the Lawler House is Suisun City, and not the Successor Agency and, therefore, the determination of the City as the Successor Agency declaring the Lawler House as surplus property is invalid. The second letter is from the Solano County Historical Society, who expressed that the Lawler House is a significant historical resource, and as such, the determination that the designation of the property as surplus is exempt from CEQA requirement is invalid.

STAFF REPORT: The City Attorney’s Office analyzed the claims made in the two complaints and determined the declaration of the Lawler House as surplus is proper and valid, as is the CEQA exempt status of the declaration.

(1) The Lawler House does in fact belong to the Successor Agency and, therefore, the declaration made by the Successor Agency is valid.

On March 8, 2011, the Redevelopment Agency of the City of Suisun City (RDA) transferred the Lawler House to the City of Suisun City for governmental use by that certain grant deed recorded on March 9, 2011 as Instrument No. 201100020717 in the Official Records of the County of Solano, State of California (a copy of which is attached hereto). As of February 1, 2012, the RDA was dissolved by law in accordance with state law and the City Council elected to serve as the Successor Agency.

On June 27, 2014, the Oversight Board of the Successor Agency adopted resolution OB2014-06, approving the transfer of 39 governmental assets from the Successor Agency to the City (a copy of which is attached hereto). On October 16, 2014, the Department of Finance partially approved

PREPARED BY:

REVIEWED AND APPROVED BY:

Elena Gerli, City Attorney
Greg Folsom, City Manager

the resolution but the transfer of the Lawler House was not approved, a copy of the letter is attached hereto.

Subsequently, on February 23, 2017, the Oversight Board of the Successor Agency adopted Resolution No. OB2017-01, approving, among other things, that the Lawler House remain in ownership of the City for governmental purposes based on the 2011 grant deed. The Department of Finance reviewed the Oversight Board action, and again determined that the Lawler House was ineligible for the transfer to the City from the RDA (a copy of the letter is attached hereto). To date, the Lawler House has not been transferred back to the Successor Agency to reflect the proper ownership of the property.

In sum, although in title Suisun City appears as the owner of the Lawler House, the March 9, 2011 transfer was invalid based on the Department of Finance's review of the eligibility of the transfer in 2014 and again in 2017 and, as such, the rightful owner of the Lawler House is the Successor Agency.

Therefore, the approval by the City Council as the Successor Agency declaring the Lawler House as surplus property is proper. The City should transfer title back to the Successor Agency to clean up the title to reflect the legal property ownership of the Lawler House.

(2) A Property's Historic Significance Does Not Affect the Determination of the Property Being Surplus.

The historic value of a property does not affect the determination of the property being designated as surplus. Neither the Surplus Land Act nor any other statute prohibits surplus designation of property with historic value. The only limitation pertaining to historic properties in the Surplus Land Act is provided in Government Code section 54221, which provides that no written notice of the availability of surplus land, determined by the State Office of Historic Preservation to be eligible for the National Register of Historic Places, shall be sent to the entities described in Government Code section 54222(b) for *open-space* purposes, which include (1) any park or recreation department of any city within which the land may be situated, (2) any park or recreation department of the county within which the land is situated, (3) any regional park authority having jurisdiction within the area in which the land is situated, and (4) the State Resources Agency or any agency that may succeed to its powers. It should be noted that even if a property is determined by the State Office of Historic Preservation to be eligible for the National Register of Historic Places, a notice of availability is permitted to be sent to local public entities and private housing sponsors for purpose of low- and moderate- income housing (see Government Code section 54222(a)) and to school district for school facilities construction (see Government Code section 54222(c)).

Accordingly, the Lawler House's historical significance does not affect the requirement for declaring the property surplus.

(3) The Designation and Sale of Property as Surplus Is Exempt From CEQA, but further development may not be.

The surplus declaration and potential sale of the Lawler House is exempt from environmental review under CEQA pursuant to CEQA Guidelines section 15312 (Surplus Government Property Sales). However, if development is proposed on the Lawler House by a subsequent buyer, then that development may be reviewed under CEQA if the property is determined to have historical significance.

In sum, based on the 2017 action by the Department of Finance invalidating the transfer of the Lawler House to the City, the Successor Agency is the legal owner of the property and, therefore, the Successor Agency properly declared the Lawler House as surplus property. This declaration is exempt from CEQA, despite any possible historical significance of the property. In order to clean up title, the City will quitclaim the property back to the Successor Agency, as directed by the Department of Finance.

STAFF RECOMMENDATION: It is recommended that the City Council receive and file this report.

ATTACHMENTS:

1. Successor Agency Resolution No. SA 2021-03
2. Grant Deed for Lawler House dated March 9, 2011
3. Suisun Oversight Board Resolution No. OB2014-06
4. October 16, 2014 DOF letter partially approving Resolution No. OB2014-06.
5. Suisun Oversight Board Resolution No. OB2017-01
6. July 14, 2017 DOF letter partially approving Resolution No. OB2017-01

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RESOLUTION NO. SA 2021-03

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF SUISUN CITY, DECLARING CERTAIN SUCCESSOR AGENCY-OWNED REAL PROPERTY LOCATED AT 718 MAIN STREET IN THE CITY OF SUISUN CITY (APN: 0032-141-130) TO BE SURPLUS AND AUTHORIZING OFFERS OF SAID PROPERTY FOR PURCHASE OR LEASE AND FINDING OF EXEMPTION FROM CEQA

WHEREAS, under the Surplus Land Act, Government Code section 54220 et seq. (the “Act”), surplus real property is defined as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use.”

WHEREAS, the Act requires local agencies to dispose of surplus real properties in the manner proposed therein.

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Suisun City (“**Successor Agency**”), owns certain real property identified as Assessor’s Parcel Number 0032-141-130 consisting of approximately 8,498 square feet, which has been developed with a three (3) story historic professional office building, which is referred to as the Lawler House, and is located at 718 Main Street, in the City of Suisun City, County of Solano, State of California, legally described on Exhibit A (“**Lawler Property**”). There are 10 rentable commercial suites within the building with only two (2) suites currently leased.

WHEREAS, there is no present or contemplated use of the Lawler Property that would preclude the Successor Agency from declaring the Lawler Property as surplus to the needs of the Successor Agency and offering the Lawler Property for sale or lease to pursuant to the Act.

WHEREAS, the Successor Agency does not anticipate using the Lawler Property at any time in the future.

WHEREAS, the Board of the Successor Agency has determined that it is in the best interest of the Successor Agency to sell the Lawler Property.

WHEREAS, the Successor Agency now desires to declare the Lawler Property as surplus and to offer and initiate the sale or lease of the Lawler Property.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Successor Agency to the Redevelopment Agency of the City of Suisun City (“**Successor Agency**”) hereby find, determine and resolve as follows:

Section 1. The recitals above are true and correct.

Section 2. Based on the above recitals, the Successor Agency Board finds and declares the Lawler Property to be surplus, and declares its intention to dispose of the Lawler Property in accordance with Government Code section 54220, et seq and the applicable regulations (“**Act**”).

Section 3. The Successor Agency Board hereby authorizes and directs the Successor Agency’s Executive Director or his designee to offer the Lawler Property for sale or lease pursuant to the Act.

Section 4. The disposal of the Lawler Property is found to be exempt from the California Environmental Quality Act pursuant to California Code of Regulation, Title 14,

1 section 15312 ("CEQA"). The Agency Secretary is directed to file a Notice of Exemption
2 pursuant to CEQA Guidelines section 15062, if applicable.

3 **Section 5.** The Successor Agency's Executive Director or his designee is authorized,
4 jointly and severally, to do all things which he/she may deem necessary or proper to effectuate
5 the purposes of this Resolution. Such actions include, but are not limited to, providing notice
6 of availability, negotiating in good faith in accordance with the requirements of the Act, filing
7 appropriate information with the California Department of Housing and Community
8 Development in accordance with the Act.

9 **Section 6.** This Resolution shall be effective on upon its adoption. The Agency
10 Secretary shall certify to the adoption of this Resolution.

11 **PASSED APPROVED AND ADOPTED** at a Regular Meeting of said Successor
12 Agency Board of the Redevelopment Agency of the City of Suisun City duly held on Tuesday,
13 the 7th of September 2021, by the following vote:

14 AYES:	Boardmembers:	<u>Hernandez, Hudson, Williams, Chair Wilson</u>
15 NOES:	Boardmembers:	<u>None</u>
16 ABSENT:	Boardmembers:	<u>Day</u>
17 ABSTAIN:	Boardmembers:	<u>None</u>

18 **WITNESS** my hand and the seal of Successor Agency the 7th day of September 2021.


19 
20 Anita Skinner
21 Agency Secretary
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EXHIBIT A
LEGAL DESCRIPTION OF LAWLER HOUSE

That certain real property in the City of Suisun City, County of Solano, State of California
legally described as follows:

Parcel One:

Lot 8, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67 of Maps, at
Page 72, Solano County Records.

Parcel Two:

A non-exclusive easement for public access, parking and public service appurtenant to Parcel One above,
over and across Lot B, as shown on the Map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67
of Maps, Page 72, Solano County Records.

APN: 0032-141-130

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GRANT DEED TO CITY

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Attn: City Manager

Recorded in Official Records, Solano County

Marc C. Tonnesen
Assessor/Recorder

3/09/2011
9:14 AM
AR49
06

P CITY OF SUISUN

Doc#: 201100020717

Titles: 1 Pages: 6



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the SUISUN CITY REDEVELOPMENT AGENCY, a public body corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CITY OF SUISUN CITY, herein called "Grantee," the real property referred to as Assessor's Parcel No.0032-141-130, hereinafter referred to as the "Site," in the City of Suisun City, County of Solano, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. **Non-Discrimination.**

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.

2. **Form of Nondiscrimination Clauses in Agreements.**

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) **Contracts:** In contracts the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."


3. Covenants to Run With the Land.

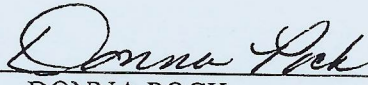
The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the date first above written.

"GRANTOR"

SUISUN CITY REDEVELOPMENT AGENCY
a public body, corporate and politic

By: 
SUZANNE BRAGDON
Executive Director

Attested
By: 
DONNA POCK
Deputy Agency Secretary

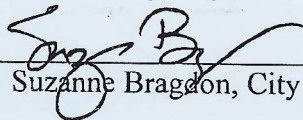
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about March 8, 2011, from the Redevelopment Agency of the City of Suisun City to the City of Suisun is hereby accepted by the undersigned officer on behalf of the City of Suisun pursuant to authority conferred by the City Council of the City of Suisun pursuant to the Agreement For The Transfer Of Certain Properties Owned By The Redevelopment Agency Of The City Of Suisun City To The City Of Suisun City And The Housing Authority Of the City of Suisun City to Act and the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to the California Community Redevelopment Law approved on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

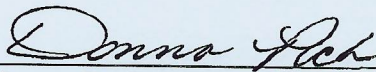
Dated: March 8, 2011

GRANTEE:

CITY OF SUISUN CITY

By: 
Suzanne Bragdon, City Manager

ATTEST:


Donna Pock, Deputy City Clerk

ACKNOWLEDGMENT

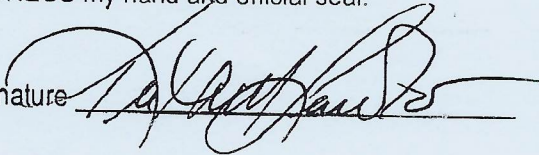
STATE OF CALIFORNIA)
)
COUNTY OF SOLANO)

On March 8, 2011, before me, Kathy M. Lawton, a Notary Public, personally appeared Suzanne Bragdon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)

ATTACHMENT NO. 1
LEGAL DESCRIPTION OF THE SITE

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF SUISUN CITY, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOT 8, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC ACCESS, PARKING AND PUBLIC SERVICE APPURTENANT TO PARCEL ONE ABOVE, OVER AND ACROSS LOT B, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

APN: 0032-141-130

**END OF
DOCUMENT**

RESOLUTION NO. OB 2014-06

**A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY
RATIFYING THE TRANSFER OF GOVERNMENTAL PURPOSE ASSETS TO THE
CITY OF SUISUN CITY**

WHEREAS, the California State Legislature enacted Assembly Bill 1X26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, pursuant to Health and Safety Code Section 34173, the City Council of the City of Suisun City (the "City Council") declared that the City of Suisun City (the "City") would act as successor agency (the "Successor Agency") for the dissolved Redevelopment Agency of the City of Suisun City (the "Dissolved RDA") effective February 1, 2012; and

WHEREAS, pursuant to AB 1484 ("AB 1484"), enacted June 27, 2012, to amend various provisions of the Dissolution Act, the Successor Agency is now declared to be a separate legal entity from the City; and

WHEREAS, the Dissolution Act provides for the appointment of an oversight board (the "Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

WHEREAS, Health and Safety Code Section 34181(a) provides the Oversight Board may direct the Successor Agency to transfer ownership of an asset that was constructed and used for a governmental purpose to the appropriate jurisdiction; and

WHEREAS, Health and Safety Code Sections 34191.3 and 34191.5 suspended the requirements of Section 34181(a) pending the preparation of a long range property management plan pursuant to Section 34191.5, except for transfers of property for a governmental use; and

1 **WHEREAS**, prior to and following enactment of the Dissolution Act the former
2 Redevelopment Agency transferred various assets to the City of Suisun City that were
3 constructed and used for a governmental purpose; and

4 **WHEREAS**, the State Controller conducted its Asset Transfer Review under the
5 Dissolution Act, and released its report dated February 2014, which concluded the
6 governmental purpose assets were not properly transferred to the appropriate public
7 jurisdiction; and

8 **WHEREAS**, the State Controller has indicated a resolution of the Oversight Board
9 ratifying the Governmental Purpose Asset Transfers and subsequent review and approval by
10 the DOF would correct the related findings noted in the State Controllers Asset Transfer
11 Review; and

12 **WHEREAS**, the assets identified on Exhibit A (the "Governmental Purpose Assets")
13 attached hereto were found by the Oversight Board to have been constructed for and/or used
14 for a governmental purpose.

15 **NOW, THEREFORE, BE IT RESOLVED** that the above recitals are true and
16 correct.

17 **BE IT FURTHER RESOLVED**, the Oversight Board hereby ratifies the transfer of
18 the Governmental Purpose Assets identified in Exhibit A, attached hereto, to the City of
19 Suisun City.

20 **BE IT FURTHER RESOLVED**, that the Oversight Board authorizes and directs the
21 Successor Agency staff to provide the DOF with written notice and information regarding the
22 action taken by the Oversight Board pursuant to this resolution. Such notice and information
23 shall be provided by electronic means and in a manner of the DOF's choosing.
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PASSED AND ADOPTED at a regular meeting of the Oversight Board to the Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Friday, June 27, 2014, by the following vote:

AYES:	BOARDMEMBERS:	<u>Kearns, Sheldon, Thurston, Sanchez</u>
NOES:	BOARDMEMBERS:	<u>None</u>
ABSENT:	BOARDMEMBERS:	<u>Spering</u>
ABSTAIN:	BOARDMEMBERS:	<u>None</u>

WITNESS my hand and the seal of the City of Suisun City this 27th of June, 2014.

Donna Lock

Donna Pock, CMC
Deputy Secretary

EXHIBIT A
Suisun City Redevelopment Agency
Governmental Purpose Assets

Assets	Description	Value In SCD Review	Governmental Purpose
Capital Assets- Land			
0032-020-240	Train Station	134,118	Public Transit
0032-051-010	Train Station Plaza/Parking	154,820	Public Transit
0032-051-080	Train Station Plaza/Parking	22,353	Public Transit
0032-051-100	Train Station/Parking Lot	28,235	Public Transit
0032-091-030	North-Eastern Waterfront Promenade (Day Park)/Under Water	-	Coastal Access and Public Marina Facilities
0032-091-080	North-Eastern Corner of Sacramento & Main Street Parking/Public Promenade	91,777	Coastal Access and Public Marina Facilities
0032-091-160	East side of Waterfront Public Promenade	10,588	Coastal Access and Public Marina Facilities
0032-091-210	South-Eastern Corner of Driftwood & Main St Parking/Public Promenade	37,647	Coastal Access and Public Marina Facilities
0032-091-230	Sheldon Plaza/Under Water	504,471	Coastal Access and Public Marina Facilities
0032-141-130	Lawler House	539,675	Civic Arts and Culture
0032-141-140	Harbor Theatre	403,798	Civic Arts and Culture
0032-141-160	Courtyard	-	Public Space/Park Area
0032-141-170	Parking lot behind Lawler House	-	Public Parking Lot
0032-141-180	Parking lot in front of Harbor Theatre	-	Public Parking Lot
0032-142-230	Parking lot along Kellogg/Public Promenade	90,588	Public Parking Lot
0032-142-260	Harbor Master/Parking/Public Promenade	112,943	Coastal Access and Public Marina Facilities
0032-142-270	Parking lot in front of Atheon Grill	18,824	Public Parking Lot
0032-142-290	Public Promenade	156,471	Coastal Access and Public Marina Facilities
0032-172-080	Promenade along Delta Cove	45,882	Coastal Access and Public Marina Facilities
0032-172-090	Promenade along Delta Cove	60,000	Coastal Access and Public Marina Facilities
0032-172-220	Gazabo in Delt Cove	9,412	Public Space/Park Area
0032-172-330	Promenade along Delta Cove	5,882	Coastal Access and Public Marina Facilities
0032-172-340	Promenade along Delta Cove	353	Coastal Access and Public Marina Facilities
0032-180-410	South of SID pump station	422,353	Coastal Access and Public Marina Facilities
0032-180-610	South-East of SID pump station	-	Coastal Access and Public Marina Facilities
0032-200-320	Boat Launch Parking/Excess Land	364,706	Coastal Access and Public Marina Facilities
0032-200-330	Cal Marine Building	100,000	Coastal Access and Public Marina Facilities
0032-210-010	Peirce Island	8,176,471	Coastal Access and Public Marina Facilities
0032-230-280	Union Pacific Acquisition	86,851	Public Space/Park Area
0032-471-030	Harbor Park	7,059	Public Space/Park Area
0032-472-170	Park in Harbor Park	158,424	Public Space/Park Area
0032-473-020	Harbor Park	7,059	Public Space/Park Area
0032-474-080	Harbor Park	94,118	Public Space/Park Area
0032-474-090	Harbor Park	35,294	Public Space/Park Area
0032-474-220	Harbor Park	37,647	Public Space/Park Area
0032-474-230	Harbor Park	10,588	Public Space/Park Area
0032-474-240	Harbor Park	11,765	Public Space/Park Area
0032-051-010	RAIL STATION PLAZA ,0.10 ACRES	183,569	Public Transit
Capital Assets- Buildings/Improvements			
	LAWLER HOUSE REHAB	6,197	Civic Arts and Culture
	BUS SHELTER	6,699	Public Transit
	BUS SHELTER LOT2 & MAIN STREET	6,699	Public Transit
	RAIL STATION	676,432	Public Transit
	RAIL STATION PLATFORM	316,162	Public Transit
	TOWN PLAZA	1,406,725	Public Space/Park Area
	HARBOR THEATRE	1,234,098	Civic Arts and Culture
	MARINA REHAB	6,189,334	Coastal Access and Public Marina Facilities
	MOBILE OFFICE 28X8	5,227	Coastal Access and Public Marina Facilities
	BOAT LAUNCH DOCKS	315,000	Coastal Access and Public Marina Facilities
	BOAT LAUNCH RESTROOM	89,301	Coastal Access and Public Marina Facilities
	RECREATION COMMUNITY CENTER	3,867,184	Rec/Community Center
	DELTA COVE PROMENADE	176,000	Coastal Access and Public Marina Facilities
	TWO GAZEBOs	17,600	Coastal Access and Public Marina Facilities
	LIGHTHOUSE CONSTRUCTION	679,770	Coastal Access and Public Marina Facilities
	ADAM'S MARINE BLDG-1240 KELLOGG	638,295	Coastal Access and Public Marina Facilities
	Sheldon Plaza	1,046,558	Coastal Access and Public Marina Facilities
	PUBLIC ART-TREE SCULPTURES	(666)	Coastal Access and Public Marina Facilities
	LAWLER HOUSE IMPRVTS	49,373	Civic Arts and Culture
	MAIN ST IMPRVMTS + COURTYARD	3,044,122	Public Space/Park Area
	Marina Downtown	274,172	Coastal Access and Public Marina Facilities
	Marina Downtown	513,007	Coastal Access and Public Marina Facilities
	TOTAL	32,767,445	



EDMUND G. BROWN JR. ■ GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

October 16, 2014

Mr. Jason Garben, Economic Development Director
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Dear Mr. Garben:

Subject: Oversight Board Action Determinations

The City of Suisun City Successor Agency (Agency) notified the California Department of Finance (Finance) of its June 27, 2014 Oversight Board (OB) Resolution on July 2, 2014. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. OB 2014-06 approving the transfer of 39 governmental purpose assets to the City of Suisun City is partially approved. The following properties are not approved for transfer:

Item No.	Assessor's Parcel Number	Description
7	0032-141-160	Courtyard
10	0032-141-130	Lawler House
13	0032-141-170	Lawler House Parking Lot
17	0032-142-270	Athean Grill Parking Lot
24	0032-180-410	South of Solano Irrigation District (SID) pump station
25	0032-180-610	South East of SID pump station
27	0032-200-330	Cal Marine Building

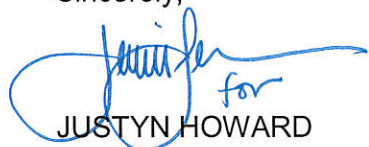
Only properties currently being used for governmental purpose are eligible for transfer. HSC section 34181 (a) lists governmental purpose assets as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings. The listed properties do not qualify as government purpose. All remaining items (Item Nos. 1 through 6, 8 through 9, 11 through 12, 14 through 16, 18 through 23, 26, and 28 through 39) on OB Resolution No. OB 2014-06 are approved as governmental purpose.

In the event the OB desires to amend the portion of the resolution not approved by Finance, Finance is returning it to the board for reconsideration. However, the Agency can move forward with the portion of the resolution approved by Finance.

This is our determination with respect to the OB action taken.

Please direct inquiries to Wendy Griffe, Supervisor, or Jenny DeAngelis, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD

Acting Program Budget Manager

cc: Ms. Suzanne Bragdon, City Manager, City of Suisun City
Ms. Simona Padilla- Scholtens, Auditor Controller, Solano County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State
Controller's Office
California State Controller's Office

RESOLUTION NO. OB 2017-01

**A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO
THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY
RECONSIDERING AND RATIFYING THE TRANSFER OF CERTAIN
GOVERNMENTAL PURPOSE ASSETS TO THE CITY OF SUISUN CITY AND
DIRECTING THE SUCCESSOR AGENCY TO DISPOSE OF CERTAIN ASSETS**

WHEREAS, the California State Legislature enacted Assembly Bill 1X26 (the “Dissolution Act”) to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, pursuant to Health and Safety Code §34173, the City Council of the City of Suisun City (the “City Council”) declared that the City of Suisun City (the “City”) would act as successor agency (the "Successor Agency") for the dissolved Redevelopment Agency of the City of Suisun City (the “Dissolved RDA”) effective February 1, 2012; and

WHEREAS, the Dissolution Act provides for the appointment of an oversight board (the “Oversight Board”) with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code §34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code §34181; and

WHEREAS, prior to and following enactment of the dissolution laws, the former Redevelopment Agency transferred various assets to the City of Suisun City that were constructed and used for a governmental purpose; and

WHEREAS, Health and Safety Code Section 34181 provides the Oversight Board shall “dispose of all assets and properties of the former redevelopment agency; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, parking facilities and lots dedicated solely to public parking, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset...; and

WHEREAS, on June 24, 2014, the Oversight Board adopted a resolution ratifying the Governmental Purpose Asset transfers; and

WHEREAS, the DOF made a determination disallowing the transfer of seven parcels, identified on Exhibit A, attached hereto, and returned to the Oversight Board for reconsideration; and

1 **WHEREAS**, the Oversight Board reconsidered the properties identified in Exhibit A
2 as part of the Long Range Property Management Plan it approved on November 13, 2015; and

3 **WHEREAS**, the Long Range Property Management Plan was never, and will never
4 be approved by the Department of Finance (DOF) due to litigation that prohibited the
5 necessary Finding of Completion from the DOF; and

6 **WHEREAS**, the Successor Agency adopted a resolution requesting the Oversight
7 Board reconsider certain Governmental Purpose determinations and ratify the transfer of the
8 properties identified in Exhibit A; and

9 **WHEREAS**, the City Adopted a resolution authorizing transfer of certain properties
10 back to the Successor Agency identified in Exhibit A for future sale.

11 **NOW, THEREFORE, BE IT RESOLVED** that the Oversight Board to the
12 Successor Agency does resolve as follows:

13 **Section 1.** The Recitals set forth above are true and correct and incorporated
14 herein by reference.

15 **Section 2.** The Oversight Board hereby ratifies the transfer of certain
16 Governmental Purpose Assets identified in Exhibit A, attached hereto.

17 **Section 3.** The Oversight Board hereby directs the Successor Agency to dispose of
18 the three "Future Sale" parcels identified in Exhibit A, attached hereto.

19 **PASSED AND ADOPTED** at a regular meeting of the Oversight Board to the
20 Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on
21 Thursday, February 23, 2017, by the following vote:

22	AYES:	BOARDMEMBERS:	<u>Guynn, Kearns, Sanchez, Spering</u>
23	NOES:	BOARDMEMBERS:	<u>None</u>
24	ABSENT:	BOARDMEMBERS:	<u>Sheldon, Thurston</u>
25	ABSTAIN:	BOARDMEMBERS:	<u>None</u>

26 **WITNESS** my hand and the seal of the City of Suisun City this 23rd of February, 2017.


27
28

Donna Pock
Deputy Secretary

Exhibit A

	APN	Property Description	Direction
1	0032-141-160	Courtyard	Governmental Purpose
2	0032-141-130	Lawler House	Governmental Purpose
3	0032-141-170	East Kellogg Parking Lot	Governmental Purpose
4	0032-142-270	West Kellogg Parking Lot	Governmental Purpose
5	0032-180-410	South Civic Center	Future Sale
6	0032-180-610	South Civic Center	Future Sale
7	0032-200-330	Marine Sales and Service Facility	Future Sale

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EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

July 14, 2017

Mr. Jason Garben, Economic Development Director
Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Dear Mr. Garben:

Subject: Oversight Board Action Determination

The Suisun City Successor Agency (Agency) notified the California Department of Finance (Finance) of its Oversight Board (OB) Resolution on April 6, 2017. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. OB 2017-01, approving the transfer of four governmental purpose assets to Suisun City (City) and approving the sale of three properties, is partially approved. The following table outlines our determinations concerning the disposition of the properties:

Assessor's Parcel Number	Description	Disposition	Determination
0032-141-160	Courtyard	Governmental Purpose	Approved
0032-141-130	Lawler House	Governmental Purpose	Denied
0032-141-170	East Kellogg Parking Lot	Governmental Purpose	Approved
0032-142-270	West Kellogg Parking Lot	Governmental Purpose	Approved
0032-180-410	South Civic Center	Future Sale	Approved
0032-180-610	South Civic Center	Future Sale	Approved
0032-200-330	Marine Sales and Service Facility	Future Sale	Approved

HSC section 34181 (a) (1) gives the OB the authority to direct the Agency to transfer ownership of assets that were constructed and used for governmental purposes to the appropriate public jurisdiction. The Courtyard and East and West Kellogg Parking Lots fit the definition of use for governmental purposes; therefore, these properties are approved for transfer to the City. However, our review of the Lawler House property indicates the second floor is leased to four small businesses. Therefore, the property does not meet the definition of use for governmental purposes pursuant to HSC Section 34181 (a) and is ineligible for transfer to the City.

Our approval of the future sale of three properties is based on our understanding the Agency intends to remit the sales proceeds for these properties to the County Auditor-Controller to be distributed to the affected taxing entities. HSC section 34177 (e) directs agencies to dispose of assets expeditiously and in a manner aimed at maximizing value. Therefore, the Agency is

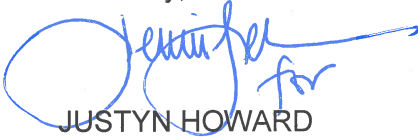
Mr. Jason Garben
July 14, 2017
Page 2

encouraged to obtain appraisals to maximize the property value prior to the disposition of these properties. Further, agreements related to the sale of properties should be approved by the OB.

In the event the OB desires to amend the portion of the resolution not approved by Finance, Finance is returning it to the board for reconsideration. However, the Agency may move forward with the portion of the resolution approved by Finance.

Please direct inquiries to Anna Kyumba, Supervisor, or Daisy Rose, Lead Analyst, at (916) 322-2985.

Sincerely,



JUSTYN HOWARD
Program Budget Manager

cc: Ms. Suzanne Bragdon, City Manager, City of Suisun City
Ms. Simona Padilla-Scholtens, Auditor Controller, Solano County

Office of the Mayor
Suisun City, California

Proclamation



WHEREAS, in 1991, Congress passed a resolution indicating that every November will be proclaimed as "American Indian Heritage Month" recognizing the contributions Native Americans have made in enhancing the freedom, prosperity, and greatness of our nation; and

WHEREAS, there are 574 federally recognized tribes within the US, according to the Bureau of Indian Affairs, and each tribe has its own culture and traditions. Native American customs and traditions must be respected and celebrated as a part of our rich legacy and be protected and preserved; and

WHEREAS, the history of the State of California has been strongly influenced by our Native American Heritage. In Northern California, the native inhabitants were the Patwin, a band of Wintun people comprised of the southern branch of the Wintun group; and

WHEREAS, the "Southern Patwins" lived between what is now the area surrounding Suisun City and by the 1800s were forced into small tribal units throughout the area; and

WHEREAS, November is Native American Heritage Month, and for Indigenous people across the country, it's a chance to share the unique ancestry, traditions, and contributions their communities make today and have made throughout history, as well as to acknowledge the unique challenges faced by Native Americans, historically and in the present

NOW, THEREFORE, I, Lori D. Wilson, Mayor of the City of Suisun City, hereby proclaim the month of November 2021 as

"Native American Heritage Month"

in the City of Suisun City and encourage residents to join me in this worthy observance.

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



Lori D. Wilson, Mayor

ATTEST:



DATE:

November 16, 2021



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AGENDA TRANSMITTAL

MEETING DATE: November 16, 2021

CITY AGENDA ITEM: Consideration and possible action to adopt Resolution No. 2021-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through December 16, 2021.

FISCAL IMPACT: None.

STRATEGIC PLAN: Provide Good Governance

BACKGROUND: A number of laws have changed since the beginning of the COVID pandemic related to the Brown Act as it relates to teleconferenced public meetings, both from Governor Newsom's Executive Orders and recently from the enactment of Assembly Bill 361, which took effect October 1, 2021, allowing continued remote teleconference meetings without traditional Brown Act compliance, provided certain findings can be made related to the ongoing state of emergency and subject to adherence to certain new noticing and public participation requirements.

The City, as all public agencies in California, must now invoke and adhere to AB 361 and its modifications on certain elements of remote public meetings, or else revert to traditional Brown Act compliance. The major change associated with continuing remote meetings under AB 361 is that the public must now be allowed to make comments in real-time during the public comment period, either telephonically or electronically (such as by Zoom). No physical location for public comment need be provided.

The other major change is that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public.

On October 19, 2021 the City of Suisun City passed a resolution proclaiming that a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) *et seq.*, for the initial period of October 19, 2021 through November 18, 2021.

STAFF REPORT: This is a recurring resolution, after 30 days following the initial invocation of AB 361, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active, or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:

PREPARED/APPROVED BY:

Greg Folsom, City Manager

- The state of emergency continues to impact the ability of the members to meet safely in person; or
- State or local officials continue to impose recommended measures to promote social distancing

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2021- ____: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through December 16, 2021.

ATTACHMENTS:

1. Resolution 2021-____ A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through December 16, 2021.

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE TRANSITION TO USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY CITY'S THE LEGISLATIVE BODIES, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) *ET SEQ.*, THROUGH DECEMBER 16, 2021

WHEREAS, the City Council of the City of Suisun City is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on March 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the Suisun City Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-40, ratifying the Director of Emergency Services' declaration of local emergency; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and

1 **WHEREAS**, the Council hereby finds that such emergency conditions now exist in
2 the City, such that meeting in person for the meetings of the legislative bodies of the City
3 would present imminent risk to the health and safety of attendees as a result of the increased
4 risk of the spread of the COVID-19 virus among those in attendance; and

5 **WHEREAS**, the Council hereby finds that the state of emergency due to the COVID-
6 19 virus and the conditions related thereto has caused, and will continue to cause, conditions
7 of extreme peril to the safety of persons within the City that are likely to be beyond the
8 control of services, personnel, equipment, and facilities of the City, and thereby affirms,
9 authorizes, and proclaims that the existence of a local emergency persists throughout the City,
10 and ratifies the proclamation of state of emergency by the Governor of the State of California;
11 and

12 **WHEREAS**, the Council hereby finds that, as a consequence of the existing local
13 emergency, the legislative bodies of the City shall conduct their meetings without compliance
14 with Government Code section 54953(b)(3), and shall instead comply with the remote
15 teleconference meeting requirements as authorized by Government Code section 54953(e) *et*
16 *seq.*; and

17 **WHEREAS**, the Council affirms that it will allow for observation and participation by
18 Councilmembers and the public by allowing limited in-person attendance, as well as allowing
19 public participation and comment in real time via Zoom or by telephone, in an effort to
20 protect the constitutional and statutory rights of all attendees.

21 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY**
22 **FINDS, RESOLVES, AND ORDERS AS FOLLOWS:**

23 Section 1. The Recitals set forth above are true and correct and are incorporated herein
24 Resolution by reference.

25 Section 2. The Council hereby recognizes and affirms the existence and conditions of
26 a state of emergency as proclaimed by the Governor, the existence of emergency conditions in
27 the City, and affirms, authorizes, and proclaims that the existence of a local emergency
28 persists throughout the City.

29 Section 3. The Council hereby ratifies the Governor of the State of California's
30 Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

31 Section 4. Further, the Council finds that holding the meetings of the City's legislative
32 bodies in person with no limitations to attendance would present imminent risk to the health
33 and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus
34 among those in attendance, as required by Government Code section 54953(e) *et seq.*

35 Section 5. The City Manager and legislative bodies of the City are hereby authorized
36 and directed to take all actions necessary to carry out the intent and purpose of this Resolution
37 including, conducting open and public meetings in accordance with Government Code section
38 54953(e) and other applicable provisions of the Brown Act.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 16, 2021, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on November 16, 2021, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

WITNESS my hand and the seal of said City this 16th day of November 2021.

Anita Skinner
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: November 16, 2021

CITY AGENDA ITEM: Council Waive Second Reading and Adoption of Ordinance No. 788:: An Ordinance of the City Council of the City of Suisun City, California, Repealing And Replacing Existing Chapter 8.10 of Title 8 (“Health and Safety”) in the Suisun City Municipal Code, with a New Chapter 8.10 Entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs,” to Enact Regulations in Compliance with Senate Bill (SB) 1383 for the Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption From the California Environmental Quality Act– (Introduced and Reading Waived on November 2, 2021).

FISCAL IMPACT: Senate Bill 1383 (SB 1383) has many unknown costs. Once it is fully implemented it may potentially require additional staffing and administrative costs to the City. It will require that the City’s Franchise Hauler, Republic Services (Hauler), hire additional staff and will also require capital outlays by the Hauler. At this time, an accurate account of additional costs is not known and will be not be known until actual program implementation is undertaken after amending the City’s agreement with the Hauler. SB 1383 implementations costs would most likely be recovered through (i) a refuse and recycling rate adjustment, and/or (ii) the recovery of City-incurred costs through administrative fees to be paid by the City’s Hauler to the City pursuant to the franchise agreement. At some point there will be a fee from the Hauler to address contaminated loads cost. Once all variables are negotiated in the updated Franchise Agreement, staff should start to have a more accurate picture of the costs directly to the City for implementation of this law.

STRATEGIC PLAN IMPACT: Ensure Public Safety. Provide Good Governance. Enhance Environment

BACKGROUND: Senate Bill 1383 (SB 1383), the Short-lived Climate Pollutant Reduction Act of 2016, requires all California jurisdictions to adopt and enforce an ordinance or another enforceable mechanism requiring organic waste be diverted from landfills and recycled. SB 1383 requires a statewide 75% reduction in the volume of organic waste disposal reaching landfills, and also requires increase in edible food recovery by at least 20% by 2025. SB 1383 is the most momentous waste reduction mandate to be adopted in California in the last 30 years, possibly ever. It will require significant behavioral changes by all persons living and working in California.

The bill was enacted to make an impactful improvement in the environment as quickly as possible. The new law reduces greenhouse gas emissions by diverting organic waste from landfills, as the decomposition of such materials emit methane, a greenhouse gas climate pollutant that is 72 times more potent than carbon dioxide. Landfills are the third largest producer of methane and responsible for 21% of the state’s anthropogenic (caused by humans) methane emissions. Fossil fuel production and agriculture are the two largest sources of methane. Decomposing organic waste in landfills emits greenhouse gases—particularly methane—and greenhouse gases are the

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Amanda Dum, Management Analyst
 Nouae Vue, Public Works Director
 Greg Folsom, City Manager

main contributors to global warming. The result is climate change, making our world increasingly hostile: rising temperatures, intensifying drought, more extreme weather events, and a nearly year-round wildfire season.

In accordance with SB 1383, by January 1, 2022, all jurisdictions are required to have a mandatory organic waste disposal reduction ordinance in place. Additionally, the bill mandates that all businesses and residents, as well as multi-family housing, have access to recycling programs that capture food scraps and landscaping debris, among other organic waste items, and divert them from landfills.

CalRecycle representatives have stated that passing the required organic waste recycling ordinance by the implementation deadline of January 1, 2022, would demonstrate the City's intent to comply with the law. The ordinance must be submitted to CalRecycle by April 1, 2022. CalRecycle will expect jurisdictions to focus on compliance monitoring and education in 2022 and 2023 and may start taking enforcement action against non-compliant entities beginning January 1, 2024.

SB 1383 builds on existing Assembly Bill 1826 (AB 1826), which went into effect on April 1, 2016. The AB 1826 program leads into the January 1, 2022 implementation of SB 1383. AB 1826 currently requires any business generating two (2) or more cubic yards of commercial solid waste per week, and multi-family complexes with five or more units, to recycle their organic waste. Under AB 1826, multi-family complexes are only required to recycle landscape debris. In coordination with the City's Hauler, the City continues the expansion of the existing organics program to meet all State of California requirements.

On November 2, 2021, repeal of existing Chapter 8.10 to Title 8 of the Suisun City Municipal Code and its replacement with a New Chapter 8.10 was introduced, the reading was waived, and a public hearing was held.

STAFF REPORT: To meet the SB 1383 deadline of January 1, 2022, the ordinance before you tonight needs to be approved and passed. To that end, staff worked with the City Attorney's Office and the City's franchise waste hauler to make the necessary planning and programmatic changes ahead of the January 1st deadline.

As a reminder, SB 1383 contains seven (7) components that the City must comply with:

- Ordinance Adoption. Adopt an ordinance implementing SB 1383 prior to January 1, 2022.
- Education and Outreach. Conduct annual community outreach and education to residents, schools, businesses, and edible food generators.
- Organics and Recycling Collection. Provide residents and businesses access to organics and recycling collection services.
- Contamination Monitoring. Conduct waste audits of trash, recycling, and organic truck routes to check bins for contamination.

- Procurement Requirements. Beginning January 1, 2022, the City must annually procure a certain quantity of recycled organic waste products including, but not limited to compost, mulch, and renewable natural gas. Additionally, the City is required to only purchase paper products that are post-consumer recycled-content and to track such purchases.
- Edible Food Recovery. Identify edible food recovery generator businesses that are required to implement edible food recovery programs. This shall also include coordination with the County to facilitate capacity planning for food recovery.
- Annual Reporting. Maintain accurate and timely records of SB 1383 compliance for annual reporting to CalRecycle, including the implementation of the Green Building Code and the City's Model Water Efficient Landscape Program.

To accomplish the Ordinance updates required by CalRecycle, the City's existing Section 8.10 of the Municipal Code is being repealed and replaced in its entirety with a new Chapter 8.10. The Public Hearing associated with this item was held on November 2, 2021, and the first reading was passed. It bears emphasis that the City has presented, discussed and negotiated the proposed Ordinance to its Hauler, with very positive cooperation between the Hauler and City, all new Ordinance content is adapted from the Model Mandatory Organic Waste Disposal Reduction Ordinance provided by CalRecycle. The main provisions of the ordinance are as follows:

- 1) Waste haulers are required to provide organic waste diversion services to all residential, multi-family, and commercial customers.
- 2) All city residents—including both single family generators and multi-family generators—and all city businesses are required to participate in the Hauler's organic waste diversion program by properly source separating their discarded materials and placing organic waste in the appropriate receptacle.
- 3) Qualifying commercial edible food generators are required to use a food recovery program for diverting edible food, and food recovery programs are required to keep records as specified by CalRecycle.
- 4) Qualifying private landscape projects that meet a minimum size threshold are required to comply with CalRecycle's Model Water Efficient Landscape Ordinance (MWELo).
- 5) As part of a recovered organic waste product procurement policy, City departments are required to purchase recycled content paper products (if fitness and quality are equal). A more detailed procurement policy will be drafted separately at a later date to include the purchase of other recovered organic waste products such as renewable gas from anaerobic digestion. CalRecycle will notify jurisdictions of their minimum procurement targets, which are linked to population, prior to January 1, 2022.
- 6) The City is authorized to conduct inspections to confirm compliance with this Ordinance by organic waste generators, and regulated entities are required to allow access to the City for inspections (with the exception of residential property interiors). This task may be managed by the City's franchise Hauler via the franchise agreement.

- 7) The City is authorized to issue notices of violation. This cannot be delegated to private entities.

In addition to adopting an organic waste recycling and food recovery Ordinance, SB 1383 requires that the City have ordinances or other enforceable mechanisms in place for the following two programs:

- Compliance with the California Green Building Standards Code, 24 CCR, Part 11 as amended July 1, 2019 and effective January 1, 2020 (“CALGreen SB 1383 Baseline Requirements”). This includes construction and demolition (“C&D”) recycling requirements for Organic Waste commingled with C&D and for provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Code.
- Compliance with a Model Water Efficient Landscaping Ordinance (MWELo). This requires compliance with Sections 492.6(a)(3)(B) (C), (D), and (G) of the Model Water Efficient Landscaping Ordinance (MWELo) as amended September 15, 2015 (“MWELo SB 1383 Baseline Requirements”). MWELo requires new construction and landscaping projects to meet water efficient landscape standards for compost and mulch application. Incorporating organic matter like compost and mulch in landscaping increases water retention and promotes productive plant growth. Compost and mulch also provide many direct and indirect benefits when used in landscaping and as a component of systems and treatments designed for carbon sequestration, erosion control, fire remediation, stormwater management, and other uses.

The MWELo and CalGreen provisions specific to solid waste and recycling programs are reiterated in the proposed Ordinance for clarity and ease of administration and interpretation.

Although staff and the City Attorney’s office have closely followed direct guidance from CalRecycle with respect to the terms and provisions of this Ordinance, the programs enacted by SB 1383 (as implemented through the proposed Ordinance) are so new, complex, and comprehensive that there is some uncertainty as to how the programs will function in actual practice. Once staff and the City’s Hauler have performed actual implementation and work pursuant to the Ordinance, we may discover the need for additional fine-tuning of the Ordinance to accord with actual practice. Thus, the City Council should expect minor Ordinance revisions in the future.

Additionally, there are other SB 1383 jurisdictional requirements not intended to be addressed in the Ordinance, such as certain recordkeeping, contamination monitoring, and outreach and reporting requirements. These other requirements may need to be addressed separately in other policies, program implementation, municipal code, franchise agreements or other planning documents.

CALIFORNIA ENVIRONMENTAL QUALITY ACT: The Ordinance is exempt from the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, as provided for in this Ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, organics, and recyclables, represent actions by a regulatory agency (the City) for the

protection of the environment. Additionally, the proposed ordinance is not a “Project” for the purposes of CEQA as that term is defined in CEQA Guidelines Section 15378.

STAFF RECOMMENDATION: It is recommended that the City Council:

Waive Second Reading and Adoption of Ordinance No. 788:: An Ordinance of the City Council of the City of Suisun City, California, Repealing And Replacing Existing Chapter 8.10 of Title 8 (“Health and Safety”) in the Suisun City Municipal Code, with a New Chapter 8.10 Entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs,” to Enact Regulations in Compliance with Senate Bill (SB) 1383 for the Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption From the California Environmental Quality Act– (Introduced and Reading Waived on November 2, 2021).

ATTACHMENTS:

1. Ordinance No. 788: An Ordinance of the City Council of the City of Suisun City, California, Repealing And Replacing Existing Chapter 8.10 of Title 8 (“Health and Safety”) in the Suisun City Municipal Code, with a New Chapter 8.10 Entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs,” to Enact Regulations in Compliance with Senate Bill (SB) 1383 for the Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption From the California Environmental Quality Act– (Introduced and Reading Waived on November 2, 2021).

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ORDINANCE NO. 788

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, REPEALING AND REPLACING EXISTING CHAPTER 8.10 OF TITLE 8 (“HEALTH AND SAFETY”) IN THE SUISUN CITY MUNICIPAL CODE, WITH A NEW CHAPTER 8.10 ENTITLED “SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION AND RECYCLING PROGRAMS,” TO ENACT REGULATIONS IN COMPLIANCE WITH SENATE BILL (SB) 1383 FOR THE IMPLEMENTATION OF FOOD AND ORGANICS RECYCLING AND RELATED SOLID WASTE AND RECYCLING PROCESSING AND REPORTING; ADOPTION OF AN EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, a city council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 places requirements on businesses and multi-family property owners that generate a specified threshold amount of solid waste to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 requires businesses and multi-family property owners that generate a specified threshold amount of solid waste, recycling, and organic waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert organic waste from businesses subject to the law, and requires cities to implement a mandatory commercial organics recycling program; and

WHEREAS, SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (“CalRecycle”) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (“SB 1383 Regulations”) place requirements on multiple entities including the City of Suisun City, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the SB 1383 Regulations require the City to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations, and to reduce community food insecurity by requiring commercial edible food

generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption; and

WHEREAS, the requirements of AB 341, AB 1826, and the SB 1383 Regulations are now implemented by (i) the complete repeal of existing Chapter 8.10 in Title 8 of the Suisun City Municipal Code, and (ii) its replacement with a new Chapter 8.10 in Title 8 of the Suisun City Municipal Code as such replacement chapter is shown in Exhibit "A" hereto (the "Ordinance"); and

WHEREAS, on November 2, 2021, the City Council of the City of Suisun City held a duly noticed public hearing on the Ordinance, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the above recitals and in the Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in the Ordinance.

SECTION 2. The Ordinance is consistent with the City's General Plan, the Suisun City Municipal Code, and applicable Federal and State laws.

SECTION 3. The Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

SECTION 4. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15061 (b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations, provided for in this Ordinance, will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, organics and recyclables, represent actions by a regulatory agency (the City) for the protection of the environment. Additionally, the proposed ordinance is not a "Project" for the purposes of CEQA as that term is defined in CEQA Guidelines Section 15378.

SECTION 5. Existing Chapter 8.10 in Title 8 of the Suisun City Municipal Code is hereby repealed in its entirety and fully replaced with the Ordinance hereby adopted by the addition of a new Chapter 8.10, "SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION AND RECYCLING PROGRAMS," in Title 8 of the Suisun City Municipal Code to read in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

1 **SECTION 6.** If the provisions in this Ordinance conflict in whole or in part with
2 any other City regulation or ordinance adopted prior to the effective date of this section, the
3 provisions in this Ordinance will control.

4 **SECTION 7.** If any subsection, subdivision, paragraph, sentence, clause or phrase
5 of this Ordinance is for any reason held to be invalid or unconstitutional by a of any court of
6 any competent jurisdiction, such decision shall not affect the validity of the remaining portion
7 of this Ordinance. The City Council hereby declare that it would have passed this Ordinance,
8 and each and every section, subsection, sentence, clause, and phrase thereof not declared
9 invalid or unconstitutional without regard to whether any portion of the ordinance would be
10 subsequently declared invalid or unconstitutional.

11 **SECTION 8.** This Ordinance shall take effect in accordance with the “Effective
12 Date” stated in Section 8.10.170 of *Exhibit “A”*, and the City Clerk shall cause it to be posted
13 and published in the Daily Republic, a newspaper of general circulation, printed, published
14 and circulated in the City in the manner required by law and shall cause a copy of this
15 Ordinance and its certification, together with proof of publication, to be entered in the Book
16 of Ordinances of the City.

17 **SECTION 9.** The City Clerk shall certify as to the passage and adoption of this
18 Ordinance and shall cause the same to be posted at the designated locations in the City of
19 Suisun City.

20 [SIGNATURES ON FOLLOWING PAGE]
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PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council
of the City of Suisun City, California, on this _____ day of _____ 2021.

Lori D. Wilson, Mayor

ATTEST:

Anita Skinner
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City
Council of said City, do hereby certify that the above and foregoing ordinance was introduced
at a regular meeting of the said City Council held on _____, 2021 and passed and
adopted at a regular meeting of said City Council held on _____, 2021, by the
following vote:

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

WITNESS my hand and the seal of said City this _____ day of _____
_____ 2021.

Anita Skinner
City Clerk

EXHIBIT "A"

**CHAPTER 8.10 - SPECIFIC REGULATIONS FOR ORGANIC WASTE DISPOSAL
REDUCTION, RECYCLING, AND SOLID WASTE COLLECTION**

- 8.10.010 - Purpose and Findings.**
- 8.10.020 - Title of Ordinance**
- 8.10.030 - Definitions**
- 8.10.040 - Requirements for Single-Family Generators.**
- 8.10.050 - Requirements for Commercial Businesses.**
- 8.10.060 - Waivers for Generators.**
- 8.10.070 - Requirements for Commercial Edible Food
Generators.**
- 8.10.080 - Requirements for Food Recovery Organizations and
Services.**
- 8.10.090 - Requirements for Haulers and Facility Operators.**
- 8.10.100 - Self-Hauler Requirements.**
- 8.10.110 - Compliance with CALGreen Recycling
Requirements.**
- 8.10.120 - Model Water Efficient Landscaping Ordinance
Requirements (MWELo).**
- 8.10.130 - Procurement Requirements for City Departments,
Direct Service Providers, and Vendors.**
- 8.10.140 - Inspections and Investigations.**
- 8.10.150 - Enforcement**
- 8.10.160 - Coordination and Interpretation in Conjunction
With Related Solid Waste Ordinances.**
- 8.10.170 - Effective Date**

8.10.010 - Purpose and Findings.

The City finds and declares:

A. State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq., as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including Composting) Solid Waste generated in their cities to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

B. State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount

EXHIBIT “A”

of Solid Waste to arrange for recycling services and requires cities to implement a Mandatory Commercial Recycling program.

C. State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a Mandatory Commercial Organics Recycling program.

D. The Short-lived Climate Pollutant Reduction Act of 2016, Senate Bill (“SB”) 1383, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets.

E. SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 Regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption.

8.10.020 - Title of Ordinance.

This Chapter shall be entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling and Solid Waste Collection”.

8.10.030 - Definitions.

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“City” means the City of Suisun City, California, within its jurisdictional boundaries.

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“City Enforcement Official” means the City Manager or his/her authorized designee(s) who is/are partially or wholly responsible for enforcing this Chapter.

“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.

“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined hereinbelow of this Section 8.10.030 or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

“Compliance Review” means a review of records by a City to determine compliance with this Chapter.

“Community Composting” means any activity that Composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Chapter, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for Compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

“C&D” means construction and demolition debris composed of building materials, packaging and rubble resulting from the construction, remodeling, repair or demolition of pavements, houses, Commercial, industrial or agricultural buildings, and other structures.

“Designee” means an entity that a City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14

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CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including without limitation: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that, in City’s or its Designee’s reasonable opinion, would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for collection through the City’s collection programs and the Generator or customer has properly placed the materials for collection pursuant to instructions provided by the City or its Designee for collection services.

“Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

“Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

1. A food bank as defined in Section 113783 of the Health and Safety Code;
2. A nonprofit charitable temporary food facility as defined in Section 113841 of the Health and Safety Code; and

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3. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.

“Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” is Compostable paper material that has come in contact with food or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps, and Food-Soiled Paper.

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste. Per the definition provided in 14 CCR Section 18982(a)(28), the Gray Container may actually be black, or black with a gray lid.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5).

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.

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“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including without limitation a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR Section 17402(a)(11.5); or, as otherwise defined in 14 CCR Section 18982(a)(33).

“Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of City or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

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"Multi-Family Residential Dwelling" or "Multi-Family" means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

"MWELO" refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

"Non-Compostable Paper" includes but is not limited to paper that is coated in a plastic material that will not breakdown in the Composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

"Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):

1. Special district(s) located within the boundaries of the City.
2. Federal facilities, including, without limitation, military installations, located within the boundaries of the City.
3. Prison(s) located within the boundaries of the City, excepting that private prisons are considered Commercial Businesses and do not fall within this definition.
4. Facilities operated by the State park system located within the boundaries of the City.
5. Public universities (including community colleges) located within the boundaries of the City.
6. County fairgrounds located within the boundaries of the City.
7. State agencies located within the boundaries of the City.

"Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

"Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

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“Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

“Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Black Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.

“Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).

“Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

“Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

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“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler” means a person, who hauls Solid Waste, Organic Waste or recyclable material he or she has generated to another person. Self-Hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

1. Hazardous waste, as defined in the State Public Resources Code Section 40141.
2. Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
3. Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the Generator, property owner, property owner’s employee, property manager, or property

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manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing.

“Source Separated Blue Container Organic Waste” means Source Separated Organic Waste that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

“Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

“State” means the State of California.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Supermarket.
2. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
3. Food Service Provider.
4. Food Distributor.
5. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:

1. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

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2. Hotel with an on-site Food Facility and 200 or more rooms.
3. Health facility with an on-site Food Facility and 100 or more beds.
4. Large Venue.
5. Large Event.
6. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
7. A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.

"Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

8.10.040 - Requirements for Single-Family Generators.

Organic Waste Generators shall subscribe to a three container collection service which includes a Blue Container, Green Container and Gray Container, and shall comply with the following requirements, except Single-Family Generators that meet the Self-Hauler requirements in the Suisun City Municipal Code and to the extent permitted by the Code.

A. Shall subscribe to City's Organic Waste collection services for all Organic Waste generated as described in Section 8.10.040(B). City or its Designee shall have the right to review the number and size of a Generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family Generators shall adjust their service level for collection services as requested by the City or its Designee. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

B. Shall participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below, and shall not place Prohibited Container Contaminants in collection containers.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

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8.10.050 - Requirements for Commercial Businesses.

Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:

A. Subscribe to City's three-container collection services and comply with requirements of those services as described below in Section 8.10.050(B), except Commercial Businesses that meet any and all Self-Hauler requirements set forth in this Chapter and Chapter 8.08. City or its Designee shall have the right to review the number and size of a Generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City or its Designee.

B. Except Commercial Businesses that meet the Self-Hauler requirements in this Chapter and Chapter 8.08, participate in the City's Organic Waste collection service(s) by placing designated materials in designated containers as described below.

1. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall not place materials designated for the Gray Container into the Green Container or Blue Container.
2. Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Subsections 3(a) and 3(b) below) for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program, in accordance with Section 8.10.100.
3. Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:
 - a. A body or lid that conforms with the container colors provided through the collection service provided by City, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color

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requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

- b. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
4. Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirements in Subsection 3(b) pursuant to 14 CCR Section 18984.9(b).
5. To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City’s Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses’ instructions to support its compliance with its self-haul program, in accordance with Section 8.10.100.
6. Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for Contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
7. Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
8. Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.
9. Provide or arrange access for City or its Designee to their properties during all Inspections conducted in accordance with 8.10.140 of this Chapter to confirm compliance with the requirements of this Chapter.

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10. Accommodate and cooperate with City's program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented by City at a later date, to evaluate Generator's compliance with this Section 8.10.050(B).
11. At Commercial Business's option and subject to any approval required from the City, implement a program for Inspection of the contents of its Blue Containers, Green Containers, and Black Containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants.
12. If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section 8.10.100 of this Chapter.
13. Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
14. Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to Section 8.10.070.

8.10.060 - Waivers for Generators.

A. De Minimis Waivers - City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 8.10.060(A)(2) below. Commercial Businesses requesting a de minimis waiver shall:

1. Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 8.10.060(A)(2) below.
2. Provide documentation that either:
 - a. The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,
 - b. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

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3. Notify City if circumstances change such that Commercial Business’s Organic Waste exceeds the threshold required for waiver, in which case the waiver will be rescinded.
4. Provide written verification of eligibility for de minimis waiver every five (5) years, if City has approved de minimis waiver.

B. Physical Space Waivers – City may waive a Commercial Business’ or property owner’s obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lack adequate space for the collection containers required for compliance with the Organic Waste collection requirements of Section 8.10.050. A Commercial Business or property owner may request a physical space waiver through the following process:

1. Submit an Exemption Request form to the Public Works Department specifying the type(s) of collection services for which they are requesting a compliance waiver.
2. Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
3. Provide written verification to the City’s Public Works Director or his/her designee that it is still eligible for physical space waiver every five (5) years, if City has approved application for a physical space waiver.

8.10.070 - Requirements for Commercial Edible Food Generators.

A. Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

B. Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

C. Commercial Edible Food Generators shall comply with the following requirements:

1. Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
2. Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the

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Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

3. Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
4. Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
5. Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - a. A list of each Food Recovery Service or Food Recovery Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - b. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - c. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.
 - iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.
6. No later than May 1st of each year commencing no later than May 1, 2022 for Tier One Commercial Edible Food Generators and May 1, 2024 for Tier Two Commercial Edible Food Generators provide an annual Food Recovery report to the City that includes the records listed in Section 8.10.070(C)(5)(c).

D. Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of

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Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

8.10.080 - Requirements for Food Recovery Organizations and Services.

A. Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
2. The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
3. The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
4. The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

B. Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

1. The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.
2. The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
3. The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

C. Food Recovery Organizations and Food Recovery Services shall inform Generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).

D. Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food

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Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than May 1, 2022.

E. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides Solid Waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

8.10.090 - Requirements for Haulers and Facility Operators.

A. Exclusive or non-exclusive franchised hauler(s), as applicable, providing residential, Commercial, or industrial Organic Waste collection services to Generators within the City’s boundaries shall meet the following requirements as a condition of approval of a contract, agreement, or similar contractual authorization with the City to collect Organic Waste:

1. Through written notice to the City annually on or before May 1, 2022, identify the facilities to which they will transport Organic Waste including facilities for Source Separated Recyclable Materials and Source Separated Green Container Organic Waste.
2. Transport Source Separated Recyclable Materials and Source Separated Green Container Organic Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2. Notwithstanding the foregoing, hauler shall not be required to transport any containers with Prohibited Container Contaminants to a facility, operation, activity, or property that recovers Organic Waste.
3. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1, Section 8.10.110 hereof.
4. The authorization of exclusive or non-exclusive franchised hauler(s), as applicable, to collect Organic Waste shall comply with any education, equipment, signage, container labeling, container color, Contamination, monitoring, and reporting requirements relating to the collection of Organic Waste contained within its franchise agreement with the City.

B. Requirements for Facility Operators and Community Composting Operations

1. Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion

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facilities, and publicly-owned treatment works shall, upon City request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.

2. Community Composting operators, upon City request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

8.10.100 - Self-Hauler Requirements.

A. Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that the City otherwise requires Generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.

B. Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

C. Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:

1. Delivery receipts and weight tickets from the entity accepting the waste.
2. The amount of material in cubic yards or tons transported by the Generator to each entity.
3. If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

D. A residential Organic Waste Generator that self-hauls Organic Waste, to the extent permitted by this Municipal Code, is not required to record or report information in Section 8.54.100(C).

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E. Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Section 8.10.100(C) to the City if requested and within ten (10) days of such request.

8.10.110 - Compliance with CALGreen Recycling Requirements.

A. Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent then the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

B. For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:

1. Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
2. New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
3. Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with all written and published City policies, ordinances, and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

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8.10.120 - Model Water Efficient Landscaping Ordinance Requirements (MWELo).

A. Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the City, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B), (C), (D), and (G) of the MWELo, including sections related to use of Compost and mulch as delineated in this Section 8.10.120.

B. The following Compost and mulch use requirements that are part of the MWELo are now also included as requirements of this Chapter. Other requirements of the MWELo are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.

C. Property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 8.10.120(A) above shall:

1. Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELo, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
 - a. For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - b. For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - c. Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.
2. The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Section 8.10.120(A) shall consult the full MWELo for all requirements.

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D. If, after the adoption of this Chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWEL0 September 15, 2015 requirements in a manner that requires jurisdictions to incorporate the requirements of an updated MWEL0 in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

8.10.130 - Procurement Requirements for City Departments, Direct Service Providers, and Vendors.

A. City departments, and direct service providers to the City, as applicable, must comply with the City-adopted procurement policy for Recovered Organic Waste Product Recycled-Content Paper.

B. All vendors providing Paper Products and Printing and Writing Paper to the City shall:

1. If fitness and quality are equal, provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.
2. Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
3. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
4. Certify in writing, on invoices or receipts provided, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
5. Provide records to the City's designated personnel member for purposes of Recovered Organic Waste Product procurement recordkeeping in accordance with the City's Recycled-Content Paper procurement policy(ies) of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as

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required in Sections 8.10.130(B)(3) and (B)(4) of this Chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

8.10.140 - Inspections and Investigations.

- A. City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from Generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection.
- B. Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's personnel or its Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises, or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- C. Any records obtained by the City during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives/personnel and/or Designee are authorized to conduct any Inspections or other investigations of Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, Self-Haulers, Food Recovery Services, and Food Recovery Organizations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

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8.10.150 - Enforcement.

A. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this Chapter include, but are not limited to, issuance of an administrative citation and assessment of a fine. In addition to the procedures in this Section 8.10.150, the City may enforce this Chapter consistent with the procedures in Chapter 1.20 of the Suisun City Municipal Code.

B. Other remedies allowed by law may be used for enforcement, including but not limited to civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

C. Responsible Entity for Enforcement

1. Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official or his/her designee authorized and legally able to undertake such action.
 - a. The City Enforcement Official or his/her designee will interpret this Chapter; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.
 - b. The City Enforcement Official or his/her designee may issue Notices of Violation(s).

D. Process for Enforcement

1. The City Enforcement Official or his/her designee will monitor compliance with this Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program. Section 8.10.140 establishes City's right to conduct Inspections and investigations.
2. City may issue an official notification to notify regulated entities of its obligations under the ordinance.
3. Contamination Prevention.
 - a. For incidences of Prohibited Container Contamination found by City or its Designee in containers, City will issue a Notice of Violation to any Generator found to have Prohibited Container Contaminants in a container. Prior to issuance of a Notice of Violation, City's Designee may provide an informal warning(s) or notice(s) of Container Contaminants via cart tag. Thereafter, any

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Notice of Violation shall be provided by the City via mail within two (2) days after City determines a violation has occurred with respect to Prohibited Container Contaminants. If the City or its Designee observes Prohibited Container Contaminants in a Generator's containers on more than two (2) occasion(s) in any calendar year starting January 1, the City may assess an administrative fine or penalty on the Generator in accordance with Section 8.10.150(E).

- b. In addition to 8.10.150(D)(3)(a), Designee may implement through Designee's service rate structure a Contamination service charge for customers committing incidents of Prohibited Container Contamination. Designee shall provide such customers with written notice and/or cart tags, or such other procedures required under any contract, agreement, or similar contractual authorization between the City and its Designee, prior to levying any Contamination service charge. The foregoing Contamination service charge shall not be considered an administrative fine or penalty. Any disputes arising from the assessment of a Contamination service charge shall be adjudicated pursuant to the customer complaint resolution process provided under the terms of any contract, agreement, or similar contractual authorization between the City and its Designee assigned to collect Organic Waste.

4. With the exception of violations of Generator Contamination of container contents addressed under Section 8.10.150(D)(3), City shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
5. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an Enforcement Action to impose penalties, via an administrative citation and fine.

Notices of Violation shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

E. Penalty Amounts for Types of Violations. The penalty levels for City-issued Notices of Violation are as follows:

1. For a first violation, the amount of the base penalty shall be \$50 per violation.
2. For a second violation, the amount of the base penalty shall be \$100 per violation.

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3. For a third or subsequent violation, the amount of the base penalty shall be \$250 per violation.

F. Compliance Deadline Extension Considerations. The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section 8.10.150 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

1. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
2. Delays in obtaining discretionary permits or other government agency approvals; or,
3. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

G. Appeals Process. Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation pursuant to the appeal procedures in Suisun City Municipal Code Section 1.20.150.

H. Education Period for Non-Compliance. Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance with this Chapter, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

I. Civil Penalties for Non-Compliance. Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section 8.10.150, as needed.

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J. Enforcement Table – Non-exclusive List of Violations.

Table 1 below provides a non-exclusive list of violations of this chapter which may subject an entity to an Enforcement Action pursuant to this Section 8.10.150.

Table 1. List of Violations

REQUIREMENT	DESCRIPTION OF VIOLATION
Commercial Business and Commercial Business Owner Responsibility Requirement Sections 8.10.050	Commercial Business fails to provide or arrange for Organic Waste collection services consistent with City requirements and as outlined in this Chapter, for employees, contractors, tenants, and customers, including supplying and allowing access to adequate numbers, size, and location of containers and sufficient signage and container color.
Organic Waste Generator Requirement Sections 8.10.040 and 8.10.050	Organic Waste Generator fails to comply with requirements adopted pursuant to this Chapter for the collection and Recovery of Organic Waste.
Hauler Requirement Section 8.10.090	A hauler providing residential, Commercial or industrial Organic Waste collection service fails to transport Organic Waste to a facility, operation, activity, or property that recovers Organic Waste, as prescribed by this Chapter.
Hauler Requirement Section 8.10.090	A hauler providing residential, Commercial, or industrial Organic Waste collection service fails to obtain applicable approval issued by the City to haul Organic Waste as prescribed by this Chapter.
Hauler Requirement Section 8.10.090	A hauler fails to keep a record of the applicable documentation of its approval by the City, as prescribed by this Chapter.
Self-Hauler Requirement Section 8.10.100	A generator who is a Self-Hauler fails to comply with the requirements of 14 CCR Section 18988.3(b).
Commercial Edible Food Generator Requirement Section 8.10.070	Tier One Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2022.
Commercial Edible Food Generator Requirement Section 8.10.070	Tier Two Commercial Edible Food Generator fails to arrange to recover the maximum amount of its Edible Food that would otherwise be disposed by establishing a contract or written agreement with a Food Recovery Organization or Food Recovery Service and comply with this Section commencing Jan. 1, 2024.

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REQUIREMENT	DESCRIPTION OF VIOLATION
Commercial Edible Food Generator Requirement Section 8.10.070	Tier One or Tier Two Commercial Edible Food Generator intentionally spoils Edible Food that is capable of being recovered by a Food Recovery Organization or Food Recovery Service.
Organic Waste Generator, Commercial Business Owner, Commercial Edible Food Generator, Food Recovery Organization or Food Recovery Service Sections 8.10.050 and 8.10.070	Failure to provide or arrange for access to an entity’s premises for any Inspection or investigation.
Recordkeeping Requirements for Commercial Edible Food Generator Section 8.10.070.	Tier One or Tier Two Commercial Edible Food Generator fails to keep records, as prescribed by Section 8.10.070.
Recordkeeping Requirements for Food Recovery Services and Food Recovery Organizations Section 8.10.080	A Food Recovery Organization or Food Recovery Service that has established a contract or written agreement to collect or receive Edible Food directly from a Commercial Edible Food Generator pursuant to 14 CCR Section 18991.3(b) fails to keep records, as prescribed by Section 8.10.080.

8.10.160 - Coordination and Interpretation in Conjunction With Related Solid Waste Ordinances.

In interpreting this Chapter in conjunction with the City’s general Solid Waste regulations (Suisun City Municipal Code Chapter 8.08), in the event of any conflict between this Chapter and Chapter 8.08 that cannot be reasonably harmonized through the application of lawful principles of statutory construction, the provisions of this Chapter shall control with respect to all issues specific to the regulation of organic and Food Waste collection, disposal, enforcement and penalties.

8.10.170 - Effective Date.

This Chapter shall be effective commencing on January 1, 2022.

AGENDA TRANSMITTAL

MEETING DATE: November 16, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-___: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.

FISCAL IMPACT: There would be no impact to the General Fund. The cost for retaining the firm of David Wade and Associates to act as city staff and process the development application is recommended to be amended from \$66,000 to \$91,000 and is fully borne by the developer/applicant.

STRATEGIC PLAN: Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

BACKGROUND: On December 15, 2020, the City Council passed Resolution 2020-154 which authorized the City Manager to execute a professional services contract in the amount of \$66,000 for Mr. David Wade to act as an extension of City staff and process the Suisun Logistics development project. The City Manager was also authorized to execute contracts with the granted ten percent contingency (\$6,600) for a total of \$72,600. This contract is paid for by the developer

STAFF REPORT: As is common with development projects, they can be unpredictable in project length. This is particularly true for estimating the duration of entitlements for a project and since the environmental document for the project has not yet been released, it is important to amend the contract. Staff has prepared a resolution and contract amendment which would authorize the City Manager authority to execute an amendment to the contract from \$66,000 to \$91,000 with a ten percent contingency bring the total authorization to \$100,100.

RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2021-___: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.

ATTACHMENTS:

1. Resolution No. 2021-___: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project.

Exhibit A: Contract Amendment

2. Budget Supplement Memo

PREPARED BY:

John Kearns, Senior Planner

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

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RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
AMENDMENT ON THE CITY'S BEHALF WITH DAVID WADE AND
ASSOCIATES TO PROCESS THE DEVELOPMENT APPLICATION FOR THE
SUISUN LOGISTICS CENTER PROJECT.**

WHEREAS, it has become necessary to request amendment to the contract (Exhibit A) with Wade and Associates in processing the development application for the Suisun Logistics Center Project; and

WHEREAS, the City Council authorized the City Manager to execute a professional services contract on behalf of the City with Wade and Associates via Resolution 2020-154; and

WHEREAS, a development application has been received for the Suisun Logistics Center Project east of Walters Road between Peterson Road and Highway 12 and requires supplemental staff to move the project expeditiously; and

WHEREAS, it has been determined that it is necessary to hire a firm to process the development project at the full cost of the applicant; and

WHEREAS, the selected firm has a strong familiarity with the development project and has processed numerous entitlements throughout Northern California; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement on the City's behalf with David Wade and Associates to process the development application for the Suisun Logistics Center Project in the amount of \$91,000 plus a ten percent contingency.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 16th day of November 2021 by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 16th day of November 2021.

Anita Sklinner
City Clerk

Exhibit A: Contract Amendment

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PROFESSIONAL SERVICE CONTRACT AMENDMENT

CONTRACT AMENDMENT NO.	1	Date: 11/17/2021	Page	1	OF	1
PROJECT: Suisun Logistics Center						
TO: David Wade			CONSULTANT: Wade and Associates			
You are hereby directed to make changes in the scope of work or do the following described work, not included in the original for this contract. The work described in this Amendment shall conform to the original Scope of work insofar as the same may apply unless otherwise explicitly modified herein.						
NOTE: This Amendment is not effective until approved by the City Manager.						
Amendment Requested By: John Kearns						

I. Description of Amendment:

The Planning Division of the Development Services Department continues to need assistance in processing the Suisun Logistics Center Project through the entitlement phase of the project. This includes project coordination through the environmental review phase as well as preparation of staff reports and presentations for future Planning Commission and City Council public hearings.

II. Estimated Increase/Decrease:

Original Contract	\$ 66,000	Previous Amendments	\$ 0.00
This Amendment	\$ 25,000	Total Contract to Date	\$ 91,000
<input type="checkbox"/> This CA is Federal Aid Eligible <input checked="" type="checkbox"/> This CA is <i>not</i> Federal Aid Eligible	By reason of this Amendment, the time of completion for all work under this contract will be adjusted as follows:		<input type="checkbox"/> Calendar Days <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> N/A Days

III. Authorization

We, the undersigned consultant, have given careful consideration to the proposed Amendment and hereby agree, if this proposal is approved, that we will provide all services, produce all contracted items, except as may be otherwise noted above, and perform all services necessary for the work specified above, and will accept as full payment therefore the prices shown above.

Consultant:

Date Accepted:

By:

Title:

City of Suisun City:

Prepared By:

Senior Planner

Date

Approval Recommended :

Senior Planner

Date

City Manager Approval:

City Manager

Date

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MEMORANDUM

TO: John Kearns, Senior Planner
City of Suisun City

FROM: David Wade, AICP
Wade Associates

SUBJECT: Budget Supplement for Planning Services for Suisun Logistics Center

DATE: November 9, 2021

I request a budget supplement in the amount of \$25,000.00 for the planning services work on the Suisun Logistics Center project. The additional budget is necessary to complete the schedule which has become complicated by issues such as preparation of the Water Supply Assessment, and revision of the traffic analysis. Although these tasks are undertaken by others, the time delay and additional meetings have added costs. In addition, I have taken on tasks not included in the original scope of work such as the processing of the required tribal consultation, and the preparation of a general plan consistency analysis. I will be pleased to respond to any concerns or questions you may have.

Regards

David Wade, AICP

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AGENDA TRANSMITTAL

MEETING DATE: November 16, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-__: Approving the Suisun City Marina Annual Dock Maintenance and Inspection Services, and Authorizing the City Manager to enter into an agreement with Bellingham Marine to Perform the Services.

FISCAL IMPACT: The FY 2021-22 budget includes an appropriation of \$86,511.46 in Recognized Obligations Payment Schedule (ROPS) funding for this project and will not impact the General Fund.

STRATEGIC PLAN: Ensure Public Safety, Enhance Environment

BACKGROUND: Due to safety concerns, as well as for extending the life of the east and west dock system, there needs to be an annual dock maintenance program in place. This contract will allow for a more stable walking environment and allow the proper rise and fall of the docking system and associated gangways.

On October 18, 2019, the City issued an RFP for annual maintenance and inspection services for a 5-year period, contracted annually with single year agreements. Bellingham Marine was the only proposer. Bellingham Marine was the design/build contractor for the original marina facility. The contract for the first year was for \$30,000 and was approved by the City Council on January 14, 2021. Maintenance work for the first year was completed to staff's satisfaction.

STAFF REPORT: Staff is asking Council to consider funding the second year of the annual maintenance agreement which will cover additional maintenance/repair work, including replacement and repairs to broken whalers, fenders, and floats, as well as supplemental floatation needed, resulting in a contract amount of \$86,511.46. The cost for this second year has been pre-approved through the ROPS process by the Solano Consolidated Oversight Board and will be covered by ROPS funding. The vendor will identify additional items that will be requested for funding through next year's ROPS funding process.

As a part of this year's contract, Bellingham Marina will complete the following work:

Pre-Maintenance Walk-Through:

- Visually check for miscellaneous items including:
- Missing & Loose screws/hardware
- Uneven or loose wood connections
- End boards & Fascia for breaks/impact damage
- Fendering for loose/missing nails
- Corner Bumpers
- Grounding issues
- Low Freeboard conditions
- Rub blocks or rollers for tightness/wear

PREPARED BY:

Kris Lofthus, Recreation, Parks, and Marina Director

REVIEWED AND APPROVED BY:

Greg Folsom, City Manager

- Substation Cabinets
- Locked Transformers
- Check door closures and latches
- Visually check pedestal/power center doors
- Visually check pedestal/power center anchoring
- Visually check pedestal/power center receptacles if accessible. Note dangerous conditions.
- Check G Cables for damage and potential rub spots.
- Check Kellum Grips.
- Check low level lighting.
- Check Fire Cabinets/ Fire Department Connections/ Standpipes
- Visually check for leaks in cabinets or hose bibs
- Check water lines for strapping/drooping lines
- Check Fire Extinguisher dates, notify owner if out of date
- Visually inspect dock flex lines for wear, leak, corrosion
- Check gangway shoremount bracket for sign of wear
- Check gangway dock guides, wheel, or rub blocks for wear

Maintenance Work will be performed as follows:

- Level and straighten walkways and fingers for the floating dock system
- Tighten all triangle frames in finger-walk connection.
- Check for loose cleats, and tighten as necessary

Additional Maintenance work required is shown in Attachment 2.

All work is to begin no later than 15 calendar days after the award of the contract. The contractor shall diligently prosecute the work to completion, including corrective punch list items before the expiration of 45 working days.

STAFF RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 2021-__: Approving the Suisun City Marina Annual Dock Maintenance and Inspection Services, and Authorizing the City Manager to Enter into an Agreement with Bellingham Marine to Perform the Services.

ATTACHMENTS:

1. Adopt Resolution No. 2021-__: Approving the Suisun City Marina Annual Dock Maintenance and Inspection Services, and Authorizing the City Manager to Enter into an Agreement with Bellingham Marine to Perform the Services
2. Marina Bellingham Marine Maintenance Agreement

RESOLUTION NO. 2021 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE SUISUN CITY MARINA ANNUAL DOCK MAINTENANCE AND
INSPECTION SERVICES, AND AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT WITH BELLINGHAM MARINE TO PERFORM THE
SERVICES**

WHEREAS, the City of Suisun City has interest in providing a safe environment for our boating public; and

WHEREAS, Regular scheduled maintenance will increase the life of the marina dock systems; and

WHEREAS, this project will allow for a more stable walking environment and allowing the proper rise and fall of the docking system and associated gangways; and

WHEREAS, the current budget includes an appropriation of \$86,511.46 for this project funded through the Recognized Obligation Payment Schedule (ROPS); and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby authorizes the City Manager take all steps necessary to effectuate and execute an agreement with Bellingham Marine to perform the marina dock inspection services.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City duly held on Tuesday, the 16th day of November 2021, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 16th of November, 2021.

Anita Skinner
City Clerk

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Bellingham Marine
Industries, Inc.
CA License #442499
Federal Tax ID #91-0141770

8810 Sparling Lane
Dixon, CA 95620

Item 8
Attachment 2
(707) 678-2385
FAX (707) 678-1760
www.bellingham-marine.com

LETTER AGREEMENT FOR MAINTENANCE AND INSPECTION

Year 1 of 5

November 23, 2020

Ms. Janet Hull
City of Suisun
800 Kellogg Street
Suisun City, CA 94585

Reference: **City of Suisun RFP- Annual Maintenance and Inspection Services for Floating Concrete Dock System**

Thank you for the opportunity to allow Bellingham Marine to prepare a response package for the City of Suisun Floating Dock System Annual Inspection and Maintenance RFP. As the design/build contractor for the original marina facility, we are very familiar with the site. Our commitment is to allow you to enjoy the same high level of quality and value that we have provided throughout the years and that we have provided to thousands of customers for the past six decades.

Regarding Item No. 5 of the Proposal Requirements, Bellingham Marine has not experienced any such termination for default or early termination in the past five (5) years.

This Letter Agreement for Maintenance and Inspection ("Agreement") is entered into between Suisun City Marina ("Owner"), and Bellingham Marine Industries, Inc. ("Contractor"), for inspection and maintenance for a period of 5 years of the floating concrete dock system at Suisun City Marina ("the "Facility").

The Owner and the Contractor agree as follows:

1. **CONDITIONS-** For the purpose of this quote, BMI has made assumptions which are noted herein. This proposal is subject to the assumptions listed below. Any variation to these assumptions may result in adjustments to the proposed pricing in Section 4.
 - We have developed this proposal with the intent of working with the City in good faith to negotiate a mutually agreeable contract with your team.
 - This proposal is based on a 5 year agreement and is year 2 of 5. This fee in Section 4 shall be increased each year thereafter in accordance with the Consumer Price Index in the San Francisco Metro Area.
2. **SCOPE OF WORK- INCLUSIONS:** The following services are included in this Agreement:
 - 2.1 **Pre-Maintenance Walk-Through.** Approximately 1 month in advance of annual maintenance service, a Project Manager will visit the marina and prepare a list of items that are not covered in the maintenance contract with priced recommendations on how to correct issues. At such time, the owner may incorporate suggestions into this Agreement via change order to be completed at the time of the annual maintenance service. Project Manager will:
 - Visually check for miscellaneous items including:
 - Missing & Loose screws/hardware
 - Uneven or loose wood connections
 - End boards & Fascia for breaks/impact damage
 - Fendering for loose/missing nails
 - Corner Bumpers
 - Grounding issues
 - Low Freeboard conditions

- Rub blocks or rollers for tightness/wear
- Substation Cabinets
- Locked Transformers
- Check door closures and latches
- Verify all panels in place
- Visually check pedestal/power center doors
- Visually check pedestal/power center anchoring
- Visually check pedestal/power center receptacles if accessible. Note dangerous conditions.
- Check G Cables for damage and potential rub spots.
- Check Kellum Grips.
- Check low level lighting.
- Check Fire Cabinets/ Fire Department Connections/ Standpipes
- Visually check for leaks in cabinets or hose bibs
- Check water lines for strapping/drooping lines
- Check Fire Extinguisher dates, notify owner if out of date
- Visually inspect dock flex lines for wear, leak, corrosion
- Check gangway shoremount bracket for sign of wear
- Check gangway dock guides, wheel, or rub blocks for wear

2.2 Maintenance Work will be performed as follows:

- Level and straighten walkways and fingers for the floating dock system, as much as practical.
- Tighten all triangle frames in finger-walk connection.
- Check for loose cleats, and tighten as necessary.
- Maintenance labor is based on adequate access to the dock systems hardware. Dock ladders, and other boater accessories that impede the work must be removed by others from work area.
- In addition to the above, maintenance work will be performed in accordance to the inspection log noted on Attachment A.

2.3 Maintenance Documentation: Report will be furnished including a detailed log of maintenance work completed during each annual visit. Areas of concern will be noted for the Owner to pay attention to over the course of the following year.

2.4 Prevailing Wage Labor Rates.

2.5 USL&H Insurance, as required by Federal Law for all work over a U.S. Navigable Waterway.

3. Services and items not specifically included in Section 1 above are **specifically excluded from this Agreement**. Excluded items include, but are not limited to, the following:

- 3.1 Maintenance or repairs to fire systems, electrical systems, potable water systems or other utility systems.
- 3.2 Any dock hardware, major structural repairs, patching, deck treatment, supplemental floatation, gangways, gates, or piers.
- 3.3 Inspection and/or maintenance of any portion of the flotation system which was not manufactured and installed by BMI.
- 3.4 Site visits requested by Owner (not including annual walk-through) regarding issues that are found NOT to be covered under the warranty will be billed on an hourly basis plus travel expenses (See Section 4).
- 3.5 Bonds.

4. **Fees.** The fee for the annual inspection and maintenance set forth by this contract is \$86,511.46. This includes the additional work noted on Attachment A. There as a CCI increase of 3.2% from the previous 1 year agreement. The 2020

inspection/maintenance fee of \$30,960.00 shall be increased each year thereafter in accordance with the Consumer Price Index in the San Francisco County Area. Maintenance services excluded from this Agreement will be billed at the rate of \$85.00 per hour for the initial year and adjusted in accordance with the CPI index for each subsequent year. Maintenance materials will be billed at cost plus 20%. A "not to exceed" amount will be established in Contractor's annual inspection report for agreed upon maintenance items. Includes prevailing wage.

5. **Schedule.** Inspection and maintenance will be performed upon receipt of written authorization from Owner to proceed with the Work.
6. **Payment.** Contractor shall invoice Owner for each annual inspection and maintenance upon its completion. Payment shall be due net cash ten (10) days from receipt of invoice. Method of payment to be approved by Contractor's credit department prior to commencement of services. Interest will be charged on past due accounts at 18% per annum, or at the highest non-usurious commercial rate allowable by state law or provided by state statute, whichever is less. If Contractor is required to employ an attorney to collect any amount due as a result of the default of Owner, the Owner shall pay all costs of collection, including reasonable attorney's fees and court costs.
7. **Materials Supplied.** All parts, components, and supplies supplied hereunder to maintain the facility shall be furnished by Contractor on an exchange basis, and the removed parts and/or components shall become the property of Contractor upon removal. Any parts, components, equipment, or supplies supplied by Contractor hereunder may, at Contractor's option, be either new or reconditioned, but in any case, they shall meet or exceed the specifications for the replaced part, component, equipment, or supply.
8. **Warranty.** Contractor warrants to Owner that all services will be performed in a good, workmanlike manner and that repaired or replaced parts or components will be free from defects in material and workmanship until the termination of this Agreement or one (1) year from the date of the service, whichever occurs first. Contractor's sole obligation under this warranty shall be to repair any item in the Facility which is covered by this warranty that is repairable, or, at its option, to refurbish, overhaul, rebuild, replace, or issue a credit or refund for any item in the Facility which is covered by this warranty that has been reported to Contractor as defective in material or workmanship by Owner and which has been determined by Contractor to be defective, provided that the Owner has complied with all of the terms and conditions of this Agreement. Failure of the Owner to promptly notify Contractor of a defect or malfunction will void the warranty, as will product misuse or neglect, use that is not considered "normal" under this Agreement, or if any other terms or conditions of this Agreement are violated. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY CONTRACTOR. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; OR (B) IMPLIED WARRANTY OR CONDITION ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR HAVE ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, OR FOR LOSS OF PROFITS OR ANY SIMILAR DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED BY A DELAY IN FURNISHING OF MAINTENANCE OR INSPECTION SERVICES UNDER THIS AGREEMENT. Owner specifically acknowledges and agrees that Contractor's obligations hereunder are strictly that of a provider of services, and not as a vendor of goods or as a merchant.
9. **Limitation of Liability and Hold Harmless:** Unless otherwise expressly stated, these Services do not include testing or inspection intended to discover or analyze soil or water conditions, hazardous materials, electrical or mechanical systems, sewage disposal or water systems, or the suitability of the design and construction of the marina to withstand fire, flood, windstorm and wave action or other casualty, and we disclaim any responsibility to advise you of any conditions related thereto. Services performed hereunder do not constitute a warranty or guarantee concerning any condition, and BMI's fee for services has been determined accordingly. If Owner or any third party claims that BMI is liable for negligent performance of Services hereunder or for any other reason Owner claims that BMI has not fully satisfied its obligations under this Agreement, it is expressly agreed that BMI's liability to Owner is exclusively limited to the Fee paid under this Agreement. The Services performed hereunder are not intended to be performed for the benefit

or use of any party other than the Owner, and Owner agrees to indemnify and hold harmless from any claim made by any third party relating in any way to the Service provided hereunder.

- 10. Modifications or Damage to the Facility.** Owner shall be responsible for use, care, and cleaning of the Facility in accordance with instructions provided. All risk of loss or damage to the Facility, except that caused by the negligence of Contractor, shall be the responsibility of Owner at all times. If the Facility is changed, modified, altered, or damaged in any respect by any party other than as a result of Contractor's negligence during the term of this Agreement, then, at the option of Contractor, this Agreement shall be terminated. Absent such termination, Contractor shall give Owner written notice of the change, modification, alteration, or damage, and Owner shall promptly correct the change, modification, alteration, or damage, or adjust the price payable hereunder to cover any increased costs to Contractor.
- 11. Access.** During the term of this Agreement, Owner will allow access to all of the Facility and to all devices which are part of or associated with the Facility. Contractor will use its best efforts to coordinate annual inspection visits with Owner to minimize operational interruptions. In the event Contractor is denied or prevented from gaining access to the Facility, Contractor's obligations under this Agreement shall be suspended until the act, omission, or condition affecting access is remedied. If Contractor is denied or prevented from gaining access to the Facility as a result of an act or omission of Owner, Contractor shall be entitled to be paid for any visit which it is required to make as a result of such denial or prevention at its then standard rate for labor, material, and travel.
- 12. Assessment and Adjustments.** Owner agrees to assume full responsibility for any present or future taxes or any other government charges now or hereafter imposed by existing or future laws in connection with the transfer, use, ownership, or possession of any of the Facility.
- 13. Additional Devices.** Owner agrees not to employ additional attachments, features, or devices to the Facility, make alterations to the Facility, or permit the maintenance of the Facility by other than Contractor's personnel without the written consent of Contractor. Contractor shall not be liable for loss or damage to Owner resulting from unauthorized additional attachments, and Owner shall be liable to Contractor for any repair or damage costs incurred by Contractor as a result of the addition of unauthorized attachments. In addition, the warranty contained herein shall be null and void and of no force and effect if any provision of this paragraph is violated.
- 14. Arbitration.** All controversies, disputes, or claims of whatever nature arising out of, in connection with, or in relation to the interpretation, from performance or breach of this Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of either BMI or Owner, by final and binding arbitration administered by and in accordance with the then existing Construction Industry Rules of the American Arbitration Association, and judgment upon any award rendered by the Arbitrator(s) may be entered by any state or federal court having jurisdiction thereof. The arbitrator shall determine which is the prevailing party and shall include in the award that party's reasonable attorney's fees and costs.
- 15. Agreement.** This Agreement represents the entire agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

This Agreement entered into as of the day and year first contract is executed between both parties.

City of Suisun

Bellingham Marine Industries, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Suisun Marina Inspection log		2/16/2020	
Dock/Location	Discrepancy	Recommended corrective action	Price
Slip 191-190	Split outside Whaler	Replace 3x10x20	\$1,136.33
191	Fender needs replacement	replace 4ea pieces x 10'	\$352.08
191	Split Fascia	replace fascia	\$484.17
Slip 189	Broken Fendering	replacement	\$388.33
Slip 182	Broken Polymer	replacement	\$763.33
Slip 183	Rotted inside waler; 3x10x19 + 3x10x13; include rods	replacement	\$3,826.25
MW Slips 179-182	Rotted walers: 3x10x19 + 3x10x18; include rods	replacement	\$3,843.33
MW Slips 179-182	Coverboard split	replace 2ea 2x12x16 coverboard	\$1,995.33
Slip 166	Broken Fendering-	replace 2ea pieces of fender	\$895.00
Slip 162	Split Inside Waler- 3x10x20	replacement	\$1,756.67
Slip 156	Split Walers - recommend 2 each 3x10x23'	replacement	\$2,990.83
Slip 158	Split coverboard + Fendering	1ea coverboard 3ea fender	\$696.83
Slip 152	New dock box and power center	replacement	\$4,336.67
146/144	broken dock boxes	2ea need replacement	\$2,655.00
139	broken fascia	replacement	\$484.17
138	Fender needs replacement	1ea @ 10'	\$961.04
133	broken dock boxes	replacement	\$1,738.33
133	Fender needs replacement	2ea @ 10'	\$278.75
132	broken 8" HD cleat	replacement	\$363.19
124	missing rods in frame	install new thru rods	\$1,202.92
123	Fender needs replacement	1ea @ 10'	\$139.38
122	split whaler, 3x10x12	replace, first 5 holes are in triangle, add labor to install	\$2,222.50
114	missing corner bumper	replacement	\$157.71
109	Broken Polymer	there are 6 just like this throughout the mainwalk	\$4,797.50
105	Fender needs replacement	1ea @ 10'	\$139.38
fuel dock	landing float is 4-6" low	add supplemental floatation	\$2,560.00
landing float fuel dock	broken fascia	replace fascia	\$484.17
103	Fender needs replacement	2ea @ 10'	\$895.00
102	water line needs to be secured	install strapping	\$913.33
100	missing coverboard/fender/corner bumper	install 2ea 2x12x16 with fender 3ea@10' and 1 corner bumper	\$1,338.67
100	broken fascia	replace fascia	\$484.17
116/117	finger floats low approx 3"	add supplemental floatation 4x4x16	\$1,738.33
fuel dock pump float	freeboard is really low at pump locations	add supplemental floatation 4ea 4x4x16	\$5,720.83
EAST DOCK			
Landing float end board	split 2x10x12'	replace with 3x10x12	\$575.83
442	missing corner bumper	install new corner bumper	\$260.42
454	broken dock boxes	replacement	\$1,738.33
455	broken dock boxes	replacement	\$1,738.33
459	broken dock boxes	replacement	\$1,738.33
436	broken fascia	replacement	\$484.17
428	concrete filler slab is broken	cast a new one	\$1,052.50
424	missing corner bumper	replacement	\$157.71
418/419	polymer is broken	replacement	\$594.17
415	broken fascia	replace	\$484.17
414	broken power center lid	replace	\$777.50
414	missing corner bumper	install new one	\$157.71
410	broken power center lid	replace	\$777.50
406	broken dock box with power center	replace dock box and power center - 30amp with 30/125 plug	\$3,660.00
404	broken fascia	replace	\$484.17
402/403	concrete filler slab is broken	cast a new one 24x35x1/2"	\$1,052.50
401	finger floats low due to added weight of sign	add supplemental floatation 4x4x16	\$1,738.33
TOTAL			\$70,211.13



AGENDA TRANSMITTAL

MEETING DATE: November 16, 2021

JOINT AGENDA ITEM: Accept the Investment Report for the Quarter Ending September 30, 2021.

FISCAL IMPACT: No fiscal impact; informational only.

STRATEGIC PLAN IMPACT: Ensure Fiscal Solvency; Provide Good Governance.

BACKGROUND: Each quarter it is necessary to produce an Investment Report showing how all City, Housing Authority, and Suisun-Solano Water Authority's available cash is invested, in terms of the type of investment, what institution it is invested in, and current value and interest earnings.

STAFF REPORT: The total cash and investments (par amount) equaled to \$42,894,910 for the period ending September, 2021. In summary, the cash and investment portfolio consists of the following governmental funds:

SSWA 2019 Series Bond Proceeds	\$ 5,209,223
Energy Conservation Project-ENGIE	\$ 381,486
Debt Service Reserves	\$ 4,154,618
General Fund	\$ 6,682,693
Trust/Fiduciary Funds	\$ 10,474,740
All Other Funds	\$ 15,992,150
Total	\$ 42,894,910

In terms of return on our investment managed by PFM Asset Management LLC, the current yield to maturity at cost of 1.15% with an average life of 780 days. The average Local Agency Investment Fund return for the current quarter is 0.21%. For additional detail, please refer to the PFM Managed Account summary Statement attached to this staff report.

As can be seen in the Pie Chart on the last page of the attached Investment Report, nearly 80% of the cash (other than cash in checking accounts) is invested in federally insured CD's, US Treasuries, Agency Notes, or LAIF, all of which generate higher yields.

RECOMMENDATION: It is recommended that the Council/Authority accept the Quarter Ending September 30, 2021 Financial Officer's Investment Report.

ATTACHMENTS:

1. Financial Officer's Investment Report, for the Quarter Ending September 30, 2021.
2. PFM Managed Account Summary Statement for the month ending September 30, 2021.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Elizabeth N. Luna, Accounting Services Manager
 Lakhwinder Deol, Finance Director
 Greg Folsom, City Manager

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City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

September 30, 2021

Category of Investment	Name of Institution	Maturity Date	Par Amount	Market Value*	Amortized Cost	Curr Yield At Market	Est Annual Income
Checking Account	West America Bank	Demand Deposit	\$ 8,728,499	\$ 8,728,499	\$ 8,728,499	0.000%	-
State Investment-CITY	LAIF*	Demand Deposit	\$ 4,487,893	\$ 4,487,326	\$ 4,487,893	0.206%	9,245
Total Cash Equivalents			\$ 13,216,392	\$ 13,215,825	\$ 13,216,392	0.070%	\$ 9,245
2019 SSWA Bond Proceeds	US Bank	Demand Deposit	\$ 5,209,223	\$ 5,209,223	\$ 5,209,223	0.000%	0
Lease Equipment Purchase Proceeds-Engle	Sterling National Bank	Demand Deposit	\$ 381,486	\$ 381,486	\$ 381,486	0.000%	0
Total Bond/Loan Proceeds			\$ 5,590,709	\$ 5,590,709	\$ 5,590,709	0.000%	\$ -
Sumitono Mitsui Trust NY Commercial Paper	86563GY14	11/1/2021	\$ 350,000	\$ 349,976	\$ 349,949	0.170%	595
First American Government	31846V203		\$ 74,908	\$ 74,908	\$ 74,908	0.009%	7
Principal cash			\$ 2,500,000	\$ 2,500,000	\$ 2,500,000	0.000%	0
Total Commercial Paper and Cash & Equivalents			\$ 2,924,908	\$ 2,924,884	\$ 2,924,857	0.021%	\$ 602
Federal Agency Collateralized Mortgage Obligation	FHLMC #3137BHX8	01/01/22	\$ 155,923	\$ 156,460	\$ 156,017	2.782%	4,352
Federal Agency Collateralized Mortgage Obligation	FHLMC #3137BM6P6	08/01/22	\$ 152,366	\$ 154,641	\$ 152,616	3.044%	4,708
Federal Agency Collateralized Mortgage Obligation	FNMA #3136AEGQ4	12/01/22	\$ 61,139	\$ 61,826	\$ 61,429	2.255%	1,394
Federal Agency Collateralized Mortgage Obligation	FHLMC #3137B4GX8	02/01/23	\$ 23,328	\$ 23,701	\$ 23,344	2.970%	704
Federal Agency Collateralized Mortgage Obligation	FNA #3137B5JL8	02/01/23	\$ 23,514	\$ 23,803	\$ 23,479	2.638%	628
Federal Agency Collateralized Mortgage Obligation	FNA #3137FKK39	07/01/23	\$ 8,405	\$ 8,627	\$ 8,405	3.118%	269
Federal Agency Collateralized Mortgage Obligation	FHMS #3137BTU25	11/01/23	\$ 90,000	\$ 93,275	\$ 94,617	2.955%	2,756
Federal Agency Collateralized Mortgage Obligation	FHMS #3137B8GK24	12/25/24	\$ 390,000	\$ 415,464	\$ 403,055	2.874%	11,942
Federal Agency Collateralized Mortgage Obligation	FHMS #3137FUZN7	01/01/25	\$ 139,664	\$ 138,393	\$ 139,662	0.531%	735
Federal Agency Collateralized Mortgage Obligation	FHMS #3137F72U8	06/01/25	\$ 58,945	\$ 58,034	\$ 58,945	0.524%	304
Total Federal Agency Collateralized Mortgage Obl.			\$ 1,103,284	\$ 1,134,224	\$ 1,121,568	2.450%	\$ 27,792
Federal Agency/Bond Note	FHL #313378CRO	03/11/22	\$ 245,000	\$ 247,355	\$ 246,932	2.229%	5,513
Federal Agency/Bond Note	FFCBN #3133ELYR9	05/06/22	\$ 220,000	\$ 220,188	\$ 219,917	0.250%	550
Federal Agency/Bond Note	FHLBN #3130AJPU7	06/03/22	\$ 160,000	\$ 160,143	\$ 159,992	0.250%	400
Federal Agency/Bond Note	FMN #3134GVJ66	06/08/22	\$ 100,000	\$ 100,091	\$ 99,984	0.250%	250
Federal Agency/Bond Note	FHLBN #3130A5P45	06/10/22	\$ 365,000	\$ 370,697	\$ 366,349	2.339%	8,669
Federal Agency/Bond Note	FMN #3137EAET2	07/05/22	\$ 100,000	\$ 99,999	\$ 99,908	0.125%	125
Federal Agency/Bond Note	FFC #3133EMPH9	02/03/23	\$ 190,000	\$ 189,812	\$ 189,929	0.125%	238
Federal Agency/Bond Note	FH #3130AJ7E3	02/17/23	\$ 170,000	\$ 172,749	\$ 169,856	1.353%	2,338
Federal Agency/Bond Note	FMN #3137EAEQ8	04/20/23	\$ 170,000	\$ 170,410	\$ 169,780	0.374%	638
Federal Agency/Bond Note	FMN #3137EAE6	05/05/23	\$ 190,000	\$ 190,440	\$ 189,958	0.374%	713
Federal Agency/Bond Note	FMN #3135G04Q3	05/22/23	\$ 255,000	\$ 255,087	\$ 254,581	0.250%	638
Federal Agency/Bond Note	FHLB #313383QR5	06/09/23	\$ 250,000	\$ 262,678	\$ 255,763	3.093%	8,125
Federal Agency/Bond Note	FMN #3137EAES4	06/26/23	\$ 225,000	\$ 225,042	\$ 224,620	0.250%	563
Federal Agency/Bond Note	FMN #3135G05G4	07/10/23	\$ 160,000	\$ 160,016	\$ 159,797	0.250%	400
Federal Agency/Bond Note	FMN #3135G05R0	08/10/23	\$ 160,000	\$ 159,939	\$ 159,821	0.300%	480
Federal Agency/Bond Note	FMN #3137EAEW5	09/08/23	\$ 110,000	\$ 109,927	\$ 110,013	0.250%	275
Federal Agency/Bond Note	FMN #3137EAEW5	09/08/23	\$ 140,000	\$ 139,907	\$ 139,970	0.250%	350
Federal Agency/Bond Note	FHLB #313383Y14	09/08/23	\$ 150,000	\$ 158,945	\$ 151,062	3.185%	5,063
Federal Agency/Bond Note	FM #3135G0U43	09/12/23	\$ 200,000	\$ 210,054	\$ 199,680	2.737%	5,750
Federal Agency/Bond Note	FM #3137EAEY1	10/16/23	\$ 95,000	\$ 94,653	\$ 94,759	0.126%	119
Federal Agency/Bond Note	FM #3135G06H1	11/27/23	\$ 155,000	\$ 154,753	\$ 154,873	0.251%	388
Federal Agency/Bond Note	FM #3137EAF2	12/04/23	\$ 70,000	\$ 69,857	\$ 69,950	0.251%	175
Federal Agency/Bond Note	FHLB #3130AFW94	02/13/24	\$ 250,000	\$ 262,448	\$ 249,580	2.381%	6,250
Federal Agency/Bond Note	FMN# #3135G0X24	01/07/25	\$ 290,000	\$ 299,654	\$ 289,394	1.573%	4,713
Federal Agency/Bond Note	FMN #3137EAEPO	02/12/25	\$ 150,000	\$ 154,467	\$ 154,994	1.457%	2,250
Federal Agency/Bond Note	FMN #3137EAEPO	02/12/25	\$ 250,000	\$ 257,445	\$ 249,870	1.457%	3,750
Federal Agency/Bond Note	FHLBN #3130AJHU6	04/14/25	\$ 120,000	\$ 119,312	\$ 119,579	0.503%	600
Federal Agency/Bond Note	FMN #3135G03U5	04/22/25	\$ 130,000	\$ 129,820	\$ 129,809	0.626%	813
Federal Agency/Bond Note	FMN #3135G04Z3	06/17/25	\$ 170,000	\$ 168,729	\$ 169,739	0.504%	850
Federal Agency/Bond Note	FMN #3135G04Z3	06/17/25	\$ 295,000	\$ 292,795	\$ 295,393	0.504%	1,475
Federal Agency/Bond Note	FMN #3137EAEU9	07/21/25	\$ 100,000	\$ 98,469	\$ 99,621	0.381%	375
Federal Agency/Bond Note	FMN #3135G05X7	08/25/25	\$ 235,000	\$ 231,492	\$ 234,141	0.381%	881
Federal Agency/Bond Note	FHL #3130AKSE2	09/04/25	\$ 35,000	\$ 34,394	\$ 34,917	0.381%	131
Federal Agency/Bond Note	FMN #3137EAEK3	09/23/25	\$ 230,000	\$ 226,410	\$ 229,449	0.381%	863
Federal Agency/Bond Note	FM #3135G06GE	11/07/25	\$ 155,000	\$ 152,731	\$ 154,544	0.507%	775
Total Federal Agency Bond/Note			\$ 6,290,000	\$ 6,350,908	\$ 6,298,525	1.031%	\$ 65,486
US Treasury Notes	#912828F96	10/31/21	\$ 450,000	\$ 450,703	\$ 450,050	1.997%	9,000
US Treasury Notes	#912828T67	10/31/21	\$ 250,000	\$ 250,195	\$ 249,923	1.249%	3,125
US Treasury Notes	#912828S10	11/15/21	\$ 275,000	\$ 275,945	\$ 275,927	2.865%	7,906
US Treasury Notes	#912828H86	01/31/22	\$ 350,000	\$ 351,695	\$ 349,579	1.493%	5,250
US Treasury Notes	#912828M7	04/15/22	\$ 135,000	\$ 136,582	\$ 135,404	2.224%	3,038
US Treasury Notes	#9128282P4	07/31/22	\$ 35,000	\$ 35,520	\$ 34,958	1.847%	656
US Treasury Notes	#9128282P4	07/31/22	\$ 400,000	\$ 405,938	\$ 398,922	1.848%	7,500

City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

September 30, 2021

Category of Investment	Name of Institution	Maturity Date	Par Amount	Market Value*	Amortized Cost	Curr Yield At Market	Est Annual Income
US Treasury Notes	#912828XQ8	07/31/22	\$ 65,000	\$ 66,026	\$ 65,097	1.969%	1,300
US Treasury Notes	#91282CAC5	07/31/22	\$ 170,000	\$ 170,053	\$ 169,957	0.125%	213
US Treasury Notes	#912828L57	09/30/22	\$ 300,000	\$ 304,922	\$ 297,236	1.722%	5,250
US Treasury Notes	#912828YK0	10/15/22	\$ 125,000	\$ 126,641	\$ 126,551	1.357%	1,719
US Treasury Notes	#912828N30	12/31/22	\$ 575,000	\$ 589,195	\$ 572,092	2.074%	12,219
US Treasury Notes	#912828Z29	01/15/23	\$ 150,000	\$ 152,602	\$ 150,308	1.474%	2,250
US Treasury Notes	#912828P38	01/31/23	\$ 100,000	\$ 102,109	\$ 98,499	1.714%	1,750
US Treasury Notes	#91282CBG5	01/31/23	\$ 120,000	\$ 119,963	\$ 119,956	0.125%	150
US Treasury Notes	#912828P79	02/28/23	\$ 230,000	\$ 234,313	\$ 234,416	1.472%	3,450
US Treasury Notes	#912828Q29	03/31/23	\$ 100,000	\$ 101,969	\$ 98,174	1.471%	1,500
US Treasury Notes	#9128284L1	04/30/23	\$ 145,000	\$ 150,823	\$ 147,509	2.644%	3,988
US Treasury Notes	#912828T26	09/30/23	\$ 415,000	\$ 424,013	\$ 424,241	1.346%	5,706
US Treasury Notes	#912828T26	09/30/23	\$ 500,000	\$ 510,859	\$ 495,028	1.346%	6,875
US Treasury Notes	#9128286G0	02/29/24	\$ 320,000	\$ 335,300	\$ 335,602	2.267%	7,600
US Treasury Notes	#912828W71	03/31/24	\$ 195,000	\$ 203,318	\$ 196,406	2.038%	4,144
US Treasury Notes	#912828X70	04/30/24	\$ 250,000	\$ 260,156	\$ 247,843	1.922%	5,000
US Treasury Notes	#912828WJ5	05/15/24	\$ 430,000	\$ 453,247	\$ 439,660	2.372%	10,750
US Treasury Notes	#912828XX3	06/30/24	\$ 340,000	\$ 354,291	\$ 354,690	1.919%	6,800
US Treasury Notes	#91282CCL3	07/15/24	\$ 425,000	\$ 423,805	\$ 425,550	0.376%	1,594
US Treasury Notes	#912828D56	08/15/24	\$ 290,000	\$ 305,588	\$ 297,581	2.254%	6,888
US Treasury Notes	#912828Y5	09/30/24	\$ 205,000	\$ 214,770	\$ 207,618	2.028%	4,356
US Treasury Notes	#9128283J7	11/30/24	\$ 135,000	\$ 141,602	\$ 136,890	2.026%	2,869
US Treasury Notes	#912828YY0	12/31/24	\$ 275,000	\$ 285,355	\$ 288,018	1.687%	4,813
US Treasury Notes	#9128283V0	01/31/25	\$ 30,000	\$ 31,875	\$ 31,096	2.353%	750
US Treasury Notes	#91282CAB7	07/31/25	\$ 200,000	\$ 196,188	\$ 197,930	0.255%	500
US Treasury Notes	#91282CAT8	10/31/25	\$ 250,000	\$ 244,297	\$ 244,402	0.256%	625
US Treasury Notes	#91282CBC4	12/31/25	\$ 150,000	\$ 147,000	\$ 147,684	0.383%	563
US Treasury Notes	#91282CBC4	12/31/25	\$ 300,000	\$ 294,000	\$ 295,900	0.383%	1,125
US Treasury Notes	#91282CBC4	12/31/25	\$ 325,000	\$ 318,500	\$ 318,950	0.383%	1,219
US Treasury Notes	#91282CBC4	12/31/25	\$ 355,000	\$ 347,900	\$ 354,340	0.383%	1,331
US Treasury Notes	#91282CBH3	01/31/26	\$ 250,000	\$ 244,648	\$ 246,615	0.383%	938
Total US Treasury Bond/Note			\$ 9,615,000	\$ 9,761,904	\$ 9,660,601	1.482%	\$ 144,710
TOTAL POOLED INVESTMENTS			\$ 38,740,292	\$ 38,978,454	\$ 38,812,651	0.636%	\$ 247,835
Reserved for Bond/Debt Service							
Govt Sec Money Market-RDA/SA	First Amer Treas Oblig Fd	#31846V302	\$ 2,745,556	\$ 2,745,556	\$ 2,745,556	0.001%	15
Govt Sec Money Market-2021 SSWA Bond	First Amer Treas Oblig Fd	#31846V302	\$ 5,106	\$ 5,106	\$ 5,106	0.002%	0
Savings Acct-RDA Marina	West America Bank	Demand Deposit	\$ 399,238	\$ 399,238	\$ 399,238	0.018%	71
Marina Debt Service	LAIF*	LAIF	\$ 1,004,718	\$ 1,004,591	\$ 1,004,718	0.426%	4,280
Total Debt Service Reserve Funds			\$ 4,154,618	\$ 4,154,491	\$ 4,154,618	0.105%	\$ 4,367
Grand Total			\$ 42,894,910	\$ 43,132,945	\$ 42,967,269	0.585%	\$ 252,202

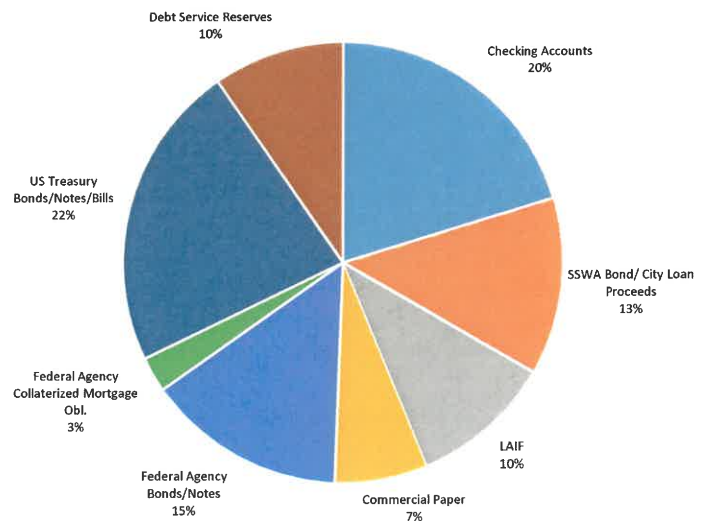
Summary of Pooled Investments

Summary of Pooled Investments

Checking Accounts	\$ 8,728,499
SSWA Bond/ City Loan Proceeds	\$ 5,590,709
LAIF	\$ 4,487,893
Commercial Paper	\$ 2,924,857
Federal Agency Bonds/Notes	\$ 6,298,525
Federal Agency Collateralized Mortgage Obl.	\$ 1,121,568
US Treasury Bonds/Notes/Bills	\$ 9,660,601
Debt Service Reserves	\$ 4,154,618

Total \$ 42,967,269

Amortized Cost Amount



City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

September 30, 2021


<u>Category of Investment</u>	<u>Name of Institution</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Market Value*</u>	<u>Amortized Cost</u>	<u>Curr Yield At Market</u>	<u>Est Annual Income</u>
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* Market Valuation for Federal Agency Bonds/Notes and US Treasury Bonds/Notes is from City's Investment Advisor, PFM. Valuation for Debt Service Reserve funds is from the City's Trustee, US Bank.

City Treasurer's Statement:


I hereby certify that I have examined the records and find this report to be correct, that all investments are made in accordance with the investment policy, and the City will be able to meet its obligations for the next six months.

Attest by:


Michael J. McMurry, City Treasurer

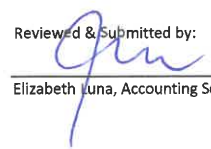
11/4/2021
Date

Prepared by:


Robin Daniel, Accountant

11-3-21
Date

Reviewed & Submitted by:


Elizabeth Luna, Accounting Services Mgr.

11.3.2021
Date

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Managed Account Summary Statement

For the Month Ending September 30, 2021

CITY OF SUISUN CITY - 82140100

Transaction Summary - Managed Account

Opening Market Value

Maturities/Calls	\$17,669,397.76
Principal Dispositions	(18,380.85)
Principal Acquisitions	0.00
Unsettled Trades	0.00
Change in Current Value	0.00
	(54,004.69)
Closing Market Value	\$17,597,012.22

Cash Transactions Summary - Managed Account

Maturities/Calls	4.21
Sale Proceeds	0.00
Coupon/Interest/Dividend Income	25,245.38
Principal Payments	18,376.65
Security Purchases	0.00
Net Cash Contribution	2,500,000.00
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	25,245.39
Less Purchased Interest Related to Interest/Coupons	0.00
Plus Net Realized Gains/Losses	(87.03)
Total Cash Basis Earnings	\$25,158.36

Cash Balance

Closing Cash Balance	\$2,574,907.88
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Earnings Reconciliation (Accrual Basis)

Total	
Ending Amortized Value of Securities	17,430,642.28
Ending Accrued Interest	47,496.21
Plus Proceeds from Sales	0.00
Plus Proceeds of Maturities/Calls/Principal Payments	18,380.86
Plus Coupons/Dividends Received	25,245.38
Less Cost of New Purchases	0.00
Less Beginning Amortized Value of Securities	(17,452,337.54)
Less Beginning Accrued Interest	(53,140.96)

Total Accrual Basis Earnings

\$16,286.23





Portfolio Summary and Statistics

For the Month Ending September 30, 2021

CITY OF SUISUN CITY - 82140100

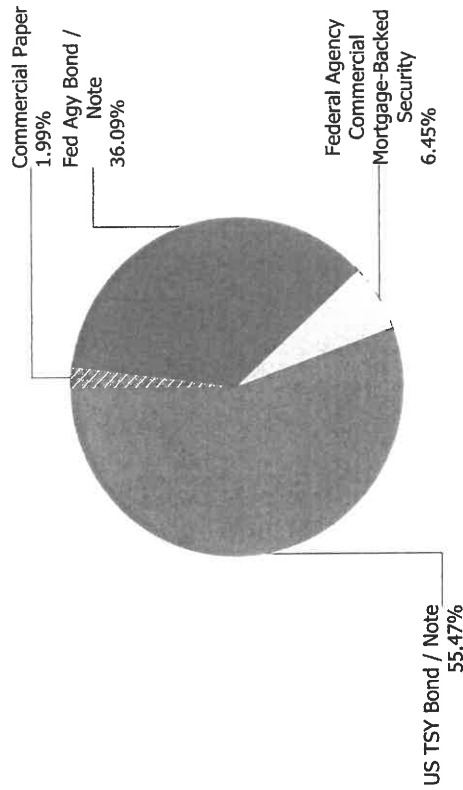
Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	9,615,000.00	9,761,903.96	55.47
Federal Agency Commercial Mortgage-Backed Security	1,103,283.58	1,134,223.82	6.45
Federal Agency Bond / Note	6,290,000.00	6,350,908.24	36.09
Commercial Paper	350,000.00	349,976.20	1.99
Managed Account Sub-Total	17,358,283.58	17,597,012.22	100.00%
Accrued Interest		47,496.21	
Total Portfolio	17,358,283.58	17,644,508.43	

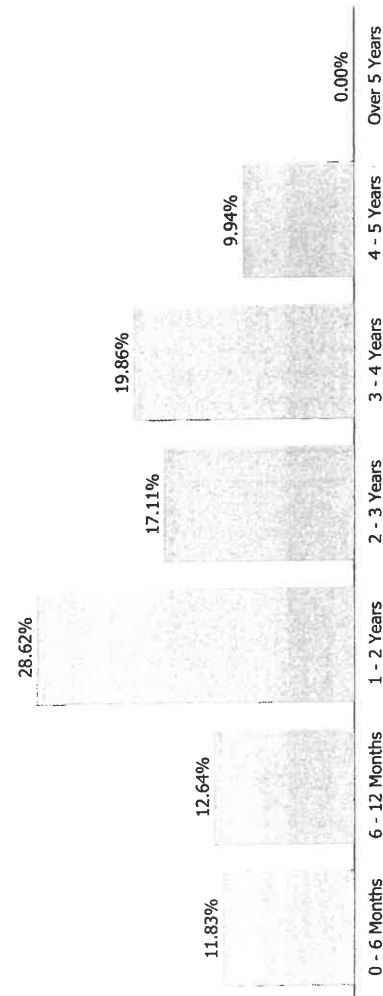
Unsettled Trades

108

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	1.15%
Yield to Maturity at Market	0.43%
Weighted Average Days to Maturity	780

Item 9
Attachment 2



Managed Account Issuer Summary

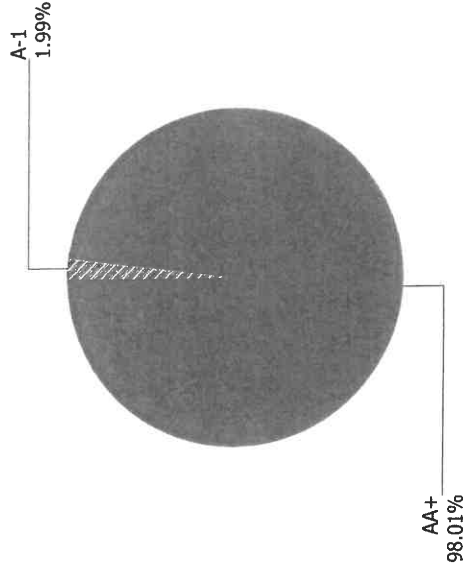
For the Month Ending September 30, 2021

CITY OF SUISUN CITY - 82140100

Issuer Summary

Issuer	Market Value of Holdings	Percent
FANNIE MAE	2,276,896.53	12.94
FEDERAL FARM CREDIT BANKS	409,999.84	2.33
FEDERAL HOME LOAN BANKS	1,788,720.69	10.16
FREDDIE MAC	3,009,515.00	17.10
SUMITOMO MITSUI TRUST HOLDINGS INC	349,976.20	1.99
UNITED STATES TREASURY	9,761,903.96	55.48
Total	\$17,597,012.22	100.00%

Credit Quality (S&P Ratings)



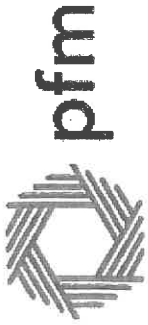


CITY OF SUISUN CITY - 82140100

Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES	DTD 10/31/2016 1.250% 10/31/2021	912828T67	250,000.00	AA+	Aaa	08/30/17	08/31/17	246,074.22	1.64	1,307.74	249,922.62	250,195.30
US TREASURY NOTES	DTD 10/31/2014 2.000% 10/31/2021	912828F96	450,000.00	AA+	Aaa	04/03/17	04/06/17	452,759.77	1.86	3,766.30	450,049.61	450,703.13
US TREASURY NOTES	DTD 11/15/2018 2.875% 11/15/2021	9128285L0	275,000.00	AA+	Aaa	10/27/20	10/27/20	282,906.25	0.14	2,986.33	275,926.51	275,945.31
US TREASURY NOTES	DTD 02/02/2015 1.500% 01/31/2022	912828H86	350,000.00	AA+	Aaa	07/05/17	07/07/17	344,244.14	1.88	884.51	349,579.26	351,695.33
US TREASURY NOTES	DTD 04/15/2019 2.250% 04/15/2022	9128286M7	135,000.00	AA+	Aaa	10/28/19	10/31/19	136,850.98	1.68	1,402.56	135,404.45	136,582.04
US TREASURY NOTES	DTD 07/31/2017 1.875% 07/31/2022	912828P4	35,000.00	AA+	Aaa	11/01/17	11/03/17	34,760.74	2.03	110.56	34,958.12	35,519.53
US TREASURY NOTES	DTD 07/31/2015 2.000% 07/31/2022	912828X08	65,000.00	AA+	Aaa	08/01/19	08/05/19	65,350.39	1.81	219.02	65,097.31	66,025.78
US TREASURY NOTES	DTD 07/31/2020 0.125% 07/31/2022	91282CAC5	170,000.00	AA+	Aaa	10/07/20	10/08/20	169,907.03	0.16	35.80	169,957.38	170,053.13
US TREASURY NOTES	DTD 07/31/2017 1.875% 07/31/2022	912828P4	400,000.00	AA+	Aaa	01/02/18	01/04/18	394,062.50	2.22	1,263.59	398,922.07	405,937.52
US TREASURY NOTES	DTD 09/30/2015 1.750% 09/30/2022	912828L57	300,000.00	AA+	Aaa	06/04/18	06/06/18	288,023.44	2.74	14.42	297,235.59	304,921.86
US TREASURY NOTES	DTD 10/15/2019 1.375% 10/15/2022	912828YK0	125,000.00	AA+	Aaa	06/01/20	06/03/20	128,535.16	0.18	793.63	126,550.72	126,640.63
US TREASURY NOTES	DTD 12/31/2015 2.125% 12/31/2022	912828N30	575,000.00	AA+	Aaa	01/30/19	01/31/19	565,880.86	2.55	3,087.89	572,092.08	589,195.31
US TREASURY NOTES	DTD 01/15/2020 1.500% 01/15/2023	912828Z29	150,000.00	AA+	Aaa	02/03/20	02/05/20	150,703.13	1.34	476.90	150,308.07	152,611.57
US TREASURY NOTES	DTD 02/01/2016 1.750% 01/31/2023	912828P38	100,000.00	AA+	Aaa	11/01/18	11/06/18	95,230.47	2.96	294.84	98,498.54	102,119.38



Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

CITY OF SUISUN CITY - 82140100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES	DTD 01/31/2021 0.125% 01/31/2023	91282CBG5	AA+	Aaa	08/26/21	08/31/21	119,953.13	0.15	25.27	119,955.93	119,962.50
US TREASURY NOTES	DTD 02/29/2016 1.500% 02/28/2023	912828P79	AA+	Aaa	12/28/20	12/31/20	236,765.23	0.14	295.44	234,415.83	234,312.50
US TREASURY NOTES	DTD 03/31/2016 1.500% 03/31/2023	912828O29	AA+	Aaa	05/01/18	05/02/18	94,000.00	2.82	4.12	98,173.91	101,968.75
US TREASURY NOTES	DTD 04/30/2018 2.750% 04/30/2023	9128284L1	AA+	Aaa	09/27/19	09/30/19	150,698.05	1.62	1,668.68	147,509.23	150,822.65
US TREASURY NOTES	DTD 09/30/2016 1.375% 09/30/2023	912828T26	AA+	Aaa	08/24/21	08/25/21	424,710.35	0.26	15.67	424,241.31	424,013.30
US TREASURY NOTES	DTD 09/30/2016 1.375% 09/30/2023	912828T26	AA+	Aaa	06/03/19	06/05/19	489,238.28	1.90	18.89	495,028.33	510,859.40
US TREASURY NOTES	DTD 02/28/2019 2.375% 02/29/2024	9128286G0	AA+	Aaa	08/11/21	08/12/21	336,487.50	0.35	650.83	335,602.03	335,300.00
US TREASURY NOTES	DTD 03/31/2017 2.125% 03/31/2024	912828W71	AA+	Aaa	08/01/19	08/05/19	197,620.31	1.82	11.38	196,405.72	203,317.96
US TREASURY NOTES	DTD 05/01/2017 2.000% 04/30/2024	912828X70	AA+	Aaa	05/03/19	05/06/19	245,830.08	2.36	2,092.39	247,842.91	260,156.25
US TREASURY NOTES	DTD 05/15/2014 2.500% 05/15/2024	912828WJ5	AA+	Aaa	09/27/19	09/30/19	447,048.83	1.61	4,060.46	439,659.99	453,246.88
US TREASURY NOTES	DTD 06/30/2017 2.000% 06/30/2024	912828XX3	AA+	Aaa	03/30/21	03/31/21	357,385.16	0.42	1,718.48	354,690.24	354,290.61
US TREASURY N/B NOTES	DTD 07/15/2021 0.375% 07/15/2024	91282CCCL3	AA+	Aaa	08/02/21	08/04/21	425,581.05	0.33	337.81	425,549.73	423,804.69
US TREASURY NOTES	DTD 08/15/2014 2.375% 08/15/2024	912828D56	AA+	Aaa	08/29/19	08/30/19	303,095.31	1.43	879.65	297,581.11	305,521.50
US TREASURY NOTES	DTD 10/02/2017 2.125% 09/30/2024	9128282Y5	AA+	Aaa	12/02/19	12/04/19	209,212.11	1.68	11.97	207,617.63	214,758.52

PFM Asset Management LLC

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Account 82140100 Page 5



Attachment 2
Item 9



For the Month Ending September 30, 2021

Managed Account Detail of Securities Held

CITY OF SUISUN CITY - 82140100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note												
US TREASURY NOTES	DTD 11/30/2017 2.125% 11/30/2024	9128283J7	135,000.00	AA+	Aaa	01/02/20	01/06/20	137,926.76	1.66	964.09	136,890.13	141,602.34
US TREASURY NOTES	DTD 12/31/2019 1.750% 12/31/2024	912828Y00	275,000.00	AA+	Aaa	10/27/20	10/27/20	291,736.33	0.28	1,216.20	288,018.36	285,355.46
US TREASURY NOTES	DTD 01/31/2018 2.500% 01/31/2025	9128283V0	30,000.00	AA+	Aaa	02/03/20	02/05/20	31,639.45	1.36	126.36	31,095.97	31,875.00
US TREASURY NOTES	DTD 07/31/2020 0.250% 07/31/2025	91282CAB7	200,000.00	AA+	Aaa	08/02/21	08/04/21	197,843.75	0.52	84.24	197,929.59	196,187.50
US TREASURY NOTES	DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	250,000.00	AA+	Aaa	03/30/21	03/31/21	243,710.94	0.81	261.55	244,401.80	244,296.88
US TREASURY NOTES	DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	150,000.00	AA+	Aaa	05/04/21	05/06/21	147,462.89	0.75	142.15	147,683.77	147,000.00
US TREASURY NOTES	DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	300,000.00	AA+	Aaa	06/02/21	06/07/21	295,593.75	0.70	284.31	295,900.18	294,000.00
US TREASURY NOTES	DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	325,000.00	AA+	Aaa	07/01/21	07/07/21	318,614.26	0.82	308.00	318,949.53	318,500.00
US TREASURY NOTES	DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	355,000.00	AA+	Aaa	01/29/21	02/02/21	354,237.30	0.42	336.43	354,339.82	347,900.00
US TREASURY NOTES	DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	250,000.00	AA+	Aaa	03/01/21	03/03/21	246,162.11	0.69	157.95	246,615.39	244,648.45

Security Type Sub-Total	9,615,000.00	9,657,842.01	1.26	32,316.41	9,660,600.77	9,761,903.96
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Federal Agency Commercial Mortgage-Backed Security

FHLMC MULTIFAMILY STRUCTURED P	DTD 05/01/2015 2.791% 01/01/2022	3137BHX8	155,923.15	AA+	Aaa	05/16/19	05/21/19	156,897.67	2.54	362.65	156,016.93	156,460.31
FHLMC SERIES K721 A2	DTD 12/01/2015 3.090% 08/01/2022	3137BM6P6	152,365.93	AA+	Aaa	04/04/18	04/09/18	153,663.42	2.88	392.34	152,616.37	154,661.26
FNA 2013-M7 A2	DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	61,139.25	AA+	Aaa	09/04/19	09/09/19	61,940.24	1.86	116.16	61,428.67	61,861.00

PFM Asset Management LLC

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Attachment 2
Item 9



Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

CITY OF SUISUN CITY - 82140100

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Commercial Mortgage-Backed Security											
FHLMC SERIES K032 A1	DTD 09/01/2013 3.016% 02/01/2023	3137B4GX8	AA+	Aaa	06/13/18	06/18/18	23,383.64	2.96	58.63	23,344.12	23,701.15
FHLMC MULTIFAMILY STRUCTURED P	DTD 11/01/2013 2.669% 02/01/2023	3137B5JL8	AA+	Aaa	06/13/18	06/18/18	23,393.79	2.79	52.30	23,479.35	23,803.02
FHMS KP05 A	DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	AA+	Aaa	12/07/18	12/17/18	8,404.50	3.20	22.43	8,404.51	8,626.78
FHMS K724 A2	DTD 01/01/2017 3.062% 11/01/2023	3137BTU25	AA+	Aaa	01/28/21	02/02/21	96,078.52	0.58	229.65	94,616.52	93,275.41
FHMS K043 A2	DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	AA+	Aaa	03/19/20	03/25/20	409,317.19	1.95	995.15	403,054.90	415,463.69
FHMS K330 A1	DTD 07/01/2020 0.526% 01/01/2025	3137FUZN7	AA+	Aaa	07/23/20	07/30/20	139,661.00	0.53	61.22	139,661.69	138,392.53
FHMS K332 A1	DTD 11/01/2020 0.516% 06/01/2025	3137F72U8	AA+	Aaa	11/18/20	11/30/20	58,944.71	0.52	25.35	58,944.75	58,033.63

Security Type Sub-Total 1,103,283.58 1,131,684.68 1.84 2,315.88 1,121,567.81 1,134,223.82

Federal Agency Bond / Note											
FHLB NOTES	DTD 02/17/2012 2.250% 03/11/2022	313378CR0	AA+	Aaa	03/27/20	03/30/20	253,533.35	0.45	306.25	246,932.31	247,354.70
FEDERAL FARM CREDIT BANK NOTES	DTD 05/06/2020 0.250% 05/06/2022	3133ELYR9	AA+	Aaa	04/30/20	05/06/20	219,720.60	0.31	221.53	219,916.95	220,188.32
FEDERAL HOME LOAN BANK NOTES	DTD 06/12/2020 0.250% 06/03/2022	3130AJP07	AA+	Aaa	06/11/20	06/12/20	159,977.60	0.26	131.11	159,992.39	160,143.36
FREDDIE MAC NOTES	DTD 06/08/2020 0.250% 06/08/2022	3134GVJ66	AA+	Aaa	06/04/20	06/08/20	99,952.00	0.27	78.47	99,983.56	100,091.40
FEDERAL HOME LOAN BANKS NOTES	DTD 06/12/2015 2.375% 06/10/2022	3130A5P45	AA+	Aaa	07/01/19	07/03/19	370,745.10	1.82	2,672.86	366,349.27	370,877.29

Attachment 2

Item 9



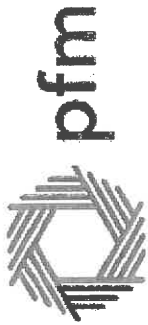


CITY OF SUISUN CITY - 82140100

Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 07/23/2020 0.125% 07/25/2022	3137EAE12	100,000.00	AA+	Aaa	07/21/20	07/23/20	99,774.00	0.24	22.92	99,908.30	99,998.70
FEDERAL FARM CREDIT BANK NOTES DTD 02/03/2021 0.125% 02/03/2023	3133EMPH9	190,000.00	AA+	Aaa	01/26/21	02/03/21	189,893.60	0.15	38.26	189,928.58	189,811.52
FEDERAL HOME LOAN BANKS NOTES DTD 02/21/2020 1.375% 02/17/2023	3130AJ7E3	170,000.00	AA+	Aaa	02/20/20	02/21/20	169,687.20	1.44	285.69	169,855.63	172,748.56
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	170,000.00	AA+	Aaa	04/17/20	04/20/20	169,575.00	0.46	285.10	169,780.32	170,410.21
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAE66	190,000.00	AA+	Aaa	05/05/20	05/07/20	189,920.20	0.39	288.96	189,957.58	190,440.42
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G0403	255,000.00	AA+	Aaa	05/20/20	05/22/20	254,232.45	0.35	228.44	254,580.83	255,086.70
FEDERAL HOME LOAN BANK DTD 07/12/2013 3.250% 06/09/2023	313383OR5	250,000.00	AA+	Aaa	07/01/19	07/03/19	263,445.00	1.83	2,527.78	255,763.48	262,678.25
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAE54	225,000.00	AA+	Aaa	06/24/20	06/26/20	224,343.00	0.35	148.44	224,620.20	225,041.85
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	160,000.00	AA+	Aaa	07/08/20	07/10/20	159,656.00	0.32	90.00	159,796.74	160,016.00
FANNIE MAE NOTES (CALLABLE) DTD 08/10/2020 0.300% 08/10/2023	3135G05R0	160,000.00	AA+	Aaa	08/11/20	08/12/20	159,712.00	0.36	68.00	159,821.35	159,939.04
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	110,000.00	AA+	Aaa	09/02/20	09/04/20	110,020.09	0.24	17.57	110,012.92	109,927.07
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	140,000.00	AA+	Aaa	09/02/20	09/04/20	139,953.80	0.26	22.36	139,970.28	139,907.18
FEDERAL HOME LOAN BANK NOTES DTD 08/28/2013 3.375% 09/08/2023	313383Y14	150,000.00	AA+	Aaa	12/04/18	12/06/18	152,609.40	2.98	323.44	151,062.09	158,944.50
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	200,000.00	AA+	Aaa	09/12/18	09/14/18	199,180.00	2.96	303.47	199,680.36	210,031.00



Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

CITY OF SUISUN CITY - 82140100

Security Type/Description

Dated Date/Coupon/Maturity

CUSIP

Federal Agency Bond / Note

S&P
Rating

Moody's
Rating

Trade
Date

Settle
Date

Original
Cost

YTM
at Cost

Accrued
Interest

Amortized
Cost

Market
Value

FREDDIE MAC NOTES DTD 10/16/2020 0.125% 10/16/2023	3137EAEY1	95,000.00	AA+	Aaa	10/14/20	10/16/20	94,645.65	0.25	54.43	94,758.91	94,653.44
FANNIE MAE NOTES DTD 11/25/2020 0.250% 11/27/2023	3135G06H1	155,000.00	AA+	Aaa	11/23/20	11/25/20	154,823.30	0.29	133.47	154,873.23	154,752.62
FREDDIE MAC NOTES DTD 12/04/2020 0.250% 12/04/2023	3137EAF2	70,000.00	AA+	Aaa	12/02/20	12/04/20	69,930.70	0.28	56.88	69,949.75	69,856.99
FHLB BONDS DTD 02/15/2019 2.500% 02/13/2024	3130AFW94	250,000.00	AA+	Aaa	02/14/19	02/15/19	249,115.00	2.58	833.33	249,580.30	262,448.25
FANNIE MAE NOTES DTD 01/10/2020 1.625% 01/07/2025	3135G0X24	290,000.00	AA+	Aaa	01/08/20	01/10/20	289,074.90	1.69	1,099.58	289,394.42	299,654.39
FREDDIE MAC NOTES DTD 02/14/2020 1.500% 02/12/2025	3137EAE0	150,000.00	AA+	Aaa	06/01/20	06/03/20	156,963.00	0.50	306.25	154,993.87	154,466.70
FREDDIE MAC NOTES DTD 02/14/2020 1.500% 02/12/2025	3137EAE0	250,000.00	AA+	Aaa	02/13/20	02/14/20	249,807.50	1.52	510.42	249,870.26	257,444.50
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	120,000.00	AA+	Aaa	04/15/20	04/16/20	119,404.80	0.60	278.33	119,578.73	119,311.80
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	130,000.00	AA+	Aaa	04/22/20	04/24/20	129,732.20	0.67	358.85	129,809.28	129,820.34
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	170,000.00	AA+	Aaa	06/17/20	06/19/20	169,648.10	0.54	245.56	169,738.58	168,729.42
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	295,000.00	AA+	Aaa	07/10/20	07/13/20	295,522.15	0.46	426.11	295,393.06	292,795.17
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	100,000.00	AA+	Aaa	07/21/20	07/23/20	99,502.00	0.48	72.92	99,620.77	98,468.60
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	235,000.00	AA+	Aaa	08/25/20	08/27/20	233,900.20	0.47	88.13	234,141.38	231,400.16
FEDERAL HOME LOAN BANK NOTES DTD 09/11/2020 0.375% 09/04/2025	3130AK5E2	35,000.00	AA+	Aaa	09/10/20	09/11/20	34,895.00	0.44	9.84	34,917.22	34,350.98

PFM Asset Management LLC

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Attachment 2
Item 9



CITY OF SUISUN CITY - 82140100

Managed Account Detail of Securities Held

For the Month Ending September 30, 2021

Security Type/Description	Dated Date/Coupon/Maturity	CUSIP	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES		3137EAEX3	AA+	Aaa	09/23/20	09/25/20	229,307.70	0.44	19.17	229,448.51	226,410.16
DTD 09/25/2020 0.375% 09/23/2025											
FANNIE MAE NOTES		3135G06G3	AA+	Aaa	11/09/20	11/12/20	154,445.10	0.57	310.00	154,543.53	152,730.65
DTD 11/12/2020 0.500% 11/07/2025											
Security Type Sub-Total			6,290,000.00				6,316,647.69	0.91	12,863.92	6,298,524.94 ✓	6,350,908.24 ✓
Commercial Paper											
SUMITOMO MITSUI TRUST NY COMM PAPER		86563GY14	A-1 ✓	P-1	05/05/21	05/05/21	349,702.50 ✓	0.17	0.00	349,948.76 ✓	349,976.20 ✓
DTD 05/05/2021 0.000% 11/01/2021 ✓											
Security Type Sub-Total			350,000.00				349,702.50	0.17	0.00	349,948.76	349,976.20
Managed Account Sub-Total			17,358,283.58				17,455,876.88	1.15	47,496.21	17,430,642.28	17,597,012.22
Securities Sub-Total			\$17,358,283.58				\$17,455,876.88	1.15%	\$47,496.21	\$17,430,642.28	\$17,597,012.22
Accrued Interest											\$47,496.21
Total Investments											\$17,644,508.43

Item 9
Attachment 2

AGENDA TRANSMITTAL

MEETING DATE: November 16, 2021

JOINT AGENDA ITEM: Joint Resolution No. 2021-___/SA 2021-___: A Joint Resolution of the City Council of City of Suisun City and the Board of Directors of the Successor Agency to the Former Redevelopment Agency of the City Of Suisun City approving the transfer of title for the real property located at 718 Main Street in Suisun City (APN: 0032-141-130) from the City of Suisun City to the Successor Agency.

FISCAL IMPACT: There is no fiscal impact as a result of this action.

STRATEGIC PLAN IMPACT: Develop Sustainable Economy; Provide Good Governance.

BACKGROUND: In 2014, the California Department of Finance (DOF) denied a request to transfer the property to the City after a quitclaim had already been completed. In 2017 the DOF approved the future sale of the property by the Successor Agency which reinforced the need to transfer the property back to the Successor Agency. On September 7, 2021, the Successor Agency of the Former Redevelopment Agency of the City of Suisun City took action to declare the property located at 718 Main Street (APN: 0032-141-130) as surplus.

STAFF REPORT: Following the September 7, 2021, action, it was determined that title of the property was still in the name of the City versus the Successor Agency which needs to be corrected prior to disposal of the property. To accomplish this, the City Council and Successor Agency are being asked to adopt a resolution to approve the transfer of the property through a quitclaim.

STAFF RECOMMENDATION: It is recommended that the City Council and Successor Agency adopt:

Joint Resolution No. 2021-___/SA 2021-___: A Joint Resolution of the City Council of City of Suisun City and the Board of Directors of the Successor Agency to the Former Redevelopment Agency of the City Of Suisun City approving the transfer of title for the real property located at 718 Main Street in Suisun City (APN: 0032-141-130) from the City of Suisun City to the Successor Agency.

ATTACHMENTS:

1. Joint Resolution No. 2021-___/SA 2021-___: A Joint Resolution of the City Council of City of Suisun City and the Board of Directors of the Successor Agency to the Former Redevelopment Agency of the City Of Suisun City approving the transfer of title for the real property located at 718 Main Street in Suisun City (APN: 0032-141-130) from the City of Suisun City to the Successor Agency.

PREPARED BY:

REVIEWED/APPROVED BY:

John Kearns, Senior Planner
Greg Folsom, Executive Director

- a. Legal Description.
- b. Grant Deed.
- c. Resolution 0B2014-06
- d. Department of Finance letter dated October 16, 2014
- e. Resolution OB 2017-01.
- f. Department of Finance letter dated July 14, 2017.
- g. Quitclaim Deed.

JOINT RESOLUTION NO. 2021-___/SA 2021-___

A JOINT RESOLUTION OF THE CITY COUNCIL OF CITY OF SUISUN CITY AND THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY APPROVING THE TRANSFER OF TITLE FOR THE REAL PROPERTY LOCATED AT 718 MAIN STREET IN SUISUN CITY (APN: 0032-141-130) FROM THE CITY OF SUISUN CITY TO THE SUCCESSOR AGENCY

WHEREAS, on March 8, 2011, the Redevelopment Agency of the City of Suisun City (“**RDA**”) transferred certain real property identified as Assessor’s Parcel Number 0032-141-130, consisting of approximately 8,498 square feet, which is referred to as the Lawler House, and is located at 718 Main Street, in the City of Suisun City, County of Solano, State of California, legally described on Exhibit A (Property), to the City of Suisun City for governmental use by that certain grant deed recorded on March 9, 2011 as Instrument No. 201100020717 in the Official Records of the County of Solano, State of California (a copy of which is attached hereto as Exhibit B).

WHEREAS, the RDA was dissolved by law as of February 1, 2012 in accordance with state law and, as provided in the California Health and Safety Code, the City Council elected to serve as the Successor Agency to the former RDA (**Successor Agency**).

WHEREAS, on or about June 27, 2014, the Suisun City Oversight Board of the Successor Agency (**Oversight Board**) adopted Resolution No. OB2014-06, approving the transfer of 39 governmental assets from the Successor Agency to the City (a copy of which is attached hereto as Exhibit C).

WHEREAS, on or about October 16, 2014, the California Department of Finance (**DOF**) partially approved Resolution No. OB2014-06, but the transfer of the Lawler House was not approved (a copy of which is attached as Exhibit D).

WHEREAS, on February 23, 2017, the Oversight Board adopted Resolution No OB 2017-01, approving the transfer of RDA properties to the City for governmental purpose, including the Property (a copy of which is attached hereto as Exhibit E).

WHEREAS, on or about July 14, 2017, the DOF completed its review of Resolution No. OB107-01, and informed the Successor Agency by letter of its determination that the transfer of the Property to the City was not approved by the DOF (a copy of which is attached hereto and incorporated herein by this reference as Exhibit F).

WHEREAS, the Property was never transferred back to the Successor Agency, and the City now desires to effect the transfer of the Property back to the Successor Agency via quitclaim deed, and the Successor Agency desires to accept the transfer of the Property, in compliance with the DOF’s determination.

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Successor Agency and the City Council to the City hereby find, determine and resolve as follows:

Section 1. The recitals above are true and correct, and incorporated herein by reference.

Section 2. The City hereby approves the transfer, by executing a quitclaim deed of the Property (attached to this resolution and identified as Exhibit G) to the Successor Agency.

Section 3. The Successor Agency hereby accepts the transfer, via a quitclaim deed a quitclaim deed of the Property (attached to this resolution and identified as Exhibit G) from the City.

Section 4. The City Manager/Agency Executive Director and Mayor/Successor Agency Board Chair and the City Clerk/Agency Secretary and the Deputy City Clerk are authorized to sign the quitclaim deed and certificate of acceptance to accomplish the transfer of ownership described above to the Successor Agency.

Section 5. The City Clerk/Agency Secretary and the Deputy City Clerk are directed to submit the signed quitclaim deed to the Office of the Solano County Recorder for recordation.

Section 6. The City Manager/Agency Executive Director is authorized to make corrections, if any, to the signed quitclaim deed as required by the Solano County Recorder and to take all actions and approve all documents in a form approved by the Agency Counsel/City Attorney, as may be necessary to effect the intent of this Joint Resolution.

Section 6. This Joint Resolution shall be effective upon its adoption. The City Clerk/Agency Secretary shall certify to the adoption to this Resolution.

PASSED, APPROVED, and ADOPTED at a joint regular of the City Council of the City of Suisun City and the Successor Agency Board of the Redevelopment Agency of the City of Suisun City duly held on Tuesday, November 16, 2021 by the following vote:

AYES:	Council/Board Members:	_____
NOES:	Council/Board Members:	_____
ABSENT:	Council/Board Members:	_____
ABSTAIN:	Council/Board Members:	_____

WITNESS my hand and the seal of City Council and Successor Agency the 16th day of November 2021:

Anita Skinner
City Clerk/Agency Secretary

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Suisun City, County of Solano, State of California
legally described as follows:

Parcel One:

Lot 8, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67 of Maps, at
Page 72, Solano County Records.

Parcel Two:

A non-exclusive easement for public access, parking and public service appurtenant to Parcel One above,
over and across Lot B, as shown on the Map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67
of Maps, Page 72, Solano County Records.

APN: 0032-141-130

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EXHIBIT B

**Grant deed recorded on March 9, 2011 as Instrument No. 201100020717 in the Official
Records of the County of Solano, State of California.**

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GRANT DEED TO CITY

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585
Attn: City Manager

Recorded in Official Records, Solano County

Marc C. Tonnesen
Assessor/Recorder

3/09/2011
9:14 AM
AR49
06

P CITY OF SUISUN

Doc#: 201100020717

Titles: 1 Pages: 6



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the SUISUN CITY REDEVELOPMENT AGENCY, a public body corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CITY OF SUISUN CITY, herein called "Grantee," the real property referred to as Assessor's Parcel No.0032-141-130, hereinafter referred to as the "Site," in the City of Suisun City, County of Solano, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.

2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

(c) **Contracts:** In contracts the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."


3. Covenants to Run With the Land.

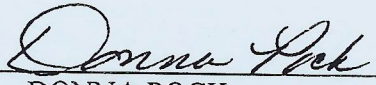
The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the date first above written.

"GRANTOR"

SUISUN CITY REDEVELOPMENT AGENCY
a public body, corporate and politic

By: 
SUZANNE BRAGDON
Executive Director

Attested
By: 
DONNA POCK
Deputy Agency Secretary

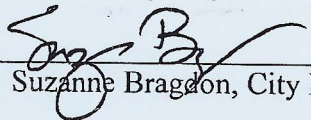
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about March 8, 2011, from the Redevelopment Agency of the City of Suisun City to the City of Suisun is hereby accepted by the undersigned officer on behalf of the City of Suisun pursuant to authority conferred by the City Council of the City of Suisun pursuant to the Agreement For The Transfer Of Certain Properties Owned By The Redevelopment Agency Of The City Of Suisun City To The City Of Suisun City And The Housing Authority Of the City of Suisun City to Act and the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to the California Community Redevelopment Law approved on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

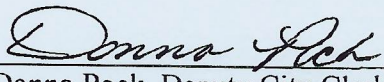
Dated: March 8, 2011

GRANTEE:

CITY OF SUISUN CITY

By: 
Suzanne Bragdon, City Manager

ATTEST:


Donna Pock, Deputy City Clerk

ACKNOWLEDGMENT

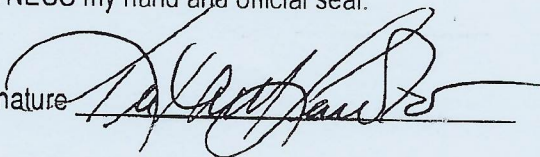
STATE OF CALIFORNIA)
)
COUNTY OF SOLANO)

On March 8, 2011, before me, Kathy M. Lawton, a Notary Public, personally appeared Suzanne Bragdon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)

ATTACHMENT NO. 1
LEGAL DESCRIPTION OF THE SITE

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF SUISUN CITY, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOT 8, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, AT PAGE 72, SOLANO COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PUBLIC ACCESS, PARKING AND PUBLIC SERVICE APPURTENANT TO PARCEL ONE ABOVE, OVER AND ACROSS LOT B, AS SHOWN ON THE MAP OF SUISUN HARBOR PLAZA UNIT II, FILED DECEMBER 5, 1997 IN BOOK 67 OF MAPS, PAGE 72, SOLANO COUNTY RECORDS.

APN: 0032-141-130

**END OF
DOCUMENT**

EXHIBIT C

Resolution No. OB2014-06

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RESOLUTION NO. OB 2014-06

**A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY
RATIFYING THE TRANSFER OF GOVERNMENTAL PURPOSE ASSETS TO THE
CITY OF SUISUN CITY**

WHEREAS, the California State Legislature enacted Assembly Bill 1X26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, pursuant to Health and Safety Code Section 34173, the City Council of the City of Suisun City (the "City Council") declared that the City of Suisun City (the "City") would act as successor agency (the "Successor Agency") for the dissolved Redevelopment Agency of the City of Suisun City (the "Dissolved RDA") effective February 1, 2012; and

WHEREAS, pursuant to AB 1484 ("AB 1484"), enacted June 27, 2012, to amend various provisions of the Dissolution Act, the Successor Agency is now declared to be a separate legal entity from the City; and

WHEREAS, the Dissolution Act provides for the appointment of an oversight board (the "Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code Section 34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code Section 34181; and

WHEREAS, Health and Safety Code Section 34181(a) provides the Oversight Board may direct the Successor Agency to transfer ownership of an asset that was constructed and used for a governmental purpose to the appropriate jurisdiction; and

WHEREAS, Health and Safety Code Sections 34191.3 and 34191.5 suspended the requirements of Section 34181(a) pending the preparation of a long range property management plan pursuant to Section 34191.5, except for transfers of property for a governmental use; and

1 **WHEREAS**, prior to and following enactment of the Dissolution Act the former
2 Redevelopment Agency transferred various assets to the City of Suisun City that were
3 constructed and used for a governmental purpose; and

4 **WHEREAS**, the State Controller conducted its Asset Transfer Review under the
5 Dissolution Act, and released its report dated February 2014, which concluded the
6 governmental purpose assets were not properly transferred to the appropriate public
7 jurisdiction; and

8 **WHEREAS**, the State Controller has indicated a resolution of the Oversight Board
9 ratifying the Governmental Purpose Asset Transfers and subsequent review and approval by
10 the DOF would correct the related findings noted in the State Controllers Asset Transfer
11 Review; and

12 **WHEREAS**, the assets identified on Exhibit A (the "Governmental Purpose Assets")
13 attached hereto were found by the Oversight Board to have been constructed for and/or used
14 for a governmental purpose.

15 **NOW, THEREFORE, BE IT RESOLVED** that the above recitals are true and
16 correct.

17 **BE IT FURTHER RESOLVED**, the Oversight Board hereby ratifies the transfer of
18 the Governmental Purpose Assets identified in Exhibit A, attached hereto, to the City of
19 Suisun City.

20 **BE IT FURTHER RESOLVED**, that the Oversight Board authorizes and directs the
21 Successor Agency staff to provide the DOF with written notice and information regarding the
22 action taken by the Oversight Board pursuant to this resolution. Such notice and information
23 shall be provided by electronic means and in a manner of the DOF's choosing.
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1 **PASSED AND ADOPTED** at a regular meeting of the Oversight Board to the
2 Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Friday,
3 June 27, 2014, by the following vote:

4 **AYES:** BOARDMEMBERS: Kearns, Sheldon, Thurston, Sanchez
5 **NOES:** BOARDMEMBERS: None
6 **ABSENT:** BOARDMEMBERS: Spering
7 **ABSTAIN:** BOARDMEMBERS: None

8 **WITNESS** my hand and the seal of the City of Suisun City this 27th of June, 2014.

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10 Donna Pock, CMC
11 Deputy Secretary
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EXHIBIT A
Suisun City Redevelopment Agency
Governmental Purpose Assets

Assets	Description	Value In SCD Review	Governmental Purpose
Capital Assets- Land			
0032-020-240	Train Station	134,118	Public Transit
0032-051-010	Train Station Plaza/Parking	154,820	Public Transit
0032-051-080	Train Station Plaza/Parking	22,353	Public Transit
0032-051-100	Train Station/Parking Lot	28,235	Public Transit
0032-091-030	North-Eastern Waterfront Promenade (Day Park)/Under Water	-	Coastal Access and Public Marina Facilities
0032-091-080	North-Eastern Corner of Sacramento & Main Street Parking/Public Promenade	91,777	Coastal Access and Public Marina Facilities
0032-091-160	East side of Waterfront Public Promenade	10,588	Coastal Access and Public Marina Facilities
0032-091-210	South-Eastern Corner of Driftwood & Main St Parking/Public Promenade	37,647	Coastal Access and Public Marina Facilities
0032-091-230	Sheldon Plaza/Under Water	504,471	Coastal Access and Public Marina Facilities
0032-141-130	Lawler House	539,675	Civic Arts and Culture
0032-141-140	Harbor Theatre	403,798	Civic Arts and Culture
0032-141-160	Courtyard	-	Public Space/Park Area
0032-141-170	Parking lot behind Lawler House	-	Public Parking Lot
0032-141-180	Parking lot in front of Harbor Theatre	-	Public Parking Lot
0032-142-230	Parking lot along Kellogg/Public Promenade	-	Public Parking Lot
0032-142-260	Harbor Master/Parking/Public Promenade	90,588	Public Parking Lot
0032-142-270	Parking lot in front of Atheon Grill	112,943	Coastal Access and Public Marina Facilities
0032-142-290	Public Promenade	18,824	Public Parking Lot
0032-172-080	Promenade along Delta Cove	156,471	Coastal Access and Public Marina Facilities
0032-172-090	Promenade along Delta Cove	45,882	Coastal Access and Public Marina Facilities
0032-172-220	Gazabo in Delt Cove	60,000	Coastal Access and Public Marina Facilities
0032-172-330	Promenade along Delta Cove	9,412	Public Space/Park Area
0032-172-340	Promenade along Delta Cove	5,882	Coastal Access and Public Marina Facilities
0032-180-410	South of SID pump station	353	Coastal Access and Public Marina Facilities
0032-180-610	South-East of SID pump station	422,353	Coastal Access and Public Marina Facilities
0032-200-320	Boat Launch Parking/Excess Land	-	Coastal Access and Public Marina Facilities
0032-200-330	Cal Marine Building	364,706	Coastal Access and Public Marina Facilities
0032-210-010	Peirce Island	100,000	Coastal Access and Public Marina Facilities
0032-230-280	Union Pacific Acquisition	8,176,471	Coastal Access and Public Marina Facilities
0032-471-030	Harbor Park	86,851	Public Space/Park Area
0032-472-170	Park in Harbor Park	7,059	Public Space/Park Area
0032-473-020	Harbor Park	158,424	Public Space/Park Area
0032-474-080	Harbor Park	7,059	Public Space/Park Area
0032-474-090	Harbor Park	94,118	Public Space/Park Area
0032-474-220	Harbor Park	35,294	Public Space/Park Area
0032-474-230	Harbor Park	37,647	Public Space/Park Area
0032-474-240	Harbor Park	10,588	Public Space/Park Area
0032-051-010	RAIL STATION PLAZA ,0.10 ACRES	11,765	Public Space/Park Area
		183,569	Public Transit
Capital Assets- Buildings/Improvements			
	LAWLER HOUSE REHAB	6,197	Civic Arts and Culture
	BUS SHELTER	6,699	Public Transit
	BUS SHELTER LOT2 & MAIN STREET	6,699	Public Transit
	RAIL STATION	676,432	Public Transit
	RAIL STATION PLATFORM	316,182	Public Transit
	TOWN PLAZA	1,406,725	Public Space/Park Area
	HARBOR THEATRE	1,234,098	Civic Arts and Culture
	MARINA REHAB	6,189,334	Coastal Access and Public Marina Facilities
	MOBILE OFFICE 28X8	5,227	Coastal Access and Public Marina Facilities
	BOAT LAUNCH DOCKS	315,000	Coastal Access and Public Marina Facilities
	BOAT LAUNCH RESTROOM	89,303	Coastal Access and Public Marina Facilities
	RECREATION COMMUNITY CENTER	3,867,184	Rec/Community Center
	DELTA COVE PROMENADE	176,000	Coastal Access and Public Marina Facilities
	TWO GAZEBOs	17,600	Coastal Access and Public Marina Facilities
	LIGHTHOUSE CONSTRUCTION	679,770	Coastal Access and Public Marina Facilities
	ADAM'S MARINE BLDG-1240 KELLOGG	638,295	Coastal Access and Public Marina Facilities
	Sheldon Plaza	1,046,558	Coastal Access and Public Marina Facilities
	PUBLIC ART-TREE SCULPTURES	(666)	Coastal Access and Public Marina Facilities
	LAWLER HOUSE IMPRVTS	49,373	Civic Arts and Culture
	MAIN ST IMPRVMTS + COURTYARD	3,044,122	Public Space/Park Area
	Marina Downtown	274,172	Coastal Access and Public Marina Facilities
	Marina Downtown	513,007	Coastal Access and Public Marina Facilities
	TOTAL	32,767,445	

EXHIBIT D

**October 16, 2014, letter from the California Department of Finance partially approving
Resolution No. OB2014-06**

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October 16, 2014

Mr. Jason Garben, Economic Development Director
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Dear Mr. Garben:

Subject: Oversight Board Action Determinations

The City of Suisun City Successor Agency (Agency) notified the California Department of Finance (Finance) of its June 27, 2014 Oversight Board (OB) Resolution on July 2, 2014. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. OB 2014-06 approving the transfer of 39 governmental purpose assets to the City of Suisun City is partially approved. The following properties are not approved for transfer:

Item No.	Assessor's Parcel Number	Description
7	0032-141-160	Courtyard
10	0032-141-130	Lawler House
13	0032-141-170	Lawler House Parking Lot
17	0032-142-270	Athean Grill Parking Lot
24	0032-180-410	South of Solano Irrigation District (SID) pump station
25	0032-180-610	South East of SID pump station
27	0032-200-330	Cal Marine Building


Only properties currently being used for governmental purpose are eligible for transfer. HSC section 34181 (a) lists governmental purpose assets as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings. The listed properties do not qualify as government purpose. All remaining items (Item Nos. 1 through 6, 8 through 9, 11 through 12, 14 through 16, 18 through 23, 26, and 28 through 39) on OB Resolution No. OB 2014-06 are approved as governmental purpose.

In the event the OB desires to amend the portion of the resolution not approved by Finance, Finance is returning it to the board for reconsideration. However, the Agency can move forward with the portion of the resolution approved by Finance.

This is our determination with respect to the OB action taken.

Please direct inquiries to Wendy Griffe, Supervisor, or Jenny DeAngelis, Lead Analyst at (916) 445-1546.

Sincerely,



JUSTYN HOWARD
Acting Program Budget Manager

cc: Ms. Suzanne Bragdon, City Manager, City of Suisun City
Ms. Simona Padilla- Scholtens, Auditor Controller, Solano County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State
Controller's Office
California State Controller's Office

EXHIBIT E

Resolution No OB 2017-01

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RESOLUTION NO. OB 2017-01

**A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO
THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY
RECONSIDERING AND RATIFYING THE TRANSFER OF CERTAIN
GOVERNMENTAL PURPOSE ASSETS TO THE CITY OF SUISUN CITY AND
DIRECTING THE SUCCESSOR AGENCY TO DISPOSE OF CERTAIN ASSETS**

WHEREAS, the California State Legislature enacted Assembly Bill 1X26 (the "Dissolution Act") to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 et seq.); and

WHEREAS, pursuant to Health and Safety Code §34173, the City Council of the City of Suisun City (the "City Council") declared that the City of Suisun City (the "City") would act as successor agency (the "Successor Agency") for the dissolved Redevelopment Agency of the City of Suisun City (the "Dissolved RDA") effective February 1, 2012; and

WHEREAS, the Dissolution Act provides for the appointment of an oversight board (the "Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Health and Safety Code §34180 and to direct the Successor Agency in certain other actions pursuant to Health and Safety Code §34181; and

WHEREAS, prior to and following enactment of the dissolution laws, the former Redevelopment Agency transferred various assets to the City of Suisun City that were constructed and used for a governmental purpose; and

WHEREAS, Health and Safety Code Section 34181 provides the Oversight Board shall "dispose of all assets and properties of the former redevelopment agency; provided, however, that the oversight board may instead direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, parking facilities and lots dedicated solely to public parking, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset...; and

WHEREAS, on June 24, 2014, the Oversight Board adopted a resolution ratifying the Governmental Purpose Asset transfers; and

WHEREAS, the DOF made a determination disallowing the transfer of seven parcels, identified on Exhibit A, attached hereto, and returned to the Oversight Board for reconsideration; and

1 **WHEREAS**, the Oversight Board reconsidered the properties identified in Exhibit A
2 as part of the Long Range Property Management Plan it approved on November 13, 2015; and

3 **WHEREAS**, the Long Range Property Management Plan was never, and will never
4 be approved by the Department of Finance (DOF) due to litigation that prohibited the
5 necessary Finding of Completion from the DOF; and

6 **WHEREAS**, the Successor Agency adopted a resolution requesting the Oversight
7 Board reconsider certain Governmental Purpose determinations and ratify the transfer of the
8 properties identified in Exhibit A; and

9 **WHEREAS**, the City Adopted a resolution authorizing transfer of certain properties
10 back to the Successor Agency identified in Exhibit A for future sale.

11 **NOW, THEREFORE, BE IT RESOLVED** that the Oversight Board to the
12 Successor Agency does resolve as follows:

13 **Section 1.** The Recitals set forth above are true and correct and incorporated
14 herein by reference.

15 **Section 2.** The Oversight Board hereby ratifies the transfer of certain
16 Governmental Purpose Assets identified in Exhibit A, attached hereto.

17 **Section 3.** The Oversight Board hereby directs the Successor Agency to dispose of
18 the three "Future Sale" parcels identified in Exhibit A, attached hereto.

19 **PASSED AND ADOPTED** at a regular meeting of the Oversight Board to the
20 Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on
21 Thursday, February 23, 2017, by the following vote:

22	AYES:	BOARDMEMBERS:	<u>Guynn, Kearns, Sanchez, Spering</u>
23	NOES:	BOARDMEMBERS:	<u>None</u>
24	ABSENT:	BOARDMEMBERS:	<u>Sheldon, Thurston</u>
25	ABSTAIN:	BOARDMEMBERS:	<u>None</u>

26 **WITNESS** my hand and the seal of the City of Suisun City this 23rd of February, 2017.


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Donna Pock
Deputy Secretary

Exhibit A

	APN	Property Description	Direction
1	0032-141-160	Courtyard	Governmental Purpose
2	0032-141-130	Lawler House	Governmental Purpose
3	0032-141-170	East Kellogg Parking Lot	Governmental Purpose
4	0032-142-270	West Kellogg Parking Lot	Governmental Purpose
5	0032-180-410	South Civic Center	Future Sale
6	0032-180-610	South Civic Center	Future Sale
7	0032-200-330	Marine Sales and Service Facility	Future Sale

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EXHIBIT F

**July 14, 2017, letter from the California Department of Finance partially approving
Resolution No. OB2017-01**

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EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

July 14, 2017

Mr. Jason Garben, Economic Development Director
Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Dear Mr. Garben:

Subject: Oversight Board Action Determination

The Suisun City Successor Agency (Agency) notified the California Department of Finance (Finance) of its Oversight Board (OB) Resolution on April 6, 2017. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. OB 2017-01, approving the transfer of four governmental purpose assets to Suisun City (City) and approving the sale of three properties, is partially approved. The following table outlines our determinations concerning the disposition of the properties:

Assessor's Parcel Number	Description	Disposition	Determination
0032-141-160	Courtyard	Governmental Purpose	Approved
0032-141-130	Lawler House	Governmental Purpose	Denied
0032-141-170	East Kellogg Parking Lot	Governmental Purpose	Approved
0032-142-270	West Kellogg Parking Lot	Governmental Purpose	Approved
0032-180-410	South Civic Center	Future Sale	Approved
0032-180-610	South Civic Center	Future Sale	Approved
0032-200-330	Marine Sales and Service Facility	Future Sale	Approved

HSC section 34181 (a) (1) gives the OB the authority to direct the Agency to transfer ownership of assets that were constructed and used for governmental purposes to the appropriate public jurisdiction. The Courtyard and East and West Kellogg Parking Lots fit the definition of use for governmental purposes; therefore, these properties are approved for transfer to the City. However, our review of the Lawler House property indicates the second floor is leased to four small businesses. Therefore, the property does not meet the definition of use for governmental purposes pursuant to HSC Section 34181 (a) and is ineligible for transfer to the City.

Our approval of the future sale of three properties is based on our understanding the Agency intends to remit the sales proceeds for these properties to the County Auditor-Controller to be distributed to the affected taxing entities. HSC section 34177 (e) directs agencies to dispose of assets expeditiously and in a manner aimed at maximizing value. Therefore, the Agency is

Mr. Jason Garben

July 14, 2017

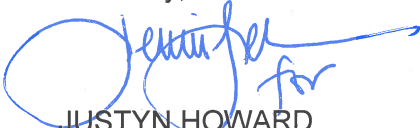
Page 2

encouraged to obtain appraisals to maximize the property value prior to the disposition of these properties. Further, agreements related to the sale of properties should be approved by the OB.

In the event the OB desires to amend the portion of the resolution not approved by Finance, Finance is returning it to the board for reconsideration. However, the Agency may move forward with the portion of the resolution approved by Finance.

Please direct inquiries to Anna Kyumba, Supervisor, or Daisy Rose, Lead Analyst, at (916) 322-2985.

Sincerely,



JUSTYN HOWARD

Program Budget Manager

cc: Ms. Suzanne Bragdon, City Manager, City of Suisun City
Ms. Simona Padilla-Scholtens, Auditor Controller, Solano County

EXHIBIT G

QUITCLAIM OF PROPERTY BY CITY TO SUCCESSOR AGENCY

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**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Successor Agency to Redevelopment
Agency of the City of Suisun City
701 Civic Center Blvd.
Suisun City, California 94585
Attention: Secretary

APNs: 0032-141-130

[SPACE ABOVE FOR RECORDER'S USE ONLY]

Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

The **CITY OF SUISUN CITY**, a municipal corporation ("**Grantor**") hereby remises, releases and forever quitclaims to the **SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY** ("**Grantee**"), any and all Grantor's right, title and interest in that certain real property located in the County of Solano, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference ("**Property**").

RECITALS:

1. On March 8, 2011, the Redevelopment Agency of the City of Suisun City ("**Redevelopment Agency**") transferred the Property to the City of Suisun City by that certain grant deed recorded on March 9, 2011 as Instrument No. 201100020717 in the Official Records of the County of Solano, State of California.
2. Pursuant to Assembly Bill 26, the Redevelopment Agency was dissolved by law on February 1, 2012.
3. On June 27, 2012, Assembly Bill 1484 was enacted and mandated that all real property transferred to a city by a redevelopment agency prior to February 1, 2012 be returned to the successor agency ("**Law**").
4. The purpose of this Quitclaim Deed is to comply with the Law.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers thereunto duly authorized, this ____ day of _____, 2021.

GRANTOR:

CITY OF SUISUN CITY, a municipal
corporation

By: _____
Lori D. Wilson, Mayor

ATTEST:

By: _____
Anita Skinner, City Clerk

Dated: _____, 2021

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Elena Q. Gerli, City Attorney

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 SOLANO)

On _____, 2021 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

SEAL:

**Exhibit A
to Quitclaim Deed**

DESCRIPTION OF THE PROPERTY

That certain real property in the City of Suisun City, County of Solano, State of California legally described as follows:

Parcel One:

Lot 8, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67 of Maps, at Page 72, Solano County Records.

Parcel Two:

A non-exclusive easement for public access, parking and public service appurtenant to Parcel One above, over and across Lot B, as shown on the Map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67 of Maps, Page 72, Solano County Records.

APN: 0032-141-130

**CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)**

This is to certify that the interest in real property conveyed by the CITY OF SUISUN CITY, a municipal corporation as grantor by that certain Quitclaim Deed dated _____, 2021, is hereby accepted by the undersigned officer on behalf of the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, as grantee, pursuant to the authority conferred.

Dated: _____, 2021

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF SUISUN CITY

By: _____
Greg Folsom, Executive Director