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



### CITY COUNCIL MEETING

First and Third Tuesday Every Month

### AGENDA

### SPECIAL 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 1, 2022 5:30 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. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

FACE MASKS ARE RECOMMENDED FOR MEMBERS OF THE PUBLIC 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 <u>clerk@suisun.com</u>
OR 707 421-7302.

ZOOM MEETING INFORMATION: WEBSITE: https://zoom.us/join

MEETING ID: 826 9928 2661 CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4pm) 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.)

### **ROLL CALL**

Council/Board Members

### **CONFLICT OF INTEREST NOTIFICATION**

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

### **PUBLIC COMMENT**

(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.)

### **CLOSED SESSION**

Pursuant to California Government Code Section 54950 the Suisun City Council, Successor Agency and Housing Authority will hold a Closed Session for the purpose of:

### City Council

1. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Discussion of potential initiation of litigation pursuant to Government Code Section 54956.9(c), (d)(4) (2 potential case).

### Suisun City Council Acting as Successor Agency

2. Conference with Real Property Negotiator

Pursuant to California Government Code Section 54956.8., the Suisun City Council Acting as Successor Agency to the Redevelopment Agency of Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers: APN: 0032-141-130, 718

Main Street

Negotiating Party: City Manager

Parties Negotiating: Solano Affordable Housing Foundation

Under Negotiations: Terms and payment

### City Council

3. Conference with Labor Negotiator

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager and City Attorney

Employee organizations:

SCEA (Suisun City Employees' Association)

4. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Discussion of potential significant exposure to litigation pursuant to Government Code Section 54956.9(c), (d)(2) (2 potential cases: One Workers Compensation Claim by Donna Pock; One Workers Compensation Claim by Aaron Leming.).

### **Housing Authority**

5. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8., the Suisun City Housing Authority will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Assessor's Parcel Numbers 0032-101-420 and 0032-102-160.

Negotiating Party: City Manager

Parties Negotiating With: Harbor Park LLC Under Negotiations: Terms and payment

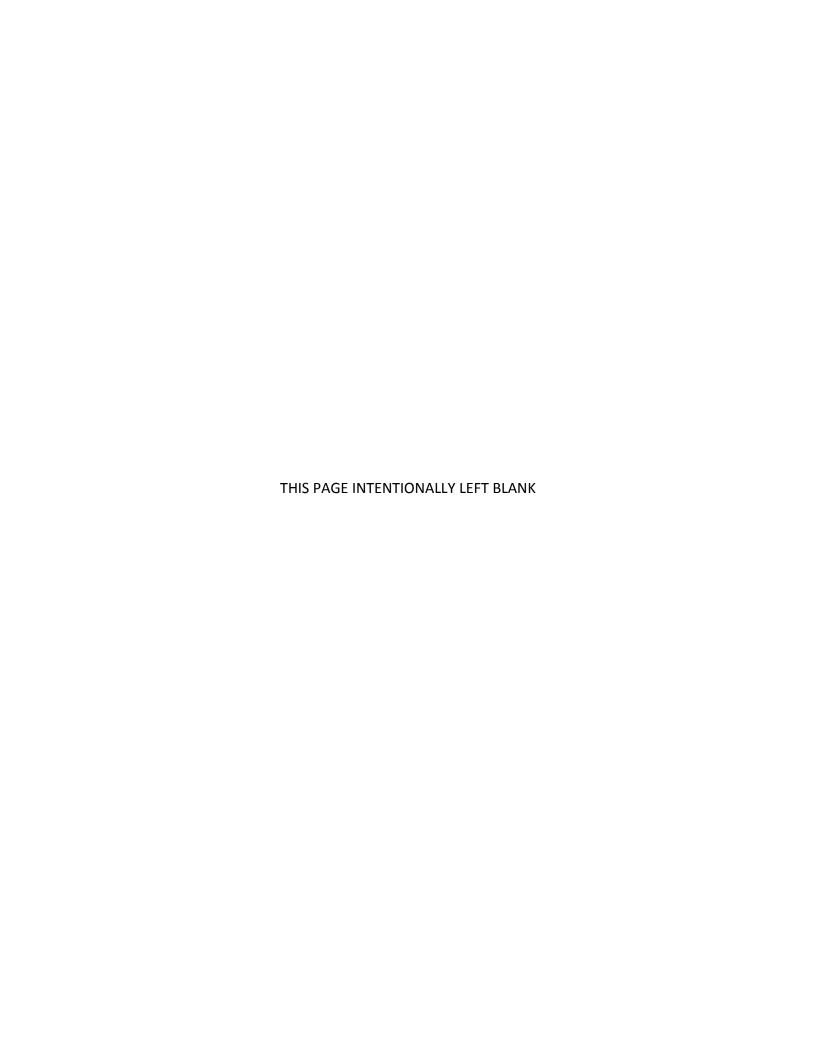
### **CONVENE OPEN SESSION**

Announcement of Actions Taken, if any, in Closed Session.

### **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

- 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 was posted and available for review, in compliance with the Brown Act.



CITY COUNCIL Alma Hernandez, Mayor Pro Tem Jane Day, Member Michael J Hudson, Member Wanda Williams, Member



### AGENDA

# 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 1, 2022 6:30 PM

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. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

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(Next Ord. No. – 796)

(Next City Council Res. No. 2022 – 138)

Next Suisun City Council Acting as Successor Agency Res. No. SA2022 - 04)

(Next Housing Authority Res. No. HA2022 – 02)

### **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

### PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

### **PUBLIC COMMENT**

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### **COUNCIL COMMENTS**

2 Council/Board Member Updates

### **CONSENT CALENDAR**

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

### City Council

- Council Consideration and possible action to adopt Resolution No. 2022-\_\_: 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 1, 2022 (Folsom: gfolsom@suisun.com).
- 4 Council Adoption of Resolution No. 2022-\_\_\_: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management & Professional Employees' Association Effective July 1, 2021 through June 30, 2023 to Amend MOU Provisions Pertaining to Job Classes Represented, Uniforms and Uniform Allowances, Duty Chief Pay and IT Manager Special Circumstance Compensation (Penland: cpenland@suisun.com).
- 5 Council Adoption of Resolution No. 2022-\_\_: 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).

- 6 Council Adoption of Council Resolution 2022- : A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Caterpillar Clubhouse) - (Vue: nvue@suisun.com).
- 7 Council Adoption of Council Resolution 2022-\_\_\_: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Zip Thru Carwash) - (Vue: nvue@suisun.com).
- 8 Council Adoption of Resolution No. 2022- : Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2020 Community Development Block Grant Program Coronavirus Round 1 (CDBG-CV1) NOFA Dated June 5, 2020 - (Lofthus: klofthus@suisun.com).
- 9 Council Consideration of Letter Regarding Net Energy Metering - (Folsom: gfolsom@suisun.com).

### **PUBLIC HEARING**

City Council

10 HEARING:

Adoption of Council Resolution No. 2022- : Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California – (Deol: Ldeol@suisun.com).

### **GENERAL BUSINESS**

- Council Adoption of Resolution No. 2022- : Authorizing the City Manager to Approve the Agreement for Purchase and Sale of Real Property under Threat of Condemnation and Joint Escrow Instructions and to Take Any and All Actions Necessary to Implement the Agreement - (Folsom: gfolsom@suisun.com).
- Development Services Department Showcase (Bermudez: jbermudez@suisun.com).

### **REPORTS: (Informational items only)**

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### PLEASE NOTE:

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

### AGENDA TRANSMITTAL

**MEETING DATE:** November 1, 2022

**CITY AGENDA ITEM:** Council Consideration and possible action to adopt Resolution No. 2022-\_\_: 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 1, 2022.

**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 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.

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,

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:
- o The state of emergency continues to impact the ability of the members to meet safely in person; or

o 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. 2022—
: 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 1, 2022.

### **DOCUMENTS ATTACHED:**

1. Resolution 2022-\_\_\_: 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 1, 2022.

PREPARED BY:	Kris Lofthus, Deputy City Manager
REVIEWED BY:	Kris Lofthus, Deputy City Manager
APPROVED BY:	Kris Lofthus, Deputy City Manager

### **ATTACHMENTS:**

Consent - AB 361 Reso attachment 1 p.pdf

### **RESOLUTION NO. 2022-**

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 SEO., THROUGH DECEMBER 1, 2022.

**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

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

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

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

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

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

<u>Section 1.</u> The Recitals set forth above are true and correct and are incorporated herein Resolution by reference.

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

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

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

Section 5. The City Manager and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution

Resolution No. 2022-Adopted Page 2 of 3

1	including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.			
2	g			
3	Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) December 1, 2022, 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			
4				
5	compliance w	with Government Code section 54953(b)(3).		
6	<b>PASSED AND ADOPTED</b> at the Regular Meeting of the City Council of the City of Suisun City duly held on November 1, 2022, by the following vote:			
7				
8	AYES:	Council Members: Council Members:		
9	NOES: ABSENT:	Council Members:		
10	ABSTAIN:	Council Members:		
11	WITN	<b>NESS</b> my hand and the seal of said City this 1 <sup>st</sup> day of November 2022.		
12				
13		A'4- C1-'		
14		Anita Skinner City Clerk		
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Resolution No. 2022-Adopted Page 3 of 3

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### AGENDA TRANSMITTAL

**MEETING DATE:** November 1, 2022

CITY AGENDA ITEM: Council Adoption of Resolution No. 2022-\_\_\_: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management & Professional Employees' Association Effective July 1, 2021 through June 30, 2023 to Amend MOU Provisions Pertaining to Job Classes Represented, Uniforms and Uniform Allowances, Duty Chief Pay and IT Manager Special Circumstance Compensation.

**FISCAL IMPACT:** The fiscal impact can be absorbed in the current fiscal year budget.

STRATEGIC PLAN: Provide Good Governance.

**BACKGROUND:** On August 17, 2021, the City Council approved a Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Management & Professional Employees' Association (SCMPEA), effective July 1, 2021 through June 30, 2023 (SCMPEA MOU 2021-23) with the adoption of Resolution No. 2021-81.

On April 5, 2022, the City Council approved a First Amendment to the SCMPEA MOU 2021-23 with the adoption of Resolution No. 2022-53.

STAFF REPORT: The City and SCMPEA's authorized labor relations representatives recently met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act, codified as Gov't Code Sections 3500-3511, and reached agreement regarding modifications to the SCMPEA MOU 2021-23. The proposed modifications pertain to job classes represented, uniforms and uniform allowances, Duty Chief pay, and IT Manager special circumstance compensation, and are memorialized in the Second Amendment to the SCMPEA 2021-23 (attached as Exhibit "A" to the proposed resolution). These proposed modifications have been ratified by SCMPEA membership.

Specifically, the Second Amendment would do the following if approved by the City Council:

- Make modifications to job classes represented by adding Division Fire Chief, which was reestablished on July 19, 2022, by Resolution No. 2022-103.
- Provide the IT Manager classification with compensation for hours worked outside of normal scheduled work hours when required to respond afterhours to critical emergencies.
- Provide Fire Duty Chief Standby Pay to both the Division Fire Chief and Deputy Fire Chief classifications.
- Provide the Division Fire Chief classification a \$1,300 uniform allowance, as this is a uniformed classification.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022—
: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management & Professional Employees' Association Effective July 1, 2021 through June 30, 2023 to Amend MOU provisions pertaining to Job Classes Represented, Uniforms and Uniform Allowances, Duty Chief Pay and IT Manager Special Circumstance

Compensation.

### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2022-\_\_\_: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management & Professional Employees' Association Effective July 1, 2021 through June 30, 2023 to Amend MOU Provisions Pertaining to Job Classes Represented, Uniforms and Uniform Allowances, Duty Chief Pay and IT Manager Special Circumstance Compensation
  - a. Amendment No. 2 to the SCMPEA MOU 2021-23

PREPARED BY: Christina Penland, Human Resources Administrator REVIEWED BY: Kris Lofthus, Deputy City Manager APPROVED BY: Kris Lofthus, Deputy City Manager

### **ATTACHMENTS:**

Consent - SCMPEA MOU 2021-23 Second Amendment - Reso Attachment 1 p.pdf Consent - SCMPEA MOU 2021-23 Second Amendment Attachment 1.a p.pdf

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### **RESOLUTION NO. 2022-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023, TO AMEND MOU PROVISIONS PERTAINING TO JOB CLASSES REPRESENTED, UNIFORMS AND UNIFORM ALLOWANCES, FIRE DUTY CHIEF PAY AND IT MANAGER SPECIAL CIRCUMSTANCE COMPENSATION

WHEREAS, on August 17, 2021, the City Council approved the Memorandum of Understanding between the City of Suisun City (City) and the Suisun City Management & Professional Employees' Association (SCMPEA), effective July 1, 2021 through June 30, 2023 (SCMPEA MOU 2021-23) with the adoption of Resolution No. 2021-81; and

WHEREAS, on April 5, 2022, the City Council approved a First Amendment to the SCMPEA MOU 2021-23 with the adoption of resolution No. 2022-53; and

WHEREAS, the City and SCMPEA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA)(Gov't Code Sections 3500-3511) regarding certain proposed modifications in the SCMPEA MOU 2021-23 pertaining to job classes represented, uniforms and uniform allowances, Duty Chief Pay and IT Manager Special Circumstance Compensation; and

**WHEREAS**, the foregoing proposed modifications to the SCMPEA MOU 2021-2-23 have been ratified by SCMEPEA membership; and

WHEREAS, the City Council now desires to accept, approve, and adopt the Second Amendment to the SCMPEA MOU 2021-23 (attached hereto as Exhibit "A"); and

**WHEREAS,** any additional costs of the Second Amendment to the SCMPEA MOU 2021-23 will not require additional budget appropriations for this fiscal year.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Suisun City as follows:

- **Section 1.** The recitals set forth above are true and correct and incorporated herein by this reference.
- **Section 2.** The Second Amendment to the SCMPEA MOU 2021-23, attached hereto as Exhibit "A," is hereby accepted, approved, and adopted.
- **Section 3.** Effective Date. The various elements of this Resolution are effective retroactive as follows:
  - IT Manager Special Circumstance Compensation is effective October 1, 2022; and
  - Duty Chief Pay for the Deputy Fire Chief is effective April 1, 2022; and

1	TI	∧ 11 ovron : £€ €	ivo July 10, 2022
2		rm Allowances is effecti	
3	PASSED AND held on Tuesd	<b>D ADOPTED</b> at a Reguay, the 5th day of April 2	lar Meeting of said City Council of the City of Suisun City duly 2022, by the following vote:
4	AYES:	Councilmembers:	
5	NOES: ABSENT:	Councilmembers: Councilmembers:	
6	ABSTAIN:	Councilmembers:	
7	WITN	NESS my hand and the s	seal of said City this 1st day of November 2022.
8			
9			Anita Skinner City Clerk
10		~ 1.	
11	Exhibit A:	Second Amendment to	the SCMPEA MOU 2021-23
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	Resolution No. 202	92_	

Resolution No. 2022-\_\_\_ Adopted November 1, 2022

This Second Amendment to the Memorandum of Understanding between the City of Suisun City and the Suisun City Management & Professional Employees' Association effective July 1, 2021 through June 30, 2023 (SCMPEA MOU 2021-23) is made and entered into by and between the City of Suisun City, a municipal corporation (City), and the Suisun City Management & Professional Employees' Association (SCMPEA).

### RECITALS:

WHEREAS, on August 17, 2021, the City Council approved the SCMPEA MOU 2021-23 with the adoption of Resolution No. 2021-81;

WHEREAS, on April 5, 2022, the City Council approved the First Amendment to the SCMPEA MOU 2021-23 with the adoption of Resolution No. 2022-53;

WHEREAS, the City and SCMPEA's authorized labor relations representatives met and conferred in good faith pursuant to the requirements of the Meyers-Milias-Brown Act (MMBA), Gov't Code Sections 3500-3511, regarding certain modifications to the SCMPEA MOU 2021-23;

WHEREAS, the City and SCMPEA now desire to amend the SCMPEA MOU 2021-23 to either add or modify job classes represented, uniforms and uniform allowances, Duty Chief Pay and IT Manager special circumstance compensation provisions of the SCMPEA MOU 2021-23, which modified terms were ratified by the SCMPEA membership and then signed by the parties.

NOW, THEREFORE, it is hereby agreed that the SCMPEA MOU 2021-23 is amended in the following particulars only made effective as indicated:

Article I, Section 1 of the SCMPEA MOU 2021-23, entitled "Job Classes Represented," shall be amended effective retroactive to July 19, 2022, to read as follows (Additions in *bold italics*):

1. <u>Job Classes Represented.</u> The City recognizes SCMPEA as the exclusive representative for the Professional/Technical Employees bargaining unit consisting of the following Regular, Professional/Technical, Management Classes which should properly be assigned to this bargaining unit by the City, such exclusive representation being subject to and qualified by Employee rights under applicable local, state, and federal law to be represented by the Recognized Employee Organization of their choice:

### Represented Job Classes

Accountant
Accounting Services Manager
Assistant/Associate Engineer- Associate
Assistant/Associate Engineer-Assistant

Assistant/Associate Planner-Assistant

Assistant/Associate Planner-Associate

**Building Inspection Services Manager** 

City Engineer

Deputy Fire Chief

Dispatch/Records Supervisor

Financial Services Manager

Fire Captain

### Division Fire Chief

Fire Marshall

Housing Manager

IT Services Manager

Management Analyst I/II-I

Management Analyst I/II-II

Marina & Waterfront Events Manager

Marketing Manager

Police Commander

Police Support Services Manager

Principal Planner

Project Manager

Public Works Superintendent

Public Works Supervisor

Recreation Supervisor

Secretary to City Manager/Deputy City Clerk (C)

Senior Accountant

Senior Associate Engineer

Senior Building Inspector

Senior Planner

Article VII of the SCMPEA MOU 2021-23 entitled "COMPENSATION," shall be amended effective retroactive to October 1, 2022, to read as follows (additions in *bold italics*):

6. <u>Special Circumstances – IT Manager</u>. The IT Manager will receive extra compensation at the rate of time and a half for actual hours worked outside of normal scheduled work hours when required to respond afterhours, including nights, weekends, and holidays, to critical emergencies, such as but not limited to public safety, server or infrastructure issues, as authorized by the Department Director. The IT Manager will not be compensated for hours worked in addition to scheduled work hours performing general duties which may extend the workday. Compensation for afterhours response will cease / sunset June 30, 2023, at midnight.

[Renumber the rest of this section due to the new "Special Circumstances – IT Manager" section.]

Article VII of the SCMPEA MOU 2021-23 entitled "COMPENSATION," shall be amended effective retroactive to April 1, 2022, to read as follows (deletions in strikethrough; additions in bold italics):

6. 8. Fire Duty Chief Standby Pay. Due to the City's inability to afford full-time staff to serve as a Fire Duty Chief for each 24-hour shift, Fire-Division Fire Chiefs and Deputy Fire *Chiefs* may be assigned to serve as Fire Duty Chief on a standby basis in addition to regular hours worked, typically overnight and on regularly scheduled days off. Effective retroactive to July 1, 2020, Fire Division Fire Chiefs and Deputy Fire Chiefs assigned to serve as Duty Chief shall receive non-pensionable Fire Duty Chief Standby Pay per assigned shift as follows: \$200 per weekday evening shift (5:01 p.m. to 8:29 a.m.), \$200 per weekend day shift (8:30 a.m. to 8:29 p.m.), and \$200 per weekend evening shift j(8:30 p.m. to 8:29 a.m.). It is expected that such assignment would be made on a monthly basis taking the form of a rotation between participants to reduce the burden on any single individual and to distribute evenly the assignment to the maximum extent possible. The Fire Chief may share in this assignment rotation. For example, if three Employees were to share Fire Duty Chief responsibilities, each would be assigned 10 days spread over a 30-day month, adjusted appropriately for months of greater of lesser days. Employees must be scheduled for Fire Duty Chief Standby in such a manner as to ensure at least two-consecutive days off (e.g., no regular or standby work assignment) each week of a month to the maximum extent possible. The Fire Chief shall have the sole ability to schedule the Fire Duty Chief assignments based on staffing, budget, and operational discretion as he/she sees fit, but shall not assign him/herself any greater participation than assigned to any single Fire Division Fire Chief or Deputy Fire Chief to the maximum extent possible and/or mutually agreed upon allotment between the Chief Officers.

Article XI, Section 1 of the SCMPEA MOU 2021-23 entitled "Uniform Allowances," shall be amended effective retroactive to July 19, 2022, to read as follows (additions in *bold italics*):

1. <u>Uniform Allowances</u>. Annually the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

Job Class	<u>Total</u>
Police Commander	\$1300
Deputy Fire Chief	\$1300
Division Fire Chief	\$1300
Fire Captain	\$1300
Police Support Services Manager	\$900
Fire Marshall	\$1300
Dispatch/Records Supervisor	\$900

Uniform allowance will be paid on the regular paychecks of a pro-rata basis, equally divided across each of the 26 paychecks.

Item 4 Attachment 1.a

SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023

The representatives of the City and of the SCMPEA have jointly prepared this Second Amendment to the SCMPEA MOU 2021-23, and jointly presented to City Council of the City of Suisun City for determination pursuant to Government Code section 3505.1. Except as expressly provided for in this Second Amendment to the SCMPEA MOU 2021-23, all other provisions of the SCMPEA MOU 2021-23 and the First Amendment of the SCMPEA MOU 2021-23 shall remain in full force and effect. The parties also acknowledge that this Second Amendment to the SCMPEA MOU 2021-23 shall not be in full force and effect until adopted by resolution by the City Council of the City of Suisun City. Subject to the foregoing and in witness whereof, this Second Amendment is hereby executed by the authorized representatives of the City and the SCMPEA and entered into as of this 31st day of October 2022.

### IT IS SO AGREED:

[SIGNATURES ON NEXT PAGE]

For The City:

For SCMPEA:

Gregory Folsom City Manager

Kris Lofthus

Deputy City Manager

Chritina Penland

Human Resources Administrator

Mary LaPlante

Mary LaPlante, Managing Labor Representative City Employee Associates

Daniel Healy, SCMPEA President

Jeff Downey

Jeffrey Downey, SCMPEA Vice President

**Amber Kent** 

Amber Kent, SCMPEA Secretary

Approved as to form Aleshire & Wynder, LLP

Elena Q. Gerli, City Attorney

Signature: Mary La Plante

May La Plante (Oct 20, 2022 11:09 PDT)

Email: mlaplante@cityemployees.net

Signature: Amber Kent (Oct 20, 2022 12:51 PDT)

Email: akent@suisun.com

Signature: Jeff Downey

Jeff Downey (Oct 20, 2022 12:02 PDT)

Email: jdowney@suisun.com

Attachment 1.a

## SCMPEA MOU 2021-23 Second Amendment (Draft 2022.10.20) Updated

Final Audit Report 2022-10-20

Created: 2022-10-20

By: Dan Healy (dhealy@suisun.com)

Status: Signed

Transaction ID: CBJCHBCAABAAW9GuTj60HicUANvy7BazAGDK9oHvQGSR

### "SCMPEA MOU 2021-23 Second Amendment (Draft 2022.10.20 ) Updated" History

- Document created by Dan Healy (dhealy@suisun.com) 2022-10-20 6:03:28 PM GMT- IP address: 50.204.66.138
- Document emailed to mlaplante@cityemployees.net for signature 2022-10-20 6:04:12 PM GMT
- Email viewed by mlaplante@cityemployees.net 2022-10-20 6:07:02 PM GMT- IP address: 199,247,116,78
- Signer mlaplante@cityemployees.net entered name at signing as Mary LaPlante 2022-10-20 6:09:37 PM GMT- IP address: 199.247.116.78
- Document e-signed by Mary LaPlante (mlaplante@cityemployees.net)
  Signature Date: 2022-10-20 6:09:39 PM GMT Time Source: server- IP address: 199.247.116.78
- Document emailed to Jeffrey Downey (jdowney@suisun.com) for signature 2022-10-20 6:09:41 PM GMT
- Email viewed by Jeffrey Downey (jdowney@suisun.com) 2022-10-20 7:02:11 PM GMT- IP address: 104.47.65.254
- Signer Jeffrey Downey (jdowney@suisun.com) entered name at signing as Jeff Downey 2022-10-20 7:02:40 PM GMT- IP address: 50.204.66.138
- Document e-signed by Jeff Downey (jdowney@suisun.com)

  Signature Date: 2022-10-20 7:02:42 PM GMT Time Source: server- IP address: 50.204.66.138
- Document emailed to Amber Kent (akent@suisun.com) for signature 2022-10-20 7:02:45 PM GMT
- Adobe Acrobat Sign

### Attachment 1.a

Email viewed by Amber Kent (akent@suisun.com)

2022-10-20 - 7:50:14 PM GMT- IP address: 104.47.65.254

Document e-signed by Amber Kent (akent@suisun.com)

Signature Date: 2022-10-20 - 7:51:22 PM GMT - Time Source: server- IP address: 174.193.35.156

Agreement completed.

2022-10-20 - 7:51:22 PM GMT



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### AGENDA TRANSMITTAL

**MEETING DATE:** November 1, 2022

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2022-\_\_: 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 2022-23 budget includes an appropriation of \$76,987.00 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. Maintenance work for the first and second year have been completed to staff's satisfaction.

**STAFF REPORT:** Staff is asking Council to consider funding the third 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 \$76,987.00. The cost for this third 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
- 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 Adopt Resolution No. 2022—: 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.

### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2022-\_\_: 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

PREPARED BY:Kris Lofthus, Deputy City ManagerREVIEWED BY:Kris Lofthus, Deputy City ManagerAPPROVED BY:Kris Lofthus, Deputy City Manager

### **ATTACHMENTS:**

Consent - Annual Dock Maintenance and Inspection Services RESO - Attach 1 p.pdf Consent - Annual Dock Maintenance City of Suisun Maintenance\_Year 3 of 5 Attach 2.pdf

**RESOLUTION NO. 2022 -**1 2 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE SUISUN CITY MARINA ANNUAL DOCK MAINTENANCE AND 3 INSPECTION SERVICES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BELLINGHAM MARINE TO PERFORM THE 4 **SERVICES** 5 WHEREAS, the City of Suisun City has interest in providing a safe environment for our 6 boating public; and 7 WHEREAS, Regular scheduled maintenance will increase the life of the marina dock 8 systems; and 9 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 10 11 WHEREAS, the current budget includes an appropriation of \$76,987.00 for this project funded through the Recognized Obligation Payment Schedule (ROPS); and 12 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of 13 Suisun City hereby authorizes the City Manager take all steps necessary to effectuate and 14 execute an agreement with Bellingham Marine to perform the marina dock inspection services. 15 PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City duly held on Tuesday, the 1<sup>st</sup> day of November 2022, by the following vote: 16 17 **AYES:** Council Members: **NOES:** Council Members: 18 ABSENT: Council Members: Council Members: 19 **ABSTAIN:** 20 **WITNESS** my hand and the seal of said City this 1<sup>st</sup> of November, 2022. 21 22 Anita Skinner 23 City Clerk 24 25 26 27 28

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Bellingham Marine Industries, Inc. CA License #442499 Federal Tax ID #91-0141770 8810 Sparling Lane Dixon, CA 95620 Item 5
Attachment 2
(707) 678-2385
FAX (707) 678-1760
www.bellingham-marine.com

### LETTER AGREEMENT FOR MAINTENANCE AND INSPECTION

Year 3 of 5

December 7, 2021

Ms. Janet Hull City of Suisun 800 Kellog 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 3 of 5.
- 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 maintenace 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
      - o Uneven or loose wood connections
      - End boards & Fascia for breaks/impact damage
      - Fendering for loose/missing nails
      - Corner Bumpers
      - Grounding issues
      - o 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.
- o Check Kellum Grips.
- Check low level lighting.
- Check Fire Cabinets/ Fire Department Connections/ Standpipes
- o Visually check for leaks in cabinets or hose bibs
- Check water lines for strapping/drooping lines
- o 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
- o 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 <u>annual</u> inspection and maintenance set forth by this contract is **\$76,987.00**. This includes the additional work noted on Attachment A from the inspection completed in November 2021.

- 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 indemnity 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, alternation, 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.
Ву:	Ву:
Title:	Title:
Date:	Date:

### New discovered items

- · Slip 189- broken dock box and leaky hose bib
- 189/188- fire box cabinet missing a door
- 180/170- broken cover board in between fingers
- 179/178- finger end gate needs flotation ( two lib tub recommended)
- 171/170-1 each piece of fendering needs to be replace
- · 155/154 2 pieces of fendering need to be replace
- 149/148 lose fire box needs to be re-attach with SS 3/8 lag bolts @ 5" long every 5" (6 lags)
- 1454/143 missing cover board 1 piece 2X12x16
- 140- broken dock box
- 139/138 kate frame needs new ledgering 16' of 2x4x16
- 120 fasicia is missing a piece of fendering
- 107/106 broken polymer on kate frame 2'x8'
- 102 broken cover board 2Ea 2x12x16' and 5 pieces of fendering
- FUEL DOCK all fendering to be replace 16 pieces and use 2 ¼" fendering nail because waler edge is deteriorated
- · 460/461- missing corner bumper
- 438/439- missing corner bumper
- 440/441- missing corner bumper
- · 442/443- missing corner bumper
- 444- broken waler 3x10x20' drill 16 G holes and leaves the rest blank for end gate frame to be field drill /3x10x15' drill 6 E holes and rest g holes
- · 445 pex pipe unstrap possible still under warranty
- 418/419 broken waler 3x10x18' g holes
- 413 broken dock box lid
- · 411/410 missing corner bumper
- 408/409 low freeboard endgate need flotation 2 ea 2-7 lib tubs
- 408 broken fascia

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#### AGENDA TRANSMITTAL

**MEETING DATE:** November 1, 2022

**CITY AGENDA ITEM:** Council Adoption of Council Resolution 2022-\_\_\_: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Caterpillar Clubhouse).

**FISCAL IMPACT:** There would be no impact to the General Fund from this item. The cost of the annexation process is covered by developer supplied funds. The Annexation of the Caterpillar Clubhouse into Community Facilities District No. 2 meets the fiscal criteria as established by Resolution No. 2005-69 Cost Recovery Policy for New Development, dated October 4, 2005. The Community Facilities District is intended to offset Municipal Service costs, including administrative costs, thereby reducing the negative fiscal impact of new development on the City's General Fund.

STRATEGIC PLAN: Provide Good Governance and Ensure Public Safety.

**BACKGROUND:** As part of the Caterpillar Clubhouse conditions of approval, the developer is required to mitigate the impact on City Services due to the new development. In accordance with the development conditions imposed on development project, the landowner is annexing to Community Facility District No. 2 to offset municipal service costs for police, fire, paramedics.

**STAFF REPORT:** The first step in the legislative process for annexation of the Caterpillar Clubhouse into Community Facility District No. 2 is for Council to pass a Resolution of Intention.

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2022—: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2022-\_\_\_: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Caterpillar Clubhouse).
- 2. Boundary Map.
- 3. Community Facilities District #2 Rate and Method of Apportionment.

PREPARED BY:

REVIEWED BY:

Amanda Dum, Management Analyst II

Nouae Vue, Director Public Works

APPROVED BY:

Kris Lofthus, Deputy City Manager

#### **ATTACHMENTS:**

Consent - Caterpillar Clubhouse CFD#2 Annexation Reso Atttachment 1 p.pdf

Consent - Caterpillar Clubhouse CFD #2 Annexation Boundary Map Attachment 2.pdf

Consent - Caterpillar Clubhouse CFD #2 Annexation RMA attachment 3.pdf

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#### **RESOLUTION NO. 2022-**

# A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN (CATERPILLAR CLUBHOUSE)

#### **Annexation No. 13 (Caterpillar Clubhouse)**

**RESOLVED** by the City Council (the "Council") of the City of Suisun City (the "City"), County of Solano, State of California, that:

WHEREAS, this Council has conducted proceedings to establish Community Facilities District No. 2 (Municipal Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

**WHEREAS**, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

#### NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.
- 2. Territory Described. The name of the existing CFD is "City of Suisun City Community Facilities District No. 2 (Municipal Services)." The territory originally included in the existing CFD is set forth in the map of the CFD heretofore recorded in the Solano County Recorder's Office on October 27, 2005, in Book 23 at Page 60 of Maps of Assessment and Community Facilities Districts, to which map reference is hereby made, as such map has been supplemented in connection with subsequent annexations.

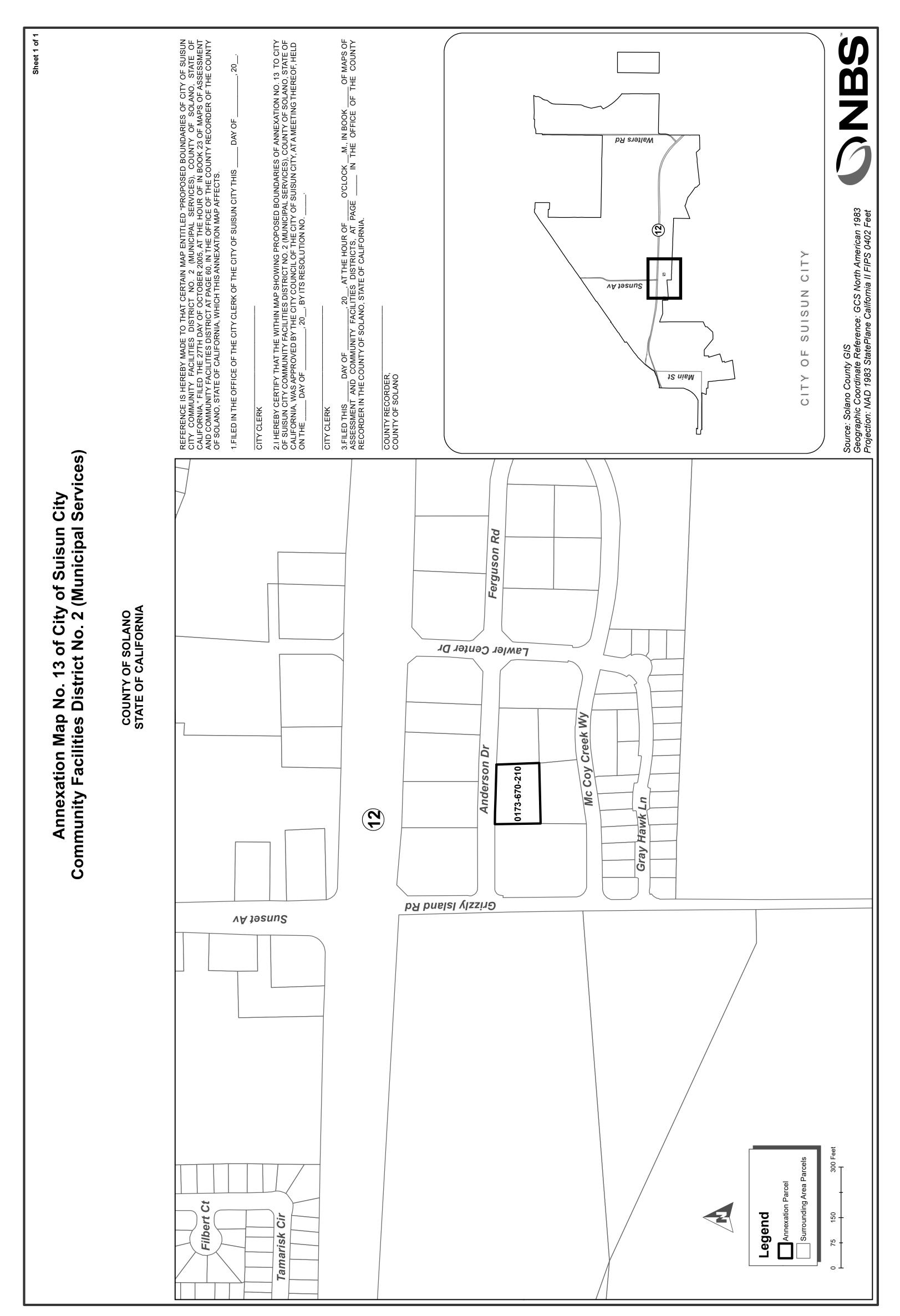
The territory now proposed to be annexed to the CFD is as shown on the Annexation Map for the captioned Annexation No. 13 (Caterpillar Clubhouse) to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Annexation Map, showing the territory to be annexed, in the office of the County Recorder of the County of Solano within 15 days of the date of adoption of this resolution.

3. The Services. The types of public services financed by the CFD and pursuant to the Act consist of those municipal services (the "Services") as described in Exhibit A to the Resolution of Formation with respect to the CFD adopted by the Council as Resolution No. 2005-89 on November 15, 2005 (the "Resolution of Formation"). It is presently intended that the Services will be provided, without preference or priority, to the existing territory in the CFD and the territory proposed to be annexed to the CFD.

1 2 3	<b>4. Special Tax</b> . Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD and collected in the same manner as ordinary <i>ad valorem</i> property taxes.			
	The special tax proposed to pay for Services to be supplied within the territory proposed			
4			taxes levied to pay for the same Services in the CFD,	
5 6	to be affilexed in the future to the extent that the actual cost of providing the Service			
			•	
7 8	The proposed rate and method of apportionment of the special tax among the parcels of reproperty within the CFD, as now in existence and following the annexation proposed here in sufficient detail to allow each landowner within the territory proposed to be annexed to to CFD to estimate the maximum amount such owner will have to pay, are described in the Raland Method.			
9				
10	<b>5. Hearing</b> . Tuesday, December 6, 2022, at 6:30 p.m. or as soon as possible thereafter, in			
11	the City Hall, Council Chambers, 701 Civic Center Boulevard, Suisun City, California, be, and the same are hereby appointed and fixed as the time and place when and where this			
12	Council, as legislative body for the CFD, will conduct a public hearing on the matters described in this Resolution.			
13	6. Notice. The City Clerk is hereby directed to cause notice of said public hearing to be			
14	given by publication one time in a newspaper of general circulation in the area of the CFD, including the area to be annexed to the CFD. The publication of said notice shall be			
15 16	completed at least 7 days before the date herein set for said hearing. The City Clerk may also cause a copy of such notice and a copy of this Resolution to be mailed to each landowner			
17	within the territory proposed to be annexed, which notice, and resolution shall be mailed at least 15 days before the date of said hearing. Such notice shall be substantially in the form			
18	-		t, with a summary form specifically authorized.	
19	7. Effectiv	e Date. This Resolution	on shall take effect upon its adoption.  * * * * * *	
20	PASSEI	D AND ADOPTED a	t a Regular Meeting of the City Council of the City of	
21	Suisun City duly held on Tuesday, the 1 <sup>st</sup> day of November 2022, by the following vote:			
22	AYES:	Councilmembers:		
23	NOES: ABSENT:	Councilmembers: Councilmembers:		
24	ABSTAIN:	Councilmembers:		
25	<b>WITNESS</b> my hand and the seal of said City this 1 <sup>st</sup> day of November 2022.			
26				
27			Anita Skinner City Clerk	

Resolution No. 2022-Adopted November 1, 2022 Page 2 of 2

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# CITY OF SUISUN CITY Community Facilities District No. 2 (Municipal Services)

#### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2 (Municipal Services) (the "CFD") shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

#### A. <u>DEFINITIONS</u>

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

"Administrator" means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County of Solano designating parcels by Assessor's Parcel number.

"Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

"Building Square Footage" means the total gross square footage of the floor area of the buildings on any Parcel of Non-Residential Property determined by calculating the combined floor area contained within a building's exterior walls including the area of an addition where floor area is increased. Parking areas and exterior walkways shall not be included in the calculation of Building Square Footage. The determination of Building Square Footage shall be made by reference to appropriate records kept by the City's Building Department.

"CFD-Wide Special Tax" means the Maximum Special Tax identified in Section C.1 below that shall be levied on all Developed Property within the CFD.

"CFD-Wide Special Tax Requirement" means the amount necessary in any Fiscal Year to (i) pay the cost of authorized police, fire, paramedical, storm drain and City-wide landscaping services, (ii) pay administrative expenses of the CFD, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

"City" means the City of Suisun City.

"City Council" means the City Council of the City of Suisun City, acting as the legislative body of the CFD.

"Developed Property" means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to July 1 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indices" means the Consumer Price Indexes for the San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

"Live/Work Property" means a Parcel on which all or a portion of a Unit is deedrestricted for commercial use, as determined in the sole discretion of the City.

"Maximum CFD-Wide Special Tax" means the maximum CFD-Wide Special Tax, determined in accordance with Section C.1 below, that can be levied on Taxable Property in any Fiscal Year.

"Maximum Tax Zone Special Tax" means the maximum Tax Zone Special Tax, determined in accordance with Section C.2 below, that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

"Non-Residential Property" means any Taxable Property within the boundaries of the CFD that is not Live/Work Property, Single Family Detached Property, Single Family Attached Property or Multi-Family Property, as defined herein.

"Public Agency" means the federal government, State of California or other local governments or public agencies.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Developed Property which meet both of the following criteria: (i) a building permit was issued for construction of a Unit that does not share a common wall with another Unit, and (ii) the Parcel has not been designated as Live/Work Property.

"Special Tax" means a special tax levied in any Fiscal Year to pay the CFD-Wide Special Tax Requirement or the Tax Zone Special Tax Requirement.

"Taxable Property" means all Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which a particular Tax Zone Special Tax may be levied pursuant to this RMA. All of the property within the CFD at the time of the CFD formation is within Tax Zone #1; additional Tax Zones may be created when property is annexed into the CFD, and a separate Tax Zone Special Tax shall be identified for property within a new Tax Zone at the time of such annexation.

"Tax Zone Special Tax" means a Special Tax that shall be levied within a particular Tax Zone or Tax Zones but not necessarily levied at a consistent rate throughout the entire CFD.

"Tax Zone Special Tax Requirement" means the amount necessary in any Fiscal Year to pay the cost of authorized landscaping services within a particular Tax Zone. A separate Tax Zone Special Tax Requirement shall be determined each Fiscal Year for each Tax Zone within which a Tax Zone Special Tax is authorized to be levied.

"Unit" means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, townhome, condominium, or apartment units.

#### B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in the CFD as Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Live/Work Property or Non-Residential Property. For each Parcel of Single Family Attached Property, Live/Work Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall determine the Building Square Footage for all Parcels of Non-Residential Property. The Administrator shall also determine the Tax Zone within which each Parcel of Taxable Property is located.

#### C. MAXIMUM SPECIAL TAX

#### 1. CFD-Wide Special Tax

Table 1 below identifies the Maximum CFD-Wide Special Taxes.

Table 1
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum CFD-Wide Special Taxes

Land Use Category	Maximum CFD-Wide Special Tax Fiscal Year 2005-06 *
Single Family Detached Property	\$629.90 per Unit
Single Family Attached Property	\$472.43 per Unit
Multi-Family Property	\$236.21 per Unit
Live/Work Property	\$629.90 per Unit plus \$629.90 per 1,000 square feet (or portion thereof) of non-residential building and ancillary improvements
Non-Residential Property	The greater of \$629.90 per parcel or \$629.90 per 1,000 Square Feet (or portion thereof) of Building Square Footage

<sup>\*</sup> Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

#### 2. Tax Zone #1 Special Tax

Table 2 below identifies the Maximum Tax Zone Special Tax for Tax Zone #1. A different Maximum Tax Zone Special Tax shall be identified for Tax Zones added to the CFD as a result of future annexations.

# Table 2 City of Suisun City Community Facilities District No. 2 (Municipal Services) Maximum Tax Zone Special Taxes for Tax Zone #1

Land Use Category	Maximum CFD-Wide Special Tax Tax Zone #1 Fiscal Year 2005-06 *	
Single Family Detached Property	\$386.04 per Unit	
Single Family Attached Property	\$289.53 per Unit	
Multi-Family Property	\$144.77 per Unit	
Live/Work Property	\$386.04 per Unit plus \$386.04 per 1,000 square feet (or portion thereof) of non-residential space	
Non-Residential Property	The greater of \$386.04 per Parcel or \$386.04 per 1,000 Square Feet (or portion thereof) of Building Square Footage	

<sup>\*</sup> Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

#### D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX

#### 1. CFD-Wide Special Tax

Each Fiscal Year, the CFD-Wide Special Tax shall be levied on all Parcels of Developed Property within the CFD as follows:

- Step 1: Determine the CFD-Wide Special Tax Requirement for the Fiscal Year in which the CFD-Wide Special Tax will be collected;
- Step 2: Calculate the total CFD-Wide Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum CFD-Wide Special Tax rates determined pursuant to Section C.1 above;
- Step 3: If the amount determined in Step 1 is <u>greater than or equal to</u> the amount calculated in Step 2, levy the Maximum CFD-Wide Special Tax on all Parcels of Developed Property in the CFD.

Step 4: If the amount determined in Step 1 is <u>less than</u> the amount calculated in Step 2, levy the CFD-Wide Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum CFD-Wide Special Tax for each Parcel until the amount of the CFD-Wide Special Tax levy equals the CFD-Wide Special Tax Requirement for that Fiscal Year.

#### 2. Tax Zone Special Tax

Each Fiscal Year, the Tax Zone Special Tax shall be levied on all Parcels of Developed Property within each Tax Zone as follows:

- Step 1: Separately for each Tax Zone, determine the Tax Zone Special Tax

  Requirement for the Fiscal Year in which the Tax Zone Special Tax will be collected;
- Step 2: Calculate separately for each Tax Zone the total Tax Zone Special Tax revenues that could be collected from Developed Property within the Tax Zone based on application of the Maximum Tax Zone Special Tax rates for that Tax Zone;
- Step 3: If the amount determined in Step 1 is greater than or equal to the amount calculated in Step 2, levy the Maximum Tax Zone Special Tax on all Parcels of Developed Property in the Tax Zone.
- Step 4: If the amount determined in Step 1 is <u>less than</u> the amount calculated in Step 2, levy the Tax Zone Special Tax against all Parcels of Developed Property within the Tax Zone in equal percentages up to 100% of the Maximum Tax Zone Special Tax for each Parcel until the amount of the Tax Zone Special Tax levy equals the Tax Zone Special Tax Requirement for that Fiscal Year.

The CFD-Wide Special Tax and the Tax Zone Special Tax within the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the CFD may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

#### E. <u>LIMITATIONS</u>

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

#### F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

#### AGENDA TRANSMITTAL

**MEETING DATE:** November 1, 2022

**CITY AGENDA ITEM:** Council Adoption of Council Resolution 2022-\_\_\_: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Zip Thru Carwash).

**FISCAL IMPACT:** There would be no impact to the General Fund from this item. The cost of the annexation process is covered by developer supplied funds. The Annexation of Zip Thru Carwash into Community Facilities District No. 2 meets the fiscal criteria as established by Resolution No. 2005-69 Cost Recovery Policy for New Development, dated October 4, 2005. The Community Facilities District is intended to offset Municipal Service costs, including administrative costs, thereby reducing the negative fiscal impact of new development on the City's General Fund.

STRATEGIC PLAN: Provide Good Governance and Ensure Public Safety.

**BACKGROUND:** As part of Zip Thru Carwash's conditions of approval, the developer is required to mitigate the impact on City Services due to the new development. In accordance with the development conditions imposed on development project, the landowner is annexing to Community Facility District No. 2 to offset municipal service costs for police, fire, paramedics.

**STAFF REPORT:** The first step in the legislative process for annexation of the Zip Thru Carwash into Community Facility District No. 2 is for Council to pass a Resolution of Intention.

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2022—: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein.

**DOCUMENTS ATTACHED:** 1. Resolution No. 2022-\_\_\_: A Resolution of Intention to Annex Territory to Community Facilities District and to Authorize the Levy of Special Taxes Therein (Zip Thru Carwash).

- 2. Boundary Map.
- 3. Community Facilities District #2 Rate and Method of Apportionment.

PREPARED BY:

REVIEWED BY:

Amanda Dum, Management Analyst II

Nouae Vue, Director Public Works

APPROVED BY:

Kris Lofthus, Deputy City Manager

#### **ATTACHMENTS:**

Consent - Zip Thru CFD#2 Annexation reso atttachment 1 p.pdf

Consent - Zip Thru CFD#2 Annexation Boundary Map attachment 2.pdf

Consent - Zip Thru CFD#2 Annexation RMA attachment 3 p.pdf

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#### **RESOLUTION NO. 2022-**

# A RESOLUTION OF INTENTION TO ANNEX TERRITORY TO COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN (ZIP THRU CARWASH)

#### CITY OF SUISUN CITY

Community Facilities District No. 2 (Municipal Services)

#### Annexation No. 14 (Zip Thru Car Wash)

**RESOLVED** by the City Council (the "Council") of the City of Suisun City (the "City"), County of Solano, State of California, that:

WHEREAS, this Council has conducted proceedings to establish Community Facilities District No. 2 (Municipal Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

**WHEREAS**, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

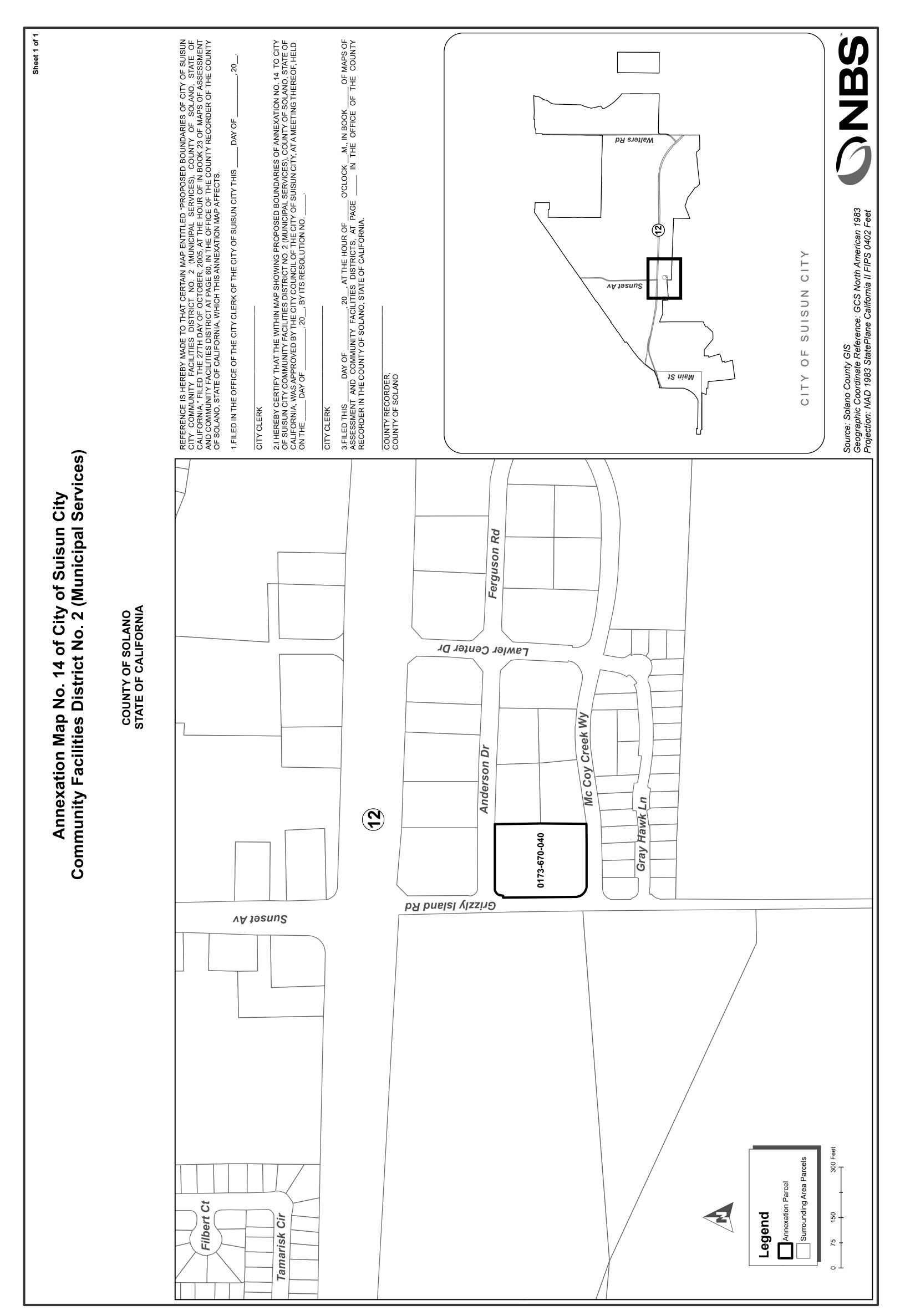
#### NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

- 1. Findings. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.
- **2. Territory Described**. The name of the existing CFD is "City of Suisun City Community Facilities District No. 2 (Municipal Services)." The territory originally included in the existing CFD is set forth in the map of the CFD heretofore recorded in the Solano County Recorder's Office on October 27, 2005, in Book 23 at Page 60 of Maps of Assessment and Community Facilities Districts, to which map reference is hereby made, as such map has been supplemented in connection with subsequent annexations.
- The territory now proposed to be annexed to the CFD is as shown on the Annexation Map for the captioned Annexation No. 14 (Zip Thru Car Wash) to the CFD, on file with the Clerk, the boundaries of which territory are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to cause to be recorded such Annexation Map, showing the territory to be annexed, in the office of the County Recorder of the County of Solano within 15 days of the date of adoption of this resolution.
- 3. The Services. The types of public services financed by the CFD and pursuant to the Act consist of those municipal services (the "Services") as described in Exhibit A to the Resolution of Formation with respect to the CFD adopted by the Council as Resolution No. 2005-89 on November 15, 2005 (the "Resolution of Formation"). It is presently intended that the Services will be provided, without preference or priority, to the existing territory in the CFD and the territory proposed to be annexed to the CFD.

1 2 3	4. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD and collected in the same manner as ordinary <i>ad valorem</i> property taxes.			
	The special tax proposed to pay for Services to be supplied within the territory proposed to be			
4	annexed will be equal to the special taxes levied to pay for the same Services in the CFD			
5	except that a higher or lower tax may be levied within the territory proposed to be annexed o to be annexed in the future to the extent that the actual cost of providing the Services in that territory is higher or lower than the cost of providing those Services in the CFD.			
	The proposed	rate and method of apportionment of the special tax among the parcels of real		
7 8	property within the CFD, as now in existence and following the annexation proposed herein, in sufficient detail to allow each landowner within the territory proposed to be annexed to the			
9	CFD to estima and Method.	te the maximum amount such owner will have to pay, are described in the Rate		
LO		g. Tuesday, December 6, 2022, at 6:30 p.m. or as soon as possible thereafter, in		
L1	the City Hall, Council Chambers, 701 Civic Center Boulevard, Suisun City, California, be, and the same are hereby appointed and fixed as the time and place when and where this			
L2	Council, as legislative body for the CFD, will conduct a public hearing on the matters described in this Resolution.			
L3	6. Notice. The City Clerk is hereby directed to cause notice of said public hearing to be			
L4	given by publication one time in a newspaper of general circulation in the area of the CFD,			
L5	including the area to be annexed to the CFD. The publication of said notice shall be completed at least 7 days before the date herein set for said hearing. The City Clerk may also			
L6	cause a copy of such notice and a copy of this Resolution to be mailed to each landowner within the territory proposed to be annexed, which notice, and resolution shall be mailed at			
L7	least 15 days 1	before the date of said hearing. Such notice shall be substantially in the form ction 53339.4 of the Act, with a summary form specifically authorized.		
L8	1	ve Date. This Resolution shall take effect upon its adoption.		
L9	7. Effecti	* * * * * *		
20	PASSE	<b>D AND ADOPTED</b> at a Regular Meeting of the City Council of the City of		
21		y held on Tuesday, the 1 <sup>st</sup> day of November 2022, by the following vote:		
22	AYES:	Councilmembers:		
23	NOES:	Councilmembers:		
	ABSENT: ABSTAIN:	Councilmembers:  Councilmembers:		
24				
25	WITNES	S my hand and the seal of said City this 1 <sup>st</sup> day of November 2022.		
26		Anita Climman		
27		Anita Skinner City Clerk		

Resolution No. 2022-Adopted November 1, 2022 Page 2 of 2

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# CITY OF SUISUN CITY Community Facilities District No. 2 (Municipal Services)

#### RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2 (Municipal Services) (the "CFD") shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

- "Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.
- "Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.
- "Administrator" means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.
- "Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.
- "Assessor's Parcel Map" means an official map of the County Assessor of the County of Solano designating parcels by Assessor's Parcel number.
- "Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.
- "Building Square Footage" means the total gross square footage of the floor area of the buildings on any Parcel of Non-Residential Property determined by calculating the combined floor area contained within a building's exterior walls including the area of an addition

where floor area is increased. Parking areas and exterior walkways shall not be included in the calculation of Building Square Footage. The determination of Building Square Footage shall be made by reference to appropriate records kept by the City's Building Department.

"CFD-Wide Special Tax" means the Maximum Special Tax identified in Section C.1 below that shall be levied on all Developed Property within the CFD.

"CFD-Wide Special Tax Requirement" means the amount necessary in any Fiscal Year to (i) pay the cost of authorized police, fire, paramedical, storm drain and City-wide landscaping services, (ii) pay administrative expenses of the CFD, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

"City" means the City of Suisun City.

"City Council" means the City Council of the City of Suisun City, acting as the legislative body of the CFD.

"Developed Property" means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to July 1 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indices" means the Consumer Price Indexes for the San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

"Live/Work Property" means a Parcel on which all or a portion of a Unit is deedrestricted for commercial use, as determined in the sole discretion of the City.

"Maximum CFD-Wide Special Tax" means the maximum CFD-Wide Special Tax, determined in accordance with Section C.1 below, that can be levied on Taxable Property in any Fiscal Year.

"Maximum Tax Zone Special Tax" means the maximum Tax Zone Special Tax, determined in accordance with Section C.2 below, that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

"Non-Residential Property" means any Taxable Property within the boundaries of the CFD that is not Live/Work Property, Single Family Detached Property, Single Family Attached Property or Multi-Family Property, as defined herein.

"Public Agency" means the federal government, State of California or other local governments or public agencies.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Developed Property which meet both of the following criteria: (i) a building permit was issued for construction of a Unit that does not share a common wall with another Unit, and (ii) the Parcel has not been designated as Live/Work Property.

"Special Tax" means a special tax levied in any Fiscal Year to pay the CFD-Wide Special Tax Requirement or the Tax Zone Special Tax Requirement.

"Taxable Property" means all Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which a particular Tax Zone Special Tax may be levied pursuant to this RMA. All of the property within the CFD at the time of the CFD formation is within Tax Zone #1; additional Tax Zones may be created when property is annexed into the CFD, and a separate Tax Zone Special Tax shall be identified for property within a new Tax Zone at the time of such annexation.

"Tax Zone Special Tax" means a Special Tax that shall be levied within a particular Tax Zone or Tax Zones but not necessarily levied at a consistent rate throughout the entire CFD.

"Tax Zone Special Tax Requirement" means the amount necessary in any Fiscal Year to pay the cost of authorized landscaping services within a particular Tax Zone. A separate Tax Zone Special Tax Requirement shall be determined each Fiscal Year for each Tax Zone within which a Tax Zone Special Tax is authorized to be levied.

"Unit" means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, townhome, condominium, or apartment units.

#### B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in the CFD as Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Live/Work Property or Non-Residential Property. For each Parcel of Single Family Attached Property, Live/Work Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall determine the Building Square Footage for all Parcels of Non-Residential Property. The Administrator shall also determine the Tax Zone within which each Parcel of Taxable Property is located.

#### C. MAXIMUM SPECIAL TAX

#### 1. CFD-Wide Special Tax

Table 1 below identifies the Maximum CFD-Wide Special Taxes.

Table 1
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum CFD-Wide Special Taxes

Land Use Category	Maximum CFD-Wide Special Tax Fiscal Year 2005-06 *
Single Family Detached Property	\$629.90 per Unit
Single Family Attached Property	\$472.43 per Unit
Multi-Family Property	\$236.21 per Unit
Live/Work Property	\$629.90 per Unit plus \$629.90 per 1,000 square feet (or portion thereof) of non-residential building and ancillary improvements
Non-Residential Property	The greater of \$629.90 per parcel or \$629.90 per 1,000 Square Feet (or portion thereof) of Building Square Footage

<sup>\*</sup> Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

#### 2. Tax Zone #1 Special Tax

Table 2 below identifies the Maximum Tax Zone Special Tax for Tax Zone #1. A different Maximum Tax Zone Special Tax shall be identified for Tax Zones added to the CFD as a result of future annexations.

# Table 2 City of Suisun City Community Facilities District No. 2 (Municipal Services) Maximum Tax Zone Special Taxes for Tax Zone #1

Land Use Category	Maximum CFD-Wide Special Tax  Tax Zone #1  Fiscal Year 2005-06 *
Single Family Detached Property	\$386.04 per Unit
Single Family Attached Property	\$289.53 per Unit
Multi-Family Property	\$144.77 per Unit
Live/Work Property	\$386.04 per Unit plus \$386.04 per 1,000 square feet (or portion thereof) of non-residential space
Non-Residential Property	The greater of \$386.04 per Parcel or \$386.04 per 1,000 Square Feet (or portion thereof) of Building Square Footage

<sup>\*</sup> Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

#### D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX

#### 1. CFD-Wide Special Tax

Each Fiscal Year, the CFD-Wide Special Tax shall be levied on all Parcels of Developed Property within the CFD as follows:

- Step 1: Determine the CFD-Wide Special Tax Requirement for the Fiscal Year in which the CFD-Wide Special Tax will be collected;
- Step 2: Calculate the total CFD-Wide Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum CFD-Wide Special Tax rates determined pursuant to Section C.1 above;
- Step 3: If the amount determined in Step 1 is <u>greater than or equal to</u> the amount calculated in Step 2, levy the Maximum CFD-Wide Special Tax on all Parcels of Developed Property in the CFD.

Step 4: If the amount determined in Step 1 is <u>less than</u> the amount calculated in Step 2, levy the CFD-Wide Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum CFD-Wide Special Tax for each Parcel until the amount of the CFD-Wide Special Tax levy equals the CFD-Wide Special Tax Requirement for that Fiscal Year.

#### 2. Tax Zone Special Tax

Each Fiscal Year, the Tax Zone Special Tax shall be levied on all Parcels of Developed Property within each Tax Zone as follows:

- Step 1: Separately for each Tax Zone, determine the Tax Zone Special Tax

  Requirement for the Fiscal Year in which the Tax Zone Special Tax will be collected;
- Step 2: Calculate separately for each Tax Zone the total Tax Zone Special Tax revenues that could be collected from Developed Property within the Tax Zone based on application of the Maximum Tax Zone Special Tax rates for that Tax Zone;
- Step 3: If the amount determined in Step 1 is greater than or equal to the amount calculated in Step 2, levy the Maximum Tax Zone Special Tax on all Parcels of Developed Property in the Tax Zone.
- Step 4: If the amount determined in Step 1 is <u>less than</u> the amount calculated in Step 2, levy the Tax Zone Special Tax against all Parcels of Developed Property within the Tax Zone in equal percentages up to 100% of the Maximum Tax Zone Special Tax for each Parcel until the amount of the Tax Zone Special Tax levy equals the Tax Zone Special Tax Requirement for that Fiscal Year.

The CFD-Wide Special Tax and the Tax Zone Special Tax within the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the CFD may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

#### E. <u>LIMITATIONS</u>

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

#### F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

#### AGENDA TRANSMITTAL

**MEETING DATE:** November 1, 2022

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2022-\_\_\_\_: Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2020 Community Development Block Grant Program Coronavirus Round 1 (CDBG-CV1) NOFA Dated June 5, 2020

**FISCAL IMPACT:** If approved, the City will be able to utilize the award amount of \$61,228 to deliver building improvements at the Joseph Nelson Community Center as outlined below. There is no financial match for these funds.

**STRATEGIC PLAN:** Provide Good Governance, Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of municipal organization.

**BACKGROUND:** In 2020, the City applied for a Community Development Block Grant – Coronavirus Round 1 (CDBG-CV1) for up to the amount of \$129,689 to provide COVID related assistance.

Of that \$129,689 award, \$68461 was allocated to the Suisun City Police Department and \$61,228 was dedicated towards a "Virtual Youth Learning Hub" at the Joseph Nelson Center due to the mandated distance learning for all Fairfield-Suisun Unified School District students. These learning hubs were to provide a safe educational environment where students will attend their on-line and live instruction, completion of homework, and participate in enrichment and physical activities.

The City was notified in 2021 that it was awarded CDBG-CV1 funding. As restrictions loosened and schools opened back up for full time, in-person learning in 2021, the necessity for virtual learning hubs diminished. In 2022, the CA Department of Housing & Community Development (HUD) began accepting "amendment requests" for awarded CDBG-CV1 grants. These amendments give an opportunity for grantees to change their scope of work to a related activity.

**STAFF REPORT:** After consultation with the CA HUD representatives, the Recreation, Parks, and Marina (RPM) Department feels the best use of the allocated funds are building improvements for the Joseph Nelson Community Center.

Because of the COVID-19 Pandemic, the Joseph Nelson Community Center has been utilized as an emergency evacuation center for natural disasters and has hosted the RPM Department's distance learning camp programs. Through these opportunities to serve the community during the COVID-19 Pandemic, the RPM Department discovered through heavy use of the facility that the building itself is deficient in many ways. This includes deteriorated flooring and insufficient security blinds in the classroom areas, and lack of appropriate signage at the main entrance and throughout the building. All of these deficiencies' present safety and security concerns for community members that participate in any program at the Joseph Nelson Community Center. The improvements for the Joseph Nelson Community Center would better prepare the City for more foot traffic in the case the center ever serves again as an evacuation center.

The funding amount will stay the same at \$61,228, as the amendment process restricts an increase in funds requested. Of the funding amount, \$26,500 would be allocated towards replacing security blinds in the three classroom areas and common areas, \$30,000 to replace the flooring in the classroom and small kitchen areas, and the remaining \$4,728 would be for signage replacement.

**STAFF RECOMMENDATION:** It is recommended that the City Council Adoption of Resolution No. 2022-\_\_\_\_: Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2020 Community Development Block Grant Program Coronavirus Round 1 (CDBG-CV1) NOFA Dated June 5, 2020

#### **DOCUMENTS ATTACHED:**

1. Resolution No. 2022-\_\_\_: Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2020 Community Development Block Grant Program Coronavirus Round 1 (CDBG-CV1) NOFA Dated June 5, 2020

PREPARED BY:Marvin Mora, Recreation SupervisorREVIEWED BY:Kris Lofthus, Deputy City ManagerAPPROVED BY:Kris Lofthus, Deputy City Manager

#### **ATTACHMENTS:**

Consent - CDBG-CV1 Amendment Reso Attachment 1 p.pdf

1	RESOLUTION NO. 2022		
2	A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE		
3	EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM		
4	CORONAVIRUS ROUND 1 (CDBG-CV1) NOFA DATED JUNE 5, 2020		
5	BE IT RESOLVED by the City Council of the City of Suisun City as follows:		
6	SECTION 1:		
7	The Suisun City Council has reviewed and hereby approves the submission to the State of		
8	California ("State") of one or more amendments to its existing CDBG-CV1 Standard Agreement with the State numbered 20-CDBG-CV1-00025 (the "Standard Agreement")		
9	pursuant to the State's June 2020 CDBG-CV1 Notice of Funding Availability (NOFA). The reviewed and approved amendment(s) are presented in Section 2 of this Resolution.		
10			
11	SECTION 2: The following amendments to the Standard Agreement have been reviewed and approved by		
12	the City Council with acknowledgement that all provisions of the existing Standard		
13	Agreement other than those shown in the tables below shall remain unmodified.		
14	Existing Provision: Activity Description – The Learning Hub program is designed to help		
15	parents with childcare needs as we face the COVID-19 Pandemic. This alternative provides a safe place in which children can attend their online instruction, complete homework assignments, and are involved in enrichment programs.		
16			
17			
18	Amended Provision: Activity Description – The project will focus on building		
19	improvements at the Joseph Nelson Community Center, including the replacement of flooring and security blinds in the classroom areas, and replacing of front entrance signage.		
20	These improvements will improve the safety and security of all that visit the Joseph Nelson Community Center and will better prepare the facility for heavy use if it were to again be used as an emergency evacuation center.		
21			
22	used as an emergency evacuation center.		
23	SECTION 2.		
	SECTION 3: The City acknowledges compliance with all state and federal public participation requirements		
24	with respect to the approved amendments to the Standard Agreement described in Section 2		
25	above.		
26	SECTION 4:		

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The City hereby authorizes and directs the City Manager, or designee, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

# 1 S S S S S S S

SECTION 5:

If an amendment of the Standard Agreement is approved as contemplated above, the City Manager, or designee, is authorized to enter into, execute and deliver an amendment to the Standard Agreement and any and all other documentation which may be required by the State from time to time for the purposes of this grant.

**SECTION 6:** 

If an application is approved, the City Manager, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with this grant.

[Remainder of page intentionally left blank]

> Resolution No. 2022-\_\_\_ Adopted November 1, 2022 Page 2 of 3

1		O ADOPTED at a regular aber 1, 2022 by the follow	meeting of the City Council of the City of Suisun City ing vote:
2	AYES:	Councilmembers:	
3	NOES:	Councilmembers:	
4	ABSENT: ABSTAIN:	Councilmembers:Councilmembers:	
5		_	
6			Alma Hamandar Marran Dua Tam
7			Alma Hernandez, Mayor Pro Tem City of Suisun City
8	STATE OF CA	ALIFORNIA	
9	City of Suisun	City	
10			of Suisun City, State of California, hereby certify the
11		egoing to be a full, true, a s 1 <sup>st</sup> day of November 202	and correct copy of a resolution adopted by said City 2.
12		•	
13		State of Ca	ner, City Clerk of the City of Suisun City alifornia
14			
15		By:	Skinner
16		Anita S City C	
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	Resolution No. 2022	)_	

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#### AGENDA TRANSMITTAL

**MEETING DATE:** November 1, 2022

**CITY AGENDA ITEM:** Council Consideration of Letter Regarding Net Energy Metering

**FISCAL IMPACT:** There is no current fiscal impact due to the letter, but revisions to Net Energy Metering could cost the city an undetermined amount due to higher rates.

STRATEGIC PLAN: Ensure Public Safety.

**BACKGROUND:** Suisun City invested significantly in solar panels to help offset the rising cost of electricity from PG&E. ENGIE was the contractor who assisted the city in determining the cost savings and financing the solar panels, as well as other upgrades, in a cash flow positive manner. The electrical cost savings more than made up for the cost of the panels and the other electrical upgrades, based on the existing rate structures. Suisun City has won several national awards for this program, including the Smart 50 Cities award and the US Conference of Mayors Climate Protection Award for small cities.

**STAFF REPORT:** ENGIE made staff aware that the CPUC is considering changes to the Net Energy Metering program that could negatively impact Suisun City financially. At the request of the major electrical utilities, the CPUC is poised to devalue Net Energy Metering, the very program that made Suisun City's project economically feasible. If the CPUC does this, it will be much harder for anyone to afford solar power.

Kelly Fergusson from ENGIE will attend the meeting to provide additional details and answer specific questions. If approved by Council, the attached letter would be sent to the CPUC

**STAFF RECOMMENDATION:** Authorize the Mayor Pro-Tem to sign the attached letter and send to the CPUC and Governor Newsome.

#### **DOCUMENTS ATTACHED:**

1. Solar Net Energy Metering letter

PREPARED BY:Greg Folsom, City ManagerREVIEWED BY:Greg Folsom, City ManagerAPPROVED BY:Greg Folsom, City Manager

#### **ATTACHMENTS:**

Consent - Solar Metering Letter p.pdf

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# Item 9 Attachment 1

CITY COUNCIL

Alma Hernandez, Mayor Pro-Tem Jane Day Michael J. Hudson Wanda Williams



#### CITY COUNCIL MEETING

First and Third Tuesday Every Month

#### **CITY OF SUISUN CITY**

701 Civic Center Blvd. Suisun City, California 94585 Incorporated October 9, 1868

Alice Reynolds, President, CPUC
Cliff Rechtschaffen, Commissioner, CPUC
Darcie Houck, Commissioner, CPUC
Genevieve Shiroma, Commissioner, CPUC
John Reynolds, Commissioner, CPUC
Simon Baker, Director for Costs, Rates and Planning, CPUC
505 Van Ness Avenue
San Francisco, CA 94102

cc: Governor Newsom and Staff

#### Rulemaking 20-08-020 Net Energy Metering Impacts on Commercial Market

Dear President Reynolds, Commissioners, and Mr. Baker,

On behalf of the City of Suisun City Council, I am respectfully calling on you to issue a revised proposed decision in the Net Energy Metering (NEM 3.0) proceeding that will expand access to, not restrict, distributed solar and storage technologies for public agencies, schools, industries, and businesses. The non-residential solar market at-large is a critical part of California's transition to renewable energy. Over 4 gigawatts of clean energy have been built by more than 30,000 companies and government entities. These projects are not only helping to clean the air but are also providing much-needed grid reliability benefits as well as local jobs. The potential for this market to grow to help meet California's future energy needs is great. Fostering such growth should be a pillar of California's clean energy roadmap. Your forthcoming NEM 3.0 decision is the foundation of that growth.

As you prepare to issue a revised NEM 3.0 decision, we urge you to adopt a balanced approach and consider the decision's unique impacts on the entire market, including the non-residential market on which we are particularly focused. A balanced approach would include either a healthy delay in stepping down the export compensation rate that takes into consideration broader market conditions as well as the state's clean energy goals, or at the very least, would include a very gradual stepdown of that rate over the course of several years. In contrast, the December 2021 proposed decision would have expected the commercial market to move immediately to a greatly reduced rate which would have devastated future investments in solar and energy storage.

The ample record in this proceeding has been thoroughly debated over the last two years. We believe that the Commission has everything it needs to issue an alternate proposed decision that accomplishes a better balance. We trust that you will keep the solar market growing and allow our schools, businesses, farms, water agencies, and other public facilities to continue to access clean, reliable solar energy and battery storage.

Sincerely,

Alma Hernandez

Mayor Pro-Tem

#### AGENDA TRANSMITTAL

**MEETING DATE:** November 1, 2022

**CITY AGENDA ITEM:** HEARING: Adoption of Council Resolution No. 2022-\_\_\_\_: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California.

**FISCAL IMPACT:** Republic Services, Inc. is requesting that the City Council place liens on 331 delinquent solid waste accounts representing approximately \$109,495.73 in uncollected solid waste collection service charges. The City's General Fund will receive twenty dollars per lien and 1.0 percent of the total levy amount to be used as the recording fee and to offset the administrative costs associated with the lien and levy process. Through the lien and levy process, the City will collect on outstanding franchise fees totaling 10.0 percent of the uncollected solid waste service charges when the money actually is received

**STRATEGIC PLAN:** Provide Good Governance, Ensure Fiscal Solvency.

**BACKGROUND:** Republic Services, Inc. provides solid waste collection service for properties located in the City of Suisun City. The Suisun City Code (SCC) Section 8.08.015 requires subscribers to pay the collection charge directly to Republic Services, Inc. In the event that a customer does not pay the collection charges, Republic Services, Inc. must prepare delinquent notices to notify each customer that the account is delinquent and could be subject to a lien/levy process whereby charges would be recorded against the property.

Republic Services, Inc. began actively pursuing collection of delinquent accounts in December 2001. Republic Services, Inc. will request hearings three times per year in order for the Suisun City Council to consider enforcing the lien/levy process for delinquent waste charges.

**STAFF REPORT:** Republic Services, Inc. customers were compared with the owners of record to the parcel information database obtained from Solano County property records. Notification letters were mailed to all known property owners advising them of the lien and levy process. The letters informed the property owners that they could present their reasons for disputing the waste collection charges by either attending the hearing, or by sending letters to the Council prior to the hearing.

Republic Services, Inc. is asking that the City enforce SCC Section 8.08.170 by placing a special assessment/levying a lien on the properties that have delinquent charges. Republic Services, Inc. will verify accounts for payments prior to recording the special assessments.

#### **STAFF RECOMMENDATION:** It is recommended that the City Council:

- 1. Conduct a Hearing on the proposed liens; and
- 2. Adopt Resolution No. 2022-\_\_\_: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2022-\_\_\_: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California.
- 2. Exhibit A provides a listing of delinquent accounts, as compiled by Republic Services, Inc., and it will be updated and made available to the City Council in advance of the meeting.

PREPARED BY:

REVIEWED BY:

APPROVED BY:

Lakhwinder Deol, Finance Director

Kris Lofthus, Deputy City Manager

Kris Lofthus, Deputy City Manager

#### **ATTACHMENTS:**

PH - Republic Services Delinquent Waste Charges reso attachment 1 p.pdf

PH - Republic Services Delinquent Waste Charges lien list attachment 2 p.pdf

**RESOLUTION NO. 2022-**1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY 2 PLACING LIENS FOR UNPAID WASTE COLLECTION SERVICE CHARGES 3 ON CERTAIN LANDS SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA 4 5 WHEREAS, pursuant to the Suisun City Code (SCC) Section 8.08.015 owners of all occupied premises must subscribe to and pay for weekly waste collection service; and 6 WHEREAS, the premises located in the City of Suisun City, County of Solano, State 7 of California, and described in Exhibit A attached hereto and by this reference incorporated herein, were provided with waste collection service as required by the SCMC Section 8 8.08.015; and 9 WHEREAS, pursuant to the provisions of SCC Section 8.08.015, all required notices were directed to owners of said properties and said owners failed to make payment for waste 10 collection services as required; and 11 WHEREAS, as a result thereof, the City of Suisun City has incurred charges for delinquent waste collection charges and administrative costs, which amounts remain unpaid. 12 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun 13 City that pursuant to SCC Section 8.08.170, the City Council does hereby lien said premises, in the amounts applicable to each specific premise as identified in Exhibit A attached hereto and 14 incorporated herein by this reference. 15 BE IT FURTHER RESOLVED that Exhibit A may be amended to delete any 16 enumerated waste collection service charges and administrative costs paid before liens authorized hereby are forwarded to the County Recorder of Solano County, California. 17 **BE IT FURTHER RESOLVED** that the City Clerk is hereby directed to record this 18 Resolution, together with Exhibit A as may be amended, with the Office of the County Recorder of Solano County, California. 19 BE IT FURTHER RESOLVED that the City Manager of the City of Suisun City is 20 authorized to take such further actions as are necessary or appropriate to implement this Resolution and is also authorized to execute any other document(s) that may be necessary or 21 appropriate to process or release said liens. 22 PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 1<sup>st</sup> day of November 2022 by the following vote: 23 **AYES:** Councilmembers: 24

> Anita Skinner City Clerk

**WITNESS** my hand and the seal of said City this 1<sup>st</sup> day of November 2022.

Councilmembers:

Councilmembers:

Councilmembers:

**NOES:** 

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**ABSENT:** 

**ABSTAIN:** 

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Total Due	115.55	127.45	337.73	291.10	385.01	327.45	327.45	337.73	327.45	337.73	436.46	337.73	581.22	327.30	337.73	371.32	315.95	327.45	619.96	470.09	347.30	327.45	337.73	327.45	337.73	487.46	292.97	306.04	331.33 337.73	299.92	234.72		489.18	489.18 337.73	489.18 337.73 198.99	489.18 337.73 198.99 292.97 327.45	489.18 337.73 198.99 292.97 327.45 150.86	489.18 33.73 198.99 292.97 327.45 150.86 100.73	489.18 33.7.73 198.99 292.97 327.45 150.86 100.73 331.04	489.18 337.73 198.99 292.97 327.45 150.86 100.73 331.04 290.34	489.18 337.73 198.99 292.97 327.45 150.86 100.73 331.04 290.34 337.73	489.18 337.73 198.99 292.97 327.45 150.86 100.73 33.104 290.34 337.73	489.18 337.73 198.99 29.97 327.45 150.86 100.73 331.04 290.34 337.73 337.73	489.18 337.73 198.99 292.97 377.45 150.86 100.73 331.04 290.34 337.73 337.73 337.73	489.18 337.73 198.99 292.97 327.45 100.73 331.04 290.34 291.10 291.10 337.73 327.45	489.18 337.73 198.99 292.97 327.45 100.73 331.04 290.34 291.10 291.10 337.73 327.45	489.18 337.73 198.99 292.97 327.45 100.73 331.04 290.34 291.10 337.73 327.45 291.10	489.18 337.73 198.99 292.97 327.45 100.73 331.04 290.34 337.73 291.10 337.45 327.45 221.10 221.10	489.18 337.73 198.99 292.97 377.45 150.86 100.73 331.04 290.34 291.10 291.10 327.45 291.10 221.10 221.10 221.10
Charge	25	3 %	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	57 25	25	25		25	25	25 25 25	25 25 25 25 25	25 25 25 25 25 25	25 25 25 25 25 25 25	25 25 25 25 25 25 25	25 25 25 25 25 25 25 25 25 25 25 25 25 2	25 25 25 25 25 25 25 25 25 25 25 25 25 2	25 25 25 25 25 25 25 25 25 25 25 25 25 2	25 25 25 25 25 25 25 25 25 25 25 25 25 2	25 25 25 25 25 25 25 25 25 25 25 25 25 2	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	2	2	2	2
Charges	90.55	102.45	312.73	266.10	360.01	302.45	302.45	312.73	302.45	312.73	411.46	312.73	556.22	302.30	312.73	346.32	290.95	302.45	594.96	445.09	322.30	302.45	312.73	302.45	312.73	462.46	267.97	281.04	212.73	274.92	209.72	464.18	2	312.73	312.73	312.73 173.99 267.97 302.45	312.73 173.99 267.97 302.45 125.86	312.73 312.73 173.99 267.97 302.45 125.86	312.73 312.73 173.99 267.97 302.45 125.86 75.73	312.73 173.99 267.97 302.45 125.86 75.73 306.04 265.34	312.73 173.99 267.97 302.45 125.86 75.73 306.04 265.34	312.73 173.99 267.97 302.45 125.86 75.73 306.04 265.34 312.73	312.73 173.99 267.97 302.45 125.86 75.73 306.04 265.34 312.73	312.73 173.99 267.97 302.45 125.86 75.73 306.04 265.34 312.73 312.73 302.45	312.73 173.99 267.97 302.45 125.86 75.73 306.04 265.34 312.73 302.45 302.45	312.73 173.99 267.97 302.45 125.86 75.73 306.04 265.34 312.73 302.45 302.45	312.73 173.99 267.97 302.45 125.86 75.73 306.04 265.34 312.73 266.10 312.73 302.45	312.73 173.99 267.97 302.45 125.86 75.73 306.04 265.34 312.73 302.45 302.45 26.10	312.73 173.99 267.97 302.45 125.86 75.73 306.04 312.73 312.73 312.73 302.45 266.10 302.45 266.10
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Service Address	ACAPULCO COURT	ALEXANDER WAY	ALEXANDER WAY	AMBER DRIVE	ANDERSON DRIVE	ANDREWS CIRCLE	ARMSBY WAY	ARMSBY WAY	ARMSBY WAY	ARROYO GRANDE LA	ARROYO GRANDE LA	ASHWOOD DRIVE	AVALON WAY	<b>AVALON WAY</b>	AVALON WAY	BALD PATE DRIVE	BARCLAY COURT	<b>BARNACLE WAY</b>	<b>BARROWS DRIVE</b>	<b>BARROWS DRIVE</b>	<b>BARROWS DRIVE</b>	BAUMAN COURT	BAY STREET	BAY STREET	BEALE CIRCLE	BEALE CIRCLE	BEECHWOOD CIRCLE	BELLA VISTA DRI	BELLA VISTA DRIVE	BELLA VISTA DRIVE	BENTON COURT	BENTON COURT	BERING COURT		BERING WAY	BERING WAY BERING WAY	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT BIRCHWOOD COURT BIRCHWOOD COURT	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT BITTERN WAY BITTERN WAY BLOSSOM AVENUE	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT BITTERN WAY BLUSSOM AVENUE BLUEJAY DRIVE	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT BITTERN WAY BLUSSOM AVENUE BLUBAY DRIVE BOBOLINK COURT	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT BITTERN WAY BLOSSOM AVENUE BULLAY DRIVE BOBOLINK COURT BRIDGEWATER CIRC	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT BIRCHWOOD COURT BITTERN WAY BLOSSOM AVENUE BLUELAY DRIVE BOBOLUNK COURT BRIDGEWATER CRC BRIDGEWATER CRC	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT BITTERN WAY BLOSSOM AVENUE BLUELAY DRIVE BOBOLINK COURT BRIDGEWATER CIRC BRIDGEWATER CIRC BRIDGEWATER CIRC	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT BITTERN WAY BICTOWN WAY B	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT BITTENN WAY BLOSSOM AVENUE BLUEJAY DRIVE BOBOLINK COURT BRIDGEWATER CIRC BRIDGEWATER CIRC BRIDGEWATER CIRC BRIDGEWATER CIRC BRIDGEWATER CIRC BRIDGEWATER CIRC	BERING WAY BERING WAY BERING WAY BIRCHWOOD COURT BIRCHWOOD COURT BITTERN WAY BLOSSOM AVENUE BLUELAY DRIVE BOBOLIUK COURT BRIDGEWATER CIRC BRIDGEWATER CIRCLE BRIDG
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Owner City	SUISUN CA 94585	SOCIETY OF STREET	NEW JERSEY NJ 8550	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SACRAMENTO CA 95691	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	PACIFICA CA 94044	SUISUN CITY CA 94585	SUISUN CITY CA 94585-17	SUISUN CA 94585	SUISUN CITY CA 94383	VACAVILLE CA 95688	FAIRFIELD CA 94533	GREENWOOD CA 95635-9516	SUISUN CITY CA 94585	SUISUN CA 94585		SUISUN CITY CA 94585 SUISUN CA 94585	SUISUN CITY CA 94585 SUISUN CA 94585 FAIRFIELD CA 94534	SUISUN CA 94585 SUISUN CA 94585 FAIRFIELD CA 94534 SUISUN CITY CA 94585	SUISUN CA 94585 SUISUN CA 94585 FAIRFIELD CA 94534 SUISUN CITY CA 94585 SUISUN CITY CA 94585	SUISUN CITY CA 94585 SUISUN CA 94585 FAIRFIELD CA 94534 SUISUN CITY CA 94585 SUISUN CITY CA 94585 SUISUN CITY CA 94585	SUISUN CITY CA 94885 SUISUN CA 94885 FAIRFIELD CA 94584 SUISUN CITY CA 94585 SUISUN CITY CA 94585 SUISUN CITY CA 94585 SUISUN CITY CA 94585	SUISUN CA 94585 SUISUN CA 94585 FAIRFIELD CA 94534 SUISUN CITY CA 94585	SUISUN CTP CA 94585	SUISUN CA 94585 SUISUN CA 94585 FAIRFIELD CA 94584 SUISUN CITY CA 94585	SUISUN CA 94585 SUISUN CA 94585 SUISUN CA 94585 SUISUN CITY CA 94585	SUISUN CA 94585 SUISUN CA 94585 SUISUN CA 94584 SUISUN CITY CA 94585	SUISUN CA 94585 SUISUN CA 94585 FAIRFIELD CA 94585 SUISUN CITY CA 94585	SUISUN CTP CA 94585 SUISUN CA 94585 SUISUN CA 94585 SUISUN CA 94585 SUISUN CA 94585	SUISUN CA 94585 SUISUN CA 94585 SUISUN CA 94585 SUISUN CITY CA 94585
Owner Address	507 ACAPULCO CT	53 ALEXANDER WV	8 PERRY DRIVE PRINCETON JUNCTION		905 ANDERSON DR	1740 ANDREWS CR	1078 ARMSBY WY	PO BOX 832	400 ARMSBY WY	523 ARROYO GRANDE LN	505 ARROYO GRANDE LN	205 ASHWOOD DR	407 AVALON WY	516 AVALON WY	510 AVALON WAY	3228 HORNBY ISLAND ST.	400 BARCLAY CT	618 BARNACLE WY	1024 BARROWS DR	1017 BARROWS DR	1023 BARROWS DR	961 BAUMAN CT	724 BAY ST	727 BAY ST	188 BONNIE LN	1732 BEALE CR	942 BEECHWOOD CIR	1518 BELLA VISTA DR	727 BELLA VISTA DR 532 BELLA VISTA DR	431 WILLAMETTE DR	PO BOX GG	5221 LONGVIEW LANE	1009 BERING CT	814 BERING WY		817 BERING WY 832 BERING WY	817 BERING WY 832 BERING WY 3191 RAMSEY RD.	817 BERING WY 832 BERING WY 3191 RAMSEY RD. 122 BIRCHWOOD CT	817 BERING WY 832 BERING WY 3191 RAMSEY RD. 122 BIRCHWOOD CT	817 BERING WY 832 BERING WY 3191 RAMSEY RD. 122 BIRCHWOOD CT 122 BIRCHWOOD CT 1203 BITTERN WY	817 BERING WY 832 BERING WY 3191 RAMSEY RO. 122 BIRCHWOOD CT 122 BIRCHWOOD CT 1203 BITTERN WY 802 BLOSSOM AV	817 BERING WY 832 BERING WY 3191 RAMSEY RD. 122 BIRCHWOOD CT 122 BIRCHWOOD CT 1203 BITTERN WY 802 BLOSSOM AV 1002 BLUEIAY DR.	817 BERING WY 832 BERING WY 3191 RAMSEY RD. 122 BIRCHWOOD CT 122 BIRCHWOOD CT 1203 BITTERN WY 802 BLOSSOM AV 1002 BLUEIAY DR. 807 BOBOLINK CT	817 BERING WY 832 BERING WY 3191 RAMSEY RD. 122 BIRCHWOOD CT 1203 BITTERN WY 802 BLOSSOM AV 1002 BLUELAY DR. 807 BOBOLINK CT 224 BRIDGEWATER CR	817 BERING WY 832 BERING WY 3191 RAMSEY RD. 122 BIRCHWOOD CT 1223 BIRCHWOOD CT 1203 BITTERN WY 802 BLOSSOM AV 1002 BLUEAY DR. 877 BOBOLINK CT 224 BRIDGEWATER CR 268 BRIDGEWATER CR	817 BERING WY 832 BERING WY 3191 RAMSEY RD. 122 BIRCHWOOD CT 1223 BIRCHWOOD CT 1203 BITTERN WY 802 BLOSSOM AV 1002 BLUEAY DR. 877 BOBOLINK CT 224 BRIDGEWATER CR 268 BRIDGEWATER CR 225 BRIDGEWATER CR	817 BERING WY 3191 RAMSEY RO. 1122 BIRCHWOODD CT 1128 BIRTERN WY 802 BLOSSOM AV 1002 BULELAY DR. 807 BOBOLINK CT 224 BRIDGEWATER CR 268 BRIDGEWATER CR 225 BRIDGEWATER CR	817 BERING WY 832 BERING WY 3191 RAMSEY RD. 122 BIRCHWOOD CT 1228 BITERN WY 802 BLOSSOM AV 1002 BLUEJAY DR. 807 BOBOLINK CT 224 BRIDGEWATER CR 268 BRIDGEWATER CR 225 BRIDGEWATER CR 225 BRIDGEWATER CR 227 BROOKSIDE DR 3317 ONSLOW WAY	817 BERING WY 832 BERING WY 3191 RAMSEY RD. 122 BIRCHWOOD CT 1228 BIRCHWOOD CT 1203 BITTERN WY 802 BLOSSOM AV 1002 BLUEAV DA. 807 BOBOLINK CT 224 BRIDGEWATER CR 225 BRIDGEWATER CR 225 BRIDGEWATER CR 225 BRIDGEWATER CR 225 BRIDGEWATER CR 3317 ONSLOW WAY 1 KASER PIT STF 1450
Owners Name	TRAN HIEN P	CCHOA CESAR	ZHAO JIANG	MYLES DEIRDRE L & BRYAN JT	VELEZ JOSE M	VAZQUEZ CESAR O & DOMINIQUE JT	JONES DWAYNE	MORRIS MICHAEL A	DULAY SYLVIA L	SKAGGS RONALD E & CM JT	WARD ROCHELLE	RANKIN JUAN LORENZO	REED ASHLEY E	VILLASENOR ROBERTO P	THOMPSON WAYNE LJRJT	COOK VORICE	HOLLIMAN LEBRASKA & M TR	DUNN CYNTHIA A	MOSQUEDA MARCO ANTONIO F	IRVING TERRELL/DYSONKARWANNA	MONTERROZA JUAN RUIZ	NEVAREZ MICHAEL	YOUNG DERELLE A	DETTWILER DANIEL R & C L JT	VOGT KEITH J/VOGT MABLE	CARRILLO JOSE	AYMAR PATRICK M	SMOTHERS LYNNE A	CABLIS SHIJKIMBA M	TIMMONS MARIA DE DEUS (CONSV)	ENGELL BROTHERS	FENNIE DANA	ROTTER MICHAEL	ZUMPANO-ERDAY J P JR & S E JT		JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH NETTAVONG VIENGSAVAN H	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH NETTAVONG VIENGSAVAN H NETTAVONG VIENGSAVAN H	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH NETTAVONG VIENGSAVAN H NETTAVONG VIENGSAVAN H FINLEY MAURICE/FINLEY RAMONA	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH NETTAVONG VIENGSAVAN H NETTAVONG VIENGSAVAN H FINLEY MANGKEFINLEY RAMONA PEREZ JOSE M	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIAR SMITH NETTAVONG VIENGSAVAN H NETTAVONG VIENGSAVAN H FINLEY MAURICE/FINLEY RAMONA PEREZ JOSE M OLIVER JOYCE V	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH NETTAVONG VIENGSAVAN H FINLEY MAURICE/FINLEY RAMONA PEREZ JOSE M OLIVER JOYCE V FORD RONALD W & LOUBERTHAT JT	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHAR R SMITH NETTAVONG VIENGSAVAN H RINLEY MAURICE/FINLEY RAMONA PEREZ JOSE M OLIVER JOYCE V FORD RONALD W & LOUBERTHAT JT WASONGA PETER O & AGRIPPINA A	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH NETTAVONG VIENGSAVAN H FINLEY MAURICE/FINLEY RAMONA PEREZ JOSE M OLUVER JOYCE V FORD RONALD W & LOUBERTHA T JT WASONGA PETER O & AGRIPPINA A VALDEZ MARIO	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH NETTAVONG VIENGSAVAN H NETTAVONG VIENGSAVAN H FINLEY MAURICE/FINLEY RAMONA PEREZ JOSE M OLUKER JOYCE V FOND RONALD W & LOUBERTHAT JT WASONGA PETER O & AGRIPPINA A VALDEZ MARIO RYBURG CHRISTOPHER A	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH NETTAVONG VIENGSAVAN H NETTAVONG VIENGSAVAN H FINLEY MAURICE/FINLEY RAMONA PEREZ JOSE M OLIVER JOYCE V FORD RONALD W & LOUBERTHAT JT WASONGA PETER O & AGRIPPINA A VALDEZ MARIO RYBURG CHRISTOPHER A JARVIS MELVIN D JR JT	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH NETTAVONG VIENGSAVAN H FINLEY MAURICE/FINLEY RAMONA PEREZ JOSE M OLIVER JOYCE V FORD RONALD W & LOUBERTHAT JT WASONGA PETER O & AGRIPPINA A VALDEZ MARIO RYBURG CHRISTOPHER A JARVIS MELVIN D JR JT JIN GUOBING JT	JOHNSTON MICHAEL/AGUILAR-JOHNSTON M MORABITO LOUIS J CYNTHIA R SMITH NETTAVONG VIENGSAVAN H FINLEY MAURICE/FINLEY RAMONA PEREZ JOSE M OLIVER JOYCE V FORD RONALD W & LOUBERTHAT JT WASONGA PETER O & AGRIPPINA A VALDEZ MARIO RYBURG CHRISTOPHER A JARVIS MELVIN D JR JT JIN GUOBING JT MCKINIEY HOLDING J I P
Owners Name	17418207	3735171	3235421	3735214	17353603	17438114	17346201	17346215	17346218	17423318	17424308	17350602	3723203	3723408	3723411	17308504	17346112	17312204	17335319	17335406	17335409	17354203	3207404	3207516	17437406	17437415	17350308	17429209	17423307	17424311	3205221	3208103	17337506																

333.93	418.58	271.73	91.18	337.73	891.33	327.45	327.45	337.73	327.45	328.56	286.43	130.50	327.45	337.73	318.52	182.34	327.75	286.43	337.73	337.73	337.73	212.83	292.97	423.57	327.45	292.97	337.73	327.45	327.45	337 73	247.96	337.73	535.17	425.43	337.73	327.45	2019.10	327.45	207.80	327.45	327.45	337.73	312.72	292.97	342.10 436.46	436.46	327.73	337.73	342.09	257.57	284.81	70 000
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308.93	393.58	246.73	66.18	312.73	866.33	302.45	302.45	312.73	302.45	303.56	261.43	105.50	302.45	312.73	293.52	157.34	302.45	261.43	312.73	312.73	312.73	187.83	267.97	398.57	302.45	267.97	312.73	302.45	302.45	312.73	222.96	312.73	510.17	400.43	312.73	302.45	1994.10	302.45	182.80	302.45	302.45	312.73	27.72	767.97	317.10	312 73	302.73	312.73	317.09	232.57	259.81	70 730
22/07	37/08	22/08	22/07	22/08	22/05	22/05	22/07	22/08	22/07	22/07	22/06	22/08	22/07	22/08	20/27	37/06	20/22	22/06	22/08	22/08	22/08	22/06	22/06	22/05	22/07	22/06	22/08	70/27	75/08	22/08	22/07	22/08	22/08	22/05	22/08	22/07	22/05	22/07	22/07	70/27	22/07	22/08	50/27	22/06	70/27	22/08	22/09	22/08	22/07	22/08	22/05	20/00
BUENA VISTA AVENU	CABANA COURT	CACKLING DRIVE	CACKLING DRIVE	CACKLING DRIVE	CALIFORNIA STREE	CAMELLIA COURT	CAMELLIA LANE	CANVASBACK DRIVE	CANVASBACK DRIVE	CANVASBACK DRIVE	CAPISTRANO DRIVE	CAPISTRANO DRIVE	CAPISTRANO DRIVE	CARSWELL LANE	CHIDAANI ANE	CHIPINIAN LAINE	CHUI A VISTA WAY	CHYRL WAY	CHYRL WAY	CHYRL WAY	CHYRL WAY	CLEARBROOK COURT	CLOVERLEAF CIRCL	CLOVERLEAF CIRCL	CLOVERLEAF CIRCL	CLOVERLEAF CIRCL	CORAL LANE	CORAL LAINE	CRANE DRIVE	CRANE DRIVE	CRANE DRIVE	CRANE DRIVE	CRANE DRIVE	CRAVEN DR	CRAVEN WAY	CRAVEN WAY	CREED RD	CRESTED DRIVE	DECOY LANE	DICKEY COURT	DICKEY COURT	DONNER COURT	טטטט טאועד	EAST WIGEON WAY	EAST WIGEON WAT	FRETTS COLIRE	EDGFWOOD CIRCLE	EDGEWOOD CIRCLE	EIDER LANE	EL MORRO LN	EL PRADO LANE	F 400
64	1403 502	302 829	837	807	211	1030	1120	326	604	617	710	812	819	1721	1509 83	83	728	412	408	409	413	500	224	231	248	268	96	۶ ۶	618	1218	1214	1302	1211	949	308	307	4895	831	607	407	403	1406	207	536 585	000	1403	937	939	503	1511	1502	;
FAIRFIELD CA 94533	VALLEJO CA 94591	FAIRFIELD CA 94583	SAN FRANCISCO CA 94123	RICHMOND CA 94806-2635	STOCKTON CA 95203	SAN FRANCISCO CA 94132 VALLETO CA 94589	FAIRFIELD CA 94534	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISON CLIY CA 94585	SOISOIN CA 94585	SUISIN CA 94585	SUISON CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISON CLLY CA 94585	SUISON CITY CA 94585 EAIREIETD CA 94534	SHISHN CA 94534	SCOTTSDALE AZ 85255	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	CUPERTINO CA 95014	SUISUN CITY CA 94585	SUISUN CA 94585	SUISON CLIY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUIN CITT CA 34363	BAKERSFIELD CA 93306-59	SOISOIN CITY CA 94383	SUISON CITT CA 94833	SUISON CA 94383	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	10140 40 VEIO MITORITO
64 BUENA VISTA AV	715 SKYLINE DK.	65 VILLA CIRCLE	2645 FRANKLIN ST #2	3130 3BIRMINGHAM DR	1327 N VAN BUREN ST	1// BRIGHT ST	2450 RIDGEWOOD CR	326 CANVASBACK DR	604 CANVASBACK DR	617 CANVASBACK DR	710 CAPISTRANO DR	812 CAPISTRANO DR	819 CAPISTRANO DR	1721 CARSWELL LN	1509 CASA LUMA WY	234 CHILLA VISTA WAY	728 CHILIA VISTA WY	412 CHYRL WY	408 CHYRL WY	409 CHYRL WY	413 CHYRL WY	209 CLEARBROOK CT	224 CLOVERLEAF CIR	231 CLOVERLEAF CR	248 CLOVERLEAF CR	268 CLOVERLEAF CR	96 CORAL LN	/9 CORAL LN	618 CKANE DK 2141 CORRI ESTONE AVE	1218 CRANF DR	8665 E HARTFORD DR. #20	1302 CRANE DR	1211 CRANE DR	949 CRAVEN DR	308 CRAVEN WY	307 CRAVEN WY	22409 JANICE AVE	831 CRESTED DR	607 DECOY LN	407 DICKEY CI	403 DICKEY CT	1406 DONNER CT	TOTA CONTINUOUS DR	/14 GREENWOOD DR.	583 E WIGEON WI	354 E WIGEON WY	932 EDELLIECT	939 EDGEWOOD CR	503 EIDER LN	P O BOX 1348	1502 EL PRADO LANE	
IRUCUTA ROBERTO & CATALINA JT	NICOLAS ABMSTBONG	JEFFERY HANCOCK	YUAN HUNGKEE	WALKER TONJI	MONROY WUILSON N S	PHYLLS SMITH	GUTIERREZ ELADIO & FIDELINA JT	LESSER ADAM	GATEWOOD GEORGE L & N J JT	PLATZ EDWIN G & LAUREN JT	JOSEPH TOMLINSON	ZEIDAN RIMS N	MARCELLUS MIKKAH/MARCELLUS LAUREN O	MCCARVER TERRILL	GOINEZ VERONICA JI	WASNET ACETTA B TB	MARIBEI ORTEGA	LOVELAND ESTHER G	BALANDRAN JUAN C & ADRIANA JT	YOUNG LORRAINE M	ASHRAF NAVEED	CANTU RUBEN	RAMOND & M E WILLIS III	MCLEOD SHALANDA N/HAMILTON RICKY L	MOUTON MARTISHA	WATSON DANIELLE	JOHNSON VAUGHN T	JORGE OR LEGA	SAEZ ARISTIDE GBECH MICHAEL T/GBECH C D T	PAL BAVINDER	SWH 2017-1 BORROWER LP	ALEXANDER ROBERT	ANZUETO LUIS E & FRANCIS M JT	RIO WAYNE I JR	MALDONADO, JOSE JUAN	YOLANGCO DANIEL G & IRENE R JT	HUANG ZHIBIN/ZHU HAILING	WHITED MICHAEL LJR	THOMAS DANNY E	WILSON LOIS E	WENDY FARJAT	GONZALEZ JOSE	JACKSOIN PARIS C	MURK AUTOMN C	CHESTER LITTOR & WALTER	CREGGETT ANTHONY & MARIAN	ANTONIO MENDOZA	BAUTISTA MICHELLE	KIBBLEWHITE JAMES	WAGNER, LINDA J	ROCKY RAQUEDAN	
3236405	17418212	17311203	17311207	17312408	3215103	3/31123	3731223	17302210	17311222	17311308	17422411	17429115	17429508	17449101	1/422121	3234407	17428107	3723211	3723213	3723306	3723308	17356212	17373107	17373318	17374302	17374307	3234214	3234303	17320509	17321101	17321103	17321221	17324221	17355105	17353504	17353604	174210020	17337613	17311503	1/353104	17353106	1/331401	3229310	1/309302	17314307	17331205	17351203	17351308	17309310	174224060	17422422	0,,,,

284.81	233.70	334.06	337.73	292.97	329.54	337.73	337.73	292.97	346.85	291.10	327.45	327.45	292.97	337.73	337.73	337.73	511.19	337.73	337.73	79.797	327.45	337.73	331.04	292.97	327.45	467.10	337.73	292.97	292.97	337.73	327.45	337.73	350.34	422.88	284.81	337.73	209.57	240.86	337.73	292.97	284.81	327.45	337.73	C7.7CC	337.73	2163.17	157.50	200.24	307.90	374.88	337.73	337.73 337.73
25	25	25	25	52	25	25	25	25	25	25	25	25	25	25	25	25	25	52	2,5	25	25	25	25	25	25	25	25	25	25	25	25	25	ر کر کر	25	25	25	25	25	25	25	25	52	52	77	25	25	25	25	25	25	25	25 25
259.81	208.70	309.06	312.73	187.68	304.54	312.73	312.73	267.97	321.85	266.10	302.45	302.45	267.97	312.73	312.73	312.73	486.19	312.73	312.73	267.97	302.45	312.73	306.04	267.97	302.45	442.10	312.73	267.97	267.97	312.73	302.45	312.73	302.45	397.88	259.81	312.73	184.57	215.86	312.73	267.97	259.81	302.45	266.IU 312.73	312.73	312.73	2138.17	132.50	175.24	282.90	349.88	312.73	312./3 312.73
22/05	22/08	22/07	22/08	22/06	22/05	22/08	22/08	22/06	22/05	22/05	22/07	22/07	22/06	22/08	22/08	22/08	55/06	27/05	22/03	22/02	22/07	22/08	22/08	22/06	22/07	22/05	22/08	22/06	22/06	22/08	22/07	22/08	70/27	22/02	22/05	22/08	22/06	22/05	22/08	22/06	22/02	70/27	22/03	22/08	22/08	22/05	22/05	22/08	22/07	22/05	22/08	22/08
ELWOOD STREET	ELWOOD STREET	ELWOOD STREET	EMPEROR DRIVE	EMPEROR DRIVE	ENGELL COURT	ERIN DRIVE	ERIN DRIVE	FAIRBROOK COURT	FENNIE COURT	FENNIE COURT	FLAGSTONE CIRCLE	FLAGSTONE CIRCLE	FORTUNA DRIVE	FORTUNA DRIVE	FREEDOM DRIVE	FULMAR DRIVE	GADWALL DRIVE	GOLDEN EYE WAY	GOODAIR COLIRT	GRAY HAWK LANF	GRAY HAWK LANE	GRAY HAWK LANE	GREENHEAD WAY	HACIENDA LANE	HAMMOND LANE	HARLEQUIN WAY	HARLEQUIN WAY	HARRISBURG LANE	HEMBRE COURT	HIBISCUS LANE	HIDDEN COVE WAY	HILLBORN COURT	HONKER LANE	HONKER LANE	HOYT COURT	HUMMINGBIRD WAY	JACARANDA DRIVE	JACARANDA DRIVE	JAVAN WAY	JAVAN WAY	JEANNE COURT	KELLUGG SIREEI	KEVES COURT	VEVES LANE	KIMBFRIY COURT	KINGS WAY	KINGS WAY	KINSMILL COURT	KINSMILL COURT	KLAMATH DRIVE	KLAMATH DRIVE	KLAMATH DRIVE KLAMATH DRIVE
208	205	217	502	911 915	311	517	208	208	1059	1071	334	328	511	530	907	504	502	813 01E	413	1237	1225	1256	821	512	1300	927	913	1628	1315	326	905	805	406	529	303	515	351	390	901	912	1101	1113	320	525	1317	405	407	419	402	602	611	626 626
SAN FRANCISCO CA 94132	SAN RAFAEL CA 94901-320	SUISUN CITY CA 94585	SUISON CITY CA 94585	301301N CHT CA 3438323	SUISON CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	WALNUT CREEK CA 94597	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CLIY CA 94585	SUISON CA 94585	SUBSUINCITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	REDONDO BEACH CA 90278	PINOLE CA 94564	SUISUN CITY CA 94585	SUISUN CA 94585	SUISON CA 94585 SUISTIN CITY CA 94585	SUISIN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISON CA 94585	SUISUN CLIY CA 94585	SUISON CITY CA 94585	COCCUCION CA 04:05	SUISON CA 34383	UNION CITY CA 94587	SUISUN CITY CA 94585	FAIRFIELD CA 94584	APO AE 09036-1008	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585 SUISUN CITY CA 94806					
123 MONTICELLO ST.	1292 LINCOLN AVE.	217 ELWOOD ST	502 EMPEROR DR	1312 THE ANE OR	311 ENGELL CT	517 ERIN DR	921 KELLOGG ST.	3232 ECCLESTON AVE	1059 FENNIE CT	1071 FENNIE CT	334 FLAGSTONE CR	328 FLAGSTONE CR	511 FORTUNA DR	530 FORTUNA DR	907 FREEDOM DRIVE	504 FULMAR DR	502 GADWALL DR	813 GOLDEN EYE WY	413 GOODAIR CT	1237 GRAY HAWK I ANF	1225 GRAY HAWK LANE	1256 GRAY HAWK LANE	821 GREENHEAD WY	512 HACIENDA LN	1300 HAMMOND LN	927 HARLEQUIN WY	913 HARLEQUIN WY	1628 HARRISBURG LN	2015 MANHATTEN STE. 1	2350 MARTINEZ CT	902 HIDDEN COVE WY	805 HILLBORN CT	406 HONKER LIN	529 HONKER IN	303 HOYT CT	515 HUMMINGBIRD WY	351 JACARANDA DR	390 JACARANDA DR	901 JAVAN WY	912 JAVAN WAY	1101 JEANNE CT	1113 KELLOGG SI	320 KEYES CI 329 KEYES CT	323 NETES CT.	201 NETES LIN 1317 KIMBERIY CT	34234 RED CEDAR LN	407 KINGS WY	5213 TUSCANY DR.	MCR 475 BOX 825	602 KLAMATH DR	611 KLAMATH DR	635 KLAMATH WY 626 KLAMATH DR
ANDREW N G & JENNY CHENG	2012-8 PROPERIY HOLDINGS LLC	HEDGE LARRY L & TOSHIKO JI	MITCHELL CATHEREAN/MITCHELL TAISHAW	ZHAO BINGXAN	DUEY DENNIS REY T	BROWN WALTER & BEATRICE M TR	TORNAY BERNARD J/TORNAY LYNDA	GATRELL MICHAEL R	ALLEN RAHSAAN	BURNS JULIET	SIMMONS GENNARY S	NICARAGUA NELLY	TORRES VERONICA L	MOODY ROBERT E & LISA R JT	AYERS JAMES M	STUBBS TIMOTHY & BONNIE JT	AUSIIN I RESANDRA C & I LJI	GABRIEL FONSECA	IANFA CHAPMAN	WAI KER VAI FNTINO	RUIZ CARRILLO WENDY FRANCELA	KOLBY THOMAS	NICHOLAS JOHNSON	STROUD KEARIN	GARVEY LAURA	FUQUAY LESLIE G & VC JT	GARCIA-MARTINEZ JAIME	BARRETT JOHN N JR & D E JT	CAM IX TRUST	JAYMOT ELAINE O & FRANK R	BOLDEN BRADLEY ADAMS TR	EVANS LAWRENCE & GWENDOLYN JT	GRASSO CHARLENES WYDERMYER BILLY B. IR	HOLOCHUCK RICHARD & MONA IT	HURTADO ALEJANDRO	MAROULAS MICHAEL & PL TR	CHILTON VIVIAN D	MALDONADO LOURDES	LOPEZ XAVIER A	SILVA ERIK K	AQUINO, RUBEN	MICCABE DAVID & LAURIE JI	SENDETAS ARMANDO E/GABCIA ABMANDO E	TIMOTEO BEGILEBZO	WIGGINS PALI & HILIAN IT	S/S INVESTS	CLAY JOHN ELLIOT KINDEL	MORENO FRANCISCO M & LUZ AIDA	MOTA CLEOFE A & ROBERTO III JT	FONTAINE HILARY P	TOLBERT KENNETH E	KIVEKA LUIS A THRESA MURPHY
3224322	3224402	3224405	17329306	17344329	17357403	3231418	3231505	17365112	17358205	17358208	17373205	17373209	17418405	17423406	3229602	17325326	1/303224	17305418	17353201	17381209	17381212	173811070	17304213	17423103	17360202	17329117	17329124	17450208	17360316	3731233	17344122	17361234	17310341	17310415	17353507	17323404	3731214	3731309	17338101	17338210	3724126	3216462	17360419	17261214	17348218	3723103	3723118	17352304	17352402	17322103	17322203	1/331215 17331409

309.99	327.45	118.65	592.40	337.73	292.97	327.45	292.97	327.45	266.34	327.45	327.45	292.97	292.97	337.73	498.64	291.10	327.45	327.45	337.73	170.99	291.10	369.12	327.45	184.04	327.45	155.47	292.97	557.75	327.45	357.82	291.10	180.70	326.20	337.73	337.73	292.97	337.73	327.45	292.97	184.04	277.67	230.80	247.73	291.10	327.45	337.73	394.12	337.73	337.73	292.97	327.45
25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	۲2 کر	25	25	25	25	25	25	25	25	25	25	25	C7	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	5 5 7	25	25
284.99	302.45	93.65	567.40	312.73	267.97	302.45	267.97	302.45	241.34	302.45	302.45	267.97	267.97	312.73	4/3.64	266.10	302.45	302.45	312.73	145.99	266.10	344.12	302.45	159.04	302.45	130.47	267.97	517.73	302.45	332.82	266.10	155.70	301.20	312.73	312.73	267.97	312.73	302.45	267.97	159.04	252.67	205.80	222.73	266.10	302.45	312.73	369.12	312.73	312./3	267.97	302.45
22/05	22/07	22/05	22/05	22/08	22/06	22/02	22/06	22/07	22/08	22/07	22/07	22/06	22/06	22/08	72/0/	22/05	22/07	22/07	22/08	22/07	22/05	22/02	22/07	22/06	22/07	22/06	22/06	22/00	22/07	22/08	22/05	22/05	22/07	22/08	22/08	22/06	22/08	22/07	22/06	22/06	22/06	22/02	22/08	22/02	22/07	22/08	22/08	22/08	22/08	22/06	22/07
LABRADOR WAY	LANGLEY WAY	LASSEN AVENUE	LOIS LANE	LOIS LANE	LOIS LANE	LONG STREET	LONGSPUR DRIVE	LONGSPUR DRIVE	MAIN ST	MAIN STREET	MAIN STREET	MAPLE STREET	MAPLE STREET	MARCIA LANE	MARCIA LANE	MAXMELL LANE	MAYFIFID CIRCLE	MAYFIELD CIRCLE	MAYFIELD CIRCLE	MAYFIELD CIRCLE	MAYFIELD CIRCLE	MAYFIELD CIRCLE	MAYFIELD CIRCLE	MCCOY CREEK WAY	MCFALL COURT	MCGUIRE CIRCLE	MCGUIRE CIRCLE	MEELAN COILD	MONITOR AVENUE	MONITOR AVENUE	MONTE CARLO DRIV	<b>MORGAN STREET</b>	MOSSWOOD DRIVE	MOSSWOOD DRIVE	MURRE WAY	MURKE WAY	NANCY COURT	NEPTUNE COURT	<b>NEWPORT WAY</b>	OSPREY WAY	PALERMO DRIVE	PASEO FLORES DR	PAULA DRIVE	PELICAN WAY	PEPPERWOOD STREET	PHEASANT DRIVE	PHEASANI DRIVE	PHEASANT DRIVE	PHILIP WAY	PINTAIL DRIVE	PINTAIL DRIVE
509	1412	503	1348	1314	1341	213	902	918	1104	1107	1012	224	233	605	61/	1613	1251	1227	340	308	304	333	349	1239	429	1689	1665	312	1423	1480	724	210	96	908	904	1008	1100	1002	96	823	700	1614	202	1412	914	1105	1123	1203	1326	318	403
SUISUN CITY CA 94585 SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	FAIRFIELD CA 94534	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CA 94585	SUISUN CILY CA 94585-58	VALLETO CA 94583	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	FAIRFIELD CA 94533	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	TRAVIS AFB CA 94535	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISON CITY CA 94585	SUISUIN CITY CA 94585	SAN FRANCISCO CA 94124	SUISUN CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	NAPA CA 94558	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISON CLIY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CITY CA 94585	SAN DIEGO CA 92131	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585	SUISUN CLIY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CITY CA 94585	SUISUN CA 94585
509 LABRADOR WY 1431 LANGLEY WY	1412 LANGLEY WY	503 LASSEN AVE	4448 MEADOW VALLEY CIR	1314 LOIS LN	1341 LOIS LN	213 LONG ST	PO BOX 1103	918 LONGSPUR DR	1104 MAIN ST.	1107 MAIN ST	1012 MAIN ST	224 MAPLE ST.	233 MAPLE ST	605 MARCIA LN	617 MARCIA LN	A1A SEAHORSE DR	1251 MAYEELD CIR	1227 MAYFIELD CR	340 MAYFIELD CIR	3658 FULLERTON CT	304 MAYFIELD CIR	333 MAYFIELD CR	349 MAYFIELD CR	PO BOX 1853	429 MCFALL CT	1689 MCGUIRE CR	1665 MCGUIRE CR	A21 MEEHAN CT	421 MEEHAN CI 1663 KIRKWOOD AV	1480 MONITOR AV	724 MONTE CARLO DR	210 MORGAN ST	4705 LINDA VISTA	806 MOSSWOOD DR	904 MURRE WY	1008 MURKE WY	1100 NANCY CT	1002 NEPTUNE CT	96 NEWPORT WY	823 OSPREY WY	700 PALERMO DR	11091 WEATHERWOOD TER	507 PAULA DR	1412 PELICAN WY	914 PEPPERWOOD DR	1105 PHEASANT DR	1123 PHEASANT DR	1203 PHEASANT DR	1326 PHILIP WY	318 PINTAIL DR	403 PINTAIL DR
CHAVARRIA GREGORIO MCCOY MARISA	CHADWICK DAVE & DEBRA JT	PERSONS SAFINA	PRASAD UMESH & LALITA JT	SIMON LINDA	MUYA EDNA	CAMPBELL MICHAEL & LEAH TR	DOMINECK ARTHUR	SAMAYOA OTTO & ROSA JT	CHAVEZ ERNESTO	ALDER THOMAS D TR	SILVA SHANE L/SILVA CATHERINE R	MARTINEZ JOSE A	KRIPAITIS MICHAEL J	WARREN ROBERT M JT	COMPLES JEHFREY J.J.	VI ALON LOSE/ARGITELLES DRISCHA	FRI WEIN DANIEL P/FRI WEIN ROBIN M	KOUBA LANDON J	CAZARES LUIS MENDEZ	VALADEZ EVERARDO J JT	TINSLEY ACACIA J & DANIEL D JT	HUMPHREY WILLIE B & J M JT	PEARSON SABRINA	CHENIER JOSEPH J JR	HNIQ OA	BHAN VIJAY K & ROHINI JT	MAXIE RUSSELL D/MAXIE SINAMII R	CONSE HOLLY & BENE	BROWN TORIANO D	HILL GWENDOLYN A	GARDNER RACHEL A/GARDNER C W	WADDELL ANEKKA	CARTER CHESTER L & LORRAINE G	CARLISLE ROUNAL C & MARIA E JT	CORTESE JEFF	KANEL C DELCASTILLO	VELYSQUE AIDAEITA & W.J.	SETTEMBRINO RALPH N	CHUATAKOON RYAN	RUBIO JOHN T & SUSYJT	GIBSON RONALD L	VILLEM-HAMM LESLIE D	BOBO, JAMES	JOSE PALMA	HAMILTON SHERNETTA	ROSE LINDA MARIE	CLARK TINA JI	DAY OLLIE JT	KOBINSON PALRICK K & P.J.I.	JOVIAN COLBERT	LYLES THOMAS R
17329312	17343509	17326316	3730102	3730119	3730215	3224304	17337112	17338133	32164470	3216441	3217109	3224418	3224509	3724104	3/24110	17440507	17347203	17347215	17360102	17360110	17360111	17360211	17360215	17381106	17359505	17443203	17443209	17380416	17342302	17343314	17430321	3215112	3239102	3240108	17317606	1/349216	3724152	3230315	3239202	17345509	17431412	17431223	3231313	17326229	17363206	17323311	1/323321	17323325	3733303	17304438	17306211

327.45 291.10 122.95 331.04	331.04 273.17 327.45 385.06	327.45 337.73 422.88 425.15 337.73	327.45 327.45 416.16 337.73 337.73	337.73 327.45 366.92 292.97 337.73 416.43	337.73 327.45 313.00 321.15 337.73 167.15	292.97 327.45 299.92 232.52 277.98 337.73 501.04 507.15	324.77 327.45 299.57 137.73 209.21 409.14 291.10 240.84 291.10 292.97 419.79 291.10 457.32 394.08
25 25 25 25	25 25 25 25	25 25 25 25 25	25 25 25 25 25 25	25 25 25 25 25 25	25 25 25 25 25 25 25	25 25 25 25 25 25 25 25 25	2
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#### AGENDA TRANSMITTAL

**MEETING DATE:** November 1, 2022

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2022-\_\_\_: Authorizing the City Manager to Approve the Agreement for Purchase and Sale of Real Property under Threat of Condemnation and Joint Escrow Instructions and to Take Any and All Actions Necessary to Implement the Agreement.

**FISCAL IMPACT:** Compensation for this agreement has been negotiated at a total cost of \$725,000 which would come from the Offsite Street Improvement Program fund. OSIP funds are development impact fees paid for by developers to help mitigate for increased traffic from new development. There would be no impact to the General Fund.

STRATEGIC PLAN: Provide Good Governance; Ensure Fiscal Solvency.

**BACKGROUND:** The Pickerings (Seller) own an undeveloped property at the southeast corner of Sunset and Railroad (APN 0037-160-110). A portion of this property has been identified in the General Plan as necessary for the future realignment of Railroad Avenue. Seller filed a Complaint for Inverse Condemnation in Superior Court on November 24, 2020 claiming that they were unable to sell their property due to the cost impact of the future road right-of-way (ROW) on their property. Inverse Condemnation is initiated by a property owner when they feel that government is enacting a taking without following the eminent domain procedures.

Upon notice of the lawsuit, City staff explored the necessity of the future realignment of Railroad and determined that it is indeed necessary for the future flow of traffic through Suisun City and entered into negotiations with seller to purchase a portion of the property along the canal needed for the future roadway. During the negotiation period, staff completed preliminary design in order to determine the exact amount of property needed and had the road property appraised. During settlement mediation, City and Seller were able to come to a negotiated settlement that included acquisition of the needed right of way at the appraised value.

**STAFF REPORT:** The total cost of the settlement is \$725,000 which will come from the Offsite Street Improvement Program (OSIP) fund and will not impact the General Fund. OSIP funds are restricted funds that can be used for the acquisition of ROW and related costs, as well as for the construction of the future roadway. OSIP funds cannot be used for normal road maintenance or repairs. The settlement breaks down as follows:

Value of Road Property: \$ 272,930 Severance Damages: 148,895 Temporary Construction Easement: 17,839 Attorney & Other Fees: 285,336 TOTAL \$ 725,000

Severance damages in eminent domain cases consider the loss of value to the remainder property when property is taken from a larger parcel and the remaining property loses value. This amount was determined by the appraisal and negotiation.

The agreement also allows for a future temporary construction easement for the road realignment project. This easement is needed to allow a reasonable work area for the future construction beyond the confines of the ROW. The value of the easement was determined through the appraisal.

Attorney's Fees are based on costs incurred and negotiation.

Beyond the monetary terms, additional terms include a Seller obligation to maintain their remainder property and keep it free of all trash and debris. This property has historically been a problem property for illegal dumping. It also requires that the Seller commence appropriate legal proceedings of unlawful detainer to allow the removal of the trespassers on the property by the City.

**STAFF RECOMMENDATION:** It is recommended that the City Council approve Resolution No. 2022-\_\_\_: Authorizing the City Manager to approve the Agreement for Purchase and Sale of Real Property under Threat of Condemnation and Joint Escrow Instructions and take any and all actions necessary to implement the Agreement.

## **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2022-\_\_\_: Authorizing the City Manager to approve the Agreement for Purchase and Sale of Real Property under Threat of Condemnation and Joint Escrow Instructions and take any and all actions necessary to implement the Agreement.
- 2. Property appraisal
- 3. Power Point presentation

PREPARED BY:Greg Folsom, City ManagerREVIEWED BY:Kris Lofthus, Deputy City ManagerAPPROVED BY:Kris Lofthus, Deputy City Manager

#### **ATTACHMENTS:**

- GB Pickering Settlement Reso Attachment 1 p.pdf
- GB Pickering Initial OfferStmt 0322 GS# 221520 Appraisal Attachment 2 p.pdf
- GB Pickering Settlement Presentation Attachment 3 p.pdf

## **RESOLUTION NO. 2022-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO APPROVE THE AGREEMENT FOR
PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF
CONDEMNATION AND JOINT ESCROW INSTRUCTIONS AND TO TAKE ANY
AND ALL ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

**WHEREAS**, the Pickerings (Seller) own an undeveloped property at the southeast corner of Sunset and Railroad (APN 0037-160-110); and

WHEREAS, a portion of this property has been identified in the General Plan as necessary for the future realignment of Railroad Avenue; and

WHEREAS, Seller filed a Complaint for Inverse Condemnation in Superior Court on November 24, 2020 claiming that they were unable to sell their property due to the cost impact of the future road right-of-way on their property; and

**WHEREAS**, upon notice of the lawsuit, City staff explored the necessity of the future realignment of Railroad and determined that it is indeed necessary for the future flow of traffic through Suisun City and entered into negotiations with Seller to purchase a portion of the property along the canal needed for the future roadway; and

WHEREAS, during the negotiation period, staff completed preliminary design in order to determine the exact amount of property needed and had the road property appraised; and

**WHEREAS**, during settlement mediation, City and Seller were able to come to a negotiated settlement in the amount of \$725,000 that included acquisition of the needed right of way at the appraised value; and

WHEREAS, this property has historically been a problem for illegal dumping and additional terms include a Seller obligation to maintain their remainder property and keep it free of trash and debris and to commence appropriate legal proceedings of unlawful detainer to all the removal of the trespassers on the property by the City.

**NOW THEREFORE, BE IT RESOLVED,** by the City Council of the City of Suisun City, California, that the City Manager shall be authorized to approve the Agreement for Purchase and Sale of Real Property under Threat of Condemnation and Joint Escrow Instructions and take any and all actions necessary to implement the Agreement.

# Item 11 Attachment 1

	duly held on November 1, 2022, by the following vote:	
AYES: NOES:	Council Members: Council Members:	
ABSENT: ABSTAIN:	Council Members: Council Members:	
WITI	<b>NESS</b> my hand and the seal of said City this 1 <sup>st</sup> day of November 20	)22.
	Anita Skinner	
	City Clerk	

Adopted Page 2 of 2

Ronald G. Garland, MAI, SRA Steve Salmon, MAI



# REAL PROPERTY ECONOMICS ANALYSTS & APPRAISERS

City of Suisun City Railroad Avenue Realignment Project

Pickering Solano County Assessor Parcel Number (APN) 0037-160-110

## STATEMENT AND SUMMARY OF BASIS FOR APPRAISAL

The following is a summary of the amount established as compensation by an appraisal prepared in compliance with section 1255.010 of the Code of Civil Procedure and section 7267.2 of the Government Code. The appraisal was prepared and performed in accordance with accepted valuation principles, consistent with California valuation law, and every effort has been made to conform to the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.

Steven M. Salmon, MAI CA #AG044622

Date



#### REAL PROPERTY ECONOMICS ANALYSTS & APPRAISERS

Date: March 23, 2022

To: Greg Folsom

City Manager City of Suisun City

701 Civic Center Boulevard Suisun City, CA 94585

From: Steven Salmon, MAI

Subject: Pickering

Suisun City Railroad Avenue Realignment Project

Fee Right-of-Way and Temporary Construction Easement (TCE) Acquisition

#### Dear Greg,

In response to your request I have preformed an appraisal for the purpose of an offer to purchase in a potential eminent domain action. Additionally, I have prepared an appraisal statement in conformance with California Government Code 7267.2.

California Government Code 7267.2(a)(2)(b) (offer appraisal) states:

- (b) The public entity shall provide the owner of real property to be acquired with a written statement of, and summary of the basis for, the amount it established as just compensation. The written statement and summary shall contain detail sufficient to indicate clearly the basis for the offer, including, but not limited to, all of the following information:
- (1) The date of valuation, highest and best use, and applicable zoning of property.
- (2) The principal transactions, reproduction or replacement cost analysis, or capitalization analysis, supporting the determination of value.
- (3) If appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated and shall include the calculations and narrative explanation supporting the compensation, including any offsetting benefits.

## **BASIC PROPERTY DATA**

Owner(s) of Record: Michael and Louisa Pickering

Larger Parcel

Assessor Parcel Number(s) (APN): 0037-160-110

**Larger Parcel Character** 3.67 acre rough graded commercial site

**Property Address:**None Reported

**Applicable Zoning:** Commercial Mixed Use (CMU)

**General Plan Designation:** Commercial Service

**Highest and Best Use:** Perfect a General Plan amendment, Zoning

Change and assemblage with adjacent land owners in support of a market typical Multi-

Family apartment development.

**Project:** Railroad Avenue Realignment Project

Fee Right-of-Way 0.89 Acres (Ac.)

**Proposed to be Acquired:** 38,768 square feet (SF)

**Temporary Construction Easement (TCE)** 18,770 SF **Proposed to be Acquired:** 18 Months

**Date of Inspection:** 07/08/2021 & 03/16/2022

**Date of Valuation:** 03/16/2022

**Date of Report:** 03/23/2022



# IMPROVEMENTS SUBJECT TO PROPOSED ACQUISITION

The larger parcel is a rough graded commercial site and is not improved with any building improvements. There are no building improvements subject to the proposed acquisition.

#### VALUATION ANALYSIS SUPPORTING ESTIMATED COMPENSATION

The larger parcel is a 3.67 acre commercial site with the potential to be assembled as part of a larger in-fill development land tract within the city of Suisun City. The larger development land tract is located at the northeast corner of the southernmost signalized intersection of Railroad Avenue and Sunset Avenue, north and west of a municipal drainage canal, south of the northeastern extension of Railroad Avenue, and east of Sunset Avenue.

Sunset Avenue is a locally trafficked four-lane north/south arterial roadway that links the city of Suisun City and the State Highway 12 regional transportation corridor to the south, north to East Tabor Avenue and the City of Fairfield. The dominant land uses occurring in the immediate Sunset Avenue market area are multi-family residential apartments and single family residential uses.

There are two commercial developments in close proximity; at the Highway 12 and Sunset Avenue interchange, and at the Travis Boulevard and Sunset Avenue intersection. Both commercial developments appear to be secondary commercial locations; indicating soft demand for commercial development in the immediate market area.

Railroad avenue is a secondary, two lane, locally trafficked roadway that links Marina Boulevard to the southwest to East Tabor Avenue to the northeast. Effectively, Railroad Avenue follows the railroad corridor that runs through this section of Suisun City; with the dominant land uses along the Railroad Avenue corridor being largely commercial service uses.

The immediate market area is impacted by increased traffic congestion during commute time hours; and can become problematic due to traffic impairment and delays associated with the at-grade rail crossing of the Amtrak Capital Corridor commuter line at the northernmost intersection of Railroad Avenue and Sunset Avenue. The immediate market area is subject to increased noise due to the active commuter rail line.

The highest and best use of the larger parcel is to perfect a general plan amendment and zoning change, and assemble with the adjacent land owners in support of a market typical multi-family



apartment development.

The value of the proposed fee right-of -way and temporary construction easement (TCE) acquisitions are based on the land value of the larger parcel as it contributes to the larger assembled multi-family apartment development site.

The three accepted approaches to value are the Sales Comparison Approach, the Income Approach, and the Cost Approach. I have utilized the Sales Comparison Approach to value as the best indication of fair market value.

The Income Approach was not utilized, and the lack of the Income Approach does not impact the reliability of the fair market value conclusion developed by the Sales Comparison Approach. The expectation of the income potential of the larger parcel is inherent in the comparable multi-family development land sales available for analysis.

The Cost Approach was not utilized, and the lack of the Cost Approach does not impact the reliability of the fair market value conclusion developed by the Sales Comparison Approach. The larger parcel is not improved with any structural improvements that are impacted by the proposed easement acquisition and Project, and the Cost Approach is not relevant to the fair market value of the proposed acquisition.

# PROPOSED ACQUISITION

The City of Suisun desires to acquire permanent fee right-of-way to develop an additional alignment of Railroad Avenue in addition to the current right of way of Railroad Avenue; in efforts to relieve local area traffic congestion and improve traffic safety by reducing traffic flows surrounding the at-grade railroad crossing.

The City of Suisun proposes to acquire a total of 0.89 acres in fee for the planned new alignment of Railroad Avenue. The right-of-way acquisition is identified as Parcel 36/37-ROW. The Parcel 36/37-ROW extends from the southeast corner and extends towards the northeast corner of the site; or the rear of the site adjacent to the municipal drainage canal.

At the southeast corner the right-of-way has a width of 71 feet, and tapers to a width of 60 feet prior to extending to the northeast corner. The right-of-way has some curvature; to allow for the future extension of Railroad Avenue to facility at the new right-of-way merging into the existing Railroad Avenue right-of-way corridor.



right-of-way

Due to the curvature of the proposed right-of-way take, the new ROW bisects a 0.47 acre portion of the site. The new roadway effectively bisects the 0.47 acres located between the new Railroad Avenue right-of-way and the municipal drainage canal at the rear of the site.

The 0.47 acres bisected from the remainder parcel is effectively a remnant parcel; the remnant parcel is identified as 36/37-Surplus; a legal description and plat map depicting the 36/37-Surplus parcel are located in the Addenda of this report. While this area physically remains as part of the remainder parcel after the acquisition, it has limited economic utility in the marketplace.

Effectively the fee take results in severance damages to 36/37-Surplus due to the reduced utility and economic character of the bisected 0.47 acre parcel at the rear of the site. This is discussed in greater detail in the Severance Damages section of this analysis.

To aid in facilitating construction of the project, the City of Suisun desires to acquire two temporary construction easements (TCE) totaling 18,770 square feet for a duration of up to 18 months from project commencement.

These are identified as 36/37-PSE-1 and 36/37-PSE-2.

- 36/37-PSE-1 is generally a 10 foot wide TCE that runs along the east side of the existing Railroad Avenue right-of-way that forms the westernmost property line of the larger parcel, and the TCE extends along the west side of the proposed 36/37-ROW fee right-of-way acquisition.
- 36/37-PSE-2 is effectively a 10 foot wide TCE that runs along the east side of the proposed Parcel 36/37-ROW acquisition.

A copy of the legal descriptions and a plat map of the proposed fee right-of-way and TCEs to be acquired by the city of Suisun City are included in the Addenda of the Statement and Summary of Basis for Appraisal. For complete legal descriptions of the proposed acquisitions please refer to the copy within the Addenda.



## SUMMARY OF VALUE CONCLUSIONS AND ESTIMATE OF COMPENSATION

## Larger Parcel

This is an analysis of the market value of the larger parcel. The larger parcel is a 3.67 acre commercial site that has the potential to be entitled and assembled as part of larger market preferred multi-family residential apartment development.

After a qualitative ranking analysis of the comparable sales available in comparison to the larger parcel, a fair market value of the larger parcel is opined to be \$7 per SF. The fair market value of the larger parcel land is calculated as follows:

3.67 Acres x \$7.00 per SF = \$1,119,056

So as not to suggest a degree of precision that is not inherent in the Sales Comparison Approach, it is appropriate to round the fair market value conclusion to \$1,125,000.

Larger Parcel Fair Market Value \$1,125,000

## Value of Proposed Acquisition

The highest and best use of the fee interest of the land affected by the proposed acquisition is to perfect a general plan amendment, zoning change, and assemblage with adjacent land owners in support of a market typical multi-family apartment development. Previously, the fee simple interest in the parcel was opined to have a fair market value of \$1,125,000; or \$7.04 per SF.

The fair market value of the proposed acquisition is its contributory value to the larger parcel. The proposed acquisition includes fee right-of-way, and temporary construction easements (TCE).



# Fee Right-of-Way

The fee right-of-way proposed to be acquired by the city of Suisun City totals 0.89 acres, or 38,768 SF. The calculation of the fair market value estimate of the fee right-of-way acquisition follows.

38,768 SF x \$7.04 per SF = \$272,930

Fair Market Value Opinion 38,768 SF Fee Right-of-Way \$272,930

# **Temporary Construction Easement (TCE)**

I will opine to an opinion of fair market value for the proposed TCE acquisition on a ground lease basis. That is the fee value of the land is converted to a ground lease rent indication by taking the fee simple value of the land and multiplying it by a ground lease rent factor.

Market typical ground lease rates for unimproved urban land typically are seen in the range of an annual 8% to 10% of the fee value. The California State Lands Commission utilizes a mandated 9% annual ground lease rate.

Therefore, consistent with the California State Lands Commission and generally consistent with the urban land marketplace the subject competes within, an annual ground lease rate of 9% has been selected. Based on a 12 month calendar this indicates a monthly lease rate of 0.75%.

The TCE interests will require an 18 month duration from project commencement to project completion. With a monthly ground lease rate of 0.75%, and a TCE duration of 18 months, this indicates a supported ground lease factor of 13.5% of the fee value. Calculations are shown below.

Monthly Ground Lease Rate (0.75%) x 18 Months = 13.5%



The TCE interests proposed to be acquired by the city of Suisun City total 18,770 SF. Previously, the fee simple interest in the parcel was opined to have a fair market value of \$1,125,000; or \$7.04 per SF.

Based on its size of 18,770 SF, this indicates a fee value of the land to be encumbered by the proposed TCE of \$132,141. Calculations are shown below.

$$18,770 \text{ SF x } \$7.04 \text{ per SF} = \$132,141$$

Now that a contributory value of the fee simple interest in the underlying land and a supported ground lease factor has been opined, I can calculate an opinion of the fair market value of the proposed TCE. Calculations are shown below.

$$132,141 \times 13.5\% = 17,839$$

Fair Market Value Opinion 18,770 SF TCE 18 Month Duration \$17,839

#### **Severance Damages**

It is my conclusion that the acquisition and the Project as designed will not result in a change of Highest and Best Use for the remainder parcel, and does not result in a loss of access.

The subject property is rough graded development land and does not feature any building improvements. It is reported any/all road frontage improvements will be replaced in kind as part of the development of the Project. Therefore, as designed the proposed acquisition and Project are not opined to result in severance damages to any remainder parcel site improvement and/or building improvements.

However, the acquisition and Project will impair the economic utility of the remainder parcel identified as 36/37-Surplus. Specifically, the right of way results in an un-economic remainder parcel totaling 0.47 acres (20,473 SF) identified as 36/37-Surplus.

The 36/37-Surplus parcel is effectively the site area located at the rear of the site that is bisected from the remainder parcel by the planned new Railroad Avenue right-of-way; and features a sliver of land that extends between the east side of the proposed 36/37-ROW and the existing



municipal drainage canal. Due to required roadway building setbacks and the largely irregular shape of the remainder remnant parcel it is not able to develop independently.

Further, the property does not have any prospects for assemblage with adjacent land uses; the 36/37-Surplus is bisected from the larger parcel by the new right-of-way, and is bisected from the surrounding land uses due to the existing municipal drainage canal. The lack of effective assemblage potential for the 36/37-Surplus parcel further limits its economic utility.

The lack of the ability to develop independently, combined with the lack of potential assemblage buyers who can cure the deficient character of the un-economic remainder 36/37-Surplus parcel results in very limited economic utility; with the pool of buyers effectively being limited to speculative investment remnant parcel buyers.

Effectively, the economic use of 36/37-Surplus in the marketplace is limited to holding the property as a speculative land banking investment until such a time it can be assembled with a higher economic use that can unlock its utility and development potential.

I have considered 10 remnant parcel sales in my analysis of 36/37-Surplus; the sales range from 3,615 SF to 191,228 SF, and feature prices per SF in the range of \$0.42 per SF to \$2.04 per SF. The sale data indicates remnant parcels good assemblage opportunities typically sell for a value in the range of \$1 to \$2+/SF.

However, remnant parcels purchased on speculation typically sell in a lower value strata at the low end of the demonstrated marketplace range. Speculative investor buyers typically will pay fairly nominal values; with speculative investor remnant parcel sales generally clustering in the range of \$0.50/SF.

In my opinion if 36/37-Surplus was not rendered an un-economic remainder due to the Project, it would have a contributory value consistent with the larger parcel; or \$7.04 per SF. On a pro-rata basis indicates an un-impaired value of 36/37-Surplus of \$144,131. Calculations are shown below.

$$20,473 \text{ SF x } \$7.04/\text{SF} = \$144,131$$

However, as impacted by the project 36/37-Surplus is opined to have a market value of \$0.50 per SF as a speculative land banking investment. This indicates an impaired value of 36/37-Surplus of \$10,237.



Calculations are shown below.

$$20,473 \text{ SF x } \$0.50/\text{SF} = \$10,237$$

Now that I have opined an opinion of the unimpaired value of 36/37-Surplus, and a value opinion of the value of 36/37-Surplus as impaired by the Project, I can calculate my opinion of the severance damages due to the Project.

Effectively, the opined Severance Damages is the difference between the unimpaired value of 36/37-Surplus, and the impaired remainder 36/37-Surplus remnant parcel due to the Project. Calculations are shown below.

Unimpaired 36/37-Surplus Market Value (\$144,131)

Impaired 36/37-Surplus Market Value (\$10,237)

\$133.895

After all considerations, due to the impact of the Project on the 36/37-Surplus parcel Severance Damages are opined to be \$133,895.

Severance Damages Due to Project \$133,895

## **Project Benefits**

In my opinion the Project does not notably enhance the economic character and/or the highest and best use of the subject remainder parcel.

- Prior to the project the highest and best use of the larger parcel was to perfect a General Plan amendment, Zoning Change and assemblage with adjacent land owners in support of a market typical Multi-Family apartment development.
- In the after condition, the highest and best us of the remainder parcel continues to be to perfect a General Plan amendment, Zoning Change and assemblage with adjacent land owners in support of a market typical Multi-Family apartment development



While the future extension of Railroad Avenue may enhance the traffic patterns in the immediate market area, the new Railroad Avenue is not anticipated to significantly enhance the trafficked exposure attributes of the property.

As the Project does not materially change the highest and best use of the property, and does not materially enhance the physical character and marketplace rank and appeal of the remainder parcel, in my opinion the Project does not result in Project Benefits for the remainder parcel.

Project Benefits Due to Project \$0

## **JUST COMPENSATION**

Now that I have developed opinions of fair market value of the proposed fee right-of-way and temporary construction easement Take, Severance Damages, and Project Benefits, I can calculate my opinion of Just Compensation of the proposed subject acquisition. Calculations are shown below.

Fee Right-of-Way Acquisition	\$272,930
Temporary Construction Easements	<u>\$17,839</u>
Total Take	\$290,769
Severance Damages	\$133,895
Project Benefits	<u>\$0</u>
Total	\$424,663

After all considerations, Just Compensation to the property owner due to the proposed acquisition is opined to be \$424,663.

**TOTAL JUST COMPENSATION** 

\$424,663

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## ASSUMPTIONS AND LIMITING CONDITIONS

The Uniform Standards of Professional Appraisal Practice defines:

<u>Extraordinary Assumption</u> as: an assumption, directly related to a specific assignment, which if found to be false, could alter the appraisers's opinions or conclusions.

<u>Hypothetical Assumption</u> as: that which is contrary to what exists but is supposed for the purpose of analysis.

In compliance with requirements of the Uniform Standards of Professional Appraisal Practice, we are informing readers and users of this appraisal that the use of Extraordinary or Hypothetical assumptions might have affected the assignment results.

This appraisal is subject to the following *SPECIFIC* assumptions and limiting conditions:

- 1. This appraisal is intended to serve as a valuation guide for use in making a preliminary offer to purchase the fee right-of-way and temporary construction easement acquisitions required for the Suisun City Railroad Avenue Realignment Project. The Client of this appraisal is the city of Suisun City. The intended user is the Client. Garland & Salmon does not authorize the use of this appraisal by any other party, or for any other use.
- 2. This appraisal is intended to be in conformance with California Eminent Domain Law. As a result, the value opinion of the larger parcel in the before condition and the value of the take do not consider the Suisun City Railroad Avenue Realignment Project influence on value. The before condition is subject to a hypothetical assumption that the Suisun City Railroad Avenue Realignment Project is assumed to not exist.
- 3. This appraisal is intended to be in conformance with California Eminent Domain Law. As a result, the value opinion of the severance and benefits consider the Suisun City Railroad Avenue Realignment Project influence on value. Analysis of severance damages and/or benefits consider the value influence of the Suisun City Railroad Avenue Realignment Project and are subject to the hypothetical assumption that the Project improvements are complete on the date of value.



This appraisal is subject to the following *GENERAL* assumptions and limiting conditions:

- 1. It is the responsibility of the client to read this report and to inform the appraiser of any errors or omissions of which he/she is aware of before using this report or making it available to a third party.
- 2. I assume that there are no hidden or unapparent conditions which would influence the value of the subject property.
- 3. I assume that there are no defects of title and that the property is free and clear of all liens or encumbrances.
- 4. Unless otherwise stated in this report, the existence of hazardous substances, which may or may not be present on the property, was not called to my attention nor did I become aware of such during the inspection. I have no knowledge of the existence of such substances on or in the property unless otherwise stated and I am not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion reported herein is predicated on the assumption that no such hazardous substances exist in or on the property, or in such proximity that would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.
- 5. No liability is assumed for matters legal in character.
- 6. No right or obligation to expert testimony or attendance in court by reason of this appraisal, with reference to this property, is included, unless arrangements have been previously made.
- 7. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purposes by any but the principal to whom it is addressed without said principal's previous written consent, and in any event, only with the proper qualifications.
- 8. The information furnished by others, as identified in this report, is believed to be accurate and reliable, but no guarantee is made as to the correctness thereof.



- 9. Any sketches in this report are included to assist the reader in visualizing the property. Land dimensions were taken from available public information and I assume no responsibility for these dimensions.
- 10. The projections of costs, income, and expenses for the subject property are not predictions of the future. These projections are my best estimates of the current market thinking about what future income and expenses will be. I make no warranty or representation that these projections will materialize. The real estate market is constantly fluctuating and changing and it is not my task to estimate the conditions of a future real estate market. I can only reflect what the investment community envisions for the future in terms of rental rates, expenses, supply and demand.
- 11. Neither all nor any parts of the content of this report (especially any conclusions as to value, the identity of the appraiser, or any reference to the Appraisal Institute, or to the MAI or SRA designations) shall be disseminated to the public through any media or to any other parties without prior written consent and approval.
- 12. Steven M. Salmon is certified by the State of California as a General Real Estate Appraiser. However, he is not licensed or certified in the fields of building inspection or civil, soils, structural, or environmental engineering.



#### **CERTIFICATION**

I certify that, to the best of our knowledge and belief:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- 4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standard of Professional Appraisal Practice.
- 8. I have made a personal inspection of the property that is the subject of this report.
- 9. No one provided significant real property appraisal assistance to the person signing this certification.
- 10. To the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.



- 11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 12. As of the date of this report, Steven M. Salmon has completed the continuing education program of the Appraisal Institute.
- 13. I have the necessary education and experience to competently perform this appraisal assignment.
- 14. Steven Salmon is currently certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG044622).
- 15. This appraisal is intended to be in compliance with the Uniform Standards of Professional Appraisal Practice with reliance on the Jurisdictional Exception Rule relating to document preparation in accordance with the California Government Code 7267.2(a)(2)(b).

Steven Salmon, MAI

CA #AG044622

Date



A summary table of the principal multi-family comparable sale transactions used in the analysis is shown below.

	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5	PENDING 6	PENDING 7
	Business Center Dr. Fairfield	Blossom Avenue Fairfield	8668 Poppy Ridge Road Elk Grove	9055 Gerber Road Sacramento	2220 Cemo Circle Gold River	1600 Woolner Avenue Fairfield	Sunset Avenue Fairfield
APN (	Portion of 0148-540-270, -300	0037-070-030	132-0290-021	065-0080-057	069-0101-032	0031-201-030	0037-030-200, -210
Sale Info Date of Sale Doc# Sale Price Cond. of Sale	8/14/2020 68224 \$3,610,884 Contingent COE	8/31/2020 73562 \$400,000 Motivated Seller	9/15/2020 2009151612 \$3,000,000 Arms Length	12/22/2020 2012221239 \$1,765,000 Arms Length	3/1/2021 2103010882 \$2,050,000 Arms Length	Under Contract NA \$1,500,000 Contingent COE	Under Contract NA \$2,535,000 Under Option
Adjustments Adj. Sale Price	\$0 \$3,610,884	\$700,000	\$000,000,000	\$0 \$1,765,000	\$0 \$2,050,000	\$0 \$1,500,000	\$0 \$2,535,000
Adj. \$/SF.	\$8.45	\$5.21	\$6.89	\$5.55	\$6.78	\$7.14	\$6.64
Site Info Gross Ac. Net Ac.	9.81	4.85	13.00	9.39	7.94	4.82	8.76
Square Feet (SF) Shape Topography	427,324 Irregular Level	211,266 Rectangular Level	435,600 Rectangular Level	317,988 Square Level	302,306 Irregular	209,959 Rectangular Level	381,586 Rectangular Level
Zoning Allowed Density Dvlpmt. Character	RHD 15-22 DU/Ac. Approved COE	RHD 15-22 DU/Ac. Unmapped	SPA-HDR 15-40 DU/Ac. Unmapped	RD-20 15-20 DU/Ac. Preliminary Approv.	RD25 10-25 DU/ac. Approved COE	RHD 15-22 DU/Ac. Approved COE	Multi-Family, PUD Re-Zoned Approved COE
Units App. DU/Ac. Max DU/Ac.	281 28.6	0 0.0 22.0	0 0.0 40.0	156 21.4	162 23.3	168 34.9	180 20.5
ng/s	\$12,850	\$10,309	87,500	\$11,314	\$12,654	\$8,929	\$14,083
Buyer/Use	Multi-Family	Investor	Investor/Developer	Multi-Family	Multi-Family	Multi-Family	Multi-Family



Pickering Property - Suisun City - Offer Statement; 03/22 G&S# 221521

Item 11 Attachment 2

A summary table of the principal remnant parcel comparable sale transactions used in the analysis is shown below.

	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5	SALE 6	SALE 7	SALE 8	SALE 9	SALE 10
	Chadbourne Rd. Fairfield	Sonoma Blvd. Vallejo	Oakley Rd. Oakley	1685 Trancas St. Napa	Main Street Suisun City	Highway 116 Guemeville	Cordelia/Hale Rd. Fairfield	8852 Lake Nimbus Dr. Fair Oaks	Air Base Parkway Fairfield	Cordelia/Hale Rd. Fairfield
Sale Info										
Date	7/19/2001	8/17/2004	5/2/2005	11/6/2007	12/3/2008	5/18/2010	7/16/2013	7/9/2015	1/10/2017	4/20/2018
Doc# Grantor	01-/9302 City of Fairfield	114555 VS&FCD	US-1538UU PG&E	33388 State of CA	Union Pacific RR	41215 State of CA	13-/0431 City of Fairfield	20150/09-0841 Sac, County	2223 Hoffman	20830 Pw Fund B LP
Grantee Cond. Of Sale	BNY Western Assemblage	Compagno Assemblage	Canepa Elena Right-of-Way	Okuno et.al. Asssemblage	Suisun City Project Influence	Sonoma County Assemblage	CVICH Fairfield Assemblage	C & A Jones Arms Length	J.V.I Enterprises Assemblage	Cordelia Winery Arms Length
Sale \$	\$39,936	\$30,000	\$18,500	\$1,500	\$80,500	\$10,000	\$100,000	\$7,000	\$30,000	\$320,000
Adjustments	\$0	\$00008	\$0	\$0	\$1,151	\$0	\$0	\$0	\$30,000	\$0
Adj.\$/SF	\$1.38	\$2.04	\$0.46	\$0.57	\$1.84	\$1.90	\$0.52 \$0.52	\$1.94	\$0.42	\$1.67
,										
Site Info SF	28,910	14,679	40,350	2,614	44,301	5,270	191,228	3,615	71,438	191,228
Zoning Shape	Light Industrial Irregular	Commercial Land Locked	A-2 Rectangular	Commercial Triangular	Commercial Svc. Land Locked	Commercial Triangular	Light Industrial Irregular	Residential Rectangular	Commercial Irregular	Industrial Irregular
	))		)	))		)	0	)	)	)



# **ADDENDA**

Exhibit A	Legal Description of the Proposed Fee Right-of-Way Acquisitions and 36/37-Surplus Parcel
Exhibit B	Legal Description of the Proposed Temporary Construction Easements
Exhibit C	Larger Parcel Plat Map



# Exhibit A

Exhibit	
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#### **PARCEL 36/37-ROW**

All that real property situate in the City of Suisun City, County of Solano, State of California, being a portion of Lots 36 and 37 as said lots are shown on that certain map entitled "Map of Locke Paddon Colony Number 4" filed for record October 11, 1912 in Book 4 of Maps at Page 13 in the office of the Solano County Recorder, being more particularly described as follows:

Beginning at a point on the south line of said Lot 37, said point being further described as the southwest corner of Parcel 12438-A as described in deed to the Sacramento and San Joaquin Drainage District filed for record June 16, 1989 as Instrument 1989-39068 in said Recorder's office; thence along said south line of Lot 37 North 88°37'30" West, 71.00 feet; thence leaving last said line North 01°04'52" East, 1.14 feet to the beginning of a curve concave westerly having a radius of 314.50 feet; thence northerly along the arc of said curve 76.38 feet through a central angle of 13°54′53"; thence North 12°50′01" West, 192.71 feet to the beginning of a curve concave easterly having a radius of 385.50 feet; thence northerly along the arc of said curve 55.14 feet through a central angle of 8°11'44"; thence on a line radial to last said curve North 85°21'43" East, 11.00 feet to the beginning of a non-tangent curve concave easterly having a radius of 374.50 feet, from which point the radius bears North 85°21'43" East; thence northerly along the arc of said curve 216.55 feet through a central angle of 33°07'49" to a point on the southerly line of Railroad Avenue (40 feet wide); thence along last said line North 55°02'40" East, 104.91 feet to the west line of said Parcel 12438-A; thence along said west line South 01°04'52" West, 40.23 feet to the beginning of a non-tangent curve concave easterly having a radius of 314.50 feet; thence southerly along the arc of said curve, lying concentric to said 374.50 foot radius curve referenced above, 285.31 feet through a central angle of 51°58'40"; thence South 12°50'01" East, 192.71 feet to the beginning of a curve concave westerly having a radius of 385.50 feet; thence southerly along the arc of said curve, lying concentric to the 374.50 foot radius curve first referenced above, 93.62 feet through a central angle of 13°54′53" to a point on the west line of said Parcel 12438-A; thence along said west line South 01°04′52" West, 1.50 feet to the point of beginning.

Containing 0.89 acres, more or less.

Exhibit
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#### PARCEL 36/37-SURPLUS

All that real property situate in the City of Suisun City, County of Solano, State of California, being a portion of Lots 36 and 37 as said lots are shown on that certain map entitled "Map of Locke Paddon Colony Number 4" filed for record October 11, 1912 in Book 4 of Maps at Page 13 in the office of the Solano County Recorder, being more particularly described as follows:

Commencing at a point on the south line of said Lot 37, said point being further described as the southwest corner of Parcel 12438-A as described in deed to the Sacramento and San Joaquin Drainage District filed for record June 16, 1989 as Instrument 1989-39068 in said Recorder's office; thence along the west line of said Parcel North 01°04′52″ East, 1.50 feet to the true point of beginning; said point of beginning being further described as the beginning of a curve concave westerly having a radius of 385.50 feet, from which point the radius bears North 88°55′08″ West; thence leaving said west line northerly along the arc of said curve 93.62 feet through a central angle of 13°54′53″; thence North 12°50′01″ West, 192.71 feet to the beginning of a curve concave easterly having a radius of 314.50 feet; thence northerly along the arc of said curve 285.31 feet through a central angle of 51°58′41″ to a point on the west line of said Parcel 12438-A; thence along last said line South 01°04′52″ West, 549.29 feet to the true point of beginning.

Containing 0.47 acres, more or less.



# Exhibit B

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#### **PARCEL 36/37-PSE-1**

An easement of varying width situate in the City of Suisun City, County of Solano, State of California, being a portion of Lots 36 and 37 as said lots are shown on that certain map entitled "Map of Locke Paddon Colony Number 4" filed for record October 11, 1912 in Book 4 of Maps at Page 13 in the office of the Solano County Recorder, being more particularly described as follows:

Beginning at the intersection of the south line of said Lot 36 with the southeast line of the lands described in deed to the County of Solano filed for record July 21, 1978 in Book 1978 of Official Records at Page 59800 in said Recorder's office, said southeast line also being the southeast line of Railroad Avenue as shown on that certain map entitled "Record of Survey Sunset Avenue" filed for record October 18, 1979 in Book 15 of Surveys at Page 3, said easement having an initial width of 10 feet along the following five courses and distances; thence along the northwesterly line of said 10 foot wide easement and the southeast line of said Railroad Avenue North 47°30′57" East, 139.40 feet; thence North 18°00'48" East, 167.30 feet; thence North 27°16'26" East, 103.00 feet; thence North 40°24'00" East, 105.02 feet; thence North 55°02'40" East, 164.98 feet to the beginning of a non-tangent curve concave easterly having a radius of 374.50 feet; from which point the radius bears South 61°30'28' East; thence having an easement width of 21 feet, proceeding along the east line of said 21 foot wide easement and southerly along the arc of said curve 216.55 feet through a central angle of 33°07′49"; thence along a line radial to last said curve and along an easement width of zero, South 85°21'43" West, 11.00 feet to the beginning of a non-tangent curve concave easterly having a radius of 385.50 feet, from which point the radius bears North 85°21'43" East; thence, having an easement width of 10 feet over the following four courses and distances, proceeding along the east line of said 10 foot wide easement and southerly along the arc of said curve 55.14 feet through a central angle of 8°11'44"; thence South 12°50′01" East, 192.71 feet to the beginning of a curve concave westerly having a radius of 314.50 feet; thence southerly along the arc of said curve 76.38 feet through a central angle of 13°54′53″; thence South 01°04'52" West, 1.14 feet to a point on the south line of said Lot 37 and the terminus of this description.

The sidelines of this easement are to be shortened or extended as necessary so as to terminate at the southerly boundaries of said Lots 36 and 37.

Containing 13,743 sq. ft., more or less.

#### **PARCEL 36/37-PSE-2**

An easement 10 feet in width situate in the City of Suisun City, County of Solano, State of California, being a portion of Lot 37 as said lot is shown on that certain map entitled "Map of Locke Paddon Colony Number 4" filed for record October 11, 1912 in Book 4 of Maps at Page 13 in the office of the Solano County Recorder, the westerly line of said 10 foot wide easement being more particularly described as follows:

Commencing at a point on the south line of said Lot 37, said point being further described as the southwest corner of Parcel 12438-A as described in deed to the Sacramento and San Joaquin Drainage District filed for record June 16, 1989 as Instrument 1989-39068 in said Recorder's office; thence along

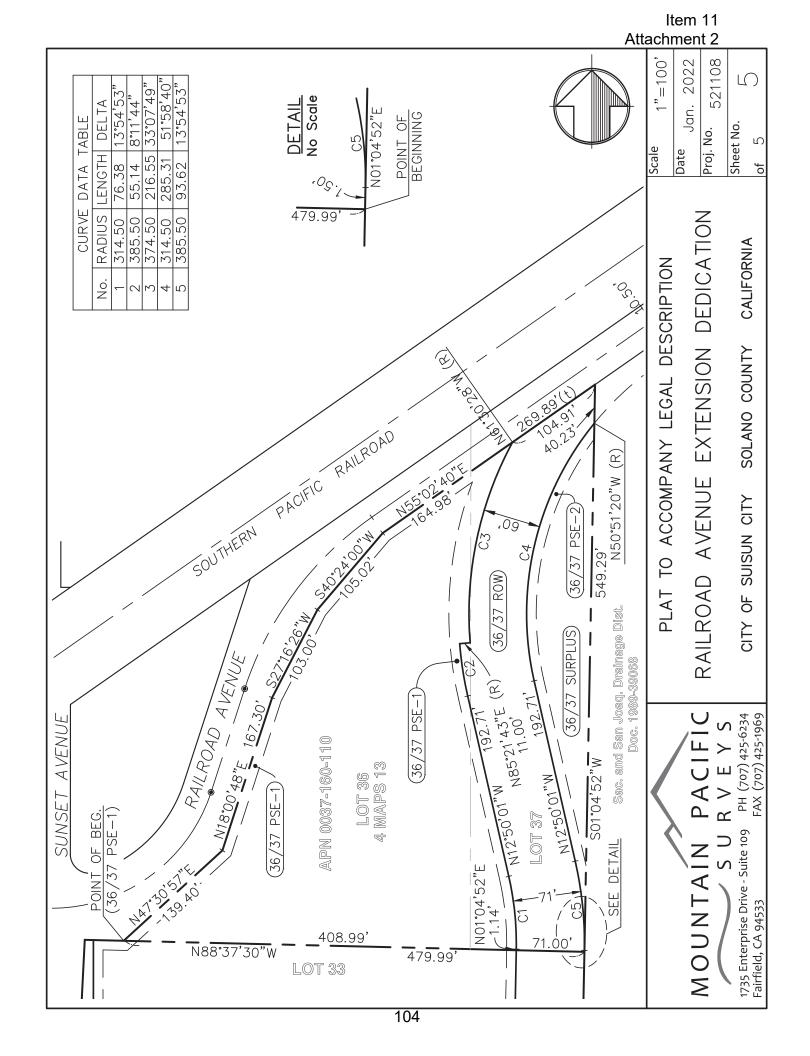
the west line of said Parcel North 01°04′52″ East, 1.50 feet to the true point of beginning; said point of beginning being further described as the beginning of a curve concave westerly having a radius of 385.50 feet, from which point the radius bears North 88°55′08″ West; thence northerly along the arc of said curve 93.62 feet through a central angle of 13°54′53″; thence North 12°50′01″ West, 192.71 feet to the beginning of a curve concave easterly having a radius of 314.50 feet; thence northerly along the arc of said curve 285.31 feet through a central angle of 51°58′41″ to a point on the west line of said Parcel 12438-A and the terminus of this description.

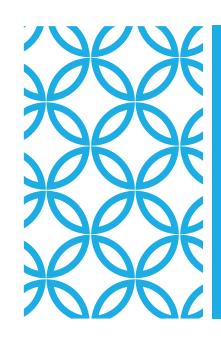
The easterly line of this easement is to be shortened or extended as necessary so as to terminate at the west line of said Parcel 12438-A.

Containing 5,027 sq. ft., more or less.



# Exhibit C





RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO APPROVE THE AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS AND TO TAKE ANY AND ALL ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

Greg Folsom, City Manager November 1, 2022

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## Background

- Pickerings (Sellers) own undeveloped property in black
- •City General Plan identifies future roadway realignment in red (more or less)
- •Sellers filed Complaint for Inverse Condemnation
- City explored necessity of realignment
- City entered into negotiations with Seller
- City completed preliminary design and appraisal
- Negotiated settlement during settlement mediation



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#### Negotiated Settlement Agreement

Value of Road Property:	\$ 272,930
Severance Damages:	148,895
Temporary Construction Easement:	17,839
Attorney & Other Fees:	<u>285,336</u>
TOTAL	<u>\$ 725,000</u>

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#### Important Points

Value of road property and temporary construction easement entirely based on appraisal

Cost of settlement paid out of OSIP funds, not GF

Seller obligation to maintain remainder property

Seller obligation to commence unlawful detainer action on trespassers

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#### AGENDA TRANSMITTAL

MEETING DATE: November 1, 2022

**CITY AGENDA ITEM:** Development Services Department Showcase

**FISCAL IMPACT:** There is no fiscal impact to the General Fund from the item.

**STRATEGIC PLAN:** Provide Good Governance, Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of municipal organization.

**BACKGROUND:** This report is provided to give a more in-depth look at the Development Services Department operational structure.

**STAFF REPORT:** To provide transparency, and insight, this report is produced to assist the community and City Council with a detailed view of current staffing, functions, accounting, reporting, responsibilities, accomplishments and goals of the Building and Planning divisions.

**STAFF RECOMMENDATION:** This is an informational only item, and no recommendation is associated with this item.

**DOCUMENTS ATTACHED:** 1. PowerPoint Presentation

PREPARED BY:

REVIEWED BY:

APPROVED BY:

Jim Bermudez, Development Services Director

Greg Folsom, City Manager

Greg Folsom, City Manager

#### **ATTACHMENTS:**

GB - Development Services Showcase p.pdf

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## SUISUN CITY DEVELOPMENT SERVICES DEPARTMENT

Jim Bermudez, Development Services Director

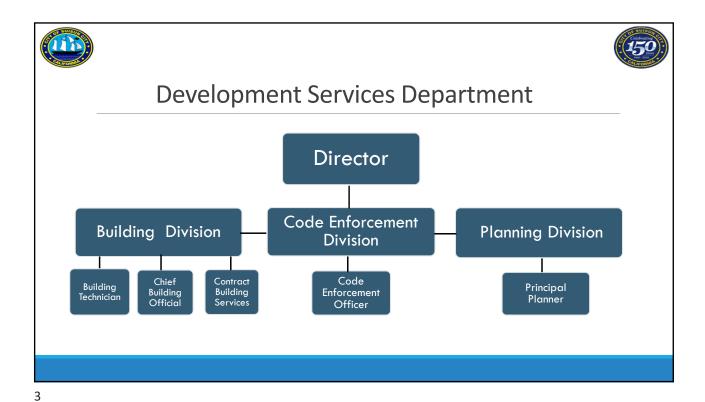
November 1, 2022

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#### Who Else Governs Development Services?

- ✓ City Government: thru the adoption of local ordinances by City Council
- ✓ **State Government:** for example, the Housing Element, Building Codes, Accessary Dwelling Units

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Our Core Services

Building Division

Code Enforcement Division

Code Enforcement Division

## **Department Core Services**

Land Use Planning	Economic Development
<ul> <li>Comprehensive Planning Program</li> <li>Zoning Code Implementation</li> <li>Counter assistance with planning and zoning inquiries</li> <li>Complete environmental review for projects and monitor implementation</li> </ul>	<ul> <li>Coordination of dissolution of former Redevelopment Agency assets</li> <li>Participation in regional economic efforts such as <i>Moving Solano</i> Forward</li> <li>Preparation of Requests for Proposals (RFPs) for sale or lease of Successor Agency and City properties</li> <li>Assisting projects through the development process</li> </ul>

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## Department Core Services – Cont.

Building Permit Review & Inspection	Administrative Services
<ul> <li>Contract plan review and inspection services</li> <li>Enforcement of building code</li> <li>Permit processing (including education on submittal requirements) and issuance</li> <li>Inspection of new commercial businesses to determine code compliance</li> </ul>	<ul> <li>Grant Preparation, Management, and Implementation</li> <li>Consultant Management</li> <li>Manage accounting for larger development projects</li> <li>Reconcile quarterly development fees for outside agencies (e.g. SSWA, FSSD)</li> <li>Reconcile monthly building permit fees for the City</li> </ul>



### **Building Division Permitting**



	2015	2016	2017	2018	2019	2020	2021	2022
			Г	T	T	T	Г	
Residential remodel-roofs, HVAC,								
water heater, windows, interior								
remodel	466	543	585	443	522	466	516	530
Residential auxiliary shed, patio								
covers, carport, pools	16	21	27	18	21	21	24	10
<u>Solar</u>	234	179	128	179	242	258	256	231
Residential additions-including								
IADU	6	23	5	4	5	3	6	1
Commercial remodel-TI, additions,								
signs, cell antennas, non-building								
structures	32	24	22	26	33	53	23	22
New Commercial	0	0	0	0	2	3	2	1
New single Family	8	52	7	3	0	1	2	1
New Multi Family	0	0	2	0	0	0	1	9
New ADU	0	0	1	1	0	1	5	0
Misc- demo, fire sprkl, cell towers,								
EV charging, backup battery	21	40	24	16	19	17	23	7
Total	783	882	801	690	844	823	858	812

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#### Building Division Investment / Performance

	2015	2016	2017	2018	2019	2020	2021	2022	
Total Job									
Valuations	\$11,453,120	\$27,154,072	\$12,889,239	\$10,777,476	\$25,737,088	\$31,785,264	\$29,701,118	\$49,239,753	
Inspections									
Conducted	2,270	3,033	1,922	1,498	1,513	1,297	1,324	1,279	





#### Recent Development Services Accomplishments

- Building Permit processing 800 permits/1,279 inspections
- "Good Neighbor" Policy Implementation
- •Housing Element Draft completed
- •Almond Gardens Development potential
- Covid adaption enhanced building and planning processes
- •Multiple projects under construction or in planning!

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#### Constructed DSD Projects Since 2019

Holiday Inn Express





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#### Constructed DSD Projects Since 2019 – Cont.

- Jubilee Commercial
  - 76 station and Fatburger
  - "Top 25" Sales Tax Generator





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#### Constructed DSD Projects Since 2019 – Cont.

- 7-Eleven (Walters Road)
- Stiiizy Cannabis Dispensary
  - Both "Top 25" Sales Tax Generators





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#### **Under Construction**

• Caterpillar Clubhouse



• Lawler Residences/Lawler Commercial



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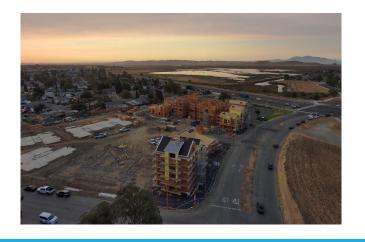




#### Under Construction – Cont.

• Marina Village Apartments









#### Under Construction – Cont.

• Meridian West Subdivision





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#### Under Construction – Cont.

• Zip Thru Car Wash











#### Just Broke Ground!

Blossom Avenue Apartments



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#### Other Projects in Pipeline

- Tractor Supply Co.
- Marina Center Storage
- Mini-Storage Expansion
  - (621 Railroad Ave.)
- ■Element 7 2<sup>nd</sup> cannabis retailer
- ■Cannibissary 3<sup>rd</sup> cannabis retailer
- Take 5 Oil Change
- Starbucks

- Lotz Residential subdivision
- Olive Tree Ranch Residential subdivision
- Almond Gardens redevelopment
- Logistics projects
  - Hwy 12 Logistics Center
  - Suisun Logistics Center
- 3 new restaurants downtown
- New dentist office/spa downtown

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#### Development Services Dept. Challenges

- Limited Staff Resources Keeping pace with development
  - Record level of planning activity!
- •Implementation of new state regulations Frequency
- Antiquated permitting software Staff response

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#### **Looking Forward**

- SB 2 Grant
  - Waterfront District Specific Plan Update
  - 30-acre property
- Zoning Code update Comprehensive approach
- Housing Element Update Final

