CITY COUNCIL Alma Hernandez, Mayor Princess Washington, Mayor Pro Tem Jenalee Dawson, Member Marlon L Osum, Member Amit Pal, 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, MAY 23, 2023

6:30 PM

#### Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

CITY COUNCIL MEETINGS ARE HELD IN-PERSON PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

> ZOOM MEETING INFORMATION: WEBSITE: https://zoom.us/join WEBINAR ID: **895 2084 7367** CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

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

(Next Ord. No. – 801)

(Next City Council Res. No. 2023 – 51)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 03)

(Next Housing Authority Res. No. HA2023 – 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 Update - (Folsom: gfolsom@suisun.com).

#### PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Mayoral and Councilmember Appointments of Commissions and Committees (Hernandez: ahernandez@suisun.com).
  - a. Approval of Appointments to the Environment & Climate Community Advisory Committee.
  - b. Approval of Appointments to the Public Safety & Emergency Management Community Advisory Committee.
  - c. Approval of Appointment to the General Tax Oversight Committee.
- 3 Presentation of Proclamations (Hernandez: ahernandez@suisun.com).
  - a. Proclamation Proclaiming the Week of May 21-27, 2023 as Public Works Week.
  - b. Proclamation Proclaiming the Month of May 2023 as Asian American and Pacific Islander Heritage Month.

#### **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.)

#### **COUNCIL COMMENTS**

4 Council/Board Member Updates.

#### **CONSENT CALENDAR**

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

#### City Council

- Initiate and Provide Intent to the Levy and Collection of Assessments for the City's Landscaping & Lighting Districts: (Vue: nvue@suisun.com).
  - a. Council Adoption of Resolutions No. 2023-\_\_\_: Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer's Report Related to the Suisun City Maintenance Assessment Districts for Fiscal Year 2023-24.
  - b. Council Adoption of Resolutions No. 2023-\_\_\_: Declaring its Intention to Levy and Collect Assessments Within the City's Maintenance Assessment Districts for Fiscal Year 2023-24 and Announcing That the Associated Public Hearing Will Be Held on June 20, 2023.

- 6 Initiate and Provide Intent to the Levy and Collection of Assessments for the McCoy Creek Parking Benefit Assessment District: (Vue: nvue@suisun.com).
  - a. Council Adoption of Resolution No. 2023-\_\_\_: Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer's Report Related to the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2023-24; and
  - b. Council Adoption of Resolution No. 2023-\_\_\_: Declaring Its Intention to Levy and Collect Assessments Within the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2023-24.
- Council Adoption of Ordinance No. 799: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services, Including Certain Annexation Territory) (Lawler Mixed Use Project Introduced on May 2, 2023) (Vue: nvue@suisun.com).
- 8 Council Adoption of Ordinance No. 800: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services, Including Certain Annexation Territory) (Marina Village Apartments Introduced on May 2, 2023) (Vue: nvue@suisun.com).
- Council Adoption of Resolution No. 2023-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with Coastland Civil Engineering to Provide Further City Engineer Services on the Buzz Oates Private Development Projects (Vue: nvue@suisun.com).
- Council Adoption of Resolution No. 2023\_\_\_: Authorizing the City Manager to Enter into a Contract Agreement on the City's Behalf with S. H. Mechanical for the Citywide Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair Contract (Vue: nvue@suisun.com).
- Council Adoption of Resolution 2023-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Dryco Construction, Inc. for the 2023 Slurry Seal Project (Vue: nvue@suisun.com).
- Council Adoption of Resolution No. 2023-\_\_\_\_: A Resolution of the City Council of the City of Suisun City Accepting the Annual Comprehensive Financial Report (ACFR), the Report of Federal Awards in Accordance with OMB Circular A-133, and the Measure S General Transactions and Use Tax Audit for Fiscal Year 2021-2022 (Deol: Ideol@suisun.com).
- Council Adoption of Resolution No. 2023-\_\_: Authorizing the City Manager to execute a twenty year lease agreement with the State of California State Lands Commission for the continued operation, general use, and maintenance of the Suisun City Marina (Lofthus: klofthus@suisun.com).
- 14 Council Adoption of Resolution No. 2023-\_\_\_: Authorizing the City Manager or Deputy City Manager to Submit a Proposal for the Proposition 64 Public Health and Safety Grant Program and Sign a Grant Agreement with the California Board of State and Community Corrections (Lofthus: klofthus@suisun.com).

- 15 Council Adoption of Resolution No. 2023-\_\_\_: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Employees' Association Effective July 1, 2021 through June 30, 2023 to Amend MOU Provisions Pertaining Compensation (Penland: cpenland@suisun.com).
- 16 Council Adoption of Resolution No. 2023-\_\_\_ Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management & Professional Employees' Association (SCMPEA) Effective July 1, 2021 through June 30, 2023 to Amend MOU Provisions Pertaining to Compensation (Penland: cpenland@suisun.com).
- 17 Council Adoption of Resolution No. 2023-\_\_ Amending the Citywide Salary Schedule to Implement the Second Amendment to the Suisun City Employees' Association (SCEA) MOU 2021-23 and the Third Amendment to the Suisun City Management and Professional Employees' Association (SCMPEA) MOU 2021-23 (Penland: cpenland@suisun.com).
- Council Adoption of Resolution No. 2023-\_\_\_\_: Authorizing the Chief of Police, or his designee, to Execute a Contract to Receive and Administer funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways (Roth: aroth@suisun.com).
- 19 Council Adoption of Resolution No. 2023-\_\_\_: Approving a Six (6) Month Waiver of the Marina Boat Slip Fee (Folsom: gfolsom@suisun.com).
- 20 Council Adoption of Resolution 2023-\_\_\_: Approving the Settlement Agreement for Purchase and Sale of Certain Real Property Under Threat of Condemnation (City Attorney).

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

Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on April 4, 2023, May 2, 2023, and May 9, 2023 – (Skinner: clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

22 Council/Agency Approval of April 2023 Payroll Warrants in the Amount of \$635,415.30 and Council/Agency Approval of the April 2023 Accounts Payable Warrants in the Amount of \$1,046,698.64 - (Finance).

#### **PUBLIC HEARING NONE**

#### **GENERAL BUSINESS**

City Council

23 Council Approval of Staff recommendation to approve the Suisun City Transportation Development Act (TDA) Claim amount of \$1.5 million for FY 2023-24 which includes Suisun Microtransit, Maintenance of the Train Depot, Solano Transportation Authority (STA) Loan Repayment, Planning, Solano Express and Capital Replacement - (Brandon Thomson, Transit Mobility Coordinator).

24 Discussion and direction to Staff regarding revisions and updates to the City Council Norms & Procedures, and relevant policies and municipal code sections - (City Attorney).

#### Successor Agency

25 Successor Agency Adoption of Resolution SA 2023-\_\_\_: Resolution of the Successor Agency to the Redevelopment Agency of the City of Suisun City approving the agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions with Larson 1240, LLC for the transfer of property located at 1240 Kellogg Street, City of Suisun City (Solano County Assessor's Parcel Number 0032-200-330) - (Bermudez: jbermudez@suisun.com).

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

26 Non-Discussion Items.

#### **ADJOURNMENT**

#### **Public Access To Agenda Documents**

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. To the extent feasible, the agenda packet is available for online public viewing on the City's website: https://www.suisun.com/Government/City-Council/Agendas

The City Council/Agency/Authority hopes to conclude its public business by 10:00 p.m. No new items will be taken up after 10:00 p.m., unless so moved by a majority of the City Council, 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.

#### Accommodations

If you require an accommodation to participate in this meeting, please contact the City Clerk at (707) 421-7302 or clerk@suisun.com. The City's reasonable accommodation policy is available for review on the City's website at www.suisun.com/government/city-council/, you may request an electronic copy or have a copy mailed to you. Please note that for accommodations that are not readily available, you must make your request as soon as you can prior to the time of the meeting.

#### Decorum

All participants are expected to conduct themselves with mutual respect. Conduct that disrupts meetings will be addressed in accordance with Section 54957.95 of the Government Code.

#### **Ordinances**

Ordinances are city laws contained in the Suisun City Municipal Code. Enacting a new city law or changing an existing one is a two-step process. Government Code 36934 provides, except when, after reading the title, further reading is waived by regular motion adopted by majority vote all ordinances shall be read in full either at the time of introduction or passage; provided, however, that a reading of the title or ordinance shall not be required if the title is included on the published agenda and a copy of the full ordinance is made available to the public online and in print at the meeting prior to the introduction or passage.

#### **Certification Of Posting**

Agendas for regular and special meetings are posted in accordance with the Brown Act 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;
- 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.

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Initiate and Provide Intent to the Levy and Collection of Assessments for the City's Landscaping & Lighting Districts:

- a. Council Adoption of Resolutions No. 2023-\_\_\_: Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer's Report Related to the Suisun City Maintenance Assessment Districts for Fiscal Year 2023-24.
- b. Council Adoption of Resolutions No. 2023-\_\_\_: Declaring its Intention to Levy and Collect Assessments Within the City's Maintenance Assessment Districts for Fiscal Year 2023-24 and Announcing That the Associated Public Hearing Will Be Held on June 20, 2023.

**FISCAL IMPACT:** There would be no fiscal impact from this action.

STRATEGIC PLAN: Provide Good Governance.

**BACKGROUND:** The Landscaping & Lighting Districts (LLDs) also referred to as Maintenance Assessment Districts ("Districts") are important components of the City's budget, covering costs for landscape maintenance and lighting within the individual Districts and contributing towards the City's dredging program. Over \$1 million is generated annually in assessments (Non-General Fund).

The assessments are collected for the Districts by the Solano County Auditor/Controller, via the secured property tax bills for the assessable parcels within each of the District boundaries. For Fiscal Year 2023-24, maximum assessments for the individual Districts will vary from \$75.00 to \$4,688.27 per equivalent dwelling unit (EDU).

With the exception of Heritage Park, Montebello Vista, and Marina Dredging, the Districts are subject to an automatic increase/inflator which is based on the Annual Construction Cost Index (CCI) as published in the April issue of the Engineering News Record magazine. This year the annual increase was 1.430% over the prior year. The total assessments collected will be approximately \$1,502,816.

STAFF REPORT: If adopted, the resolutions associated with this Staff Report initiate the annual process of levying assessments on the parcels within the City's Districts and order the preparation of the annual Engineer's Report. The City has eight (8) Districts: Blossom, Heritage Park, Lawler Ranch, Marina Village Channel Improvement, Montebello, Peterson Ranch, Railroad Avenue, and Victorian Harbor. Victorian Harbor is comprised of five (5) individual Districts (A, B, C-D, E, and F) and is also assessed for dredging. Six (6) of the Districts were created in accordance with the Landscaping and Lighting Act of 1972. Two Districts, Marina Village and Victorian Harbor, were created in accordance with the Municipal Improvement Act of 1913. Both Acts require the preparation of annual Engineer's Reports for each District, including for the individual Victorian Harbor Districts. The Preliminary Engineer's Report for Fiscal Year 2023-24 is included with this Staff Report as Attachment #4.

During the month of March 2023, staff conducted annual meetings for Blossom, Heritage Park, Lawler

Ranch, Montebello Vista, Peterson Ranch, and Victorian Harbors (A, B, C-D, E, and F). At these meetings, staff discusses District funding, past year accomplishments, the maintenance schedule, plans for the coming year, and receives any resident concerns or requests for the coming year.

The annual meetings have been held on a regular basis over the last twelve years. Note that the City is not required by law and/or per the District formation documents to hold these annual meetings each year. The City continues to hold these annual meetings as a way to facilitate better communication and transparency between the attending residents of each District and City staff.

Three (3) Districts continue to warrant a specific update on their status as noted below.

#### Montebello Vista District (MBV)

There have been no significant changes in the MBV District. It continues to endure financial hardship, as the District does not generate sufficient revenue to meet basic funding requirements needed to cover basic maintenance costs for Montebello Vista Park, the medians at the entrance of the neighborhood, and their streetlights. With the increase in water rates the District's financial health is no longer plateauing as in years past. Water reductions, along with service reductions, may be necessary to keep this District from running into the red. Staff time and budget over the next couple of fiscal years will be closely monitored over the next few fiscal years. This will ensure the staff time costs are being accurately reflected in the District Public Works Staff Time charge as well as getting a better picture of water costs at the new rates and their impact on the budget. It is possible that service level reductions may be necessary at some point in the future. The Junior Giants Baseball Program continues to operate out of this park from roughly June to August.

The City has been allocated \$1.8M for the Montebello Vista Park Revitalization Project (Project). The Project currently includes converting a section of the park's existing turf into a multi-sport field that can accommodate soccer, football, rugby, etc., the installation of restrooms (opened on a rental basis), and the existing baseball field will be converted to an artificial surface. This Project is currently in the process of hiring a professional landscaping design firm to prepare plans, specifications and cost estimates (PS&E).

#### Heritage Park

Like Montebello Vista, the Heritage Park (District) continues to have a static revenue stream which is insufficient to sustain a very basic level of landscape maintenance activities for the District. The lack of funding, under the City-wide landscape maintenance contract, had resulted in dramatic reductions in landscape maintenance, no litter pickup, and inability to address most irrigation system failures.

Now that the District's maintenance is being handled by the LLD-Only crew, the District is starting to look a bit better with the in-house crew being able maintain additional areas that were not being maintained as part of the landscape contract. The start-up expenses associated with bringing the landscape maintenance in-house are greatly impacting the District's already negative beginning balance.

#### **Peterson Ranch**

For the last few years, the Peterson Ranch District (District) had been teetering on the edge of financial soundness and had accumulated a negative beginning balance. This is primarily due to the large increase in the landscape contract cost (New Image and LandCare) and the needed tree removals. This District has a large overall area of turf, native grass areas, trees, and heavily planted medians/planters, including the center median on Walters Road which is also difficult and dangerous to access for maintenance. Turf is very expensive to maintain, being the most expensive landscape feature to

maintain. Services with LandCare and irrigation were severely cut to meet the available budget and resulted in noticeable negative impacts on the landscape aesthetics within the District. The new in-house crew continues to make inroads in getting a handle on this large District's maintenance needs. The District is beginning to slowly move into a better financial position since bringing their maintenance inhouse.

With the agenda items being presented tonight, the City Council is being asked to do the following as part of the Consent Calendar: initiate the levy process, consider for approval the Preliminary Engineer's Reports for all Districts, declare the intent to levy and collect assessments for all Districts, and establish June 20, 2023, at 6:30 p.m. for the required Public Hearing.

This meeting does not provide final approval of the Fiscal Year 2023-24 levy amounts and does not trigger the actual assessments.

At the Public Hearing, Council should allow property owners the opportunity to address the Council concerning their District, the Council will approve or amend the Preliminary Engineer's Report and order the levy and collection of the assessments. Our consultant will then prepare the Assessor Parcel Assessment Report to be sent to the County prior to the Assessor's deadline.

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

- a. Resolutions No. 2023-\_\_\_: Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer's Report Related to the Suisun City Maintenance Assessment Districts for Fiscal Year 2023-24.
- b. Resolution 2023-\_\_\_: Declaring its Intention to Levy and Collect Assessments Within the City's Maintenance Assessment Districts for Fiscal Year 2023-24 and Announcing That the Associated Public Hearing Will Be Held on June 20, 2023.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_\_: Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer's Report Related to the Suisun City Maintenance Assessment Districts for Fiscal Year 2023-24.
- 2. Resolution No. 2023-\_\_\_: Declaring its Intention to Levy and Collect Assessments Within the City's Maintenance Assessment Districts for Fiscal Year 2023-24 and Announcing That the Associated Public Hearing Will Be Held on June 20, 2023.
- 3. Table Summarizing Proposed District Assessments for Fiscal Year 2023-24.
- 4. Preliminary Engineer's Reports Fiscal Year 2023-24 (due to size the attachment is available online:
  - https://www.suisun.com/files/sharedassets/suisuncity/government/clerk/documents/additional-packet-items/preliminary-engineers-reports-fiscal-year-23-24.pdf). The report includes the Fiscal Year 2023-24 Parcel Listings.
- 5. District Maps

PREPARED BY:

REVIEWED BY:

Amanda Dum, Management Analyst II

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation anf Filing of the Engineer's Report.pdf
- 2 Resolution Declaring its Intention to Levy and Collect Assessments Within the City's Maintenance Assessment Districts.pdf
- 3 Table Summarizing Proposed District Assessments for FY 23-24.pdf
- 5 District Maps.pdf

#### **RESOLUTION NO. 2023-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS AND ORDERING THE PREPARATION AND FILING OF THE ENGINEER'S REPORT RELATED TO THE SUISUN CITY MAINTENANCE ASSESSMENT DISTRICTS FOR FISCAL YEAR 2023-24

WHEREAS, the City Council has by previous Resolutions formed and levied annual assessments for the Blossom Maintenance Assessment District, Heritage Park Maintenance Assessment District, Lawler Ranch Maintenance Assessment District, Marina Village Channel Improvement District, Montebello Vista Maintenance Assessment District, Peterson Ranch Maintenance Assessment District, Railroad Avenue Maintenance Assessment District and Victorian Harbor Maintenance Assessment District (hereafter referred to as the "Districts"), pursuant to the provisions of the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) and the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code (commencing with Section 10000) (hereafter referred to as the "Acts") that provide for the levy and collection of assessments for the City of Suisun City to pay the maintenance and services of all improvements and facilities related thereto; and,

WHEREAS, the City Council wishes to initiate proceedings to provide for the levy and collection of assessments for Fiscal Year 2023-24 in order to provide for the necessary costs and expenses pertaining to the maintenance of the improvements within the Districts.

**WHEREAS**, the City Council has retained NBS for the purpose of assisting with the annual levy of the Districts and the preparation and filing of an Annual Engineer's Report (the "Report") with the City Clerk in accordance with the Acts.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICTS, PURSUANT TO THE ACTS, AS FOLLOWS:

<u>Section 1</u> The City Council hereby orders NBS to prepare and file with the City Clerk the Report concerning the levy and collection of assessments for the Districts for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024, in accordance with the Acts.

<u>Section 2</u> The improvements within the Districts may include operation, maintenance, and servicing of landscaping, street lighting, channel maintenance, parks, median island landscaping, alleyway landscaping, hardscape, sound walls, and appurtenant facilities within the boundaries of the Districts. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and satisfactory condition. The improvements within the Districts are outlined in the Report, which provide details of all improvements

Section 3 There will be no changes to the improvements and services to be provided for Fiscal Year 2023-24.

1	PASSI Suisun City he	<b>ED AND ADOPTED</b> at a regular meeting of the City Council of the City of eld on Tuesday the 23 <sup>rd</sup> day of May 2023, by the following vote:
2	AYES:	Councilmembers:
3	NOES:	Councilmembers:
4	ABSENT: ABSTAIN:	Councilmembers:  Councilmembers:
5	WITN	NESS my hand and the seal of said City this 23 <sup>rd</sup> day of May 2023.
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8		Anita Skinner City Clerk
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Resolution No. 2023-Adopted May 23, 2023 Page 2 of 2

#### **RESOLUTION NO. 2023-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY'S MAINTENANCE ASSESSMENT DISTRICTS FOR FISCAL YEAR 2023-24 AND ANNOUNCING THAT THE ASSOCIATED PUBLIC HEARING WILL BE HELD ON JUNE 20, 2023

WHEREAS, the City Council has by previous Resolutions formed and levied annual assessments for the Blossom Maintenance Assessment District, Heritage Park Maintenance Assessment District, Lawler Ranch Maintenance Assessment District, Marina Village Channel Improvement District, Montebello Vista Maintenance Assessment District, Peterson Ranch Maintenance Assessment District, Railroad Avenue Maintenance Assessment District and Victorian Harbor Maintenance Assessment District (hereafter referred to as the "Districts"), pursuant to the provisions of the Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) and the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code (commencing with Section 10000) (hereafter referred to as the "Acts"); and,

**WHEREAS**, the City Council pursuant to the provisions of the Act did by previous Resolution, order the preparation of an annual Engineer's Report for the Maintenance Districts.

**WHEREAS**, NBS has filed with the City Clerk the Annual Engineer's Report (the "Report") concerning the cost of maintaining the improvements in such Districts for Fiscal Year 2023-24; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the Districts, each and all of the budget items and documents as set forth therein, and is satisfied that the levy amounts, on a preliminary basis, have been assessed in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the Districts, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICTS, PURSUANT TO THE ACTS, AS FOLLOWS:

<u>Section 1</u> <u>Engineer of Record</u>: City of Suisun City Public Works Director will be the Engineer of Work for purposes of the Districts.

<u>Section 2</u> <u>Intention:</u> The City Council hereby declares its intention to levy and collect assessments within the Districts pursuant to the Act for Fiscal Year 2023-24.

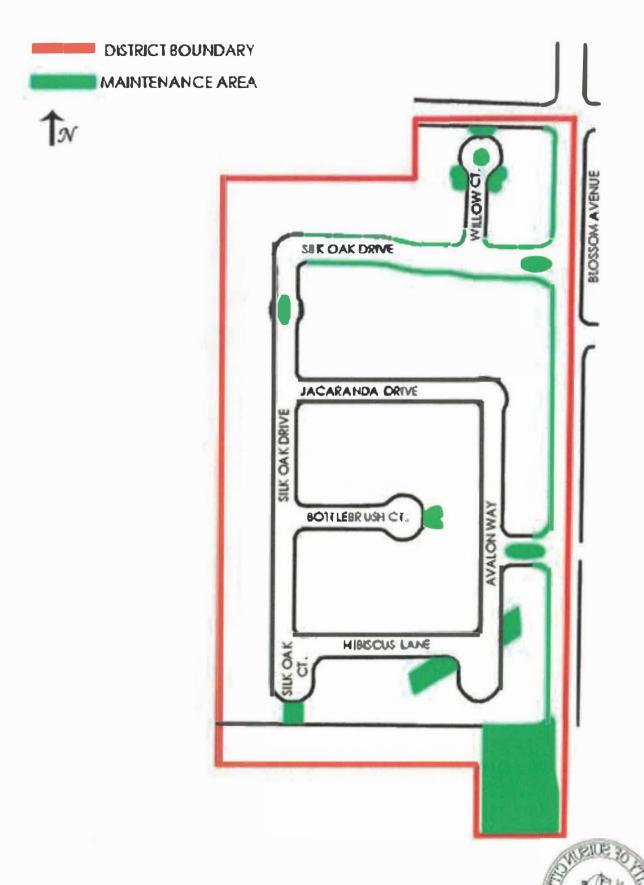
<u>Section 3</u> <u>Engineer's Report</u>: The Report, as presented, is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection. Reference is made to the Report for a full and detailed description of the improvements to be maintained, the boundaries of the Districts and the proposed assessments upon assessable lots and parcels of land within the Districts.

1		ription of Improvements: The improvements within the Districts may include atenance, and servicing of landscaping, street lighting, channel maintenance,	
2	parks, median	island landscaping, alleyway landscaping, hardscape, sound walls, and	
3		cilities within the boundaries of the Districts. Services provided include all	
		ice, operations, administration and maintenance required to keep the in a healthy, vigorous and satisfactory condition. For a full and detailed	
4	1 -	he improvements, please refer to the Engineer's Report on file with the City	
5	Clerk.		
6 7	Section 5 Proposed Assessment Amounts: For Fiscal Year 2023-24, the proposed assessments are outlined in the Report which details any changes or increases in the annual assessment and is on file with the City Clerk.		
8	Section 6 Publi	c Hearing: The City Council hereby declares its intention to conduct a Public	
9	Hearing annual	ly concerning the levy of assessments for the Districts in accordance with ion 22626 of the Act.	
10		ee: The City shall give notice of the time and place of the Public Hearing to all	
11	property owners within the Districts by causing the publishing of this Resolution once in local newspaper, not less than ten (10) days before the date of the Public Hearing, and by pos		
12	1	esolution on the official bulletin board customarily used by the City Council for	
13	the posting of notices. Any interested person may file a written protest with the City Clerk prio to the conclusion of the Public Hearing, or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by		
14			
15	* * *	er shall contain a description sufficient to identify the property owned by such. At the Public Hearing all interested persons shall be afforded the opportunity	
	to hear and be h	eard.	
16	Section 8 Notice of Public Hearing: Notice is hereby given that a Public Hearing on these		
17 18		held by the City Council on <u>Tuesday</u> , <u>June 20</u> , <u>2023</u> , <u>at 6:30 p.m.</u> or as soon asible in the City Council Chambers located at 701 Civic Center Boulevard,	
19	Section 9 That the City Clerk shall certify to the passage and adoption of this Resolution and		
20	the minutes of this meeting shall so reflect the presentation of the Report.		
21	<b>PASSED AND ADOPTED</b> at a regular meeting of the City Council of the City of Suisun City held on Tuesday the 23 <sup>rd</sup> day of May 2023, 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 23 <sup>rd</sup> day of May 2023.		
26			
		Anita Skinner	
27		City Clerk	
28			

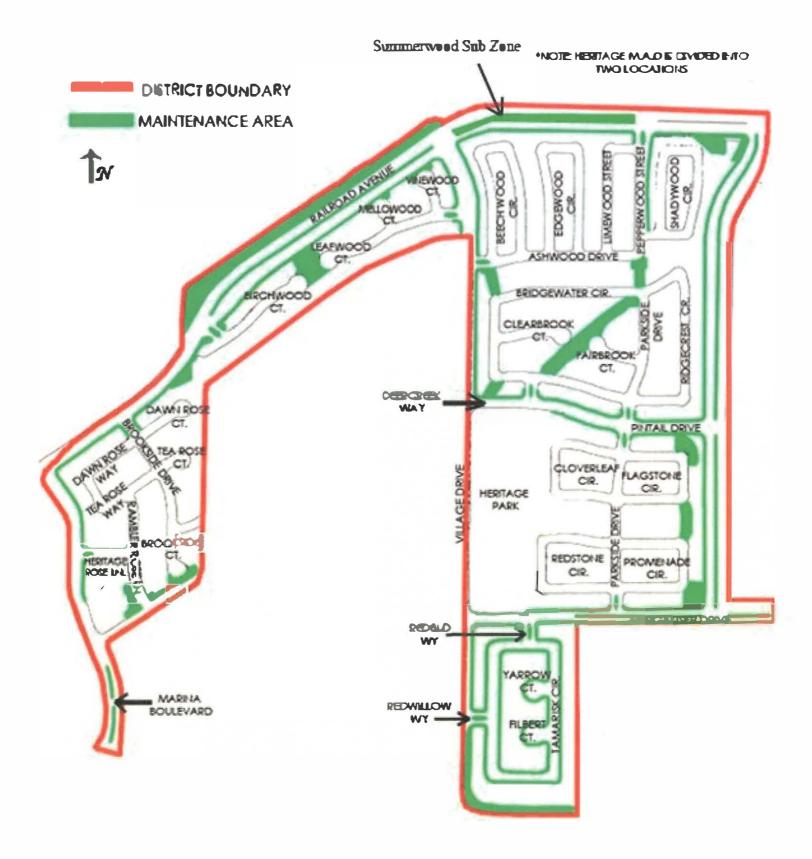
### **Summary of Proposed District Assessments - Fiscal Year 2023-24**

District	# of Parcels & EDU's	NEW PROPOSED LEVY – FY23- 24 (Assessment Per EDU)	ENR CCI (1.43%) Increase FY23-24	FY22-23 (Assessment Per EDU)	First Year Assessed
Blossom	113	\$206.60	\$2.91	\$203.69	92/93
Heritage Park	759	\$192.64	\$0.00	\$192.64	92/93
Lawler Ranch	1,304.30	\$321.10	\$4.53	\$316.57	90/91
Marina Village - Inlet	25	\$1,127.68	\$0.00	\$1,127.68	95/96
Marina Village - Inlet & Main	16	\$1,199.92	\$0.00	\$1,199.92	95/96
Marina Village - Commercial	1	\$4,688.27	\$0.00	\$4,688.27	95/96
Montebello Vista	486	\$75.00	\$0.00	\$75.00	89/90
Peterson Ranch	605	\$440.86	\$6.22	\$434.64	3-Feb
Railroad Avenue	2	\$4,631.80	\$65.33	\$4,566.47	91/92
Victorian Harbor A - Dredging	94	\$343.45	\$4.84	\$338.61	94/95
Victorian Harbor A - Maintenance	94	\$952.28	\$13.43	\$938.85	94/95
Victorian Harbor B - Dredging	20.95	\$343.45	\$4.84	\$338.61	94/95
Victorian Harbor B - Maintenance	20.95	\$952.28	\$13.43	\$938.85	94/95
Victorian Harbor C-D - Dredging	119.99	\$343.45	\$4.84	\$338.61	94/95
Victorian Harbor C-D – Maintenanc	119.99	\$1,428.86	\$20.15	\$1,408.71	94/95
Victorian Harbor E - Dredging	55	\$343.45	\$4.84	\$338.61	94/95
Victorian Harbor E - Maintenance	55	\$952.28	\$13.43	\$938.85	94/95
Victorian Harbor F - Dredging	89	\$343.45	\$4.84	\$338.61	94/95
Victorian Harbor F - Maintenance	89	\$952.28	\$13.43	\$938.85	94/95
EDU = Equivalent Dwelling Unit					

ENR CCI = Adjusted annual inflator produced by the Engineer's News Record Construction Cost Index.



BLOSSOM MAINTENANCE ASSESSMENT DISTRICT SUISUN CITY, CALIFORNIA





HERITAGE PARK MAINTENANCE ASSESSMENT DISTRICT
SUISUN CITY, CALIFORNIA









HERITAGE PARK MAINTENANCE ASSESSMENT DISTRICT SUISUN CITY, CALIFORNIA

# SUISUN CITY, CALIFORNIA SUISUN CITY, CALIFORNIA SUISUN CITY, CALIFORNIA



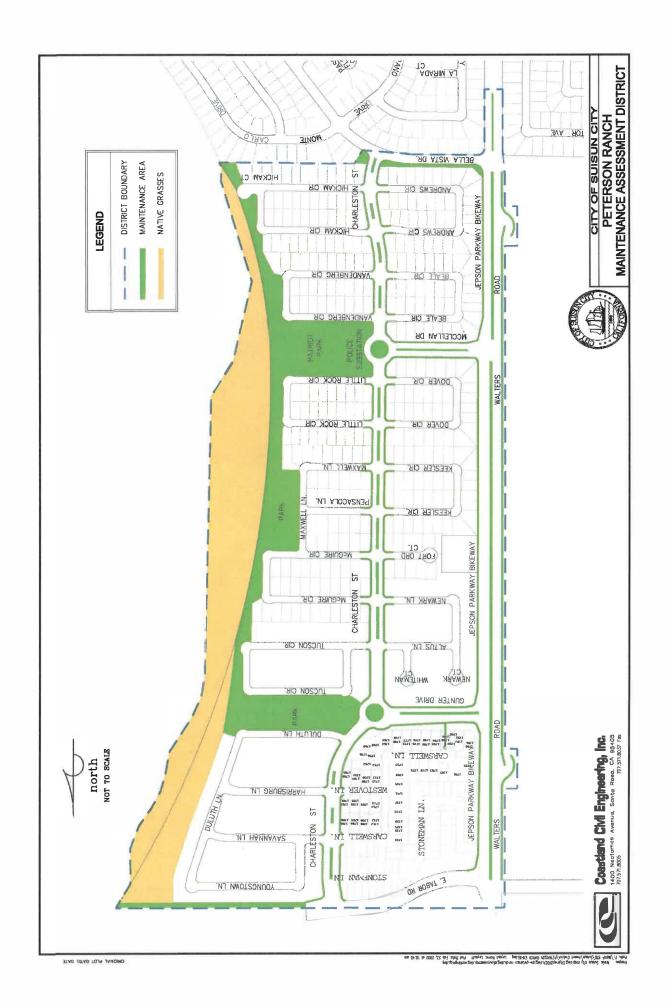


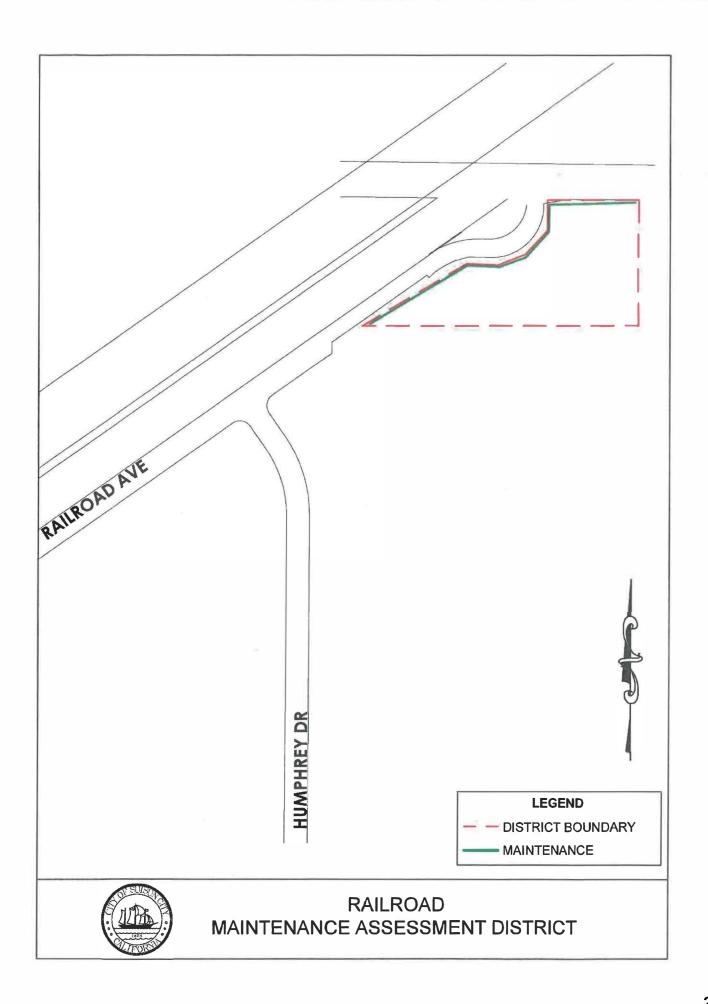


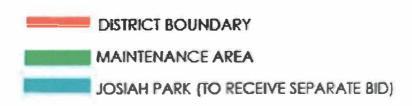




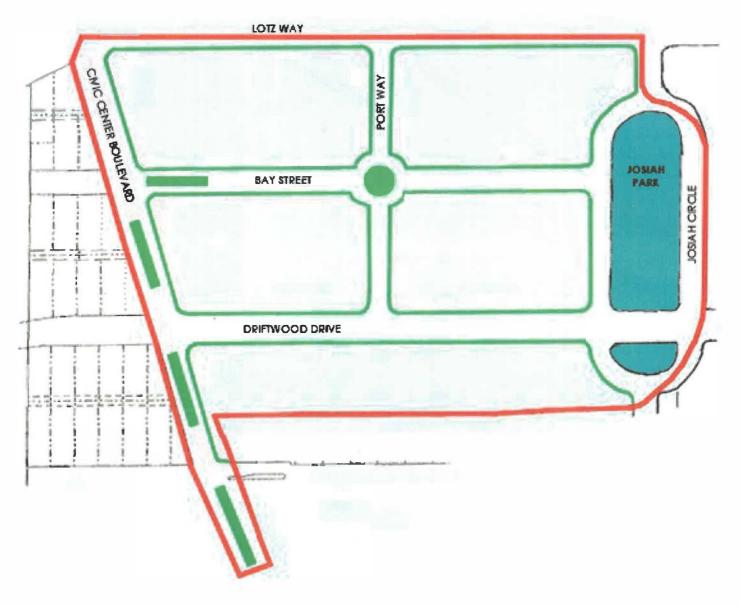
MONTEBELLO MAINTAINANCE ASSESSMENT DISTRICT SUISUN CITY, CALIFORNIA







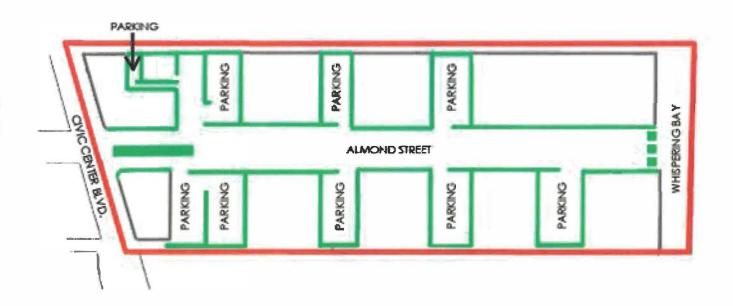






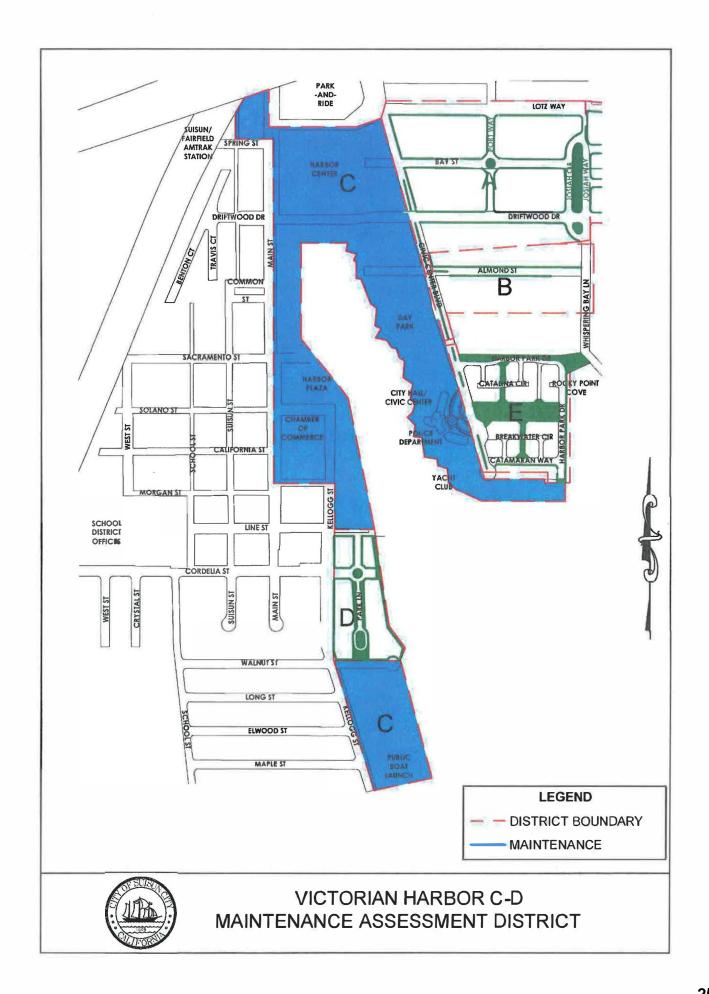
VICTORIAN HARBOR-ZONE "A"
MAINTENANCE ASSESSMENT DISTRICT
SUISUN CITY, CALIFORNIA



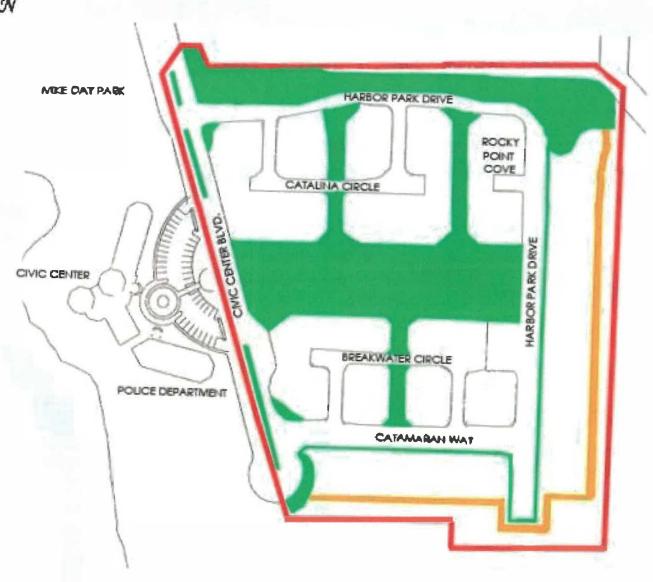




VICTORIAN HARBOR-ZONE "B"
MAINTENANCE ASSESSMENT DISTRICT
SUISUN CITY, CALIFORNIA







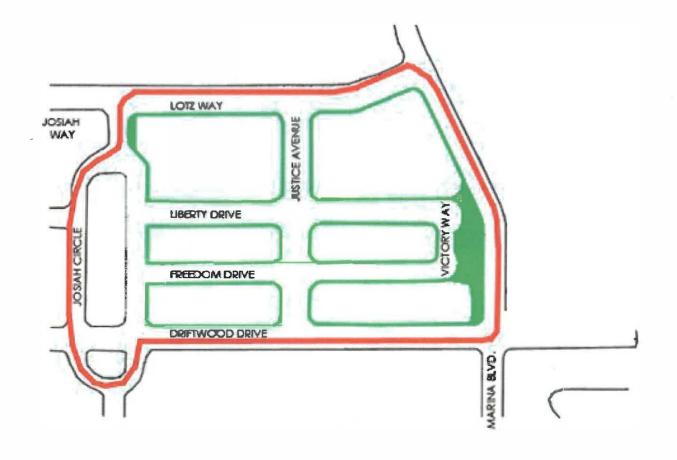


VICTORIAN HARBORZONE "E"
MAINTENANCE ASSESSMETN DISTRICT
SUISUN CITY, CALIFORNIA





#### LANDSCAPING & LIGHTING DISTRICTS MAPS





# VICTORIAN HARBOR-ZONE "F" MAINTENANCE ASSESSMENT DISTRICT SUISUN CITY, CALIFORNIA

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#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Initiate and Provide Intent to the Levy and Collection of Assessments for the McCoy Creek Parking Benefit Assessment District:

- a. Council Adoption of Resolution No. 2023-\_\_\_: Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer's Report Related to the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2023-24; and
- b. Council Adoption of Resolution No. 2023-\_\_\_: Declaring Its Intention to Levy and Collect Assessments Within the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2023-24.

**FISCAL IMPACT:** There would be no fiscal impact from this action.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: As a condition of approval for the McCoy Creek Development Project (Grey Hawk), the developer was required to create a Parking Assessment District (PAD) to offset long-term maintenance costs associated with the on-street parking within the public right-of-way. The number of on-street parking spaces provided is seventy-five (75). This parking serves both residential and commercial mixed-use parking demands. Both the residential and commercial components of the mixed-use development are required to pay for the long-term maintenance of the on-street parking. Utilizing the public right-of-way for this mixed-use development is a deviation from the City's requirement for off-street parking and, therefore, an assessment for maintenance was established.

The boundaries of this District are described as within the area bounded by McCoy Creek Way to the north, Gray Hawk Lane to the south, Crescent Elementary School to the east and Grizzly Island Road to the west. This District consists of mixed parcel types and includes seventy-two and four tenths (72.4) assessable equivalent dwelling units (on-street parking spaces).

**STAFF REPORT:** The process of Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer's Report Related to the McCoy Creek Parking Benefit Assessment District is presented to the Council each year and staff requests direction for proceeding with establishing the annual inflator and for approval of the Engineer's Report.

The proposed assessments are collected for the City by the Solano County Auditor/Controller, via the secured property tax bills of the assessable parcels within the District boundary, to fund the parking improvements and ongoing maintenance. For Fiscal Year 2023-24, maximum assessments would be approximately \$121.35 per equivalent dwelling unit, generating a total assessment of approximately \$8,785.64.

The assessment is subject to an annual inflation factor based on the Annual Construction Cost Index (CCI) as published in the first issue of each April of the Engineering News Record magazine. This year

the annual inflation factor was 1.430%, increasing the maximum assessment for FY 2023-24 from \$119.64 to approximately \$121.35.

Today, the City Council is being asked to Initiate the process, consider for approval of the Preliminary Engineer's Reports for Parking Benefit Assessment District, declare the Intent to levy and collect assessments for all Districts, and establish June 20, 2023, at 6:30pm for the required Public Hearing. A 1.430% annual inflator, based on the Engineering Magazine's Construction Cost Increase (CCI), is proposed to be added to this District's annual assessment for Fiscal Year 2023-24.

At the Public Hearing, Council affords property owners the opportunity to address the Council concerning the PAD and related matters, and the Council may approve or amend the Preliminary Engineer's Reports and order the levy and collection of taxes. Following Council direction, the City assessment district consultant (NBS) shall prepare the Assessor Parcel Assessment Report to be sent to the County in time for the assessor's deadline.

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

- a. Resolution No. 2023\_\_\_: Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer's Report Related to the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2023-24; and
- b. Resolution No. 2023-\_\_\_: Declaring Its Intention to Levy and Collect Assessments Within the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2023-24.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_\_: Initiating Proceedings for the Annual Levy and Collection of Assessments and Ordering the Preparation and Filing of the Engineer's Report Related to the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2023-24.
- 2. Resolution 2023-\_\_\_: Declaring Its Intention to Levy and Collect Assessments Within the McCoy Creek Parking Benefit Assessment District for Fiscal Year 2023-24.
- 3. FY 2023-24 Preliminary Engineer's Report McCoy Creek Benefit Assessment District.

PREPARED BY:

REVIEWED BY:

Amanda Dum, Management Analyst II

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 Resolution Initiating Proceedings for the Annual Levy and Collection of Assessments.pdf
- 2 Resolution Declaring Its Intention to Levy and Collect Assessments.pdf
- 3 FY 2023-24 Preliminary Engineer's Report.pdf

**RESOLUTION NO. 2023-**1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY 2 INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF 3 ASSESSMENTS AND ORDERING THE PREPARATION AND FILING OF THE ENGINEER'S REPORT RELATED TO THE MCCOY CREEK PARKING BENEFIT 4 **ASSESSMENT DISTRICT FOR FISCAL YEAR 2023-24** 5 WHEREAS, the City Council has by previous Resolutions formed and levied annual 6 assessments for the McCoy Creek Parking Benefit Assessment District (hereafter referred to as the "District"), pursuant to the Benefit Assessment Act of 1982, Title 5 Division 2, of the 7 California Government Code (commencing with Section 54703) (hereafter referred to as the "Act") that provides for the levy and collection of assessments for the City of Suisun City to 8 pay the maintenance and services of all improvements and facilities related thereto; and, 9 WHEREAS, the City Council wishes to initiate proceedings to provide for the levy and 10 collection of assessments for Fiscal Year 2023-24 in order to provide for the necessary costs and expenses pertaining to the maintenance of the improvements within the District. 11 WHEREAS, the City Council has retained NBS for the purpose of assisting with the 12 annual levy of the District and the preparation and filing of an Annual Engineer's Report (the "Report") with the City Clerk in accordance with the Act. 13 NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY 14 THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO THE ACT, AS **FOLLOWS:** 15 <u>Section 1</u> The City Council hereby orders NBS to prepare and file with the City Clerk the 16 Report concerning the levy and collection of assessments for the District for the Fiscal Year commencing July 1, 2023, and ending June 30, 2024. 17 Section 2 The improvements that are being maintained in accordance with the Act, are the 18 construction, operation, maintenance, and servicing of parking facilities including, but not limited to, maintenance, replacement, repair, materials, personnel, contracting services, and 19 other items necessary for the satisfactory operation of these services. There are no substantial 20 changes proposed to be made to existing improvements. 21 **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Suisun City, duly held on the 23<sup>rd</sup> day of May 2023, by the following vote: 22 **AYES:** Councilmembers: 23 **NOES:** Councilmembers: ABSENT: Councilmembers: 24 **ABSTAIN:** Councilmembers: 25 WITNESS my hand and the seal of said City this 23<sup>rd</sup> day of May 2023. 26

Anita Skinner, City Clerk

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#### **RESOLUTION NO. 2023-**

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DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE MCCOY CREEK PARKING BENEFIT ASESSMENT DISTRICT FOR FISCAL YEAR 2023-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY

WHEREAS, the City Council has by previous Resolutions formed and levied annual assessments for the McCoy Creek Parking Benefit Assessment District (hereafter referred to as the "District"), pursuant to the Benefit Assessment Act of 1982, Title 5 Division 2, of the California Government Code (commencing with Section 54703) (hereafter referred to as the "Act") that provides for the levy and collection of assessments for the City of Suisun City to pay the maintenance and services of all improvements and facilities related thereto; and,

**WHEREAS**, the City Council pursuant to the provisions of the Act did by previous Resolution, order the preparation of an annual Engineer's Report for the District.

**WHEREAS**, NBS has filed with the City Clerk the Annual Engineer's Report (the "Report") concerning the cost of maintaining the improvements in such District for Fiscal Year 2023-24; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each and all of the budget items and documents as set forth therein, and is satisfied that the levy amounts, on a preliminary basis, have been assessed in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District, as set forth in said Report.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE DISTRICT, PURSUANT TO THE ACT, AS FOLLOWS:

<u>Section 1</u> Engineer of Record: Nouae Vue, P.E., is designated as Engineer of Work for purposes of the District.

<u>Section 2</u> <u>Intention:</u> The City Council hereby declares its intention to levy and collect assessments within the District pursuant to the Act for Fiscal Year 2023-24.

<u>Section 3</u> <u>Engineer's Report</u>: The Report, as presented, is hereby approved on a preliminary basis and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection. Reference is made to the Report for a full and detailed description of the improvements to be maintained, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District.

<u>Section 4</u> <u>Description of Improvements:</u> The improvements that are being maintained in accordance with the Act, are the construction, operation, maintenance, and servicing of parking

1 2	facilities including, but not limited to, maintenance, replacement, repair, materials, personnel, contracting services, and other items necessary for the satisfactory operation of these services. There are no substantial changes proposed to be made to existing improvements.			
3 4	Section 5 Proposed Assessment Amounts: For Fiscal Year 2023-24, the proposed assessments are outlined in the Report which details any changes or increases in the annual assessment and is on file with the City Clerk.			
5	Section 6 Public Hearing: The City Council hereby declares its intention to conduct a Public			
6	Hearing annually concerning the levy of assessments for the District. Notice is hereby given that a Public Hearing on these matters will be held by the City Council on <u>Tuesday</u> , <u>June 20</u> , <u>2023</u> , <u>at 6:30 p.m.</u> or as soon thereafter as feasible in the City Council Chambers located at			
7				
8	701 Civic Cente	er Boulevard, Suisun City.		
9	Section 7 That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.			
11	PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City,			
12	duly held on the	e 23 <sup>rd</sup> day of May 2023, by the following vote:		
13	AYES:	Councilmembers:		
14	NOES: ABSENT:	Councilmembers: Councilmembers:		
15	ABSTAIN:	Councilmembers:		
16	WITNESS my	hand and the seal of said City this 23 <sup>rd</sup> day of May 2023.		
17	William and the source said end this 25 and of this 2020.			
18				
19		Anita Skinner City Clerk		
20		City Clork		
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## **CITY OF SUISUN CITY**

Fiscal Year 2023/24 Engineer's Report For:

**McCoy Creek Parking Benefit Assessment District** 

May 2023

Prepared by:



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	2.2	Description of Improvements and Services	2
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#### 1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Suisun City (the "City") has previously formed the following special benefit assessment district pursuant to terms of the "Benefit Assessment Act of 1982", Chapter 6.4, Division 2, Title 5 of the California Government Code (commencing with Section 54703) (hereafter referred to as the "Act"). The district is known and designated as the McCoy Creek Parking Benefit Assessment District (the "District");

**WHEREAS,** on May 16, 2023 the City Council under the Act, adopted its Resolution Initiating Proceedings for the Annual Levy of Assessments and Ordering the Preparation of an Engineer's Report for the District;

WHEREAS, the Resolution of Initiation directed NBS to prepare and file a report presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations, and servicing of the improvements for the District for the referenced fiscal year, a diagram for the District, showing the boundaries of the District and properties to be assessed, and an assessment of the estimated costs of the maintenance, operations, and servicing the improvements, assessing the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received;

**NOW THEREFORE,** the following assessment is proposed to be authorized in order to pay for the estimated costs of maintenance, operation, and servicing of improvements to be paid by the assessable real property within the boundaries of the District in proportion to the special benefit received.

#### **SUMMARY OF ASSESSMENT**

Description	Estimated for Fiscal Year 2023/24
Estimated Fiscal Year 2023/24 Levy (1)	\$8,785.64
Total District Equivalent Dwelling Units	72.40
Fiscal Year 2023/24 Assessment Per EDU	\$121.35

<sup>(1)</sup> Actual assessments may be rounded to the nearest even penny in accordance with the requirements of the County for placement on the tax rolls.

I, the undersigned, respectfully submit the enclosed Engineer's Report and, to the best of my knowledge,
information and belief, the Engineer's Report and assessments herein have been prepared and computed
in accordance with the Act.

Ву:	
	City of Suisun City
	Public Works Director (Engineer of Work)



## 2. PLANS AND SPECIFICATIONS

## 2.1 Description of the Boundaries of the District

The boundaries of the District are described as the area bounded by McCoy Creek Way to the north, Gray Hawk Lane to the south, Crescent Elementary School to the east, and Grizzly Island Road to the west. The District consists of mixed-use parcel types and is proposed to include 75 on-street parking spaces at build-out for Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 13.

## 2.2 Description of Improvements and Services

In accordance with the Act, the improvements are the construction, operation, maintenance, and servicing of parking facilities including, but not limited to, maintenance, replacement, repair, materials, personnel, contracting services, and other items necessary for the satisfactory operation of these services.

Reference is made to the plans and specifications for the improvements, which are on file with the City. The specific improvements within the District are as follows:

#### PARKING AREAS AND FACILITIES

75 on-street parking spaces benefiting Lots 1 through 10 and Lot 13, located on the south side of McCoy Creek Way, west of Crescent Elementary School, east of Grizzly Island Road, and north of Gray Hawk Lane.

## 3. ESTIMATE OF COSTS

The following table shows the estimate of costs related to the District.

## **City of Suisun City**

#### **McCoy Creek Parking Assessment District**

## **Cash Position Summaries**

#### Fiscal Year 2023-24 Annual Budget

Budget Activity	FY 2020-21 Actual	FY 2021-22 Actual	FY 2022-23 Year to Date	FY 2023-24 Proposed Budget
Resources				
Beginning Balance	\$35,785.61	\$36,714.26	\$34,648.17	\$34,648.00
District Assessment (1)	\$7,613.84	\$7,545.46	\$4,330.90	\$8,785.64
Interest Earnings	(12.33)	(100.94)	203.70	200.00
Subtotal: Revenue & Transfers	\$7,601.51	\$7,444.52	\$4,534.60	\$8,985.64
Subtotal: Resources	\$43,387.12	\$44,158.78	\$39,182.77	\$43,633.64
Expenditures				
Other Professional Services	\$919.67	\$427.26	\$0.00	\$172.00
Advertising	0.00	176.31	0.00	0.00
Property Tax Admin Fee	76.13	75.45	43.30	100.00
Other Contract Services	0.00	0.00	0.00	1,100.00
Field Supplies	174.38	0.00	0.00	400.00
Public Works Supplies	5,002.68	7,633.94	5,586.07	12,351.14
Major Facility Repairs	0.00	0.00	0.00	12,800.00
Investment Loss	0.00	697.65	(697.65)	0.00
Subtotal: Operating	\$6,172.86	\$9,010.61	\$4,931.72	\$26,923.14
Staff Administration Costs	\$500.00	\$500.00	\$333.36	\$500.00
Subtotal: Non-Operating	\$500.00	\$500.00	\$333.36	\$500.00
Subtotal: Expenditures	\$6,672.86	\$9,510.61	\$5,265.08	\$27,423.14
Ending Balance	\$36,714.26	\$34,648.17	\$33,917.69	\$16,210.50

<sup>(1)</sup> Actual assessments may be rounded to the nearest even penny in accordance with the requirements of the County for placement on the tax rolls.



## 4. ASSESSMENTS

The assessments for Fiscal Year 2023/24 apportioned to each parcel as shown on the latest equalized roll at the Solano County Assessor's office are listed in Section 6 of this Engineer's Report. The description of each lot or parcel is part of the records of the County Assessor and such records are, by reference, made part of this Engineer's Report.

## 4.1 Method of Apportionment

Pursuant to the Act and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received. An Equivalent Dwelling Unit (EDU) of benefit per parcel/unit type is equal to the number of on-street parking spaces benefiting the parcel.

The District consists of three development types: Single-Family Attached parcels – (Retail Space) ("SFA"); Residential/Commercial parcels – (Carriage Unit over Retail) – (Live-Work or "L-W"); and Commercial parcels ("COM"), subject to this assessment. For any fiscal year, the estimated costs are apportioned as follows: each SFA parcel is deemed to receive 3.30 EDUs of benefit per parcel/unit type; each L-W parcel is deemed to receive 4.30 EDUs of benefit per each parcel/unit type; and each COM parcel is deemed to receive 1 EDU per 250 square feet of building area. The total EDU count for the District is 72.40. Please refer to Section 7 of the Original Engineer's Report for a full description and breakdown of the actual EDU calculations for the District.

The annual assessment for each parcel is calculated first by dividing the total District estimated costs by the total EDU count, thus yielding an assessment rate per EDU; second, multiplying the quotient from the first step by a given parcel's individual EDU value. (Note: the actual annual assessment per EDU cannot exceed the Maximum Assessment described in this section without appropriate proceedings being conducted by the City.)

The District costs are spread to each of the 72.40 EDUs within the District as follows:

Estimated Fiscal Year 2023/24 Levy (1)	\$8,785.64
Total District Equivalent Dwelling Units	72.40
Fiscal Year 2023/24 Assessment Per EDU	\$121.35

<sup>(1)</sup> Actual assessments may be rounded to the nearest even penny in accordance with the requirements of the County for placement on the tax rolls.



## 4.2 Proposition 218 Requirements

This rate automatically increases in future years based on the Annual Construction Cost Index for San Francisco as published in the first issue of each April of the Engineering News Record magazine ("April Construction Cost Index"). The confirmed assessment per EDU for Fiscal Year 2006/07 set the initial maximum assessment. If the actual assessment in any succeeding year increases by a percentage no greater than the April Construction Cost Index, the assessment shall not be considered an increase. The table below shows the April Construction Cost Index history and the authorized assessment related to the increase.

Fiscal Year	Percentage Increase	Maximum Assessment	Actual Assessment
2006/07	N/A	\$66.74	\$66.74
2007/08	7.76%	71.93	71.92
2008/09	0.58%	72.36	72.36
2009/10	6.56%	77.07	77.07
2010/11 <sup>(1)</sup>	0.00%	77.07	77.07
2011/12	4.42%	80.48	80.48
2012/13	2.07%	82.15	82.15
2013/14	0.02%	82.17	82.17
2014/15	5.03%	86.30	86.30
2015/16	2.46%	88.42	88.42
2016/17	3.55%	91.56	91.56
2017/18	1.19%	92.65	92.65
2018/19	2.72%	95.17	95.17
2019/20	2.56%	97.61	97.61
2020/21	4.01%	101.52	101.52
2021/22	2.66%	104.22	104.22
2022/23	14.79%	119.64	119.64
2023/24	1.43%	121.35	121.34

<sup>(1)</sup> The 2010/11 percentage increase in the annual April Construction Cost Index was -0.26%, and as such the maximum assessment rate for 2010/11 remained the same as the prior year.

## **5. ASSESSMENT DIAGRAM**

An Assessment Diagram for the District has been submitted to the City in the format required under the provisions of the Act. The lines and dimensions shown on maps of the County Assessor for the current year are incorporated by reference herein and made part of this Engineer's Report.



## **6. ASSESSMENT ROLL**

The following parcels within the District will be assessed for Fiscal Year 2023/24:

APN	Parcel Type	EDUs	Fiscal Year 2023/24 Assessment (1)
0173-811-010	SFA	3.30	\$400.44
0173-811-020	LW	4.30	521.80
0173-811-030	LW	34.40	4,174.44
0173-811-060	LW	4.30	521.80
0173-811-070	LW	4.30	521.80
0173-811-080	SFA	3.30	400.44
0173-811-090	SFA	3.30	400.44
0173-811-100	SFA	3.30	400.44
0173-811-110	LW	4.30	521.80
0173-811-120	LW	4.30	521.80
0173-812-180	SFA	3.30	400.44
Totals:		72.40	\$8,785.64

<sup>(1)</sup> Actual assessments may be rounded to the nearest even penny in accordance with the requirements of the County for placement on the tax rolls.

Assessor's parcel identification, for each lot or parcel within the District, shall be based on the Solano County Assessor's secured roll data for the applicable year in which this Report is prepared and is incorporated herein by reference.

A listing of assessor's parcels assessed within the District for Fiscal Year 2023/24, along with the assessment amounts, is on file in the office of the City Clerk and incorporated herein by reference. Based on Solano County Assessor's secured roll data, current assessor's parcels, including corrected and/or new assessor's parcels, will be submitted and/or resubmitted to the Solano County Auditor/Controller. The annual assessment amount to be levied and collected for the resubmitted parcel(s) shall be determined in accordance with the method of apportionment and assessment rate approved in this Report. Therefore, if a single assessor's parcel has a status change in development, other land use change, or subdivides into multiple assessor's parcels, the assessment amounts applied to each of the new assessor's parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment amount.

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Ordinance No. \_\_\_\_: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services, Including Certain Annexation Territory) - (Lawler Mixed-Use Project - Introduced on May 2, 2023).

**FISCAL IMPACT:** There would be an impact to the General Fund from this item. Once annexed into CFD#2, Lawler Mixed Use will begin to contribute funds towards Safety Services such as police and fire. The annexation of the Lawler Mixed Use 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.

Community Facilities District #2 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 Lawler Mixed Use'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.

As the first step in the annexation process, the Resolution of Intention was brought before Council and approved at the March 21, 2023, Council Meeting.

The second steps in the legislative process for annexation of Lawler Mixed Use into Community Facility District No. 2 included conducting the Public Hearing and the waiving fir the first reading of the Ordinance at the May 2, 2023, Council Meeting.

**STAFF REPORT:** The final step in legislative process for the annexation of Lawler Mixed Use involves the item coming back to Council as a Consent item to complete the adoption of the associated Ordinance. This is the step before you tonight.

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Ordinance No. 799: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services, Including Certain Annexation Territory) - (Lawler Mixed Use Project - Introduced on May 2, 2023).

#### **DOCUMENTS ATTACHED:**

1. An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services, Including Certain Annexation Territory.

PREPARED BY: REVIEWED BY: APPROVED BY: Amanda Dum, Management Analyst II Nouae Vue, Public Works Director Greg Folsom, City Manager

## **ATTACHMENTS:**

1 Ordinance 799 CFD 2 Annexation 15 Lawler Mixed-Use.pdf

#### **ORDINANCE NO. 799**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY LEVYING SPECIAL TAX WITHIN CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), INCLUDING CERTAIN ANNEXATION TERRITORY

## **Annexation No. 15 (Lawler Mixed-Use)**

WHEREAS, the City of Suisun City (the "City") has conducted proceedings pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to establish "City of Suisun City Community Facilities District No. 2 (Municipal Services)" (the "CFD") for the purpose of financing certain municipal services (the "Services) as provided in the Act; and

WHEREAS, the rate and method of apportionment of special tax for the CFD (the "Original Rate and Method") is set forth in Exhibit A to City Council Resolution 2005-89, which was adopted on November 15, 2005 (the "Resolution of Formation"); and

**WHEREAS**, the City has conducted proceedings to annex territory into the CFD and, in connection therewith, approved supplements to the Original Rate and Method (as supplemented, the "Rate and Method");

## NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY as follows:

**SECTION ONE:** By the passage of this Ordinance, pursuant to the Act, the Council hereby authorizes and levies the Special Tax within the CFD, including all territory annexed into the CFD prior to the date hereof, at the rate and in accordance with method set forth in the Rate and Method, which rate and method are by this reference incorporated herein. The Special Tax has previously been levied in the original territory of the CFD beginning in fiscal year 2006-07 pursuant to Ordinance No. 684, passed and adopted by the City Council on December 6, 2005, and the Special Tax is hereby levied commencing in fiscal year 2022-23 in the territory annexed to the CFD subsequent to formation of the CFD, and in each fiscal year thereafter to pay for the Services for the CFD and all costs of administering the CFD.

The City Council hereby ratifies the levy of special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Rate and Method, in fiscal years 2006-07 through 2022-23.

**SECTION TWO:** The City Manager or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, including all territory annexed to the CFD prior to the date hereof, in the manner and as provided in the Rate and Method.

**SECTION THREE:** Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation, the Rate and Method and the applicable provisions of the Act. In no

event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum 1 Special Tax specified in the Rate and Method. 2 SECTION FOUR: All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of 3 the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax. 4 SECTION FIVE: The Special Tax shall be collected in the same manner as ordinary ad 5 valorem taxes are collected and shall have the same lien priority, and be subject to the same 6 penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of 7 collection by resolution(s) of the Council. The City Manager of the City (or the City Manager's designee) is hereby authorized and directed to provide all necessary information to the 8 auditor/tax collector of the County of Solano in order to effect proper billing and collection of 9 the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Solano for fiscal year 2022-23 and for each fiscal year thereafter, as set forth above, 10 until no longer required to pay for the Services or until otherwise terminated by the City. 11 **SECTION SIX:** If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, including all territory 12 annexed to the CFD prior to the date hereof, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the 13 CFD, including all territory annexed to the CFD prior to the date hereof, shall not be affected. 14 **SECTION SEVEN:** The Mayor shall sign this Ordinance and the City Clerk shall cause the 15 same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City. 16 **SECTION EIGHT:** This Council affirms the provisions of Ordinance No. 684 except to the 17 extent any terms of such Ordinance are inconsistent with the provisions of this Ordinance, in which case the terms of this Ordinance shall govern. 18 **SECTION NINE:** This Ordinance shall become effective (30) days following its passage and 19 adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation in the City of Suisun City, County of Solano. 20 21 22 23 24 25 26 27 28

1			r Meeting of the City Council of the City of Suisun City May 2023, by the following vote:
2 3 4 5	AYES: NOES: ABSENT: ABSTAIN:	Councilmembers: Councilmembers: Councilmembers: Councilmembers:	
6	WITNES	S my hand and the sea	l of said City this 2 <sup>nd</sup> day of May 2023.
7			
8			Anita Skinner City Clerk
10			t a Regular Meeting of the City Council of the City of Suisun by of May 2023, by the following vote:
11 12	AYES:	Councilmembers:	
13	NOES: ABSENT:	Councilmembers: Councilmembers:	
14	ABSTAIN:	Councilmembers:	
15	ATTEST:		
16			
17			
18	Alma I Mayor	Hernandez	Anita Skinner City Clerk
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	Ordinance No. 700		

Ordinance No. 799 Adopted May 23, 2023 Page 3 of 3 THIS PAGE INTENTIONALLY LEFT BLANK

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Ordinance No. 800: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services, Including Certain Annexation Territory) - (Marina Village Apartments - Introduced on May 2, 2023).

FISCAL IMPACT: There would be an impact to the General Fund from this item. Once annexed into CFD#2, Marina Village Apartments will begin to contribute funds towards Safety Services such as police and fire. The annexation of the Marina Village Apartments 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. Community Facilities District #2 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 Marina Village Apartment'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.

As the first step in the annexation process, the Resolution of Intention was brought before Council and approved at the March 21, 2023, Council Meeting.

The second steps in the legislative process for annexation of Marina Village Apartments into Community Facility District No. 2 included conducting the Public Hearing and the waiving of the first reading of the Ordinance at the May 2, 2023, Council Meeting.

**STAFF REPORT:** The final step in legislative process for the annexation of Marina Village Apartments involves the item coming back to Council as a Consent item to complete the adoption of the associated Ordinance. This is the step before you tonight.

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Ordinance No.800: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services, Including Certain Annexation Territory).

#### **DOCUMENTS ATTACHED:**

1. An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Communities Facilities District No. 2 (Municipal Services, Including Certain Annexation Territory.

PREPARED BY: REVIEWED BY: APPROVED BY: Amanda Dum, Management Analyst II Nouae Vue, Public Works Director Greg Folsom, City Manager

## **ATTACHMENTS:**

1 Ordinance 800 CFD 2 Annexation 16 Marina Village Apartments Project.pdf

#### **ORDINANCE NO. 800**

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY LEVYING SPECIAL TAX WITHIN CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), INCLUDING CERTAIN ANNEXATION TERRITORY

## **Annexation No. 16 (Marina Village Apartments)**

WHEREAS, the City of Suisun City (the "City") has conducted proceedings pursuant to the Mello-Roos Community Facilities Act, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to establish "City of Suisun City Community Facilities District No. 2 (Municipal Services)" (the "CFD") for the purpose of financing certain municipal services (the "Services) as provided in the Act; and

WHEREAS, the rate and method of apportionment of special tax for the CFD (the "Original Rate and Method") is set forth in Exhibit A to City Council Resolution 2005-89, which was adopted on November 15, 2005 (the "Resolution of Formation"); and

**WHEREAS**, the City has conducted proceedings to annex territory into the CFD and, in connection therewith, approved supplements to the Original Rate and Method (as supplemented, the "Rate and Method");

## NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY as follows:

**SECTION ONE:** By the passage of this Ordinance, pursuant to the Act, the Council hereby authorizes and levies the Special Tax within the CFD, including all territory annexed into the CFD prior to the date hereof, at the rate and in accordance with method set forth in the Rate and Method, which rate and method are by this reference incorporated herein. The Special Tax has previously been levied in the original territory of the CFD beginning in fiscal year 2006-07 pursuant to Ordinance No. 684, passed and adopted by the City Council on December 6, 2005, and the Special Tax is hereby levied commencing in fiscal year 2022-23 in the territory annexed to the CFD subsequent to formation of the CFD, and in each fiscal year thereafter to pay for the Services for the CFD and all costs of administering the CFD.

The City Council hereby ratifies the levy of special taxes within the CFD pursuant to the Act, at the rate and in accordance with the Rate and Method, in fiscal years 2006-07 through 2022-23.

**SECTION TWO:** The City Manager or designee, or an employee or consultant of the City, is hereby authorized and directed each fiscal year to determine the specific Special Tax to be levied for the next ensuing fiscal year for each parcel of real property within the CFD, including all territory annexed to the CFD prior to the date hereof, in the manner and as provided in the Rate and Method.

**SECTION THREE:** Exemptions from the levy of the Special Tax shall be as provided in the Resolution of Formation, the Rate and Method and the applicable provisions of the Act. In no

event shall the Special Tax be levied on any parcel within the CFD in excess of the maximum 1 Special Tax specified in the Rate and Method. 2 **SECTION FOUR:** All of the collections of the Special Tax shall be used as provided in the Act and in the Resolution of Formation, including, but not limited to, the payment of costs of 3 the Services, the payment of the costs of the City in administering the CFD, and the costs of collecting and administering the Special Tax. 4 SECTION FIVE: The Special Tax shall be collected in the same manner as ordinary ad 5 valorem taxes are collected and shall have the same lien priority, and be subject to the same 6 penalties and the same procedure and sale in cases of delinquency as provided for ad valorem taxes; provided, however, that the Council may provide for other appropriate methods of 7 collection by resolution(s) of the Council. The City Manager of the City (or the City Manager's designee) is hereby authorized and directed to provide all necessary information to the 8 auditor/tax collector of the County of Solano in order to effect proper billing and collection of 9 the Special Tax, so that the Special Tax shall be included on the secured property tax roll of the County of Solano for fiscal year 2022-23 and for each fiscal year thereafter, as set forth above, 10 until no longer required to pay for the Services or until otherwise terminated by the City. 11 **SECTION SIX:** If for any reason any portion of this Ordinance is found to be invalid, or if the Special Tax is found inapplicable to any particular parcel within the CFD, including all territory 12 annexed to the CFD prior to the date hereof, by a court of competent jurisdiction, the balance of this Ordinance and the application of the Special Tax to the remaining parcels within the 13 CFD, including all territory annexed to the CFD prior to the date hereof, shall not be affected. 14 **SECTION SEVEN:** The Mayor shall sign this Ordinance and the City Clerk shall cause the 15 same to be published immediately after its passage at least once in a newspaper of general circulation circulated in the City. 16 **SECTION EIGHT:** This Council affirms the provisions of Ordinance No. 684 except to the 17 extent any terms of such Ordinance are inconsistent with the provisions of this Ordinance, in which case the terms of this Ordinance shall govern. 18 **SECTION NINE:** This Ordinance shall become effective (30) days following its passage and 19 adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation in the City of Suisun City, County of Solano. 20 21 22 23 24 25 26 27 28

1			r Meeting of the City Council of the City of Suisun City May 2023, by the following vote:
2		<i>3</i> ,	
3 4 5	AYES: NOES: ABSENT: ABSTAIN:		
6	WITNES	S my hand and the sea	l of said City this 2 <sup>nd</sup> day of May 2023.
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9			Anita Skinner City Clerk
10			•
11			t a Regular Meeting of the City Council of the City of Suisun y of May 2023, by the following vote:
12	AYES:	Councilmembers:	
13	NOES:	Councilmembers:	
14	ABSENT: ABSTAIN:	Councilmembers: Councilmembers:	
15			
16	ATTEST:		
17			
18	Δlma F	Hernandez	Anita Skinner
19		ayor	City Clerk
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	Ordinance No. 800		

Ordinance No. 800 Adopted May 23, 2023 Page 3 of 3 THIS PAGE INTENTIONALLY LEFT BLANK

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2023-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with Coastland Civil Engineering to Provide Further City Engineer Services on the Buzz Oates Private Development Projects.

**FISCAL IMPACT:** The funding for City Engineer and technical support services on the Buzz Oates Projects will be paid through a reimbursement agreement with Buzz Oates. There is no impact on the General Fund.

STRATEGIC PLAN: Ensure Public Safety. Provide Good Governance.

**BACKGROUND:** In January 2021, the departure of the Public Works Director resulted in the lack of a City Engineer. With the need for City Engineer and technical services on primarily the proposed two Buzz Oates private development projects (as well as a few other 2021 projects needing technical assistance), the City contracted with Coastland Civil Engineering in February 2021 in the amount of \$34,900. Said contract amount is within the City Manager's authorized limit of \$35,000. That contract amount was increased to \$100,000 through a City Council action on August 17, 2021. Recently, it has come to Public Works staff's attention that Coastland has provided services beyond the contract amount.

**STAFF REPORT:** To date, Coastland Civil Engineering's total expenditure on the Buzz Oates development projects is \$120,216.89. These costs are reimbursable through the reimbursement agreement with Buzz Oates.

Given that the Buzz Oates projects are still in the design and environmental clearing phase, are complex, and still have a long list of technical challenges, continued technical support from Coastland Civil Engineering is still needed. This will necessitate a contract amendment with Coastland Civil Engineering to increase the current contract amount, and City Council approval is required for this contract amendment.

It is recommended that the City Council authorize the City Manager to execute a contract amendment or the City's behalf with Coastland Civil Engineering to increase the contract amount from \$100,000 to \$250,000, which will be funded by development fees.

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2023—: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with Coastland Civil Engineering to Provide Further City Engineer Services on the Buzz Oates Private Development Projects.

#### **DOCUMENTS ATTACHED:**

1. Resolution No. 2023-\_\_\_: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with Coastland Civil Engineering to Provide Further City Engineer Services on

the Buzz Oates Private Development Projects.

2. Contract Amendment with Coastland Civil Engineering

PREPARED BY:

REVIEWED BY:

Amanda Dum, Management Analyst II

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 Resolution Authorizing Contract Amendment with Coastland Engineering for Buzz Oates Private Development Project.pdf
- 2 Contract Amendment with Coastland Civil Engineering.pdf

#### **RESOLUTION NO. 2023-**1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY 2 AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT 3 AMENDMENT ON THE CITY'S BEHALF WITH COASTLAND CIVIL ENGINEERING TO PROVIDE FURTHER CITY ENGINEER SERVICES ON THE 4 **BUZZ OATES PRIVATE DEVELOPMENT PROJECTS** 5 WHEREAS, the departure of the Public Works Director in January 2021 resulted in the 6 lack of a City Engineer; and WHEREAS, projects in the City, particularly the two Buzz Oates private development 7 projects, required City Engineer and technical support services; and 8 WHEREAS, in February 2021, the City contracted with Coastland Civil Engineering in 9 the amount of \$34,900 to provide City Engineer and technical support services; and WHEREAS, in August 17, 2021, the City Council approved the increase of the contract 10 amount to \$100,000; and 11 WHEREAS, both of the Buzz Oates private development projects are currently in the design and environmental clearing phase, are complex, and have a long list of technical challenges; 12 and 13 WHEREAS, technical support from Coastland Civil Engineering on the Buzz Oates projects is still needed; and 14 WHEREAS, Coastland Civil engineer's total expenditure on the Buzz Oates development 15 is \$120.216.89 to date, and a contract amendment will need to be executed to increase the current 16 contract amount; and 17 WHEREAS, technical services provided on the Buzz Oates projects are funded by the developer. 18 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun 19 City does hereby authorize the City Manager to execute a contract amendment on the City's behalf with Coastland Civil Engineering to continue to provide technical support on the two Buzz Oates 20 private development projects, increasing the current contract amount of \$100,000 to \$250,000. 21 PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 23<sup>rd</sup> day of May 2023, by the following vote: 22 **AYES:** Council Members: 23 NOES: Council Members: **ABSENT:** Council Members: 24 **ABSTAIN:** Council Members: 25 **WITNESS** my hand and the seal of said City this 23<sup>rd</sup> day of May 2023. 26 27 Anita Skinner

City Clerk

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#### PROFESSIONAL SERVICE CONTRACT AMENDMENT

CONTRACT AMENDMENT NO.	2	Date:	Page	1	OF	1
PROJECT: Various Projects	Ruff Ha					
TO: George Hicks		CONSULTANT: Coas	tland Civil Engi	neerin	g	dist
You are hereby directed to make changes in the scope of work or do the following described work, not included in the original for this contract. The work described in this Amendment shall conform to the original Scope of work insofar as the same may apply unless otherwise explicitly modified herein.						
NOTE: This Amendment is not effective until approved by the City Manager.						
Amendment Requested By: Nick Lozano						

#### I. Description of Amendment:

The Public Works Department continues to need City Engineer and technical services from Coastland Civil Engineering on the proposed Buzz Oates projects, which are technically complex in nature. The services to be provided are at the Public Works Department's discretion, and may include reviewing plans, maps, and technical reports, as well as negotiating off-site improvements, preparing Conditions of Approval, and participating in meetings. The Buzz Oates projects are currently in their preliminary planning stages, and it is anticipated that Coastland Civil Engineering's technical services will be needed for the next 12 months at approximately 60 hours a month.

The Coastland team includes: Dane Schilling, who previously served as the City's contract City Engineer for six (6) years; George Hicks, formerly the City of Suisun City's Public Works Director/City Engineer, and who was the City of Fairfield's Public Works Director/City Engineer prior to joining Coastland; and Laurie Loaiza, who has extensive private development experience.

#### II. Estimated Increase/Decrease:

Original Contract	\$ 34,900		Previous Amendments	\$ 65,100
This Amendment	\$ 150,000		<b>Total Contract to Date</b>	\$ 250,000
☐ This CA is Federal Ai X This CA is <i>not</i> Federa		of com	of this Amendment, the time pletion for all work under this ct will be adjusted as follows:	☐ Calendar Days ☐ Working Days X N/A Days

#### III. Authorization

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

Consultant:	Date Accepted:				
Ву:	Title:				
City of Suisun City: Prepared By:					
	Associate Engineer	Date			
Approval Recommended:					
	Senior Planner	Date			
City Manager Approval:					
	City Manager	Date			

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2023\_\_\_\_: Authorizing the City Manager to Enter into a Contract Agreement on the City's Behalf with S. H. Mechanical for the Citywide Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair Contract.

**FISCAL IMPACT:** The cost for retaining S. H. Mechanical to provide Heating, Ventilation, and Air Conditioning (HVAC) maintenance and repair service is \$73,686 for three (3) years. This maintenance service will be from the Facility Maintenance Fund 010-91415-3350. This budget has sufficient funding for this contract.

STRATEGIC PLAN: Provide Good Governance; Ensure Public Safety; Ensure Fiscal Solvency

**BACKGROUND:** In 2016, the City entered a contract with Solano Heating and Air Conditioning for HVAC maintenance and repair services. In 2022, Solano Heating and Air Conditioning closed shop leaving the City with no HVAC service contract.

**STAFF REPORT:** In March 2023, the City advertised for Request for Proposals for a new HVAC maintenance provider. Four (4) proposals were received. Each proposal was evaluated based on the following categories: Cost (35%), Listed References (35%), Understanding of the scope and proposed action plan (25%), and Locality (5%). After the evaluation process, staff determined that S. H. Mechanical is the most qualified contractor to provide HVAC maintenance and repair service.

This contract is for the following buildings:

- 1. City Hall, 701 Civic Center Blvd.
- 2. Suisun Police Department, 701 Civic Center Blvd.
- 3. Nelson Community Center, 611 Village Drive
- 4. Fire Department, 621 Pintail Drive
- 5. Senior Center, 318 Merganser
- 6. Public Works Service Ctr., 4555 Peterson Road
- 7. Train Depot, 177 Main Street
- 8. Harbor Theater, 720 Main Street
- 9. Burdick Center, 1101 Charleston Street
- 10. Harbor Master Building, 800 Kellogg Street

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2023\_\_\_: Authorizing the City Manager to Enter into a Contract Agreement on the City's Behalf with S. H. Mechanical for the Citywide Heating, Ventilation and Air Conditioning (HVAC) Maintenance and Repair Contract.

#### **DOCUMENTS ATTACHED:**

1. Resolution No. 2023\_\_\_: Authorizing the City Manager to Enter into a Contract Agreement on the City's Behalf with S. H. Mechanical for the Citywide Heating, Ventilation and Air

Conditioning (HVAC) Maintenance and Repair Contract.

- 2. Contract Services Agreement S. H. Mechanical Inc Citywide HVAC Services
- 3. S. H. Maintenance Inc. Cost Form

PREPARED BY:

REVIEWED BY:

APPROVED BY:

Gemma Geluz, Administrative Assistant II

Nouae Vue, Public Works Director

Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1. Authorizing the City Manager to Enter into a Contract Agr for City Wide HVAC Maintenance & Repair.pdf
- 2. Contract Services Agreement S. H. Mechanical Inc Citywide HVAC Services.pdf
- 3. SH Mechanical Cost Form.pdf

#### RESOLUTION NO. 2023-1 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT 3 AGREEMENT ON THE CITY'S BEHALF WITH S. H. MECHANICAL INC. FOR THE CITYWIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) 4 MAINTENANCE AND REPAIR CONTRACT 5 6 WHEREAS, the City has a need for maintenance and service work for the City facilities' 7 Heating, Ventilation and Air Conditioning (HVAC) units; and 8 WHEREAS, the City advertised the request for proposals for this Contract on March 3, 2023 and the proposals were opened on April 5, 2023; and 9 WHEREAS, S. H. Mechanical Inc. was deemed the best company for this contract for 10 \$24,562 per year for a total contract cost of \$73,578 for three [3] years. 11 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun 12 City authorizes the City Manager to enter into an agreement on behalf of the City with S. H. Mechanical Inc. for the Citywide HVAC Maintenance and Repairs Contract in the amount of 13 \$24,562, and to take any and all necessary and appropriate actions to implement this contract. And authorize the City Manager to extend this contract services agreement for up to three (3) one-year 14 extensions with an annual contract value adjustment increase not to exceed an annual 3% cost of 15 living increase at the discretion of the City Manager. 16 PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 23<sup>rd</sup> day of May 2023, by the following vote: 17 **AYES:** Councilmembers: 18 **NOES:** Councilmembers: **ABSENT:** Councilmembers: 19 **ABSTAIN:** Councilmembers: 20 **WITNESS** my hand and the seal of said City this 23<sup>rd</sup> day of May 2023. 21 22 Anita Skinner 23 City Clerk 24 25 26

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#### CITY OF SUISUN CITY

## CONTRACT SERVICES AGREEMENT FOR

# CITYWIDE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) MAINTENANCE AND REPAIR CONTRACT

	Tl	HIS (	CONTR	ACT S	ERVICES A	GREE	MEN	Γ (herein '	"Agreem	nent") is	s made a	and ente	ered
into	this _		23 <sup>rd</sup>	_ day of	f <u>Ma</u>	<u>y</u> , 20	23, by	and betw	een the	CITY	OF <u>SUIS</u>	SUN CI	<u>TY</u> ,
a	Ci	ity M	<u>Iunicipa</u>	lity	_ herein ("C	ity") an	id <u>S</u>	H. Mech	anical Ir	nc. (he	rein		
"Coı	ntract	or").											

NOW, THEREFORE, the parties hereto agree as follows:

#### 1. SERVICES OF CONTRACTOR

- 1.1 <u>Scope of Services</u>. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the "Scope of Services" attached hereto as <u>Exhibit "A"</u> and incorporated herein by reference. Contractor warrants that all work and services shall be performed in professional and satisfactory manner.
- 1.2 <u>Compliance With Law.</u> All work and services rendered hereunder shall be provide in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.
- 1.3 <u>Licenses, Permits, Fees and Assessments</u>. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

## 2. COMPENSATION

- 2.1 <u>Contract Sum.</u> For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as <u>Exhibit "B"</u> and incorporated herein by this reference, but not exceeding the maximum contract amount of Seventy-Eight Thousand Dollars (\$78,000.00) ("Contract Sum").
- 2.2 <u>Method of Payment</u>. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid Monthly.

#### 3. COORDINATION OF WORK

3.1 <u>Representative of Contractor.</u> <u>Shannon Hacker</u> is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

- 3.2 <u>Contract Officer.</u> <u>Nouae Vue</u> is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City Manager of City shall have the right o designate another Contract Officer by providing written notice to Contractor.
- 3.3 <u>Prohibition Against Subcontracting or Assignment</u>. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.
- 3.4 <u>Independent Contractor</u>. Neither the /city nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor consistent with that role. Contractor shall not at any time or in any manner represent that it or nay of its agent or employees are agents or employees of City.

#### 4. INSURANCE AND INDEMNIFICATION

<u>Insurance</u>. The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

- (a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.
- (b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.
- (c) <u>Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent)</u>. A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance

maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

#### **CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]	
	Contractor Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the

requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

Indemnification. To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorney's fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorney's fees.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or

omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

## 1.2 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

#### 5. TERM

- 5.1 <u>Term.</u> Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until December 20, 2025.
- 5.2 <u>Termination Prior to Expiration of Term.</u> Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the City, Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contractor Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

#### 6. MISCELLANEOUS

- 6.1 <u>Covenant Against Discrimination</u>. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color creed, religion, sex, marital status, national origin, or ancestry.
- 6.2 <u>Non-liability of City Officers and Employees</u>. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of

any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

- 6.3 <u>Conflict of Interest.</u> No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
- 6.4 <u>Notice</u>. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer:

Nouae Vue, Public Works Director City of Suisun City 701 Civic Center Blvd. Suisun City, CA 94585 O: 707-421-7340, F: 707-429-3758

Email: nvue@suisun.com

and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

Shannon Hacker, Vice President SH Mechanical Inc. 231 - 233 Travis Court Suisun City, CA 94585 Ph: 707-287-7982

FII. 101-201-1902

Email: shacker@shmechanicalinc.com

- 6.5 <u>Interpretation</u>. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.
- 6.6 <u>Integration; Amendment</u>. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
- 6.7 <u>Severability</u>. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties

hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

- 6.8 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 6.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.
- Corporate Authority. The persons executing this Agreement on behalf of 6.10 the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

	CITY
	CITY OF Suisun City, a City Municipality
	Greg Folsom, City Manager
ATTEST	
Anita Skinner, City Clerk	
	CONTRACTOR
	S. H. Mechanical Inc.
	D.
	By:Name:

68

Its:	
Ву:	
Name: Its:	
[END OF SIGNATURES]	

## EXHIBIT "A"

## **SCOPE OF SERVICES**

See Attachment

#### CITY COUNCIL

Alma Hernandez, *Mayor* Princess Washington, *Mayor Pro Tem* Jenalee Dawson Amit Pal



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** 

## Request for Proposals (RFP) for Heating Ventilation/Air Conditioning (HVAC) Service and Maintenance

DATE: March 3, 2023

REQUEST FOR PROPOSALS: City Facilities HVAC Maintenance

OPENING DATE AND TIME: Wednesday, March 29, 2023

Interested Parties are invited to submit sealed proposals or PDF attachment emails in accordance with the requirements of the Request for Proposal contained herein.

Sealed proposals must be submitted to the Public Works Department at 701 Civic Center Boulevard or emailed to <a href="mailto:publicworks@suisun.com">publicworks@suisun.com</a>, as a PDF attachment, no later than 12:00 noon, [insert date]. Proposals will be opened in the Council Chambers located at Suisun City Hall, 701 Civic Center Boulevard, at which time respondents to this request will be publicly identified. Proposals received after the stated time will not be accepted. Proposal modifications will not be accepted by facsimile prior to opening. Due to the possibility of negotiations with any bidder that may be eligible for contract award, prices will not be divulged at time of opening.

A proposal <u>MUST</u> be signed by an official authorized to bind the bidder and must contain a statement to the effect that the proposal price is firm for a period of ninety days beginning [insert date].

Sealed proposals must be marked "Suisun City Facilities HVAC Maintenance".

This Solicitation does not commit Suisun City to award a contract, to pay any costs incurred in the preparation of proposals, or to procure or contract for the services solicited. The City has the right to reject any or all proposals, to waive any minor irregularities, to cancel in part or whole this solicitation if it is in the best interests of the City, and to award a contract that will be most advantageous for the City.

The City of Suisun City is an affirmative action and equal opportunity agency.

The City of Suisun City is accepting proposals for the service and maintenance of its HVAC equipment. Please provide a proposal for triennial service of all HVAC equipment at the following locations in Suisun City.

- 1. City Hall, 701 Civic Center Blvd.
- 2. Suisun Police Department, 701 Civic Center Blvd.
- 3. Nelson Community Center, 611 Village Drive
- 4. Fire Department, 621 Pintail Drive
- 5. Senior Center, 318 Merganser
- 6. Public Works Service Ctr., 4555 Peterson Road
- 7. Train Depot, 177 Main Street
- 8. Harbor Theater, 720 Main Street
- 9. Burdick Center, 1101 Charleston Street
- 10. Harbor Master Building, 800 Kellogg Street

To facilitate the process, a list of equipment is provided. See the attached schedule. The successful proposer will be required to verify the list of equipment prior to the execution of an agreement.

# Mandatory Pre-Bid Meeting will be on March 15, 2023 at 10:00 am and will start at the City Hall at 701 Civic Center Blvd.

Quarterly service shall include at least:

- 1. Check and set time clocks and thermostats.
- 2. Provide and replace filters with hi efficiency pleated filters.
- 3. Check and tighten belts. Provide and replace belts if worn.
- 4. Inspect all moving parts.
- 5. Check equipment general conditions and proper operation.
- 6. Check bearings. Lube, if needed.
- 7. Check coil condition.
- 8. Check and clean burners and pilots and adjust as necessary.
- 9. Check fluid levels. Add fluids as necessary.

Annual service shall include in addition to the items in the Quarterly Service and at least:

- 1. Coil, evaporator and condenser cleaning.
- 2. Temp rise and heat exchanger inspection by camera
- 3. Check contactors

It is the intent to award the contract for all locations. The City reserves the right to change or modify the scope of the work. For City budgeting purposes please provide the annual cost for the service requested itemized by location.

Indicate the prevailing wage hourly rate to be charged for all maintenance and/or repair work for charges for work over and above that included in the base contract (i.e., emergency repairs).

The award of the contract will be based on a combined consideration of the total anticipated annual cost for the service, and repairs and on the qualifications of the contractor.

Although there is a HVACs list enclosed, it is the reasonable for the contactor to verify the list for their bid.

Contractors will need to provide a job reference list. Contractor must have, at minimum, a C20, B, and C10 licenses.

After the contract has been awarded the contractor will need to provide proof of current license(s), obtain a Suisun City Business License and submit insurance certificate naming Suisun City as additionally insured.

# All proposals must be received by Wednesday, March 19, 2023, by 2:00 pm at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA 94585.

Please direct all questions or proposals to:

Gemma Geluz, Administrative Assistant II Public Works Department City of Suisun City 701 Civic Centers Blvd. City of Suisun City, CA 94585 (707) 421-7340

Email: ggeluz@suisun.com

1. Advertised March 3, 2023

2. Mandatory Pre-Bid Meeting Wednesday, March 15 at 10:00 AM

3. Deadline for Questions Tuesday, March 21, 2023, at 12:00 noon

4. Opening Date/Deadline for RFPs Wednesday, March 29, 2023, at 12:00 noon

Send Questions To: Gemma Geluz

**Public Works Department** 

Email: publicworks@suisun.com

\*\*Mail Proposals To: City of Suisun City

Public Works Department 701 Civic Center Blvd. Suisun City, CA 94585

Hand-Carry Proposals To: City of Suisun City

Public Works Department 701 Civic Center Blvd. Suisun City, CA 94585

Mark Envelopes: "Suisun City Facilities HVAC Maintenance"

\*\*Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt of their proposals by the City.

# PART I. REQUEST FOR PROPOSALS A. GENERAL INFORMATION AND CONDITIONS

- 1. Purpose: This Request for Proposal is issued so that Suisun City may receive proposals from interested parties for HVAC maintenance at [xx] locations. The city invites all interested and qualified vendors to submit a sealed, written proposal or emailed PDF for the item described in the Scope of Services.
- 2. Issuing Office: This RFP is issued for City of Suisun City Public Works Dept., 701 Civic Center Blvd., Suisun City, CA 94585. This issuing office is the sole point of contact for this RFP.
- 3. Nature of Service: The City anticipates, but does not guarantee, that the Nature of Services will remain as outlined in Part III. Negotiations may be required with the successful vendor if the requested services are altered.
- 4. Outside Discussions Prohibited: By submission of a response to the Request for Proposals, a vendor agrees that during the period following issuance of Request and prior to an award, vendor shall not discuss this procurement with other vendors or any outside party except staff officials of Suisun City.
- 5. Offeror Responsibility: Each offeror shall fully acquaint itself with conditions and restrictions attending the performance of the contract solicited. Offerors shall state a price that includes all costs reasonably expected to be incurred by Suisun City if proposal accepted. Offerors are fully responsible for any costs of proposal submissions.
- 6. Proposal Constitutes Offer: By submitting a proposal, the offeror agrees to be bound by all the terms and conditions set forth in this document. A proposal containing variations from the terms and conditions set forth herein may, in the sole discretion of the City, be declared not responsive. The requirements and conditions set forth in this document will become part of the successful offeror's contractual obligations upon award of the contract.
- 7. Approval of Suisun City Council: Award of this contract shall not become effective unless and until approved by the Council.
- 8. Preparation of Proposals: All proposals should be complete and clearly and carefully worded. Proposals must convey all the information requested by the Library. The use of advertising and promotional material is not desired. If a proposal contains less than the required information or if the proposal fails to conform to the essential requirements of the Request for

Proposals, the City, in its sole discretion, may declare the proposal, in whole or part, not responsive.

- 9. Inspection of Proposals/Confidential Information: Proposals shall be open for public inspection after contract award except that proprietary or confidential information in any proposal that is clearly marked "confidential" by the offering vendor shall not be disclosed without the written consent of the offering vendor.
- 10. Questions: Every effort has been made to insure that all information needed by offerors is included herein. If an offeror finds that he cannot complete a proposal without additional information, he must submit written questions to the office designated in the Key Event Dates section. No questions will be accepted by the City after the stated deadline. All questions and replies will be in writing and distributed to all offerors.
- 11. Proposals signed: All proposals must be signed by a representative of the company authorized to commit to the provisions of the proposal (Part II). Unsigned proposals will be rejected unless an authorized representative is present at the proposal opening and provides the needed signature.
- 12. Offeror Qualifications: In addition to the information required by this Request for Proposals, the apparent successful offeror must, upon request of the City, furnish any and all information requested by the City to determine offeror's ability to perform the contract.
- 13. Clarifications: The City reserves the right, at any time after opening and prior to award, to request from any offeror clarification regarding information contained in the offeror's proposal.
- 14. Award: Award will be made to the responsive offeror(s) whose proposal(s) is/are determined to be the most advantageous to the City, its employees, its users, and the taxpayers of City of Suisun City. The evaluation factors are set forth herein. Factors are included in Part I(C). Only the factors listed will be used to evaluate proposals. The City reserves the right to reject any or all proposals, in whole or part, to waive any minor irregularities, and to cancel in part or whole this solicitation if it is in the best interest of the City.

#### B. PROPOSAL REQUIREMENTS

Offeror must respond fully to each requirement stated below and indicate its compliance and understanding:

- 1. Offeror should state its understanding of the purpose described in this Request for Proposals.
- 2. Offeror must agree in its proposal that if it is the successful contractor, it will indemnify and hold the City harmless for claims and damages as required in this Request for Proposals, Part I, A, 16.
- 3. The offeror must state in its proposal three other business references where offeror has, within the past three years, supplied HVAC maintenance services materially similar to the ones being sought by this solicitation and to what extent it is similar. The offeror must also summarize in its proposal its work history and experience in performing contracts similar to the one solicited herein.
- 4. Offeror must state in its proposal the complete name of its company, its address, and its principal place of business. Indicate whether the business is operated by an individual, partnership, or corporation. If applicable, offeror must state in its proposal the name of any subordinate entity that will be performing any portion of the service.
- 5. The offeror must be the company doing the actual work. No sub-contracting is allowed.
- 6. Offeror must complete and sign the Certification of Cost.
- 7. Offeror must sign and have notarized the attached Affidavit of Non-collusion.
- 8. Offeror must sign and have notarized the attached Affidavit of Nondiscrimination.
- 9. Offeror must sign and complete the Cost Form.
- 10. Offeror must state in its proposal that it agrees to bill the City within 30 days (invoice to include PO numbers) for services rendered:

City of Suisun City 701 Civic Center Boulevard Suisun City, CA 94585

### C. EVALUATION CRITERIA

Proposals will be reviewed to determine compliance with all of the requirements of the Request for Proposals. Any proposal failing to meet all essential requirements of the RFP may be rejected.

Each proposal that meets all of the essential requirements of the RFP will be evaluated based on the criteria listed below in relative order of importance.

- 1. Cost. (35%)
- 2. Listed References of multi-campus companies for whom you have provided similar services to those listed in the scope of services. (35%)
- 3. Understanding of the scope and proposed action plan to accommodate all requested work. (25%)
- 4. Locality (5%)

## **PART II. ATTACHMENTS**

#### ATTACHMENT A

#### **CERTIFICATION OF COST**

The following certification must be submitted with the offer in the cost section:

I hereby certify that the price included in this proposal is accurate and binding for ninety days, beginning from the proposal due date and that all charges and estimates are, to the best of my knowledge, accurate and complete.

OFFEROR		
Firm Name:		
Address:		
City, State Zip		
Signature:		
F.E.I.N.		
OR		
SOCIAL SECURITY	NO.:	

Failure to furnish your F.E.I.N. or Social Security Number will result in the delay of contract.

#### ATTACHMENT B

#### AFFIDAVIT OF NON-COLLUSION

INSTRUCTIONS: Each offeror submitting a proposal must complete this Affidavit of Non-collusion. This sworn statement will be considered part of the offeror's proposal.

PROJECT NAME: Suisun City Facilities HVAC Maintenance

SOLICITATION DOCUMENTS DATED: March 3, 2023 OPENING DATE: Wednesday, March 29, 2023 at 2 pm

STATE OF

**COUNTY OF** 

Personally appeared before me , who being duly sworn, says that he is a member of the firm of , and that his firm, association, or corporation, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a proposal on the above-named project.

**OFFEROR** 

Firm Name

Signature

SWORN and subscribed to before me this day of , 20 (L.S.) Notary Public for My commission expires:

#### ATTACHMENT C

#### AFFIDAVIT OF NONDISCRIMINATION

Offeror certifies that, during the performance of all obligations under its contract with the Library, the offeror will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin; that it will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, national origin; that all solicitations or advertisements for employees placed by or on behalf of the offeror shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

Offeror

SWORN and subscribed to before me this day of , 20

(L.S.)

Notary Public for My commission expires:

#### ATTACHMENT D

#### **COST FORM**

(Offeror's Name) agrees to perform the services as outlined in this Request for Proposals for the following cost:

Please price each location individually for its contract price for 1 year. In addition please list the hourly labor rate that will be billed for any services outside of the scope of the contract.

## Annual Cost per Location:

LOCATION	COST
City Hall, 701 Civic Center Blvd.	\$
Suisun Police Department, 701 Civic Center Blvd.	\$
Suisun Fire Station, 621 Pintail Drive	\$
Nelson Community Center, 611 Village Drive	\$
Senior Center, 318 Merganser	\$
Public Works Service Ctr., 4555 Peterson Road	\$
Train Depot, 177 Main Street	\$
Harbor Theater, 720 Main Street	\$
Burdick Center, 1101 Charleston Street	\$
Harbor Master Building, 800 Kellogg Street	\$
Hourly Rate Cost per hour (services outside of scope)	\$ per hour
After-hours Cost per hour	\$ per hour

The cost above does _	does not	include Suisun	City Sales	Tax. If	Suisun City	Sales/Use
Tax is charged, it mus	t also be itemize	ed on all invoices.				

Offeror's / Authorized Signature

Date

#### PART III. SCOPE OF SERVICES

### Suisun City HVAC Maintenance

### Scope of Services

The City of Suisun City is seeking proposals for HVAC maintenance for 10 locations throughout the City. Contracted services should include 6 site visits per year for preventive maintenance services. These PM's should include filter changes at each visit along with belt replacement and coil cleanings as needed. Please also provide a list of all things to be inspected during a normal PM visit. These services should be included in the base contract price per location.

In addition to the base contract price please provide a trip charge price and an hourly rate for any standard hours service calls.

Provide in your response the after-hours trip charge and hourly rate if different from the standard hours rate. Include the times and days that standard rates and after-hours rates apply.

Please let us know if you have service plumbers and electricians on staff, and if so what their respective trip charges and hourly rates would be also, both standard and after-hours if applicable.

Attached to this solicitation is an Excel file that contains as current a list of all HVAC equipment at each location as we currently have. Addresses for each location are provided below, and while site visits to each facility are not required, they are highly recommended. We would like you to be familiar with all equipment locations, and any barriers to access that may be present.

The City would like all work that is possible to be completed during normal operating hours to be done so, but we do need the availability of the winning offeror to be able to work off hours when necessary to try to keep impact on customers and staff to a minimum (these off hours jobs would be scheduled beforehand).

On-call, 24-hour service availability is required of the contracted vendor.

Contractor must have, at minimum, a C20, B, and C10 licenses.

## EXHIBIT "B"

# SCHEDULE OF COMPENSATION

See Attachment

#### ATTACHMENT D

#### **COST FORM**

(Offeror's Name) agrees to perform the services as outlined in this Request for Proposals for the following cost:

Please price each location individually for its contract price for 1 year. In addition please list the hourly labor rate that will be billed for any services outside of the scope of the contract.

## Annual Cost per Location:

LOCATION	COST
City Hall, 701 Civic Center Blvd.	\$ 3990.00
Suisun Police Department, 701 Civic Center Blvd.	\$ 2280, €€
Suisun Fire Station, 621 Pintail Drive	\$ 1717,00
Nelson Community Center, 611 Village Drive	\$ 7980 °
Senior Center, 318 Merganser	S ZZ80 200
Public Works Service Ctr., 4555 Peterson Road	\$ 570, °C
Train Depot, 177 Main Street	\$ 574.00
Harbor Theater, 720 Main Street	\$ 3996 00
Burdick Center, 1101 Charleston Street	\$ 570,00
Harbor Master Building, 800 Kellogg Street	\$ 570,50
Hourly Rate Cost per hour (services outside of scope)	\$ 165,000 per hour
After-hours Cost per hour	\$ 250.00 per hour

The cost above does \_\_\_\_ does not \_\_\_ include Suisun City Sales Tax. If Suisun City Sales/Use Tax is charged, it must also be itemized on all invoices.

Offeror's / Authorized Signature

Date

05-10-23

#### **EXHIBIT "C"**

# PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 ET SEQ.

#### HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in <a href="Exhibit A">Exhibit A</a> shall constitute a legal day's work under this contract.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in <a href="Exhibit A">Exhibit A</a> is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subcontractors shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the services described in <a href="Exhibit A">Exhibit A</a> for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

#### WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in <a href="Exhibit A">Exhibit A</a> are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in <a href="Exhibit A">Exhibit A</a> shall pay no less than these rates to all persons engaged in performance of the services described in <a href="Exhibit A">Exhibit A</a>.
  - B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in <a href="Exhibit A">Exhibit A</a> shall comply Labor Code Section 1775, which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the services described in <a href="Exhibit A">Exhibit A</a> that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor

in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in <a href="Exhibit A">Exhibit A</a> is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

- 1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in <u>Exhibit A</u> shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
- 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.
- 3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.
- 4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in <a href="Exhibit A">Exhibit A</a> and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in <u>Exhibit A</u> shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in <u>Exhibit A</u>. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - 1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in <u>Exhibit A</u>, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in <a href="Exhibit A">Exhibit A</a> to employ for the services described in <a href="Exhibit A">Exhibit A</a> any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in <a href="Exhibit A">Exhibit A</a> to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

#### ATTACHMENT D

#### **COST FORM**

(Offeror's Name) agrees to perform the services as outlined in this Request for Proposals for the following cost:

Please price each location individually for its contract price for 1 year. In addition please list the hourly labor rate that will be billed for any services outside of the scope of the contract.

### Annual Cost per Location:

LOCATION	COST
City Hall, 701 Civic Center Blvd.	\$ 3990. <u>ao</u>
Suisun Police Department, 701 Civic Center Blvd.	\$ 2280. 00
Suisun Fire Station, 621 Pintail Drive	\$ 1717,00
Nelson Community Center, 611 Village Drive	8.7980 °C
Senior Center, 318 Merganser	\$ 2280 E
Public Works Service Ctr., 4555 Peterson Road	\$ 570.00
Train Depot, 177 Main Street	\$ 574.00
Harbor Theater, 720 Main Street	\$ 3996 00
Burdick Center, 1101 Charleston Street	\$ 570,00
Harbor Master Building, 800 Kellogg Street	\$ 570,500
Hourly Rate Cost per hour (services outside of scope)	\$ 165,000 per hour
After-hours Cost per hour	\$ 250.00 per hour

The cost above does \_\_\_\_ does not \_\_\_ include Suisun City Sales Tax. If Suisun City Sales/Use Tax is charged, it must also be itemized on all invoices.

Offeror's / Authorized Signature

Date

05-10-23

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution 2023-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Dryco Construction, Inc. for the 2023 Slurry Seal Project.

**FISCAL IMPACT:** There would be no impact to the General Fund from this item. The 2023 Slurry Seal Project (Project) will be 100% funded by Senate Bill 1 (SB1) allocations funds, currently totaling \$744,753.00 in this fiscal year.

**STRATEGIC PLAN:** Provide Good Governance, Ensure Public Safety, and Enhance the Environment.

**BACKGROUND:** The City of Suisun City is responsible for the maintenance of nearly 153 lane miles of roadway with over 13 million square feet of pavement. The goal of the Suisun City Pavement Management Program is to maintain the city's pavement in the best condition possible given the available funding. One roadway maintenance option is to perform preventive maintenance treatments as opposed to rehabilitation or reconstruction treatments on city streets that are in good condition.

Preventative maintenance projects are intended to extend the life of the pavement on streets and avoid costlier rehabilitation or reconstruction projects. Road reconstruction is only considered when preventive maintenance treatments are no longer feasible. The cost of reconstructing a street can exceed ten times the cost of performing a preventative maintenance treatment.

On February 15, 2022, the City Council approved Resolution 2022-19 approving the list of roadway projects for Fiscal Year 2022-23 to comply with the requirements of SB1 and staff submitted the adopted Resolution to the California Transportation Commission prior to July 1, 2022 to meet funding requirement. The list of projects includes a slurry seal project for the following street segments: 1) Main Street from the Train Depot to the southerly terminus of Main Street, 2) Catalina Circle, 3) Harbor Park Drive, 4) Breakwater Circle, 5) Catamaran Way, 6) Pepperwood Street, 7) Floyd Court, 8) Anderson Drive from Lawler Ranch Parkway to McCoy Creek, 9) Hoyt Court, 10) Lawler Ranch Parkway from Mayfield Way to Potrero Street, 11) Emperor Drive from Highway 12 to Pintail Drive, and 12) Capistrano Drive.

**STAFF REPORT:** The construction documents for the 2023 Slurry Seal Project were advertised in the Daily Republic newspaper on March 29, 2023, and again on April 5, 2023. The Project will slurry seal the above-listed street segments and will also include Rocky Point Cove, which is a short court off of the Harbor Park Drive. The Project scope will also include crack sealing, digout repairs, and striping.

Bids were opened on April 20, 2023, at 2:00 PM, at which time six (6) bids were received. Staff has reviewed the low bidder's proposal and bid documents. Staff has determined that the bid submitted by Dryco Construction, Inc. is the lowest responsive bid.

The six bids received for the Project are as follows:

Company	Base Bid
Engineer's Estimate	\$595,791.75
	Φ <b>5</b> 00 060 00
Dryco Construction, Inc.	\$599,969.88
VSS International	\$684,000.00
Graham Construction ,Inc.	\$698,036.46
Northwest Paving, Inc.	\$751,651.00
Pavement Coatings Co.	\$754,299.95
Doolittle Construction	\$797,797.00

Given that the construction budget is enough to cover the construction contract cost for the Project, staff recommends awarding the construction contract in the amount of \$599,969.88 to Dryco Construction, Inc., including a 15% contingency (\$89,995.48) for a maximum contract cost of \$689,965.36

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2023—: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Dryco Construction, Inc. for the 2023 Slurry Seal Project.

#### **DOCUMENTS ATTACHED:**

- 1. Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Dryco Construction, Inc. for the 2023 Slurry Seal Project.
- 2. Construction Contract for 2023 Slurry Seal Project
- 3. Project Location Map.

PREPARED BY:	Amanda Dum, Management Analyst II
REVIEWED BY:	Nouae Vue, Public Works Director
APPROVED BY:	Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 Resolution Authoriizing Construction Construction Dryco Construction for 2023 Slurry Seal Project.pdf
- 2 Construction Contract for 2023 Slurry Seal Project.pdf
- 3 Slurry Seal Location Map.pdf

1	RESOLUTION NO. 2023-
2	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION
3 4	CONRACT ON THE CITY'S BEHALF WITH DRYCO CONSTRUCTION, INC. FOR THE 2023 SLURRY SEAL PROJECT
5	<b>WHEREAS</b> , the City is responsible for the maintenance of nearly 153 lane miles of
6	roadway with over 13 million square feet of pavement; and
7 8	<b>WHEREAS</b> , on February 15, 2022, the City Council approved Resolution 2022-19 approving the list of Senate Bill 1 pavement resurfacing projects for Fiscal Year 2022-23; and
9	WHEREAS, on March 21, 2023, the City Council approved Resolution 2023-24
10	approving the list of Senate Bill 1 pavement resurfacing projects for Fiscal Year 2023-24; and
11	<b>WHEREAS</b> , the Senate Bill 1 list of projects for FY 2022-23 and FY 2023-24 includes slurry sealing the following streets: 1) Main Street from Train Depot to southerly terminus, 2)
12	Catalina Circle, 3) Harbor Park Drive, 4) Breakwater Circle, 5) Catamaran Way, 6) Pepperwood
13	Street, 7) Floyd Court, 8) Anderson Drive from Lawler Ranch Parkway to McCoy Creek, 9) Hoyt Court, 10) Lawler Ranch Parkway from Mayfield Way to Potrero Street, 11) Emperor
14	Drive from Highway 12 to Pintail Drive, and 12) Capistrano Drive; and
15 16	WHEREAS, the 2023 Slurry Seal Project (Project) will slurry seal the above-listed streets, including Rocky Point Cove, which is a short court off of the above-listed Harbor Park
	Drive; and
17 18	<b>WHEREAS</b> , the construction documents for the Project were advertised on March 29, 2023 and again on April 5, 2023 in the Daily Republic newspaper; and
19	<b>WHEREAS</b> , six (6) sealed bid proposals were received by the City on April 20, 2023,
20	by 2:00 pm, and the bids were opened and read aloud; and
	WHEREAS, Dryco Construction, Inc. provided the lowest responsive bid of
21	\$599,969.88 for the 2023 Slurry Seal Project (Project).
22	NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of
23	Suisun City authorizes the City Manager to enter into a construction contract on behalf of the
24	City with Dryco Construction, Inc. for the 2023 Slurry Seal Project in the amount of \$599,969.88, including a 15% contingency (\$89,995.48) for a total construction cost of
25	\$689,965.36, and to take any and all necessary and appropriate actions to implement this
26	contract.
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1			
2	PASSI Suisun City du	E <b>D AND ADOPTED</b> at a ally held on Monday, the 23 <sup>rd</sup>	Regular Meeting of the City Council of the City of of May 2023, by the following vote:
3			σ ο ο ο ο ο ο ο ο ο ο ο ο ο ο ο ο ο ο ο
4	AYES: NOES:	C '1 1	
5	ABSENT:	Councilmembers:	
6	ABSTAIN: WITN	Councilmembers:  [FSS] my hand and the seal of	f the City of Suisun City this 23 <sup>rd</sup> of May 2023.
7	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	LIBS my mand and the sear o	The City of Buisdin City this 25 of May 2025.
8			Anita Skinner
9			City Clerk
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Resolution No. 2020-Adopted August 10, 2020 Page 2 of 2

#### AGREEMENT

THIS AGREEMENT, made a	and entered into	this	day	y of	, 2	2023, by and
between the City of Suisun (	City, California,	hereinafter	called "	City", and_		
hereinafter called "Contractor"	'. ·					

WITNESSETH: That the parties hereto do mutually agree as follows:

#### **ARTICLE I**

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City said Contractor agrees with said City to perform, and complete in a workmanlike manner all work required under the City's Drawings and Specifications entitled:

# 2023 Slurry Seal Project

in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications.

#### **ARTICLE II**

For furnishing all said labor, materials, equipment, tools and services, furnishing and resurfacing the streets, and doing everything required by this Agreement and the said Specifications; also, for all losses and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Drawings and Specifications as directed by the Engineer, said City will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

#### **ARTICLE III**

The City hereby employs said Contractor to perform the work according to the terms of this Agreement for price(s) named in the Proposal, and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

#### **ARTICLE IV**

The Notice to Contractors, Special Notice, Special Provisions Book, Bidder's Book including the Proposal, and Information Required of Bidder, along with the Contract Documents and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

By	
(City Manager)	
	(SEAL)
(City Clerk)	
CONTRACTOR	
(Contractor)	
By	
(Signature)	

CITY OF SUISUN CITY, CALIFORNIA

- LOC 6 - EMPEROR DR LOC XX SLURRY SEAL LOCATIONS LEGEND LOC 3 - CAPISTRANO DR LOC 10 - LAWLER RANCH PKWY LOC 9-HOYT CT - LOC 4 - CATALINA CIR - LOC 13 - ROCKY POINT COVE LOC 1 - ANDERSON DR LOC 7 - FLOYD CT -PINTAIL DR 3A - LOC 8 - HARBOR PARK DR - LOC 2 - BREAKWATER CIR SUNSET AVE LOC 5 - CATAMARAN WAY - LOC 11 - MAIN ST LOC 12 - PEPPERWOOD ST # 0 100 100 100

Slurry Seal Project Location Map

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#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2023-\_\_\_\_\_: A Resolution of the City Council of the City of Suisun City Accepting the Annual Comprehensive Financial Report (ACFR), the Report of Federal Awards in Accordance with OMB Circular A-133, and the Measure S General Transactions and Use Tax Audit for Fiscal Year 2021-2022.

**FISCAL IMPACT:** There would be no fiscal impact associated with the acceptance of the proposed Resolution.

**STRATEGIC PLAN:** Provide Good Governance, Section 4.1 – Review and update required planning and financial documents as needed for transparency.

**BACKGROUND:** The City is required to undergo an independent audit in compliance with California Government Code Sections 25250 and 25253. The Finance Department prepared the ACFR in conformance with the principles and standards for financial reporting set forth by the Government Accounting Standards Board (GASB). The City is also mandated to have an independent, annual single audit in conformity with the provisions of the Single Audit Act of 1996 and the U.S. Office of Management and Budget Circular A-133 Compliance Supplement. The annual audit is performed for every fiscal year. Selection of auditor goes through an RFP (Request for Proposal) process. The City awarded the audit services contract to Chavan and Associates, LLP in 2021 for fiscal year 2021-22, 2022-23 and 2023-24.

#### **STAFF REPORT:**

Chavan & Associates, LLP (C&A), an external auditing firm, has completed its fieldwork and has provided the City with the necessary adjustments to the general ledger. The Annual Comprehensive Financial Report (ACFR) (Attachment 2) summarizes the results of operations of all Funds for the Fiscal Year ending June 30, 2022. C&A has determined that the City has a clean audit report.

The Government Accounting Standards Board (GASB) issues number of statements to set forth any changes in reporting requirements. GASB Statement Number 34 (GASB 34) required numerous changes to the presentation of the ACFR. With this ACFR, the City has fully implemented GASB 34. With this implementation, the financial report contains two statements: the Government-Wide Financial Statements and the Fund Financial Statements.

The Government-Wide Financial Statements are designed to provide readers with a broad overview of the City's finances. As of June 30, 2022, the City's assets were \$181.3 million, its deferred outflow of resources was \$5.7 million, liabilities were \$28.9 million, deferred inflow of resources was \$11.0 million and its net position was \$147.1 million, as illustrated on ACFR page 40-41.

GASB 68 requires changes in how the City reports its long-term pension obligations beginning in FY 2014-15. The new accounting standards provide additional transparency on long-term pension obligations in annual financial reports. Net pension liabilities are reported on the City-wide balance sheet, providing citizens and others a clearer picture of the size and nature of the financial obligations owed to current and former employees for pension benefits. GASB 68 requires governments providing

defined benefit pensions to recognize their long-term obligation for pension benefits as a liability. Previously, the City, like most California cities, had only reported the Annual Required Contribution (ARC) to the pension plan in its financial reports. Now, the Net Pension Liability must be recorded in the balance sheet.

As a long-term obligation, the Net Pension Liability is not recorded in the modified accrual basis financial statements for governmental funds. The liability impact is limited to the Government-Wide Financial Statements and does not impact the modified accrual current resources focus of the General Fund, other governmental funds, or the budget-to-actual comparison. Therefore, the General Fund, the Housing Authority Fund and other governmental funds will not contain this liability; their liability is reported in the Government-Wide Financial Statements.

The accounting valuation for financial reporting actuarial study determines the total liability of the pension plan. To determine the Net Pension Liability, the City contracted with CalPERS (California Public Employees Retirement System) to prepare GASB 68 Accounting Valuation Reports for all five of the City's retirement plans. As of June 30, 2022, the City's reported net pension liability for its proportionate shares of the net pension liability of each Plan are as follows:

	Proportionate Share of Net Pension
	Liability/(Asset)
Miscellaneous	\$ 5,353,033
Safety	\$ <u>6,911,701</u>
Total Net Pension Liability	\$12,264,734

Detailed information on the pension plan can be found on ACFR Note 9, pages 89-94.

In June 2015, GASB released new accounting standards for postretirement benefit programs, GASB 74 and GASB 75. In August 2018, the City released a request for proposal for actuarial valuation of retiree health insurance as of June 30, 2018. The City selected Dempsey, Filliger & Associates, LLC (DFA) to perform the actuarial report on an annual basis.

As of June 30, 2022, the City's reported Other Post Employment Benefit (OPEB) is \$3,010,150.

The City has not adopted an irrevocable trust for the pre-funding of retiree healthcare benefits. The City operates in a Pay-As-You-Go Plan and contributes \$140 per month on behalf of all eligible retirees and surviving spouses, who are responsible for the premium costs of their selected health plan.

Detailed information on OPEB plan can be found on ACFR Note 10, page 87-90.

The Fund Financial Statements focus on short-term inflows and outflows of spendable resources and the remaining year-end balances available for spending. This information is useful in evaluating the City's near-term financing requirements.

As shown on ACFR pages 47, the General Fund balance as of June 30, 2022, is \$10,186,831. The net change in fund balance is an increase of \$2,693,545 A summary of the variances is presented on the table below:

Fiscal Year 2021-22 General Fund – Revenues and Expenditures

	Final Adopted Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
Taxes-Property	2,448,797	2,903,119	454,322
Taxes-Transient Occupancy	698,000	631,407	(66,593)
Sales Tax	3,293,702	3,176,423	(117,279)
Sales & Use Tax (Measure S)	3,550,648	3,725,188	174,540
License & Permits	1,377,900	1,772,524	394,624
Fines & Forfeitures	423,500	242,734	(180,766)
Intergovernmental Revenues	3,331,539	3,069,779	(261,760)
Charges for Services	3,389,694	3.489,653	99,959
Investment Earnings	54,500	(401,739)	(456,239)
Other Revenues	<u>117,800</u>	<u>182,915</u>	65,115
<b>Total Revenues</b>	18,686,080	18,792,003	105,923
Total Expenditures	21,362,144	18,606,329	2,755,815
Other Financing Sources/(Uses)	2,268,539	<u>2,507,871</u>	239,332
Net Change in Fund Balance	(407,525)	2,693,545	3,101,070
Fund Balance Beginning, July 1 2021	7,493,286	7,493,286	-
Fund Balance Ending, June 30 2022	7,085,761	10,186,831	

For FY 2021-22, overall General Fund revenue was higher compared to the budget by \$105,923. The modest net positive revenue variance is a result of higher Property Tax, Sales & Use Tax, License and Permits and Charges for Services. The negative investment earnings were mainly the result of a decrease in interest income which was caused by declines in the fair market value of pooled cash and investments. Unrealized losses reflect market values at a point in time and will vary day-to-day. However, losses are only monetized, or "realized," when a security is sold. If fixed-income investments

are held to maturity, unrealized losses dissipate, and the full principal is returned at maturity.

The General Fund actual expenditures were lower by \$2,755,815 from the budget excluding emergency reserves. Almost all Departments ended with lower expenditures compared to the budget. Most of the unexpended budget came from public safety due to delay in hiring the budgeted positions. Measure S funded projects such as Fire Station Remodel & Clean California Grant funding match have been rescheduled. The detailed comparison of the budget to actual can be found on ACFR page 102.

In terms of Other Financing Sources and Uses, most of the transfers in and out of the general fund are related to landscape and lighting districts spending. One major transfer in comes from the American Rescue Plan Act (ARPA) funding, a one-time source of revenue to cover for revenue loss incurred during the pandemic.

The Statement of Revenues, Expenditures and Changes in Fund Balance for the City's major funds are illustrated, starting on ACFR page 47. Individual financial statements for the City Funds are available at the beginning of ACFR page 116. The former Redevelopment Agency financial information is now classified as a Private Trust Fund; statements can be found on ACFR pages 56-57 along with Custodial Funds.

The following sections of the ACFR can be found on the following pages:

- Independent Auditor's Report Page 17-19
- Management's Discussion and Analysis Page 22-35
- Notes to Financial Statements Page 61-98
- Custodial (Fiduciary) Funds Statements Page 190-197
- Statistical Section Page 203-221

#### SINGLE AUDIT REPORT-REPORT ON FEDERAL GRANT AWARDS AUDIT REPORT

Referring to attachment no. 3 - a copy of the Report on Federal Awards in Accordance with federal Office of Management and Budget (OMB) Circular A-133 for FY 2021-22. The report analyzes the City and Housing Authority compliance with OMB Circular A-133 regarding federally funded programs, including police grants, street improvement grants, capital improvement grants, and Section 8 housing grants.

The single audit reported no findings.

Additional information is available upon request to the Accounting Department.

# MEASURE S GENERAL TRANSACTIONS AND USE TAX AUDIT REPORT (ORDINANCE NO. 742)

Referring to attachment no. 4 is a copy of the Measure S General Transactions and Use Tax Audit for FY 2021-22. The statement represents the revenues and expenditures for the Measure S General Transactions and use tax under Ordinance No. 742 of City of Suisun City (the "City") for the year ended June 30, 2022. The report was submitted and accepted by the General Tax Oversight (Measure S) Committee on February 10, 2023.

#### STAFF RECOMMENDATION:

It is recommended that the City Council review and adopt Resolution No. 2023-\_\_\_\_\_: A Resolution of the City Council of the City of Suisun City Accepting the Annual Comprehensive Financial Report (ACFR), the Report of Federal Awards in Accordance with OMB Circular A-133, and the Measure S General Transactions and Use Tax Audit for Fiscal Year 2021-2022.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_\_\_: Accepting the Annual Comprehensive Financial Report (ACFR), the Report on Federal Awards in Accordance with OMB Circular A-133, and the Measure S General Transactions and Use Tax Audit for fiscal year 2021-2022.
- 2. Annual Comprehensive Financial Report (ACFR) for FY 2021-22\* (Due to size the attachment is available online at: https://www.suisun.com/files/sharedassets/suisuncity/departments/finance-department/documents/financial-statements/2022-acfr.pdf)
- 3. Single Audit Report-Report on Federal Awards in Accordance with federal Office of Management and Budget (OMB) Circular A-133 for FY 2021-22
- 4. Measure S General Transactions and Use Tax Audit (Ordinance No. 742)

PREPARED BY: Elizabeth Luna, Accounting Services Manager REVIEWED BY: Lakhwinder Deol, Finance Director APPROVED BY: Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 Resolution Accepting the ACFR Federal Awards and Measure S FY 2021-22.pdf
- 3 Single Audit Report on Federal Awards in Accordance with OMB Circular A-133 FY 2021-2022.pdf
- 4 Measure S General Transactions and use Tax Audit Report.pdf

#### **RESOLUTION NO. 2023-**1 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR), 3 THE REPORT ON FEDERAL AWARDS IN ACCORDANCE WITH 4 OMB CIRCULAR A-133, AND THE MEASURE S GENERAL TRANSACTIONS AND USE TAX AUDIT FOR FISCAL YEAR 2021-2022. 5 WHEREAS, the City of Suisun City endeavors to manage its financial affairs in a 6 prudent and professional manner, consistent with Generally Accepted Accounting Practices; 7 and 8 WHEREAS, an annual audit conducted by outside auditors is an essential method to ensure we meet this goal of fiscal prudence; and 9 10 WHEREAS, the accounting firm of Chavan & Associates, LLP (C&A) conducted the audit and concluded that the City's financial statements "present fairly in all material respects 11 the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Suisun City, California, as of June 30, 12 2022"; and 13 WHEREAS, the City of Suisun City's Annual Comprehensive Financial Report 14 (ACFR), the Report on Federal Awards in Accordance with OMB Circular A-133, and the Measure S General Transactions and Use Tax Audit for fiscal year 2021-2022, was presented to 15 the City Council for its review and acceptance. 16 NOW, THEREFORE, BE IT RESOLVED that the City Council of Suisun City 17 hereby accepts the Annual Comprehensive Financial Report (ACFR), the Report on Federal Awards in Accordance with OMB Circular A-133 and the Measure S General Transactions 18 and Use Tax Audit for fiscal year 2021-2022. 19 **PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of 20

Suisun City held on Tuesday the 23rd day of May 2023 by the following vote:

NOES: ABSENT: ABSTAIN:	Councilmembers: Councilmembers:	
	-	of said City this 23rd day of May 2023.

Councilmembers:

Anita Skinner

City Clerk

27

21

22

23

24

25

26

**AYES:** 

28

# CITY OF SUISUN CITY CALIFORNIA

SINGLE AUDIT REPORT

FOR THE FISCAL YEAR ENDED JUNE 30, 2022



# Chavan & Associates, LLP Certified Public Accountants 15105 Concord Circle, Ste 130 Morgan Hill, CA 95037

# CITY OF SUISUN CITY CALIFORNIA

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# INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Members of the City Council of the City of Suisun City City of Suisun City, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the City of Suisun City (the "City") as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 23, 2023.

#### **Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

#### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not



express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Morgan Hill, California March 23, 2023

CSA UP



# INDEPENDENT AUDITORS REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE, AND REPORT ON THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and Members of the City Council of the City of Suisun City City of Suisun City, California

#### Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Suisun City (the City)'s compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2022. The City's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

#### Basis for Opinion on Each Major federal programs

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal programs. Our audit does not provide a legal determination of the City 's compliance with the compliance requirements referred to above.

#### Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the City's federal programs.



#### **Auditor's Responsibilities for the Audit of Compliance**

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal programs.

In performing an audit in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design
  and perform audit procedures responsive to those risks. Such procedures include examining, on
  a test basis, evidence regarding the City's compliance with the compliance requirements referred
  to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in
  order to design audit procedures that are appropriate in the circumstances and to test and report
  on internal control over compliance in accordance with the Uniform Guidance, but not for the
  purpose of expressing an opinion on the effectiveness of the City's internal control over
  compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### **Report on Internal Control over Compliance**

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.



Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

#### Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of City as of and for the year ended June 30, 2022, and have issued our report thereon dated March 23, 2023, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

March 23, 2023

Morgan Hill, California

CSA UP

# **CITY OF SUISUN CITY, CALIFORNIA** SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE FISCAL YEAR ENDED JUNE 30, 2022

Federal Grantor/Pass-Through Grantor/Program Title	Federal Catalog Number (CFDA)	Pass Through Number	Federal Expenditures
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT Section 8 Housing Choice Vouchers Community Development Block Grant	14.871 14.228	N/A N/A	\$ 2,459,912 39,900
Total U.S. Department of Housing and Urban Development		IVA	2,499,812
U.S. DEPARTMENT OF TRANSPORTATION  Passed Through California Department of Transportation: Highway Planning and Construction Railroad Avenue Overlay(Pavement) RRFB Project - Rectangular Rapid Flashing Beacon Passed Through California Office of Traffic Safety Traffic Records Improvement Project Total U.S. Department of Transportation	20.205 20.205 20.616	CML 5032 (034) HSIPL 5032 (033) SC14421	485,892 207,134 5,900 698,926
U.S. DEPARTMENT OF TREASURY  Pass-through program from the State of California  Coronavirus State and Local Fscal Recovery Funds  Total U.S. Department of Treasury	21.027 (1)	N/A	2,470,160 2,470,160
TOTAL EXPENDITURES OF FEDERAL AWARDS			\$ 5,668,898

Audited as major program

Note: There were no federal grants passed through to subrecipients

#### CITY OF SUISUN CITY, CALIFORNIA

# NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE FISCAL YEAR ENDED JUNE 30, 2022

#### **Note 1. Basis of Presentation**

The accompanying schedule of expenditures of federal awards (the schedule) includes the federal grant activity of the City of Suisun City (the City) under programs of the federal government for the year ended June 30, 2022. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City and some amounts in this schedule may differ from amounts presented in the City's financial statements.

#### Note 2. Summary of Significant Accounting Policies

Expenditures reported on the schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. The City has elected not to use the 10 percent deminimus indirect cost rate as allowed under Uniform Guidance.

#### Note 3. Relationship to the Basic Financial Statements

The amounts reported in the accompanying schedule agree, in all material respects, to amounts reported within the City's financial statements. Federal award revenues are reported principally in the City's financial statements as intergovernmental revenues.

#### **Note 4. Relationship to Federal Financial Reports**

Amounts reported in the accompanying schedule agree or can be reconciled with the amounts reported or to be reported in the federal financial reports.

#### Note 5. Pass-Through Entities' Identifying Number

When federal awards were received from a pass-through entity, the Schedule of Expenditures of Federal Awards shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the City has determined that no identifying number is assigned for the program, or the City was unable to obtain an identifying number from the pass-through entity.

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# CITY OF SUISUN CITY, CALIFORNIA SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE FISCAL YEAR ENDED JUNE 30, 2022

# Section I - Summary of Auditor's Results

### **Financial Statements**

Type of auditor's rep	ort issued	Unmodified
Internal control over	financial reporting:	
Material weakne		Yes x No
Significant defic	iencies identified not	
considered	to be material weaknesses?	Yes x None Reported
Non-compliance mate	erial to financial statements noted?	Yes <u>x</u> No
Federal Awards		
Internal control over	major programs:	
Material weakne	esses?	Yes <u>x</u> No
Significant defic	iencies identified not	
considered	to be material weaknesses?	Yesx None Reported
Type of auditor's rep	ort issued on compliance over major programs	Unmodified
Any audit findings dis	sclosed that are required to be reported in	
accordance with	2 CFR 200.516(a)	YesxNo
Identification of Majo	or Programs:	
CFDA Numbers	Name of Federal Program	
21.027	Coronavirus State and Local Fscal Recove	ry Funds
Dollar threshold used	to distinguish between	
type A and type	B programs:	\$ 750,000
Auditee qualified as l	ow risk auditee?	x Yes No

# CITY OF SUISUN CITY, CALIFORNIA

# SCHEDULE OF FINDINGS AND QUESTIONED COSTS FOR THE FISCAL YEAR ENDED JUNE 30, 2022

# **Section II - Financial Statement Findings**

No findings noted.

**Section III - Federal Award Findings and Questioned Costs** 

No findings noted.

# CITY OF SUISUN CITY, CALIFORNIA

# SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS FOR THE FISCAL YEAR ENDED JUNE 30, 2022

# **Section II - Financial Statement Findings**

No findings noted.

**Section III - Federal Award Findings and Questioned Costs** 

No findings noted.

# CITY OF SUISUN CITY CALIFORNIA

MEASURE S
GENERAL TRANSACTIONS AND
USE TAX AUDIT
(ORDINANCE NO. 742)

For the Year Ended June 30, 2022

\* \* \*



### Chavan & Associates, LLP

Certified Public Accountants 15105 Concord Circle, Suite 130 Morgan Hill, CA 95037

# CITY OF SUISUN CITY CALIFORNIA

# MEASURE S GENERAL TRANSACTION AND USE TAX ORDINANCE No. 742

# FOR THE FISCAL YEAR ENDED JUNE 30, 2022

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#### INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council of the City of Suisun City City of Suisun City, California

#### **Report on the Financial Statements**

#### **Opinions**

We have audited the accompanying Measure S statement of revenues and expenditures of the City of Suisun City's (the "City"), as of and for the year ended June 30, 2022, and the related notes to the financial statement, which comprises the Measure S statement of revenues and expenditures for the City.

In our opinion, the Measure S financial statement referred to above presents fairly, in all material respects, the statement of revenues and expenditures of the City of Suisun City's Measure S, as of June 30, 2022, in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### **Other Information**

The accompanying statement was prepared to present the revenues and expenditures pursuant to Measure S and Ordinance No. 742 as described in the Notes and is not intended to be a complete presentation of the City's revenues and expenditures. It does not purport to, and does not, fairly present the financial statements of the City as of June 30, 2022, and its changes in financial position for the year then ended, in conformity with accounting principles generally accepted in the United States of America.



#### Responsibilities of Management for the Financial Statements

City management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit
  procedures that are appropriate in the circumstances, but not for the purpose of expressing
  an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion
  is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.



We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control—related matters that we identified during the audit.

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 25, 2023, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

January 25, 2023

Morgan Hill, California

CSA UP

# CITY OF SUISUN CITY CALIFORNIA

### MEASURE S GENERAL TRANSACTIONS AND USE TAX ORDINANCE NO. 742

# STATEMENT OF REVENUES AND EXPENDITURES FOR THE FISCAL YEAR ENDED JUNE 30, 2022

	Original Budget	Final Budget	Actual	Fina	ance with l Budget e/(Negative)
REVENUES					
Sales & Use Tax	\$ 2,988,100	\$ 3,550,648	\$ 3,725,188	\$	174,540
Net Investment Income (Loss)	5,000	5,000	(11,169)	-	(16,169)
Total Revenues	2,993,100	3,555,648	3,714,019		158,371
EXPENDITURES					
Ongoing Expenditures:					
Police Department					
Police General Operation	1,577,171	1,577,171	1,577,171		-
Police Officer	-	120,116	120,116		-
Dispatcher	-	80,000	80,000		-
Community Services Officer	_	80,000	80,000		-
Total Ongoing Police Department Expenditures	1,577,171	1,857,287	1,857,287		-
Fire Department					
Fire General Operation	1,301,447	1,301,447	1,301,447		-
Fire Marshall	_	85,000	85,000		-
Fire Division Chief	_	436,000	436,000		-
Total Ongoing Fire Department Expenditures	1,301,447	1,822,447	1,822,447		-
City Manager's Office					
Admin Assistant	80,000	80,000	80,000		_
Bldg & Public Works	,	,	,		
Maint Worker I/II-I	99,843	99,843	99,843		_
Rec Supervisor					
Rec Supervisor	76,400	76,400	76,400		-
Total Ongoing Expenditures	3,134,861	3,935,977	3,935,977		-
Capital Projects					
Fire Tablet Command	_	32,500	_		32,500
Fire Cradle-point	_	32,401	_		32,401
Fire Type 5- Vehicle	_	480,000	421,191		58,809
Fire Bathroom Remodel	_	165,000	-		165,000
SR12 Clean CA Grant	_	215,000	_		215,000
Public Safety Communication System	324,657	324,657	298,991		25,666
Street Repair Program	_	-	10,300		(10,300)
Business Mgmt-Phase 1	50,000	50,000	44,603		5,397
TotaL Capital Projects	374,657	1,299,558	775,085		524,473
Total Expenditures	3,509,518	5,235,535	4,711,062		524,473
Excess (Deficiency) of Revenues over Expenditures	(516,418)	(1,679,887)	(997,043)		682,844
Measure S Balance Beginning	516,418	1,679,887	1,679,887		-
Measure S Balance Ending	\$ -	\$ -	\$ 682,844	\$	682,844

The notes to the financial statement are an integral part of this statement.

#### CITY OF SUISUN CITY CALIFORNIA

MEASURE S GENERAL TRANSACTIONS AND USE TAX
ORDINANCE NO. 742

NOTES TO THE FINANCIAL STATEMENT FOR THE FISCAL YEAR ENDED JUNE 30, 2022

#### 1. Description of Reporting Entity

The statement represents the revenues and expenditures for the Measure S General Transactions and use tax under Ordinance No. 742 of City of Suisun City (the "City") for the year ended June 30, 2022. The accompanying statement of revenues and expenditures presents only the activities from the expenditure of Measure S taxes is not intended to present the financial position and result of operation of the City in conformity with accounting principles generally accepted in the United States of America.

#### 2. Description of Measure S

Measure S is a 1% local tax applied to gross receipts of any retailer within the city and collected similarly to sales and use tax. It was passed by a majority of the voters in November of 2016 through City Ordinance No. 742.

#### 3. Statement of Grant Revenues and Expenditures

The statement of revenues and expenditures presents the eligible costs charged to Measure S by the City and the revenues received from general transactions and use tax from the sale of tangible personal property at retail within the City.

#### 4. Basis of Accounting

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the statement. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. The City used the modified accrual basis of accounting. Revenues are recognized when collection of the amounts can be reasonably estimated to be received in the near future, typically 60 days after year end. Expenditures are generally recognized in the period in which goods and services are received or a liability is incurred.

#### 5. Budgeting

Annual budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America. All annual appropriations lapse at fiscal year-end. The City submits requests for appropriations to the City Manager so that a budget may be prepared. The proposed budget is presented to the City Council for review. The Council holds public hearings and adopts a final budget.

The appropriated budget is prepared by fund, function, and department. The City Manager may make transfers of appropriations within a department. Transfers of appropriations between funds require the approval of the City Council. The legal level of budgetary control is the fund level.



### INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Honorable Mayor and Members of the City Council of the City of Suisun City City of Suisun City, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the Measure S statement of revenues and expenditures of the City of Suisun City (the "City") as of and for the year ended June 30, 2022, and the related notes to the Measure S financial statement, which comprises City's Measure S statement of revenues and expenditures, and have issued our report thereon dated January 25, 2023.

#### **Internal Control over Financial Reporting**

In planning and performing our audit of the Measure S financial statement, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the Measure S financial statement, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's Measure S financial statement will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Measure S financial statement is free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, including the applicable statutes, rules and regulations of Measure S and City Ordinance No. 742, noncompliance with which could have a direct and material effect on the determination of Measure S financial statement amounts. Unless otherwise noted our separate compliance opinion related to Measure S, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

January 25, 2023

Morgan Hill, California

C&A UP



### INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO MEASURE S GENERAL TRANSACTIONS AND USE TAX IN ACCORDANCE WITH CITY ORDINANCE NO. 742

To the Honorable Mayor and Members of the City Council of the City of Suisun City City of Suisun City, California

#### **Report in Compliance**

We have audited the City of Suisun City's (the City) compliance of the Measure S revenues and expenditures with the types of compliance requirements described in Measure S General Transactions and Use Tax and Ordinance No. 742, as of and for the fiscal year ended June 30, 2022.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the Measure S revenues and expenditures for the fiscal year ended June 30, 2022.

#### **Basis for Opinion**

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Suisun City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on Measure S compliance. Our audit does not provide a legal determination of City of Suisun City's compliance with the compliance requirements referred to above.

#### Management's Responsibility

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to Measure S.



#### Auditor's Responsibility

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Suisun City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about City of Suisun City's compliance with the requirements of Measure S.

In performing an audit in accordance with GAAS, Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and
  design and perform audit procedures responsive to those risks. Such procedures include
  examining, on a test basis, evidence regarding City of Suisun City's compliance with the
  compliance requirements referred to above and performing such other procedures as we
  considered necessary in the circumstances.
- Obtain an understanding of City of Suisun City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test, but not for the purpose of expressing an opinion on the effectiveness of City of Suisun City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### **Report on Internal Control over Compliance**

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.



A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

This report is intended solely for the information and use of City Council and management and is not intended to be and should not be used by anyone other than these specified parties.

January 25, 2023

Morgan Hill, California

C&A WP

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2023-\_\_: Authorizing the City Manager to execute a twenty year lease agreement with the State of California State Lands Commission for the continued operation, general use, and maintenance of the Suisun City Marina.

**FISCAL IMPACT:** The marina lease has an annual base rent of \$10,475, subject to annual adjustments based on the Consumer Price Index (CPI). This represents a decrease from the previous lease, which had a financial impact of \$13,830 annually. The previous lease had a complex fee structure that included 6% of gross income from berthing rent, 10% of gross income from all other sources, and a fee of \$0.015 per gallon of fuel sold. As a result, the annual impact to the general fund will be reduced.

STRATEGIC PLAN: Provide Good Governance.

**BACKGROUND:** The City of Suisun City Redevelopment Agency entered into a 30 year lease agreement with the State of California State Lands Commission on May 5, 1992 for the demolition of the existing operating berths and construction of an open-berth commercial marina, with fuel dock, sewage pump out station, promenade, and maintenance dredging. On April 28, 1993, the lease was amended for the construction and maintenance of an accommodation dock and shoreline protection. The lease was amended again February 27, 1998, June 18, 2002, and December 14, 2006 to revisit rent payment amounts and due dates. Since the dissolution of the Redevelopment Agency the City of Suisun Successor Agency acquired the lease encumbrance.

**STAFF REPORT:** On February 28, 2023 the State of California State Lands Commission approved the issuance and renewal of the general lease. This lease authorizes the continued use, maintenance, and operation of an existing commercial marina, known as the Suisun City Marina, consisting of a portion of 150 uncovered berths, an accommodation dock, promenade, bank protection, and maintenance dredging previously authorized; and use, maintenance, and operation of 10 uncovered berths and a walkway not previously authorized.

The general lease include the following terms and conditions:

Lease Term: 20 years; beginning February 28, 2023; ending February 27, 2043, unless sooner terminated as provided under this Lease.

Annual Base Rent: The lessee will be required to pay an annual base rent of \$10,475, with an annual Consumer Price Index adjustment and the State reserving the right to fix a different rent periodically during the lease term.

Compensation for Unauthorized Use: Lessee shall pay \$8,667 to Lessor within 60 days of the beginning date of the lease for the unauthorized occupation of state-owned land for the period from May 1, 2022 to February 27, 2023.

Staff recommends approval of the renewal of the general marina lease for commercial use. The lease

will ensure the continued operation, use, and dredging rights for the marina, which provides an important recreational resource to the local community.

**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2023—: Authorizing the City Manager to execute a twenty-year lease agreement with the State of California State Lands Commission for the continued operation, general use, and maintenance of the Suisun City Marina.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_\_: Authorizing the City Manager to execute a twenty-year lease agreement with the State of California State Lands Commission for the continued operation, general use, and maintenance of the Suisun City Marina
- 2. Marina Lease Agreement
- 3. Marina Lease Renewal Map

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

### **ATTACHMENTS:**

- 1 Resolution Authorizing City Manager to Execute a Lease Agreementt with the State of CA Lands Commission.docx
- 2 Marina Lease Agreement
- 3 Marina Lease Renewal Map.pdf

# **RESOLUTION NO. 2023 -**

1		RESOLUTION NO. 2025 -				
2	AUTHORIZI	TION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ING THE CITY MANAGER TO EXECUTE A TWENTY YEAR LEASE EEMENT WITH THE STATE OF CALIFORNIA STATE LANDS				
4		SION FOR THE CONTINUED OPERATION, GENERAL USE, AND MAINTENANCE OF THE SUISUN CITY MARINA.				
5						
6 7	agreement with	<b>EAS</b> , the City of Suisun City Redevelopment Agency entered into a 30 year least the State of California State Lands Commission on May 5, 1992 for the existing operating berths and construction of an open-berth commercial marina				
	with fuel dock,	sewage pump out station, promenade, and maintenance dredging; and				
8 9		<b>EAS</b> , on February 28, 2023 the State of California State Lands Commission issuance and renewal of the general lease authorizing the continued use				
10		and operation of an existing commercial marina, known as the Suisun City				
11	<b>WHEREAS</b> , the Lease Term: 20 years; beginning February 28, 2023; ending February 27, 2043, unless sooner terminated as provided under this Lease; and					
12		•				
13	<b>WHEREAS</b> , the annual Base Rent: The lessee will be required to pay an annual base rent of \$10,475, with an annual Consumer Price Index adjustment and the State reserving the					
14		fferent rent periodically during the lease term.				
15	City hereby Au	<b>THEREFORE, BE IT RESOLVED</b> that the City Council of the City of Suisur thorize the City Manager to execute a twenty year lease agreement with the State State Lands Commission for the continued approximate ground the continued and the continued a				
16		State Lands Commission for the continued operation, general use, and the Suisun City Marina.				
17 18		<b>D AND ADOPTED</b> at a regular meeting of the City Council of the City of Suisur on Tuesday, the 23 <sup>rd</sup> day of May, 2023, by the following vote:				
19	AYES: NOES:	Council Members: Council Members:				
20	ABSENT:	Council Members:				
21	ABSTAIN:	Council Members:				
22	WITNESS my	hand and the seal of said City this 23 <sup>rd</sup> of May, 2023.				
23						
24		A mide Claim man				
25		Anita Skinner City Clerk				
26						
27						

RECORDED AT THE REQUEST OF AND WHEN RECORDED MAIL TO: STATE OF CALIFORNIA California State Lands Commission Attn: Land Management Division 100 Howe Avenue, Suite 100-South Sacramento, CA 95825-8202

# STATE OF CALIFORNIA OFFICIAL BUSINESS

Document entitled to free recordation pursuant to Government Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

County: Solano

#### **LEASE 7625**

This Lease consists of this summary and the following attached and incorporated parts:

Section 1 Basic Provisions

Section 2 Special Provisions Amending or Supplementing Section 1 or 3

Section 3 General Provisions

Exhibit A Land Description

Exhibit B Site and Location Map

Exhibit C Best Management Practices for Marina Owners/Operators

Exhibit D Best Management Practices for Berth Holders and Boaters

#### **SECTION 1: BASIC PROVISIONS**

**THE STATE OF CALIFORNIA**, hereinafter referred to as Lessor acting by and through the **CALIFORNIA STATE LANDS COMMISSION** (100 Howe Avenue, Suite 100-South, Sacramento, California 95825-8202), pursuant to Division 6 of the Public Resources Code and Title 2, Division 3 of the California Code of Regulations, and for consideration specified in this Lease, does hereby lease, demise, and let to **CITY OF SUISUN CITY ACTING AS THE SUCCESSOR AGENCY TO REDEVELOPMENT**, hereinafter referred to as Lessee, those certain lands described in Exhibit A hereinafter referred to as Lease Premises, subject to the reservations, terms, covenants, and conditions of this Lease.

#### **MAILING ADDRESS:**

701 Civic Center Blvd. Suisun City, CA 94585

#### **LEASE TYPE:**

General Lease - Commercial Use

#### LAND TYPE:

Sovereign

#### LOCATION:

Suisun Slough, adjacent to 800 Kellogg Street, Suisun City, Solano County, as described in Exhibit A attached and by this reference made a part hereof.

#### LAND USE OR PURPOSE:

Operation, use, and maintenance of an existing commercial marina, known as the Suisun City Marina, with improvements authorized under this Lease and more particularly described herein under "Authorized Improvements."

#### TERM:

20 years; beginning February 28, 2023; ending February 27, 2043, unless sooner terminated as provided under this Lease.

#### **CONSIDERATION:**

As specified in Section 2, Paragraph 1, and subject to modification by Lessor as provided for in Section 2, Paragraph 1(c) - Special Provisions; and Section 3, Paragraph 3(c) – General Provisions.

#### **AUTHORIZED IMPROVEMENTS:**

<u>X</u> **EXISTING:** A commercial marina, known as Suisun City Marina, consisting of a portion of 160 uncovered berths, an accommodation dock, promenade, walkway, bank protection, and maintenance dredging.

#### LIABILITY INSURANCE:

In an amount no less than \$3,000,000 per occurrence.

#### **SURETY BOND OR OTHER SECURITY:**

\$100,000

**SECTION 2: SPECIAL PROVISIONS** 

# BEFORE THE EXECUTION OF THIS LEASE, ITS PROVISIONS ARE AMENDED, REVISED, OR SUPPLEMENTED AS FOLLOWS:

#### 1. CONSIDERATION:

- A. **BASE RENT:** Lessee shall pay Annual Rental in the amount of \$10,475 in advance, on or before February 28<sup>th</sup> of each year. This rent shall be referred to as "Base Rent" and shall be used to establish the Adjusted Annual Rent for subsequent years through application of the provisions of subparagraphs 1 (B) through 1 (E) of Section 2, Special Provisions below.
- B. Late payments of Annual Rent and Adjusted Annual Rent will be subject to penalty and interest pursuant to Section 3 General Provisions, Paragraph 3(d) and subsequent payments will be first applied to interest and penalty, then past principal and finally to current principal. See Title 2, California Code of Regulations, section 1911(d).
- C. Expansion of the uses, improvements, and activities authorized in Section 1, Basic Provisions of this Lease are subject to modification of the Base Rent and environmental review.
- D. **ADJUSTED ANNUAL RENT:** Total Base Rent shall be adjusted annually on February 28, 2024, and on February 28th of every lease anniversary thereafter, using the following Rent Adjustment Formula:
  - 1. Rent shall be adjusted annually by the Consumer Price Index as specified in Title 2, California Code of Regulations Section 1900(m) & (n).
  - 2. If the Adjusted Annual Rent calculation (paragraph 1 (D) (1), of this Section 2) ever results in a lower rent than the prior year, the rent shall remain the same as the prior year.
- E. **BASE RENT PERIODIC ADJUSTMENT:** Notwithstanding the provisions of Section 3, Paragraph 3, Lessor may, at its option, elect to establish a new Base Rent on the 10<sup>th</sup> anniversary of this Lease. The new Base Rent may be established using any methods and other factors specified in the California Code of Regulations, Title 2, Section 2003, deemed suitable for the circumstances and in the State's best interests.
  - If Lessor elects to prepare an appraisal to establish a new Base Rent, Lessee may, at its option, also provide a timely independent appraisal at its sole expense for Lessor's review and consideration. Prior to Lessee's contracting for such appraisal, Lessor and Lessee shall negotiate in good faith and agree upon the terms and conditions for such third-party appraisal, including but not limited to the highest and best use, appraisal

methodology, and minimum appraiser credentials. Such appraisal shall be prepared in accordance with generally accepted appraisal standards as they are adopted from time to time by the Appraisal Standards Board of the Appraisal Foundation, and Lessor's Appraisal Guidelines.

- 2. The new Base Rent shall thereafter be used as a basis to calculate the adjusted rent for subsequent years, through application of the provisions specified herein until a new Base Rent is established.
- 3. Should Lessor elect not to exercise its right to establish a new Base Rent on the 10<sup>th</sup> anniversary of this Lease, it may do so at any one of the next nine anniversaries following without prejudice. No Base Rent modification shall become effective unless Lessee is given at least 30 days' notice prior to the date of the Commission meeting wherein the New Base Rent is considered, or 30 days' notice prior to the effective date of the new Base Rent, whichever provides a greater notice period.
- 4. If a new Base Rent is not established, rent shall continue to be adjusted annually as provided herein.
- F. **NO PRORATION OF RENT:** In the event of the termination of this Lease prior to its expiration date from any cause whatsoever, any annual rental paid in advance shall not be prorated.
- 2. **INVOICES:** Lessor may prepare and send an invoice to Lessee for rent due and to notify Lessee of what CPI value was used in the calculation of the new Adjusted Annual Rent. Lessee acknowledges that such invoicing is for Lessee's convenience and that Lessor's failure to invoice shall not relieve Lessee of its obligation to timely pay rent as otherwise stated in this Lease. If Lessor has not yet sent an invoice, Lessee is permitted to pay prior year's rent amount until invoiced differently by Lessor.
- 3. **OPERATOR FOR ALL PURPOSES OF THIS LEASE:** "Operator" shall refer both individually and collectively to Lessee, its operators, sublessees, contractors, and concessionaires conducting activities from, on, over, or adjacent to the Lease Premises.

#### 4. BOOKS AND RECORDS:

Lessee or its Operator shall maintain books and records for the term of the Lease of all financial transactions relating to the Leased Premises in accordance with generally accepted accounting principles. These records shall be supported by source documents such as agreements with renters, copies of invoices, receipts, and other pertinent documents. Lessor may inspect all of Lessee's or its Operator's books, records, and documents relating to the operations on the Lease Premises, at all reasonable times and with reasonable notice. Records shall

include, but not be limited to, Lessee's or its Operator's Federal and State Income Tax Returns, and Board of Equalization Tax Returns in order to corroborate information shown on reports to Lessor. All reports submitted to the Lessor are subject to audit and revision by the Lessor. Any statutory or other rights that the Lessee or its Operator may have to object to such inspection by Lessor are hereby waived.

#### 5. MARINA BERTH SUBLETTING:

Paragraph 5(h) and 11 of Section 3, General Provisions is hereby amended as follows:

- A. Lessee or its operators may issue, without Lessor's prior approval, individual berthing subleases in conjunction with normal commercial marina subleasing practices for terms of one year or less.
- B. Upon request, Lessee shall provide Lessor with a summary report of berthing activities, including, but not limited to, the number of subleases in effect on the date of the report, the number of new subleases since the date of the last report, and the number of subleases terminated since the last report. This activity summary shall include monthly berth rates and assigned slip numbers.
- C. Individual Berth Subleases shall not be transferable and shall convey no greater rights to a specific berth than the rights set forth in the sublease agreement and shall be subject to all Lease conditions, restrictions, and covenants, including, but not limited to, the prohibition of liveaboard use.
- D. Individual berth holders under any sublease shall not engage in any commercial activity without the prior written approval of Lessor.
- E. Except as authorized under subparagraphs 5(A), (B), (C), and (D) above, relating to subleasing for individual berthing, Lessee may sublet only with the prior written consent of Lessor and only for public trust purposes of water-related commerce, navigation, fisheries, recreation, and open space, except as otherwise approved by Lessor.

#### 6. MARINA OPERATION AND MANAGEMENT:

- A. Lessee and its Operators shall not assign or transfer the operation or management of the marina facilities on the Lease Premises without the Lessor's prior approval as provided for in Section 3, Paragraph 11 of this Lease.
- B. Expansion of the uses, improvements and activities as set forth in Section 1 of this Lease shall be subject to Lessor's prior written consent and may be subject to environmental review prior to their commencement.
- C. New Concession Subleases/Operating Agreements in Excess of One Year:

Any sublease/operating agreement for any purpose and having a term in excess of one year shall be approved by Lessor pursuant to Section 3, Paragraph 11 of this Lease.

- D. Lessee or its operators may designate no more than one navigable vessel to be occupied and used for the sole purpose of providing 24-hour marina security. The designated vessel shall be located in strategically designated slips, subject to the approval of Commission staff, and shall be required to leave the Lease Premises at least once, for a minimum of six hours, each 90-day period. Lessee shall submit to Lessor an annual report covering the security activities for the year, which shall include the name, slip number and vessel identification number of the designated security vessel; a summary of the incidents for the year pursuant to the duty statement; and a log with the scheduled security vessels departure and return to the marina each 90-day period. The report and log shall be made available to Lessor upon request.
- E. Notwithstanding subsection D above, no liveaboards or residential use shall take place on the Lease Premises.

#### 7. REFUSE CONTAINERS:

Lessee shall provide containers on or immediately adjacent to the Lease Premises to receive trash, refuse and recyclables generated aboard vessels using Lessee's docking or launching facilities. Refuse and recycle containers shall be located so as to be conveniently used by occupants of vessels using Lessee's facilities and shall be of sufficient size and number to contain the refuse generated aboard all vessels using Lessee's facilities. The containers shall be covered and emptied regularly enough to prevent them from overflowing or creating unhealthful, unsightly or unsanitary conditions. The contents of the containers shall be disposed of by Lessee or others acting pursuant to Lessee's direction at authorized landfills or other garbage and recycle reception areas as provided under law applicable at the time of collection.

#### 8. PLASTICS:

- A. Lessee shall not provide for sale, or allow other parties to provide, any prepared food in polystyrene foam containers or packaging, nor shall Lessee, or other parties, keep on the Lease Premises any polystyrene foam containers or packaging of a type, design, and condition appropriate to the preparation of food for consumption on or off the Lease Premises.
- B. All packaging for prepared food that is consumed on or off the Lease Premises, or for takeout service, shall be degradable. Lessee shall provide, upon demand, copies of paid invoices that verify the purchase of degradable containers in quantities sufficient to validate Lessee's compliance with this provision.

- C. For purposes of this Lease, the following definitions are applicable.
  - "Prepared food" means foods or beverages which are prepared on the lease premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed.
  - 2) "Food packaging" means all bags, sacks, wrapping, containers, bowls, plates, trays, cartons, cups, straws, and lids which are not intended for reuse on or in which any foods or beverages are placed or packaged on the Lease Premises.
  - 3) "Takeout food" means prepared foods or beverages requiring no preparation to be consumed and which are purchased in order to be consumed off the Lease Premises.
  - 4) "Polystyrene foam" means any styrene or vinyl chloride polymer that is blown into a foam-like material, an example of which is commonly known as "Styrofoam".
  - 5) "Degradable food packaging" means food packaging which within two years substantially reduces to its constituent substances through degradation processes initiated by natural organisms whose end products are substantially, but not necessarily entirely, carbon dioxide and water. Degradable food packaging does not include cellulose-based items that have a synthetic or plastic coating comprising more than 5% of the total volume of the item.
- D. The above conditions shall be in effect until such time as the State Lands Commission adopts regulations or policies on the subject of plastic pollution. To the extent that such policies or regulations differ from the foregoing provisions and definitions, the parties hereby agree that the Lease will be amended to incorporate the policies adopted by the State Lands Commission.

#### 9. PETROLEUM PRODUCTS HANDLING:

The draining or dumping of petroleum products on or adjacent to the Lease Premises is strictly prohibited. Lessee shall post notices and provide active enforcement against the draining or dumping of petroleum products, on or near the Lease Premises.

#### 10. DREDGING:

Lessee is authorized to perform maintenance dredging on the Lease Premises for the term of the Lease, annually. No other dredging of any kind shall be conducted under the terms of this Lease. Authorization for other dredging will require separate authorization from the Lessor upon Lessee's submission of an application and required fees.

- A. Prior to start of any maintenance dredging activities on the Lease Premises, Lessee shall, upon request, submit to Lessor copies of all permits and authorizations from agencies having jurisdiction over the dredging activities.
- B. This lease does not authorize Lessee to dredge or use dredge materials for purposes of commercial resale, environmental mitigation credits or other private benefit. No royalty shall be paid for material placed at approved disposal sites and which is used for public benefit. The dredged material may not be sold. Dredge materials shall only be disposed of at a Regional Water Quality Control Board and/or U.S. Army Corps of Engineers approved disposal site.
- C. Any equipment to be used on the Lease Premises is limited to that which is directly required to perform the authorized use and does not include any equipment that may cause damage to the Lease Premises.
- D. Lessee shall safely conduct all dredging and disposal operations in accordance with accepted dredging and disposal methods and practices and with due regard for the protection of life and property, preservation of the environment of the conservation of natural resources.

#### E. Record Keeping and Audits:

- i. Lessee shall submit to Lessor an annual summary of maintenance dredging activities no later than December 31st of each year when dredging has occurred including a written description regarding dates of dredging activity, location, volume and disposal location.
- ii. At the request of Lessor, the Lessee shall provide additional reasonable additional information to Lessor to assist it in interpreting and evaluating the contents of Lessee's annual summary.

#### 11. BEST MANAGEMENT PRACTICES:

Lessee agrees to implement the Best Management Practices (BMPs) for Marina Owners/Operators contained in **Exhibit C** to this Lease, and by this reference made a part hereof. Lessor reserves the right to modify existing BMPs or require that additional BMPs be implemented as technology changes, if existing BMPs are not being followed, and/or existing BMPs are found to be ineffective.

12. Lessee shall include and incorporate the following provisions into all berth rental agreements entered into after the Effective Date of this Lease:

- A. A provision which requires that berth holders maintain their boats in a safe operating condition, including suitable restrictions on maintenance activities performed at the marina by berth holders, such as express prohibitions against any bottom paint application or removal and engine and hull washing;
- B. A provision which requires that boat engines shall be in compliance with all applicable pollution control measures and the berth holders shall exercise their best efforts to reduce air and water pollution;
- C. A provision which incorporates the BMPs for Berth Holders and Boaters as contained in **Exhibit D** to this Lease, and an acknowledgment by berth holders that the BMPs may be amended from time to time by Lessor. In addition, Lessee shall encourage its tenants to follow the BMPs for Berth Holders and Boaters by posting it in a prominent place within the Lease Premises.

Lessee shall, on the first anniversary of the Lease and on every third anniversary of the Lease thereafter, provide to Lessor a report on compliance with the BMPs required under this Lease.

#### 13. CLIMATE CHANGE

Lessee acknowledges that the Lease Premises and adjacent upland are located in an area that may be subject to effects of climate change, including sea level rise. In addition, the Authorized Improvements in Section 1 herein may require more frequent maintenance to avoid degradation or dislodgement and to ensure continued function during unusual storm and wave events, and after storm seasons. To prepare for the potential effects of sea level rise, including damage from flooding, erosion, tsunamis, waves, and storm-created debris, the Lessee shall comply with the following:

- A. Lessee shall conduct a structural assessment of the Authorized Improvements within 180 days of the tenth lease anniversary date. The structural assessment shall be performed by a civil or structural engineer licensed by the State of California. Such assessments shall make note of any impacts to the lease facilities as a result of sea level rise to date and shall comment upon any reasonably foreseeable impacts to the lease facilities due to sea level rise over the remaining term of the lease. Such assessments shall be submitted to Commission staff for review and comment within 30 days of completion.
- B. Lessee shall conduct visual inspections of the Authorized Improvements following all major storm events or unusual wave events such as caused by hurricanes, tsunamis, or King Tides. Upon request of Lessor, a written narrative report detailing such inspections shall be prepared and submitted. The report shall include, but not be limited to: (1) the dates of any major storm events and inspections; (2) who conducted the inspections and their credentials; (3) detailed descriptions of any damage identified including pictures; (4) any

- repairs/maintenance performed or planned as a result of identified damage; and (5) any repairs identified in previous reports but not completed prior to report submission.
- C. Consistent with Section 3, Paragraph 8, the Lessee assumes the risks associated with the potential hazards related to sea level rise and agrees to be solely responsible for all damages, costs, and liabilities arising as a result of the impacts of such hazards on the Lease Premises. If the structural assessment discovers impacts to the structural integrity of the authorized improvements to date or reasonably foreseeable impacts to structural integrity of the authorized improvements due to sea level over the remainder of the lease, the lessee shall prepare a remedial action plan to address structural concerns to minimize risk to public health and safety and submit such plan to the Commission for review and comment. Any additional maintenance or protection strategies necessitated by the remedial action plan may require additional approval by Lessor pursuant to Section 3, Paragraph 5(a) and be subject to environmental review.

#### 14. APPLICATION FOR NEW LEASE:

Lessee agrees to submit no later than two years prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new Lease for the continued use of the Lease Premises, or (b) a plan for the restoration of the Lease Premises to be completed prior to the expiration of the lease terms, pursuant to Paragraph 12 of Section 3, General Provisions, of this Lease. Failure to submit the application and minimum expense deposit or the restoration plan shall be deemed a default of the Lease under Paragraph 12(b) of Section 3, General Provisions, of this Lease.

- 15. Lessee shall pay \$8,667 to Lessor within 60 days of the beginning date of the Lease for the unauthorized occupation of state-owned land for the period from May 1, 2022 to February 27, 2023, by the improvements identified in Section 1. The written notification provisions of Section 3, Paragraph 12 (Default and Remedies) notwithstanding, should Lessee fail to provide compensation within the period specified herein, Lessee may be found to be in default of the Lease.
- 16. Lessee agrees the provisions of Section 3, Paragraph 8 shall also extend to the period of Lessee's unauthorized occupation of state-owned lands, from May 1, 2022 to February 27, 2023.
- 17. Lessee shall deliver on or before February 28, 2025, a good-faith estimate prepared by a reputable contractor for the costs of full removal of the improvements, to the sole satisfaction of the Executive Officer or designee. Lessor and Lessee agree that the Surety Bond required in Section 1 may be modified to reflect the estimated removal costs.

### **SECTION 3**

#### **GENERAL PROVISIONS**

#### 1. GENERAL

In the case of any conflict between these General Provisions and Special Provisions found in Section 2, the Special Provisions control.

#### 2. **DEFINITIONS**

For the purposes of this Lease, the following terms shall be defined as stated below:

- "**Additions**" shall be defined as any use or Improvements other than those expressly authorized in this Lease.
- "Alterations" shall be defined as any material change in the size, scope, density, type, nature, or intensity of Improvements on the Lease Premises from what is authorized in this Lease. Alterations shall also include any modifications, alterations, or renovations of the land or waterways on the Lease Premises other than those authorized by this Lease.
- "**Breach**" shall be defined as a party's unjustified or unexcused nonperformance of a contractual duty the party is required to immediately perform.
- "Damages" shall include all liabilities, demands, claims, actions or causes of action whether regulatory, legislative or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term "Damages" also includes, expressly, those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.
- "**Default**" shall be defined as a material Breach of magnitude sufficient to justify termination of the Lease.
- "Environmental Law" shall be defined as and include all federal, state, and local environmental, health, and safety laws, statutes, ordinances, regulations, rules, judgments, orders, and notice requirements, which were in effect as of the date of execution of this Lease or are subsequently enacted and lawfully applied hereto, which regulate or relate to (a) the protection or clean-up of the environment; (b) the use, treatment, storage, transportation, handling or disposal of hazardous, toxic or otherwise dangerous substances, wastes or materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; (e) the health and safety of persons or property; or (f) impose liability with respect to any of the foregoing, including without limitation, the California Environmental

Quality Act (CEQA) [PRC §§ 21000 et seq.]; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 et seq.]; the Clean Air Act [42 USCS §§ 7401 et seq.]; the Safe Drinking Water Act [42 USCS §§ 300f et seq.]; the Solid Waste Disposal Act [42 USCS §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 et sea.]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 et seq.]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 et seq.]; the California Hazardous Substances Account Act [H & S C §§ 25300 et seq.]; the California Hazardous Waste Control Act [H & S C §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 et seg.]; the Porter-Cologne Water Quality Act [Water C §§ 13000 et seg.] together with any amendments of or regulations promulgated under the statutes cited above.

"Hazardous Material" shall be defined as and include any substance which falls within the definition of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, pollutant, or contaminant, under any Environmental Law.

"Improvements" shall be defined as any modification, alteration, addition, or removal of any material, and any other action which serves to change the condition of the Lease Premises from the natural state whether situated above, on, or under the Lease Premises. Improvements include, but are not limited to buildings, structures, facilities, decks, docks, wharves, piers, walks, curbs, bridges, buoys, landscaping, roadways, shoreline protective structures of all types, foundations, pilings or similar support structures whether above or below the water line, fences, utilities, pipelines, and any other construction of any type situated on the Lease Premises.

"Lease" shall be defined as this lease contract together with all amendments and exhibits.

"Lease Premises" shall be defined as the area of land, together with any improvements located thereon, the use and occupancy of which is authorized by this Lease.

"**Lessor**" shall be defined as the state of California, acting by and through the California State Lands Commission, including the Commissioners, their alternates and designates, the Executive Officer, and the staff of the California State Lands Commission.

"**Regulatory Agency**" shall include any Federal, State, County, Municipal, or Local agency having jurisdiction over the Lease Premises.

"**Repairs**" shall be defined as all work of any kind made to maintain, change, restore, strengthen, replace, alter, or otherwise affect any Improvement on the Lease Premises.

"Residence" shall be defined as any Improvement, whether permanent, movable, or temporary, or a portion thereof, which is for the time being a home or place of lodging. A Residence includes any Improvement affixed to the land such as trailers or cabins, built on a raised foundation such as stilts or pilings, and floating residences such as boats, barges, arks, and houseboats, and any combination of such Improvements which provide residential accommodations to the Lessee or others. "Residence" shall not include transitory, intermittent, recreational use of facilities such as campgrounds.

"Residential Use" shall be defined as Improvements such as, but not limited to, sundecks, and sunrooms which are extensions of, or additions to, the upland property and are not water-dependent uses. Although the various uses or Improvements which may fall under this definition may vary by geographic area, lease type, or other factors, it is the intention of the parties to include in this definition all uses and Improvements which are not water-dependent but residential in nature, or those uses and Improvements which are not consistent with common law public trust principles and values.

#### 3. CONSIDERATION

### (a) Absolute Triple Net Lease

This Lease is an absolute triple net lease, pursuant to which Lessor has no obligation with respect to the payment of taxes, insurance, the cost of maintenance, utilities and repairs or other costs or obligations associated with the Leased Premises, except as expressly stated herein.

#### (b) Rent

Lessee agrees to pay Lessor rent as stated in this Lease, in annual installments, for the use and occupancy of the Lease Premises. The first installment shall be due on or before the beginning date of this Lease and all subsequent installments shall be due on or before each anniversary of its beginning date during each year of the Lease term, or as otherwise provided in this Lease. Said sums shall be paid in lawful money of the United States of America. Lessee shall send said rent to the mailing address of Lessor. Timeliness of receipt of remittances sent by mail shall be governed by the postmark date as stated in Government Code Section 11002. Invoices for rent due may be provided by Lessor as a courtesy. Lessor's failure to, or delinquency in, providing invoices shall neither excuse Lessee from paying rent, nor extend the time for paying rent.

#### (c) Modification

Lessor may modify the method, amount, or rate of consideration effective on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary, without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary of the beginning date. No

such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date of the increase, whichever provides a greater notice period.

If the consideration for this Lease is based on a percentage of income, royalties, profits, or any similar business performance indicators, Lessee shall provide Lessor with financial statements and all other documents necessary to determine the relevant basis for income.

### (d) Penalty and Interest

Any installments of rent accruing under this Lease not paid when due shall be subject to a delinquency charge equal to five percent (5%) of the principal sum due. Annual payments shall bear interest as specified in Public Resources Code Section 6224 and the Lessor's then existing administrative regulations governing penalty and interest.

## (e) Non-Monetary Consideration

If the consideration to Lessor for this Lease is the public use, benefit, health, or safety, Lessor shall have the right to review such consideration at any time and set a monetary rental if the Lessor, at its sole discretion, determines that such action is in the best interest of the State. Lessee's assignment or transfer of this Lease pursuant to Section 3 Paragraph 11 below to any third party which results in royalties, profits, or any form of compensation, whether monetary or otherwise, shall give Lessor the right to reevaluate the requirements of this Lease as stated in Section 3 Paragraph 11. Lessee shall be given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the rent modification is considered, or thirty (30) days' notice prior to the effective date that this Lease is converted to a monetary rental, whichever provides more notice.

## (f) Place for Payment of Rent

All rent that becomes due and payable under this Lease shall be paid to Lessor in person or by United States mail at the Sacramento Offices of the California State Lands Commission, currently at 100 Howe Avenue, Suite 100-South, Sacramento, CA 95825-8202, or at any other place or places that Lessor may designate by written notice to Lessee. Alternately, Lessee may contact Lessor's accounting department for Lessor's current practices for payment by credit card or electronic fund transfer.

#### 4. BOUNDARIES

This Lease is not intended to establish the State's boundaries and is made without prejudice to either party regarding any boundary or title claims which may be asserted presently or in the future.

#### 5. LAND USE

### (a) General

- (1) Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the Improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later.
- (2) All demolition, construction, remodeling, reconstruction, maintenance, repairs, removal, or remediation performed on the Lease Premises at any time by Lessee shall first be authorized by all appropriate Regulatory Agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and shall be solely responsible for all costs incurred thereby. In addition, Lessee shall obtain and comply with preventative or remedial measures required by any environmental reports, assessments, or inspections, including, but not limited to those required by the California Environmental Quality Act and/or the National Environmental Policy Act, or as otherwise required by law or reasonably requested by Lessor. Nothing in this Lease shall be interpreted as a pre-approval of any permit, certification, or any other precondition required for the use of the Lease Premises.

#### (b) Continuous Use

Lessee's use of the Lease Premises shall be continuous from commencement of the Lease until its expiration. Lessee's discontinuance of such use for a period of ninety (90) days shall be presumed to be an abandonment unless Lessee demonstrates to Lessor's satisfaction that Lessee's use of the Lease Premises is consistent with similarly situated properties. In the event of an abandonment, Lessor may elect to terminate the Lease as provided in Paragraph 12(a)(3). Abandonment of the Lease Premises shall not relieve Lessee of any obligations under this Lease.

#### (c) Repairs and Maintenance

- (1) Lessor shall not be required to make any Repairs in, on, or about all or part of the Lease Premises. Lessee shall, at all times during the term of this Lease and without any cost or expense to Lessor, keep and maintain the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition.
- (2) Lessee shall make, or cause to be made, any Repairs which may be required by any Regulatory Agency. Lessee shall observe and comply with, any law, statute, ordinance, plan, regulation, resolution, or policy applicable to the Lease Premises in making such Repairs. All work shall be performed with reasonable diligence, completed within a reasonable time, and performed at the sole cost and expense of Lessee.

- (3) Lessee expressly accepts the Lease Premises "as is" and expressly acknowledges that:
  - (i) Lessor has made no representations or warranties as to the suitability of the Lease Premises for any Improvements. Lessee shall conduct all tests necessary to determine the suitability of the Lease Premises for any proposed use or Improvements authorized; and
  - (ii) Lessor has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to any applicable building codes, zoning ordinances, or other regulations. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for the Lessee's intended use; and
  - (iii) Lessee shall neither be entitled to any reduction in rent, nor any extension of the terms of this Lease because of damage to or destruction of any Improvements on the Lease Premises.
  - (iv) Lessee and Lessor agree that any Improvements on the Lease Premises constitute the personal property of Lessee and that fixture law does not apply.
- (4) In the event that the Lease Premises is partly, or in whole, comprised of tidal, submerged, or waterfront property, Lessee expressly accepts the hazards involved in using or improving such lands. Lessor is not responsible for, and Lessee shall not be reimbursed for nor receive any offset of rent for, any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards.

### (d) Additions, Alterations, and Removal

No Improvements other than those expressly authorized in this Lease shall be constructed by the Lessee on the Lease Premises without the prior written consent of Lessor. Any Additions or Alterations are expressly prohibited. Lessee is also prohibited from any Additions or Alterations which cause a material change to the environmental impact on or ground the Lease Premises.

# (e) Enjoyment

This Lease is non-exclusive, and is subject to the provisions of Section 3, Paragraph 6 below. Lessee shall have the right to exclude persons from the Lease Premises only when their presence or activity constitutes a material interference with Lessee's use and enjoyment of the Lease Premises.

#### (f) Discrimination

Lessee, in its use of the Lease Premises, shall not discriminate against any person or Form51.16 (Rev. 10/14)

class of persons on any basis protected by federal, state, or local law, including: race, color, creed, religion, national origin, sex, sexual orientation, gender identity, age, marital/parental status, veteran status, or disability.

# (g) Residential Use

Unless otherwise provided for in this Lease, no portion of the Lease Premises shall be used as a location for a Residence, for the purpose of mooring or maintaining a structure which is used as a Residence, or for Residential Uses.

# (h) Commercial Use

Unless otherwise provided for in this Lease, the Lease Premises is to be used by Lessee and Lessee's invitees or guests only. Use of the Lease Premises for commercial purposes; conducting a business, whether for profit or otherwise; and any subleasing, rental, or any transaction whereby Lessee directly or indirectly receives compensation from a third party in exchange for use of the Lease Premises shall constitute an immediate Default of this lease with no cure period.

# 6. RESERVATIONS, ENCUMBRANCES, AND RIGHTS-OF-WAY

# (a) Reservations

- (1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber, minerals, and geothermal resources as defined under Public Resources Code sections 6401, 6407, and 6903, respectively; the right to grant and transfer the same; as well as the right to grant leases in and over the Lease Premises which may be necessary or convenient for the extraction of such natural resources. Such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (2) Lessor expressly reserves a right to go on the Lease Premises and all Improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.
- (3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.
- (4) Lessor expressly reserves the right to lease, convey, or encumber the Lease Form51.16 (Rev. 10/14)

Premises, in whole or in part, during the Lease term for any purpose not inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

# (b) Encumbrances

The Lease Premises may be subject to pre-existing contracts, leases, licenses, easements, encumbrances, and claims and is made without warranty by Lessor of title, condition, or fitness of the land for the stated or intended purpose.

## 7. RULES, REGULATIONS, AND TAXES

(a) Lessee shall comply with and be bound by all presently existing or subsequently enacted rules, regulations, statutes or ordinances of the State Lands Commission or any Regulatory Agency. Occupancy or use of the Lease Premises provides no exemption from applicable regulations including, but not limited to, federal, state, county and local regulations, regulations promoting public health, safety, or welfare, building codes, zoning ordinances, and sanitation regulations. Lessee expressly acknowledges that Regulatory Agencies have jurisdiction over the Lease Premises unless such laws are in direct conflict with state law or public trust principles.

(b) Lessee understands and agrees that a necessary condition for the granting and continued existence of this Lease is that Lessee obtains and maintains all permits or other entitlements. Lessee expressly acknowledges that issuance of this Lease does not substitute for, or provide preference in obtaining authorizations from other Regulatory Agencies.

#### (c) Taxes

- (1) In addition to the rent due under this Lease, Lessee accepts responsibility for and shall pay any and all real and personal property taxes, including possessory interest taxes, assessments, special assessments, user fees, service charges, and other charges of any description levied, imposed on, assessed, or associated with the leasehold interest, Improvements on the Lease Premises, any business or activity occurring on the Lease Premises, the Lease Premises itself, or any portion thereof, levied by any governmental agency or entity. Such payment shall not reduce rent due Lessor under this Lease and Lessor shall have no liability for such payment.
- (2) In the event that this Lease commences, terminates or expires during a tax year, Lessee shall pay the taxes for the period of such year during which this Lease was in effect.
- (3) Any and all taxes and assessments and installments of taxes and assessments required to be paid by Lessee under this Lease shall be paid when due and the official Form51.16 (Rev. 10/14)

and original receipt for the payment of such tax, assessment, or installment shall be delivered to Lessor upon request.

(4) Lessee shall indemnify and hold Lessor, the Lease Premises, and any Improvements now or hereafter located thereon, free and harmless from any liability, loss, or Damages resulting from any taxes, assessments, or other charges required by this Lease to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.

#### 8. INDEMNITY

- (a) Lessee's use of the Lease Premises and any Improvements thereon is at Lessee's sole and exclusive risk.
- (b) In addition to any other obligation to indemnify Lessor as otherwise provided in this Lease, except to the extent caused by the sole negligence and/or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees, specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation, Breach, or Default of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease Premises; (7) Lessee's failure to comply with any material legal or other requirement validly imposed on Lessee or the Lease Premises by a Regulatory Agency.
- (c) The reimbursement provisions of this Paragraph 8 shall not apply to any claims, litigation, or other actions which may be brought by either Lessee or Lessor against each other.
- (d) Nothing in this paragraph shall be construed as requiring that Lessor defend itself against all or any aspect of any challenge to this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.
- (e) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

#### 9. INSURANCE

- (a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements.
- (b) The insurance policy shall identify the Lease by its assigned number. The specific Improvements shall also be generally identified, as well as their location on state owned property. The coverage provided shall be primary and non-contributing. Lessee shall keep such policy current. Lessor shall be named as a "certificate holder" and/or an "additional interest" on the policy. Lessee shall provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee shall provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.
- (c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason.

## 10. SURETY BOND

- (a) When required by Section 1 of this Lease, Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California, California State Lands Commission as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.
- (b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need for security. The surety bond or other security device may be increased on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the bond or security is considered, or thirty (30) days' notice prior to the

effective date of the increase, whichever provides more notice.

(c) The surety bond or other security device shall be maintained in full force and effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee must first seek approval of Lessor before changing the type of security device used, or the bond holder.

# 11. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

- (a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
  - (1) Notwithstanding the foregoing prohibition against transfer and assignment, the Lease may be transferred by Lessee if the transfer is caused by the death of a spouse and the full interest of the deceased spouse is transferred to a surviving spouse; or the transfer is caused by the dissolution of the marriage of Lessee and the full interest of one of the spouses is transferred to the other spouse. In the event of such a transfer, Lessor shall be notified in writing within 30 days of the transfer.
  - (2) Notice to Lessor of Successor Trustee(s): In the event this Lease is held in trust, and the Lessee is a trustee thereof, the substitution or succession of a new trustee shall not be an assignment or transfer for the purposes of this Paragraph. Lessee (and by operation of law, any successor trustee) agrees to provide prompt notice to Lessor of any succession or substitution of trustee in accordance with Paragraph 16(c) of General Provisions, no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.
- (b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:
  - (1) If Lessee is a business entity, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of substantially all the assets of Lessee. If Lessee is a publicly traded entity, transfers of interests in Lessee shall not constitute an assignment requiring the consent of Lessor.
  - (2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.
- (c) If this Lease is for sovereign lands appurtenant to adjoining littoral or riparian land, Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands

separately from the leasehold rights granted herein without the prior written consent of Lessor.

- (d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:
  - (1) Give not less than 90 days' prior written notice to Lessor;
  - (2) Provide the name, complete business organization, operational structure, and formation documents of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee.
  - (3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer:
  - (4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and
  - (5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.
  - (6) Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.
- (e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party. Lessor may reevaluate the rent, insurance and/or bond provisions of this Lease, and may condition its approval of the proposed assignment, sublease, hypothecation, mortgage, or other transfer on the party's acceptance of the new terms. Lessee's rights stated in this paragraph shall apply regardless of whether the proposed transfer coincides with a regular rent review period as stated in Section 3 Paragraph 3(c) above.
- (f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be Form51.16 (Rev. 10/14)

subject to terms and conditions imposed by a separately negotiated encumbrancing agreement.

- (g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during Lessee's tenancy.
- (h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7, 9, 11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all Defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary Defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary Defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.
- (i) In the event of any transfer or assignment, under this Paragraph 11 or by any other means authorized by this Lease, the Lease terms shall be for the remaining years existing on the Lease prior to the transfer or assignment. A transfer or assignment shall not extend the term of this Lease.

#### 12. **DEFAULT AND REMEDIES**

# (a) **Default**

The occurrence of any one or more of the following events shall immediately and without further notice constitute a Default of this Lease:

- (1) Lessee's failure to make any payment of rent, royalty, or other consideration as required under this Lease; or
- (2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease; or

- (3) Lessee's abandonment of the Lease Premises (including the covenant for continuous use as provided for in Paragraph 5(b)) during the Lease term; or
- (4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements; or
- (5) The maintenance of the Lease Premises in violation of, or failure to comply with, any applicable provisions of any Regulatory Agency, Environmental Law, or maintenance of the Lease Premises in a condition constituting nuisance; or
- (6) Lessee's Failure to commence to construct and to complete construction of the Improvements authorized by this Lease within the time limits specified in this Lease.
- (7) Lessee is found to sublet or otherwise surrender daily management and control of the Lease Premises to a third party without the knowledge, expressed written consent or authorization of the Lessor.
- (b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice shall constitute a Default of this lease. However, if the nature of Lessee's Default under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in Default if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.
- (c) Should Lessee Breach any term, covenant, or condition of this Lease under Paragraph 12(b) above three (3) times in any three hundred and sixty-five (365) day period, the third Breach will be a Default under this Lease and Lessor will be entitled to immediately terminate this Lease, and take other appropriate action. Lessor will provide written notice of each Breach as provided above, and provide written notice that future Breaches will constitute immediate Default with no cure period.

#### (d) Remedies

In the event of a Default by Lessee and Lessee's failure to cure such Default if such a cure period is applicable, Lessor may at any time and with or without notice do any one or more of the following in addition to any rights or remedies permitted by law:

(1) Re-enter the Lease Premises, remove all persons and property, and repossess and enjoy such premises; or

- (2) Terminate this Lease and Lessee's right of possession of the Lease Premises by any lawful means. The termination shall not relieve Lessee of any obligation, monetary or otherwise, which has accrued prior to the date of termination. Such termination shall be effective upon Lessor's giving written notice and upon Lessee's receipt of such notice. Lessee shall immediately surrender possession of the Lease Premises to Lessor. Lessor shall be entitled to recover from Lessee all amounts to which Lessor is entitled pursuant to Section 1951.2 of the California Civil Code, or any other provision of law, including any necessary Repair, renovation, alteration, remediation, or removal of Improvements; or
- (3) Maintain this Lease in full force and effect and recover any rent, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises, subject to the conditions imposed by Cal. Civil Code § 1951.2; or
- (4) Exercise any other right or remedy which Lessor may have at law or equity.

# (e) Determination of Rental Value

If rent under this Lease is calculated as a percentage of Lessee's income attributable to the Lease Premises and Lessee abandons the Lease Premises during some or all of the applicable period, then the reasonable rental value shall be the percentage of proceeds Lessor would have received had Lessee operated the Lease Premises in the usual and customary manner.

# (f) Waiver of Rights

The failure or delay of either party to exercise any right or remedy shall not be construed as a waiver of such right or remedy or any Breach by the other party. Lessor's acceptance of any rent shall not be considered a waiver of any preexisting Breach by Lessee other than the failure to pay the particular rent accepted regardless of Lessor's knowledge of the preexisting Breach at the time rent is accepted.

# 13. RESTORATION OF LEASE PREMISES AND ENVIRONMENTAL MATTERS

#### (a) Restoration of Lease Premises

(1) Upon expiration or sooner termination of this Lease, Lessee must immediately surrender possession of the Lease Premises to Lessor. Prior to the time of surrender, Lessee must remove all or any Improvements together with the debris and all parts of any such Improvements at its sole expense and risk, regardless of whether Lessee

actually constructed or placed the Improvements on the Lease Premises; or Lessor, at its sole and absolute discretion, may itself remove or have removed all or any portion of such Improvements at Lessee's sole expense. Lessor may waive all or any part of this obligation in its sole discretion if doing so is in the best interests of the State.

- (2) As a separate and related obligation, Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to the installation or construction of any Improvements. For purposes of this Lease, restoration includes removal of any landscaping; removal of any Hazardous Materials; and to the extent possible, undoing any grading, fill, excavation, or similar alterations of the natural features of the Lease Premises. Lessor may waive all or any part of this obligation in its sole and absolute discretion.
- (3) Unless otherwise provided for in this Lease, Lessee shall submit to Lessor no later than one (1) year prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new lease for the continued use of the Lease Premises, or (b) a plan for the restoration of the Lease Premises to be completed prior to the expiration of the lease term together with a timeline for obtaining all necessary permits and conducting the work prior to the expiration of this Lease.
- (4) In removing any or all Improvements, or conducting any restoration work, Lessee shall be required to obtain any permits or other governmental approvals as may then be required by any Regulatory Agency, including, without limitation, any Environmental Law.
- (5) Lessor may, upon written notice, in its sole and absolute discretion, accept title to any or all Improvements at the termination of this Lease. Lessor shall notify Lessee that Lessor intends to take title to any or all Improvements within six (6) months of Lessee submitting a plan for restoration under Paragraph 13(a)(3)(b) above. If Lessor elects to take title to any such Improvements, Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such Improvements to Lessor free and clear of any liens, mortgages, loans, or any other encumbrances. Lessor shall not pay, and Lessee shall not be entitled to compensation for Lessor's taking title to such property.

# (b) Environmental Matters

- (1) Lessee's Obligations:
  - (i) Lessee will not use, occupy, or permit any portion of the Lease Premises to be used or occupied in violation of any Environmental Law. Lessee shall not manufacture or generate or store Hazardous Material on the Lease Premises unless

specifically authorized under other terms of this Lease.

- (ii) Lessee shall practice conservation of water, energy, and other natural resources.
- (iii) Lessee shall notify Lessor and the appropriate governmental emergency response agency, or agencies immediately in the event of any release or threatened release of any Hazardous Material.
- (2) Lessor may at any time during the Lease term require Lessee to conduct at its own expense and by a contractor approved by Lessor an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Material generated, used, placed, disposed, stored, or transported on the Lease Premises during the term of the Lease. Lessee shall provide the results of the assessment or inspection to Lessor and the appropriate governmental response agency or agencies and shall further be responsible for removing or taking other appropriate remedial action regarding such Hazardous Material in accordance with applicable Environmental Law.
- (3) Environmental Indemnity.

Lessee shall indemnify, defend, and hold Lessor and Lessor's, officer, appointees, volunteers, employees, agents, successors and assigns free and harmless from and against all Damages that may at any time be imposed upon, incurred by, or asserted or awarded against Lessor in connection with or arising from any Breach of Lessee's obligations hereunder; or out of any violation by Lessee of any Environmental Law; or resulting in the imposition of any lien or claim for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Materials on the Lease Premises during the Lessee's tenancy. This obligation shall include any prior leases between Lessor and Lessee and will continue through any periods Lessee is in holdover, unlawful detainer, or any subsequent month-to-month tenancies created by operation of law. Lessee's obligations hereunder will survive the expiration or sooner termination of this Lease.

(4) Violation of this section shall constitute grounds for termination of the Lease. Lessor, shall notify Lessee when, in Lessor's opinion, Lessee has violated the provisions of this section. Lessee shall immediately discontinue the conduct and respond within five (5) business days. Lessee shall take all measures necessary to remedy the condition.

#### 14. QUITCLAIM

Lessee shall, upon the early termination of this Lease and at Lessor's request, execute and

deliver to Lessor in a form provided by Lessor a good and sufficient release of all rights under this Lease. Should Lessee fail or refuse to deliver such a release, Lessor may record a written notice reciting such failure or refusal. This written notice shall, from the date of its recordation, be conclusive evidence against Lessee of the termination of this Lease and all other claimants.

#### 15. HOLDING-OVER

- (a) This Lease shall terminate without further notice upon the expiration of the term of this Lease. Lessee shall have removed any Improvements and completed any restoration as required by Lessor prior to the expiration of this Lease, and shall surrender possession of the Lease Premises. Any failure by the Lessee to remove Improvements, restore the Lease Premises, and/or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof except as expressly provided in this Lease. Lessee shall be deemed in unlawful detainer of the Lease Premises and Lessor shall be entitled to all resulting legal remedies.
- (b) Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises instead of immediately taking legal action to recover possession of the Lease Premises. Any tenancy created by operation of law on Lessor's acceptance of rent shall be deemed a month-to-month tenancy regardless of what sum or sums Lessee delivers to Lessor. Except as set forth below, any subsequent tenancy created in this manner shall be on the same terms, covenants, and conditions set forth in this Lease insofar as such terms, covenants, and conditions can be applicable to a month-to-month tenancy
- (c) In recognition of the increased accounting, land management, and supervisory staff time required for month-to-month tenancies, the rent for each month or any portion thereof during such holdover period may be an amount equal to one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. In the event this Lease does not require monetary compensation, Lessor shall have the right to establish rent based on the fair market value of the Lease Premises. The month-to-month tenancy may be terminated by Lessee or Lessor upon thirty (30) calendar days' prior written notice to the other.

#### 16. ADDITIONAL PROVISIONS

#### (a) Waiver

(1) No term, covenant, or condition of this Lease and no omission, neglect, Default or Breach of any such term, covenant or condition shall be deemed to have been waived by Lessor's acceptance of a late or nonconforming performance or otherwise, unless such a waiver is expressly acknowledged by Lessor in writing. No delay or omission of Lessor to exercise any right or power arising from any omission, neglect,

Default or Breach of term, covenant, or condition of this Lease shall be construed as a waiver or any acquiescence therein.

(2) Any such waiver shall not be deemed to be a waiver of any other term, covenant or condition; of any successive Breaches of the same term, covenant, or condition; or of any other Default or Breach of any term, covenant or condition of this Lease.

# (b) Time

Time is of the essence for this Lease and each and all of its terms, covenants or conditions in which performance is a factor.

# (c) Notice

All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessee shall give Lessor notice of any change in its name or address.

# (d) Consent

Where Lessor's consent is required under this Lease its consent for one transaction or event shall not be deemed to be a consent to any subsequent occurrence of the same or any other transaction or event.

# (e) Changes

This Lease may be terminated and its term, covenants, and conditions amended, revised, or supplemented only by mutual written agreement of the parties.

# (f) Successors

The terms, covenants, and conditions of this Lease shall extend to and be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

# (g) Joint and Several Obligation

If more than one Lessee is a party to this Lease, the obligations of the Lessees shall be joint and several.

# (h) Captions

The section and paragraph captions used in this Lease are for the convenience of the parties. The captions are not controlling and shall have no effect upon the construction or interpretation of this Lease.

# (i) Severability

If any term, covenant or condition of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall remain valid and enforceable to the fullest extent permitted by law.

# (i) Representations

Lessee agrees that no representations have been made by Lessor or by any person or agent acting for Lessor. Lessor and Lessee agree and acknowledge that this document contains the entire agreement of the parties, that there are no verbal agreements, representations, warranties or other understandings affecting this Lease, and Lessor and Lessee, as a material part of the consideration of this Lease, waive all claims against the other for rescission, damages, or otherwise by reason of any alleged covenant, agreement or understanding not contained in this Lease.

# (k) Gender and Plurality

In this Lease, the masculine gender includes both the feminine and neuter, and the singular number includes the plural whenever the context so requires.

# (I) Survival of Certain Covenants

All covenants pertaining to bond, insurance, indemnification, restoration obligations, Breach, Default, and remedies shall survive the expiration or earlier termination of this Lease until Lessee has fulfilled all obligations to restore the Lease Premises as required by this Lease.

# (m) Counterparts

This agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

# (n) Delegation of Authority

Lessor and Lessee acknowledge Lessor as defined herein includes the Commission Members, their alternates or designees, and the staff of the Commission. The ability of staff of the Commission to give consent, or take other discretionary actions described herein will be as described in the then-current delegation of authority to Commission staff. All other powers are reserved to the Commission.

#### **LEASE 7625**

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and a duly executed copy has been delivered to Lessee. The submission of this Lease by Lessor, its agent, or representative for examination by Lessee does not constitute an option or offer to lease the Lease Premises upon the terms and conditions contained herein, or a reservation of the Lease Premises in favor of Lessee. Lessee's submission of an executed copy of this Lease to Lessor shall constitute an offer to Lessor to lease the Lease Premises on the terms and conditions set forth herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Lease as of the date hereafter affixed.

LESSEE:	LESSOR:	
CITY OF SUISUN CITY ACTING AS THE SUCCESSOR AGENCY TO REDEVELOPMENT		
Ву:	By:	
GREG FOLSOM	ROBERT BRIAN BUGSCH	
Title: <u>City Manager</u>	Title: Chief, Land Management Division	
Date:	Date:	
ATTACH ACKNOWLEDGMENT	Execution of this document was authorized by the California State Lands Commission on	

#### **EXHIBIT A**

**LEASE 7625** 

#### LAND DESCRIPTION

Three (3) parcels of tide and submerged land, whether filled or unfilled, lying in the bed of Suisun Slough, Suisun City, Solano County, State of California, being more particularly described as follows:

#### PARCEL 1 - West Side of Channel Site

BEGINNING at the point of intersection of the easterly line of Kellogg Street and the northerly line of Morgan Street; thence Northerly, 140 feet more or less along the projection of the easterly line of Kellogg Street to a point of intersection with the projection of the northerly line of Parcel A as shown on the map entitled "Parcel Map, Division of Land into 2 Parcels, All of lots 3,7,8,9, and a Portion of Lots 2 and 6, Block 15, City of Suisun City" filed on June 21, 1971 in the Office of the County Recorder of Solano County in Book 5 of PM, page 28; thence at a right angle Easterly, 95 feet along the projection of the northerly line of said parcel' thence at a right angle Northerly, 130 feet more or less to a point of intersection with the northerly line of Parcel B as shown on the map entitled "Division of Block 14 and a portion of the Northwest One-Quarter of Section 36, T5N, R2W, MDM, City of Suisun, Solano County, California" filed on October 27, 1969 in the Office of the County Recorder of Solano County in Book 3 of PM, page 82; thence at a right angle Easterly, 25 feet; thence at a right angle Northerly, 149 feet more or less to a point of intersection with a line that is the easterly projection of the northerly line of Solano Street to a point hereafter referred to as "POINT A"; thence Easterly, 82 feet more or less along a line perpendicular to the centerline of the authorized Federal Channel in Suisun Slough, to a line parallel with and 75 feet westerly of the centerline of said channel, thence at a right angle Southerly along said parallel line 1,540 feet more or less to a point of intersection with a line that is the easterly projection of the centerline of Walnut Street; thence Westerly, 97 feet more or less along a line bearing S 72°23' W to a point of intersection with a line 52 feet south of and parallel with the easterly projection of the centerline of Walnut Street; thence Westerly along said parallel line, 440 feet more or less to the easterly line of Kellogg Street to the southwest corner of the land of Hunter Boat Company as per deed filed in Office of the County Recorder of Solano County, in Book 172, page 462; thence Easterly along the southerly line of said land, 375 feet; thence N 12°00'W, 960 feet more or less to a point of intersection with the northerly line of Parcel C as shown on the map entitled "Division of Block 14 and a portion of the Northwest One-Quarter of Section 36, T5N, R2W, MDM, City of Suisun, Solano County, California" filed on October 27, 1969 in the Office of the County Recorder of Solano County in Book 3 of PM, page 82, thence Westerly along the northerly line of said Parcel c, 170 feet more or less to a point of intersection with the easterly line of Kellogg Street; thence Northerly, 40 feet more or less along the easterly line of Kellogg Street to the point of beginning.

EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark of the westerly bank of Suisun Slough.

# **PARCEL 2– City Hall Site**

COMMENCING at the northwest corner of Parcel 1 as shown on the map entitled "Record of Survey of the Lands of the Fairfield Suisun Sewer District as described in those Grant Deeds Book 1301 OR Page 433, Book 1976 OR Page 67116 and Book 695 OR Pages 39 and 43 Official Records of Solano County" filed June 28, 1984 in the Office of the County Recorder of Solano County in Book 17 R/S Page 14; thence Easterly 115.00 feet along the northerly line of said Parcel 1 to a point which is the TRUE POINT OF BEGINNING of this description; thence due South, 240 feet more or less to a point of intersection with southerly line of said Parcel 1; thence due West, 135 feet more or less to a line that is parallel with and 75 feet easterly of the centerline of the authorized Federal Channel in Suisun Slough; thence Northerly, 800 feet more or less along said parallel line to a point of intersection with the westerly projection of the southerly line of the Transon Street easement as shown on a Map entitled "A Division of Fairfield Suisun Sewer District Land, being a portion of Section 25 and 36, T5N, R2W, MDM, into three Parcels, City of Suisun City, Solano County", filed August 21, 1974 in the office of the County Recorder of Solano County in Book 8 PM Page 74; thence Easterly, 185 feet more or less along said projection of the southerly line of Transon Street easement to the easterly shoreline of Suisun Slough; thence continuing Easterly, 125 feet along the southerly line of Transon Street easement to a point of intersection with a line that is parallel with and 125 feet west of the westerly line of Cedar Street extension easement as said easement is shown on said Map recorded in Book 8 PM Page 74; thence Southerly, along said parallel line 190.00 feet; thence at right angle Easterly, 103 feet more or less to a point of intersection with the westerly line of Cedar Street extension easement' thence Southerly along said easement line on a curve concave to the left, to the northwesterly corner of Parcel C as shown on said Map recorded in Book 8 PM Page 74; thence S 63°03'03" W along the boundary of said Parcel C, 120.00 feet; thence S 00°37' W, 255 feet more or less to a point of intersection with the northerly line of Parcel 1 as shown on said Map recorded in Book 17 R/S Page 14; thence Westerly along said northerly line, 60 feet more or less to the true point of beginning.

EXCEPTING THEREFROM any portion lying landward of the ordinary high mark of the easterly bank of Suisun Slough.

#### PARCEL 3- Guest Dock

BEGINNING at the above described "**POINT A**" thence Easterly, 82 feet more or less along a line perpendicular to the centerline of the authorized Federal Channel in Suisun Slough, to a line parallel with and 75 feet westerly of the centerline of said channel; thence N 29°57'26" W, 93.89 feet; thence N 48°37'25" W, 425.44 feet; thence S 41°22'35" W 73 feet more or less to a point on the westerly bank of Suisun Slough; thence approximately meandering along the historic bank of Suisun Slough the following 3 courses:

- 1) N 82°58'46 W, 60.00 feet;
- 2) S 30°12'35" E, 160.00 feet;
- 3) S 65°32'43" E 260.00 feet to a point on the present westerly bank of Suisun Slough;

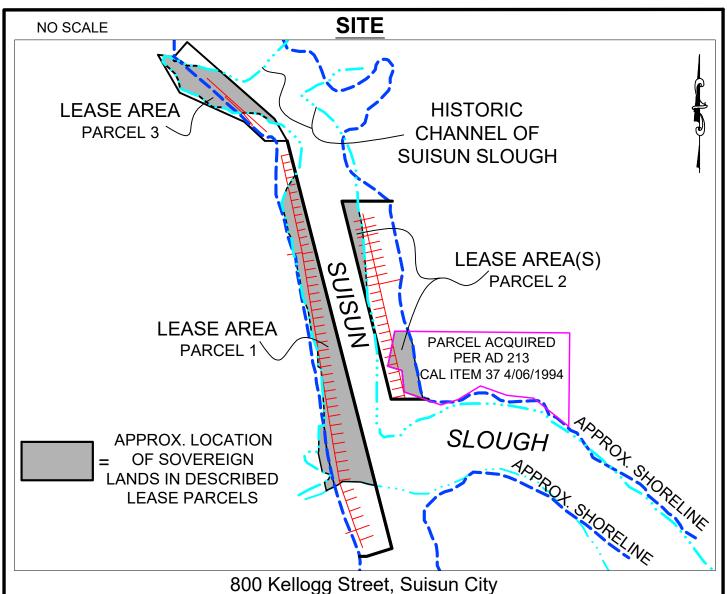
thence along said bank S 47°12'00" E 101.88 feet to the POINT OF BEGINNING.

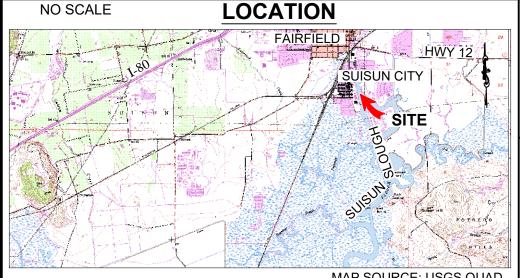
EXCEPTING THEREFROM any portion lying landward of the ordinary high water mark of the westerly bank of Suisun Slough.

#### **END OF DESCRIPTION**

Parcel 3 prepared by the California State Lands Commission Boundary Unit 12/06/2022. Parcels 1 & 2 based on that original description revised March, 1992 by LLB as found in PRC 7625 file, Calendar Item 21 dated 5/5/92.







MAP SOURCE: USGS QUAD

This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

# **Exhibit B**

**LEASE 7625** CITY OF SUISUN GENERAL LEASE -**PUBLIC AGENCY USE** SOLANO COUNTY



#### **EXHIBIT C**

# **BEST MANAGEMENT PRACTICES FOR MARINA OWNERS / OPERATORS**

# **Petroleum Management**

Instruct staff not to use detergents or emulsifiers on a fuel or oil spill.

Post emergency telephone numbers to report oil or chemical spills in prominent locations at the marina.

Recommend the installation and use of fuel/air separators on air vents or tank stems of inboard fuel tanks to reduce the amount of fuel spilled into surface waters during fueling.

Provide a collection site for used oily pads and used oil or provide information on how and where to dispose of them.

#### **Hazardous Wastes**

Have a marina policy to manage hazardous wastes and hazardous materials.

Post a prohibition on the disposal of used oil, antifreeze, paint, solvents, varnishes, and batteries into the dumpster or general collection waste receptacles.

If you provide for hazardous waste collection, manage the wastes in a proper fashion through the use of structurally sound, non-leaking containers, in accordance with all local, state, and federal laws.

In the event of a spill or leak, clean up and dispose of materials promptly and properly and report the spill to all appropriate entities.

If operating a collection facility is not feasible, provide information to your tenants on how and where to dispose their wastes.

Encourage the use of alternative products to hazardous household chemicals. There are many non-toxic or less-toxic products that can be used as alternatives.

# **Emergencies**

Have an updated map of important shut off valves and make sure all employees know the locations.

Keep your list of Emergency Phone Numbers and contact persons updated.

Be sure that all employees are trained in emergency procedures and that they know their responsibilities for each situation as designed in an Emergency Response Plan.

# **Underwater Boat Hull Cleaning**

Require the use of legal hull paints to reduce the possibility of contamination when performing hull cleaning.

# **Boat Sewage Discharge**

If your marina operates a pumpout facility, install adequate signs to identify the station, its location, and hours of operation.

Provide the service at convenient times and at a reasonable cost.

Make the pumpout station user friendly.

Develop and adhere to a regular inspection and maintenance schedule for the pumpout station.

Provide educational information about the pumpout station to boaters.

Inform berth holders of existing local, state, and federal regulations pertaining to the use of Marine Sanitation Devices and the illegal discharge of boat sewage.

Post a list of local pumpout locations in a conspicuous location such as the entrances to the docks.

#### Solid Waste

Keep litter picked up.

Place trash receptacles and dumpsters in convenient locations for boaters and auests.

Use covered dumpsters and trashcans so they do not fill up with rainwater and do not blow away in heavy winds.

Keep trash enclosures clean and free of debris.

Keep cleanup equipment and materials available.

Inspect trash storage areas regularly.

Dispose of all solid wastes in accordance with local, state, and federal laws and regulations.

# Liquid Waste

Train marina employees in oil spill response procedures.

Keep adequate spill response equipment and materials in strategic locations.

#### **Storm Water Runoff**

Maintain a Storm Water Pollution Prevention Plan.

Report spills that have entered or have a potential to enter a water body to appropriate agencies.

Provide signage adjacent to any storm drain inlet to discourage illegal dumping of pollutants.

Provide signs adjacent to parking lots that prohibit littering, dumping, and vehicle servicing or washing.

Develop and implement a regular sweeping / cleaning program for hard surface areas.

Reduce or eliminate landscaping and irrigation runoff into the waterway.

# **EXHIBIT D**

# BEST MANAGEMENT PRACTICES FOR BERTH HOLDERS / GUEST DOCK USERS / BOATERS

# **Bilge Water Management**

- Keep bilge area as dry as possible.
- Regularly check fittings, fluid lines, engine seals, and gaskets.
- Fix all oil and fuel leaks in a timely manner.
- Do not drain oil into the bilge.
- Fit a drain pan, if feasible, underneath the engine to collect drips and leaks.
- Consider the use of oil-absorbent pads, even in small boats.
- If a bilge contains oil, absorb as much free oil as possible with a pad. Then pump the bilge dry and wipe down the bilge and equipment. If a bilge is severely contaminated, use a pumpout service. Never pull the drain plug on a boat with a bilge full of oil, especially if it is on a launch ramp.
- Dispose of oil-soaked absorbents at a proper facility. Check with the marina operator for guidance.
- Do not use detergents or bilge cleaners unless the bilge can be pumped into an appropriate facility.

# **Petroleum Containment**

- Fill portable fuel containers on land or on the fuel dock to reduce the chance of fuel spills into the water.
- Avoid overfilling fuel tanks and attend the fuel nozzle at all times.
- Perform all major engine maintenance away from surface water. Any
  maintenance work on an engine must be done in compliance with rules and
  regulations governing the marina.
- Use petroleum absorption pads while fueling to catch splash back and any drops when the nozzle is transferred back from the boat to the fuel dock.

- Keep engines properly maintained for efficient fuel consumption, clean exhaust, and fuel economy. Follow all manufacturers' specifications.
- Immediately report oil and fuel spills to the marina office and the U.S. Coast Guard National Response Center (Phone # 1-800-424-8802) and other appropriate agencies.

#### **Hazardous Materials**

- Hazardous wastes generated by recreational boaters are considered household hazardous waste. Dispose of household hazardous waste in properly marked containers if provided by the marina or at the nearest appropriate site.
- Improper handling of hazardous materials can cause harm to human health and the environment and can result in serious penalties and expensive cleanup costs if contaminations occur.

# **Vessel Sewage**

- Boaters should never pump out any holding tank in waters inside the three
  nautical mile limit. Always remember that it is illegal to discharge raw sewage
  from a vessel into U.S. waters.
- Pumpout facilities should be used to dispose of stored waste whenever possible. They are fast, clean, and inexpensive.
- Marine sanitation devices (MSDs) must be maintained to operate properly. Keep your disinfectant tank full, use biodegradable treatment chemicals, and follow the manufacturer's suggested maintenance program.
- Do not dispose of fats, solvents, oils, emulsifiers, disinfectants, paints, poisons, phosphates, diapers, and other similar products in MSDs.
- Whenever possible, use land-based rest rooms rather than onboard ones.

# **Vessel Cleaning and Maintenance**

- Ask your marina manager what types of maintenance projects are allowed in the slip.
- Minimize the use of soaps and detergents by washing your vessel more frequently with plain water.

- Do not use cleaners that contain ingredients such as ammonia, sodium, chlorinated solvents, or lye.
- Use hose nozzles that shut off when released to conserve water and reduce the runoff from boat washing.
- Ventilate your space to prevent the accumulation of flammable or noxious fumes.
- Use eye protection and a respirator when there is the possibility that dust and debris could damage eyes or lungs.
- Remove oil, debris, and clutter from your immediate work area and dispose of properly.
- Avoid spills in the water of all solvents, paints, and varnishes.
- Carefully read labels to ensure the products are used in a manner that is safe and won't harm the environment.
- Use teak cleaners sparingly and avoid spilling them or fiberglass polishers in the water.

# Sanding and Painting

- When working in marinas, use designated sanding and painting areas.
   Check with the marina manager for the location and proper use of these areas.
- Work indoors or under cover whenever wind can potentially blow dust and paint into the open air.
- Where feasible, use environmentally friendly tools, such as vacuum sanders and grinders, to collect and trap dust. Some marinas have this equipment for rent; check with the manager.
- Clean up all debris, trash, sanding dust, and paint chips immediately following any maintenance or repair activity.
- Use a drop cloth beneath the hull to catch sanding dust and paint drops when working over unpaved surfaces.
- When sanding or grinding hulls over a paved surface, vacuuming or sweeping loose paint particles is the preferred cleanup method. Do not hose the debris away.

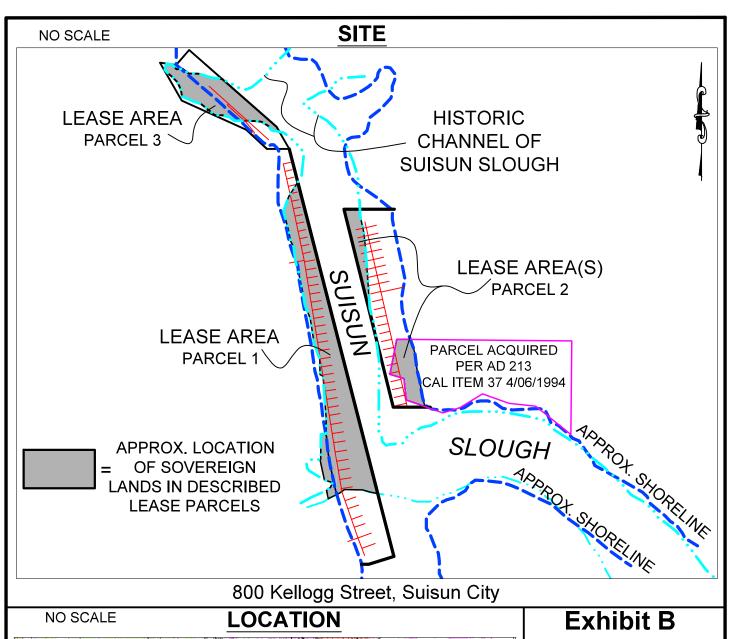
- Buy paints, varnishes, solvents, and thinners in sizes appropriate for the proposed work to avoid having to dispose of stale products.
- When possible, use water-based paints and solvents.
- Switch to longer lasting, harder, or non-toxic antifouling paint at your next haul out.
- Paints, solvents, and reducers should be mixed far from the water's edge and transferred to work areas in tightly covered containers of 1 gallon or less.
- Keep in mind that solvents and thinners may be used more than once by allowing the solids to settle out and draining the clean product off the top.
- When in doubt about proper disposal practices, check with your marina and/or appropriate government agency.
- Boaters should report any illegal discharge of boat sewage to the marina office or appropriate agency.
- Boaters should use environmentally sensitive cleaning supplies that may end up in your gray water.

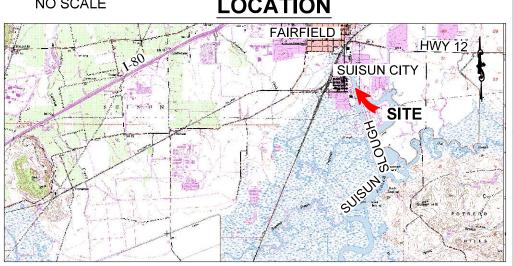
# **Boat Hull Cleaning and Maintenance**

- Ensure hull paint is properly applied and maintained to protect the hull from fouling organisms and thus improve your boat's performance.
- Wait 90 days after applying new bottom paint before underwater cleaning.
- Schedule regular hull cleaning and maintenance to reduce the build up of hard marine growth and eliminate the need for hard scrubbing.
- Regularly scheduled gentle cleaning will also increase the effectiveness of the antifouling hull paint and extend its useful life.
- Repair paint bonding problems at haul out to avoid further chipping and flaking of paint in the water.
- Use, or ask your diver to use, non-abrasive scrubbing agents, soft sponges or pieces of carpet to reduce the sloughing of paint and debris.
- Boaters are encouraged to use boat hull cleaning companies and individuals that practice environmentally friendly methods.

# Solid Waste

- Do not dump plastic or any other trash into the water.
- Use the dumpsters, trash receptacles, and other approved containers to dispose of garbage and other waste.





#### MAP SOURCE: USGS QUAD

This Exhibit is solely for purposes of generally defining the lease premises, is based on unverified information provided by the Lessee or other parties and is not intended to be, nor shall it be construed as, a waiver or limitation of any State interest in the subject or any other property.

LEASE 7625 CITY OF SUISUN GENERAL LEASE -PUBLIC AGENCY USE SOLANO COUNTY



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#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2023-\_\_\_: Authorizing the City Manager or Deputy City Manager to Submit a Proposal for the Proposition 64 Public Health and Safety Grant Program and Sign a Grant Agreement with the California Board of State and Community Corrections.

**FISCAL IMPACT:** Grant award of \$2,294,495 over 5 years with no matching funds required.

**STRATEGIC PLAN:** Ensure Fiscal Solvency

**BACKGROUND:** In 2022, the Board of State and Community Corrections (BSCC) released a request for proposal (RFP) for the Proposition 64 Public Health and Safety Grant Program, Cohort 3. The RFP made \$150 million available for California Cities and Counties that have not banned both indoor and outdoor commercial cannabis cultivation, or retail sale of marijuana products. Suisun City fit those criteria, making the city eligible to apply.

The intent of the program is to fund projects that assist with law enforcement efforts, or other local projects addressing public health and safety associated of the Control, Regulate, and Tax Adult Use Marijuana Act. Specifically, BSCC outlined 'Project Purpose Areas' that each project must address, including Youth Development / Youth Prevention and Intervention.

In December 2023, the Recreation, Parks, and Marina (RPM) Department submitted a grant proposal to BSCC.

**STAFF REPORT:** In April 2023, BSCC officially informed the RPM Department that its submission was accepted and approved for funding. The city has been awarded \$2,294,495 over a five-year period.

The grant proposal focuses on the formation of a Suisun City Police Activities League (PAL) program for Suisun City youth and teens. The program will include a variety of activities and will combine existing PAL structure and resources with cannabis prevention and education curriculum. The project will also support a Recreation Supervisor to oversee the project and a School Resource officer that will participate in school intervention efforts and will focus on mentoring, counseling, building relationships with youth, and acting as an extension of the program.

The program addresses the lack of programming for city middle school and high school youth and does so in a distinctive way. The Suisun City PAL program is intended to give teens the chance to mature, gain valuable leadership and life skills, participate in unique enrichment and recreation opportunities, and set themselves up for lifelong success.

**STAFF RECOMMENDATION:** It is recommended that City Council adopt Resolution No. 2023-: Authorizing the City Manager or Deputy City Manager to Submit a Proposal for the Proposition 64

Public Health and Safety Grant Program and Sign a Grant Agreement with the California Board of State and Community Corrections.

#### **DOCUMENTS ATTACHED:**

1. Resolution No. 2023-\_\_\_: Authorizing the City Manager or Deputy City Manager to Submit a Proposal for the Proposition 64 Public Health and Safety Grant Program and Sign a Grant Agreement with the California Board of State and Community Corrections

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

#### **ATTACHMENTS:**

1 Resolution Approving Proposal and Sign Grant Agreement for Prop 64 Public Health and Safety Grant.doc.pdf

# 

# **RESOLUTION NO. 2023-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, AUTHORIZING THE CITY MANAGER OR DEPUTY CITY MANAGER TO SUBMIT A PROPOSAL FOR THE PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM AND SIGN A GRANT AGREEMENT WITH THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS

**WHEREAS**, the City of Suisun City desires to participate in the Proposition 64 Public Health and Safety Grant Program funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC); and

**WHEREAS,** the Proposition 64 Public Health and Safety Grant Program is only open to local government agencies that have not banned both indoor and outdoor commercial cannabis cultivation or retail sale of marijuana or marijuana products, making the City of Suisun City eligible; and

**WHEREAS,** the intent of the grant program is to fund projects that assist with law enforcement efforts, fire prevention efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate, and Tax Adult Use of Marijuana Act; and

**WHEREAS,** BSCC has outlined Project Purpose Areas that each project must address, including Youth Development / Youth Prevention and Intervention; and

**WHEREAS**, the City has been awarded a Proposition 64 grant to start a Police Activities League over a five year span that addresses an area of program need for youth and addresses the intent of the Proposition 64 Public Health and Safety Grant program.

**NOW, THEREFORE, BE IT RESOLVED,** The City Council authorizes the City Manager or Deputy City Manager on behalf of the City of Suisun City to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

**BE IT FURTHER RESOLVED,** that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

**BE IT FURTHER RESOLVED**, that the City of Suisun City agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

1	<b>PASSED AND ADOPTED</b> at a regular meeting of the City Council of the City o Suisun City duly held on Tuesday, the 23 <sup>rd</sup> day of May 2023, by the following vote:		
2	Suisuii City du	ry neid on Tuesday, inc	e 23 day of May 2023, by the following vote.
3	AYES:	Councilmembers:	
4	NOES: ABSENT:	Councilmembers: Councilmembers:	
5	ABSTAIN:	Councilmembers:	
6	WITN	ESS my hand and the	seal of said City this 23 <sup>rd</sup> day of May 2023.
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8			Anita Skinner City Clerk
9			City Clork
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#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2023-\_\_\_: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Employees' Association Effective July 1, 2021 through June 30, 2023 to Amend MOU Provisions Pertaining Compensation.

**FISCAL IMPACT:** The additional cost resulting from this MOU amendment 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 Employees' Association (SCEA), effective July 1, 2021 through June 30, 2023 (SCEA MOU 2021-23) with the adoption of Resolution No. 2021-82.

On April 5, 2022, the City Council approved a First Amendment to the SCEA MOU 2021-23 with the adoption of Resolution No. 2022-52.

**STAFF REPORT:** The City and SCEA'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 further modifications to the SCEA MOU 2021-23. The proposed modifications pertain to compensation and are memorialized in the Second Amendment to the SCEA 2021-23 (attached as Exhibit "A" to the proposed resolution). These proposed modifications have been ratified by SCEA membership.

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

- End the temporary additional pay of \$2 per hour for miscellaneous employees.
- Provide base wage increases of \$2 per hour for miscellaneous employees.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023—— - Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Employees' Association (SCEA) Effective July 1, 2021 through June 30, 2023 to Amend MOU provisions pertaining Compensation.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_\_: Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Employees' Association (SCEA) Effective July 1, 2021 through June 30, 2023 to Amend MOU Provisions Pertaining to Compensation
  - a. Amendment No. 2 to the SCEA MOU 2021-23

PREPARED BY:

REVIEWED BY:

Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

# **ATTACHMENTS:**

1 Resolution Approving SCEA MOU 2021-23 Second Amendment.pdf

a Amendment No. 2 to the SCEA MOU 2021-23.pdf

1 **RESOLUTION NO. 2023-\_\_** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY 2 APPROVING A SECOND AMENDMENT TO THE MEMORANDUM OF 3 UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY EMPLOYEES' ASSOCIATION (SCEA) EFFECTIVE JULY 1, 2021 4 THROUGH JUNE 30, 2023 TO AMEND MOU PROVISIONS PERTAINING TO COMPENSATION 5 WHEREAS, on August 17, 2021, the City Council approved the Memorandum of 6 Understanding between the City of Suisun City (City) and the Suisun City Employees' Association 7 (SCEA), effective July 1, 2021 through June 30, 2023 (SCEA MOU 2021-23) with the adoption of Resolution No. 2021-82; and 8 WHEREAS, on April 5, 2022, the City Council approved a First Amendment to the SCEA 9 MOU 2021-23 with the adoption of resolution No. 2022-52; and 10 WHEREAS, the City and SCEA's authorized labor relations representatives met and 11 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 SCEA 12 MOU 2021-23 pertaining to compensation; and 13 WHEREAS, the foregoing proposed modifications to the SCEA MOU 2021-2023 have been ratified by SCEA membership; and 14 WHEREAS, the City Council now desires to accept, approve, and adopt the Second 15 Amendment to the SCEA MOU 2021-23 (attached hereto as Exhibit "A"); and 16 WHEREAS, any additional costs of the Second Amendment to the SCEA MOU 2021-23 17 will not require additional budget appropriations for this fiscal year. 18 **NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Suisun City as follows: 19 Section 1. The recitals set forth above are true and correct and incorporated herein by 20 this reference. 21 Section 2. The Second Amendment to the SCEA MOU 2021-23, attached hereto as 22 Exhibit "A," is hereby accepted, approved, and adopted. 23 Section 3. Effective Date. This Resolution is effective May 26, 2023. 24 25 26 27

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1 2		<b>D ADOPTED</b> at a Regular Meeting of said City Council of the City of Suisun City duly ay, the 23rd day of May 2023, by the following vote:
3 4 5	AYES: NOES: ABSENT: ABSTAIN:	Councilmembers: Councilmembers: Councilmembers: Councilmembers:
6	WITN	NESS my hand and the seal of said City this 23rd day of May 2023.
7		A '. 01'
8		Anita Skinner City Clerk
9		
10	Exhibit A:	Second Amendment to the SCEA MOU 2021-23
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## Exhibit A Amendment No. 2 to the SCEA MOU 2021-23 Resolution No. 2023-\_\_ Adopted May 23, 2023

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

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

#### RECITALS:

WHEREAS, on August 17, 2021, the City Council approved the SCEA MOU 2021-23 with the adoption of Resolution No. 2021-82;

WHEREAS, on April 5, 2022, the City Council approved the First Amendment to the SCEA MOU 2021-23 with the adoption of Resolution No. 2022-52;

WHEREAS, the City and SCEA'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 corrections and modifications to the SCEA MOU 2021-23;

WHEREAS, the City and SCEA now desire to further amend the SCEA MOU 2021-23 to modify salary compensation provisions of the SCEA MOU 2021-23, which modified terms were ratified by the SCEA membership and then signed by the authorized representatives parties.

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

Article VII of the SCEA MOU 2021-23, entitled "Salaries," shall be amended to read as follows (deletions in strikethrough; additions in **bold italics**):

- 1. <u>Salaries</u>. Assuming allowable funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City shall provide a premium pay to all bargaining unit employees as follows:
- A. <u>Miscellaneous</u>. The City will provide a \$2.00 per hour non-pensionable premium pay on top of the base pay rate for all represented miscellaneous job classes (except Dispatch classifications) *up through and until May 25, 2023*.
- B. <u>Dispatch Classifications</u>. The City will provide a \$4.00 per hour non-pensionable premium pay on top of the base pay rate for all represented dispatch job classes *up through* and until May 25, 2023.
- C. Premium increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council

meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.

- D. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.
- E. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.
- F. <u>Miscellaneous</u>. Effective May 26, 2023, the City will provide base hourly wage increases of \$2 per hour to the wage range for all represented miscellaneous job classes (except Dispatch classifications) and base hourly wage increases of \$2 per hour to the employee's position within that range for the following represented miscellaneous job classes:

Account Clerk I
Administrative Assistant II
Building Maintenance Worker I
Code Enforcement Officer II
Community Services Officer I
Computer Technician
Maintenance Worker I
Maintenance Worker II
Police Evidence and Property Technician II

- G. The City's base wage increases provided herein to the employee's position within the range will decrease the differential between steps to less than 5% as identified in the new alpha numerical salary ranges established for these classifications. The alpha salary range will be eliminated once all affected employees in the alpha numeric range reach top step, or through attrition, whichever comes first. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range once they reach the top step.
- H. New hires starting May 26, 2023 or later, in the classifications affected by the additional hourly wage increases will be hired into the base numerical range for that classification which maintains a 5% differential between each step in the range.
- I. <u>Dispatch</u>. Base hourly wage adjustments for all dispatch classes previously represented by SCEA will be addressed in the Second Amendment of the Police Officers' Association (POA) MOU 2021-23 given the change in representation of Dispatchers from SCEA to SCPOA effective August 31, 2021.

The representatives of the City and of the SCEA have jointly prepared this Second Amendment to the SCEA 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

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

this Second Amendment to the SCEA MOU 2021-23, all other provisions of the SCEA MOU 2021-23 and the First Amendment of the SCEA MOU 2021-23 shall remain in full force and effect. The parties also knowledge that this Second Amendment to the SCEA 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 SCEA and entered into as of this 21st day of April 2023.

#### IT IS SO AGREED:

For The City:

Gregory Folsom City Manager

Christina Penland Human Resources Administrator

Kris Lofthus Deputy City Manager For SCEA:

Marcos Zepeda, SEIU Local 1021

Field Representative

John Bryan, SCEA President

Jeramy Samo, SCEA Vice President

Michelle Zumoo, Bargaining Team Member

Approved as to form Aleshire & Wynder, LLP

Elena Q. Gerli, City Attorney

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-\_\_\_ - Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management & Professional Employees' Association (SCMPEA) Effective July 1, 2021 through June 30, 2023 to Amend MOU Provisions Pertaining to Compensation.

**FISCAL IMPACT:** The additional cost resulting from this MOU amendment 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.

On November 1, 2022, the City Council approved a Second Amendment to the SCMPEA MOU 2021-23 with the adoption of Resolution No. 2022-139.

**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 further modifications to the SCMPEA MOU 2021-23. The proposed modifications pertain to compensation and are memorialized in the Third 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 Third Amendment would do the following if approved by the City Council:

- End the temporary additional pay of \$2 per hour for miscellaneous employees (except for Dispatch), end the \$4 per hour temporary additional pay for Dispatch employees, and end the \$6 per hour temporary additional pay for police and fire safety employees.
- Provide base wage increases of \$2 per hour for miscellaneous employees (except for Dispatch), \$4 per hour for Dispatch employees, and \$6 per hour for police and fire safety employees.

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2023—Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management & Professional Employees' Association (SCMPEA) Effective July 1, 2021 through June 30, 2023 to Amend MOU provisions pertaining Compensation.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_\_\_: Approving a Third Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Management & Professional Employees' Association (SCMPEA) Effective July 1, 2021 through June 30, 2023 to Amend MOU Provisions Pertaining to Compensation
  - a. Amendment No. 3 to the SCMPEA MOU 2021-23

PREPARED BY: Christina Penland, Human Resources Administrator REVIEWED BY: Greg Folsom, City Manager APPROVED BY: Greg Folsom, City Manager

#### **ATTACHMENTS:**

1 Resolution Approving SCMPEA MOU 2021-23 Third Amendment.pdf

a Amendment No. 3 to the SCMPEA MOU 2021-23.pdf

1 **RESOLUTION NO. 2023-**2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A THIRD AMENDMENT TO THE MEMORANDUM OF 3 UNDERSTANDING (MOU) BETWEEN THE CITY OF SUISUN CITY AND THE SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION 4 (SCMPEA) EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2023 TO AMEND MOU PROVISIONS PERTAINING TO COMPENSATION 5 WHEREAS, on August 17, 2021, the City Council approved the Memorandum of 6 Understanding between the City of Suisun City (City) and the Suisun City Management & 7 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 8 WHEREAS, on April 5, 2022, the City Council approved a First Amendment to the 9 SCMPEA MOU 2021-23 with the adoption of resolution No. 2022-53; and 10 WHEREAS, on November 1, 2022, the City Council approved a Second Amendment to the 11 SCMPEA MOU 2021-23 with the adoption of resolution No. 2022-139; and 12 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 13 (MMBA)(Gov't Code Sections 3500-3511) regarding certain proposed modifications in the SCMPEA MOU 2021-23 pertaining to compensation; and 14 WHEREAS, the foregoing proposed modifications to the SCMPEA MOU 2021-2023 have 15 been ratified by SCMPEA membership; and 16 WHEREAS, the City Council now desires to accept, approve, and adopt the Third 17 Amendment to the SCMPEA MOU 2021-23 (attached hereto as Exhibit "A"); and 18 WHEREAS, any additional costs of the Third Amendment to the SCMPEA MOU 2021-23 will not require additional budget appropriations for this fiscal year. 19 **NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Suisun City 20 as follows: 21 Section 1. The recitals set forth above are true and correct and incorporated herein by 22 this reference. 23 Section 2. The Third Amendment to the SCMPEA MOU 2021-23, attached hereto as Exhibit "A," is hereby accepted, approved, and adopted. 24 Section 3. Effective Date. This Resolution is effective May 26, 2023. 25 26

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1 2		<b>D ADOPTED</b> at a Regular Meeting of said City Council of the City of Suisun City duly ay, the 23rd day of May 2023, by the following vote:
3 4 5	AYES: NOES: ABSENT: ABSTAIN:	Councilmembers: Councilmembers: Councilmembers: Councilmembers:
6	WITN	NESS my hand and the seal of said City this 23rd day of May 2023.
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10	Exhibit A:	Third Amendment to the SCMPEA MOU 2021-23
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## Exhibit A Amendment No. 3 to the SCMPEA MOU 2021-23 Resolution No. 2023-\_\_ Adopted May 23, 2023

# THIRD 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

This Third 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, on November 1, 2022, the City Council approved the Second Amendment to the SCMPEA MOU 2021-23 with the adoption of Resolution No. 2022-139;

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 further amend the SCMPEA MOU 2021-23 to modify salary compensation provisions of the SCMPEA MOU 2021-23, which modified terms were ratified by the SCMPEA membership and then signed by the authorized representatives parties.

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

Article VII, Section 1 of the SCMPEA MOU 2021-23, entitled "Salaries," shall be amended to read as follows (deletions in strikethrough; additions in **bold italics**):

- 1. <u>Salaries</u>. Assuming funding pursuant to the American Rescue Plan Act of 2021 (which guidelines have only recently been published) as a condition precedent, the City proposes to provide additional pay to all bargaining unit employees as follows:
- A. <u>Miscellaneous</u>. The City will provide a \$2.00 per hour non-pensionable additional pay on top of the base pay rate for all represented miscellaneous job classes (except the Police Support Services Manager) *up through and until May 25, 2023*.
- B. <u>Police Support Services Manager</u>. The City will provide a \$4.00 per hour non-pensionable additional pay on top of the base pay rate *up through and until May 25, 2023*.

- C. <u>Police and Fire</u>. The City will provide a \$6.00 per hour non-pensionable additional pay on top of the base pay rate for all represented safety job classes *up through and until May 25, 2023*.
- D. Additional pay increases will be effective retroactively to July 1, 2021, if the Tentative Agreement is ratified and signed by Union at least one day prior to the City Council meeting scheduled for July 6, 2021. Alternatively, the premium increase will be effective the first full pay period after City Council adoption of the Tentative Agreement.
- E. Payments will be made on a bi-weekly basis. All the hourly increases authorized herein will sunset June 30, 2023.
- F. The previously provided Critical Staffing Retention and Recruiting Pay sunset/expired on June 30, 2021 and shall not be included in this successor MOU.
- G. <u>Miscellaneous</u>. Effective May 26, 2023, the City will provide base hourly wage increases of \$2 per hour to the wage range for all represented miscellaneous job classes (except Dispatch classifications) and base hourly wage increases of \$2 per hour to the employee's position within that range for the following represented miscellaneous job classes:

Principal Planner
Public Works Superintendent

- H. <u>Dispatch</u>. Effective May 26, 2023, the City will provide base hourly wage increases of \$4 per hour to the wage range for all represented Dispatch job classes and base hourly wage increases of \$4 per hour to the employee's position within that range for the Police Support Services Manager classification.
- I. <u>Police and Fire</u>. Effective May 26, 2023, the City will provide base hourly wage increases of \$6 per hour to the wage range for all represented safety job classes and base hourly wage increases of \$6 per hour to the employee's position within that range for the following represented fire safety job classes:

Deputy Fire Chief Division Fire Chief

J. The City's base wage increases provided herein to the employee's position within the range will decrease the differential between steps to less than 5% as identified in the new alpha numerical salary ranges established for these classifications. The alpha salary range will be eliminated once all affected employees in the alpha numeric range reach top step, or through attrition, whichever comes first. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range once they reach the top step.

THIRD 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

K. New hires starting May 26, 2023 or later, in the classifications affected by the additional hourly wage increases will be hired into the base numerical range for that classification which maintains a 5% differential between each step in the range.

The representatives of the City and of the SCMPEA have jointly prepared this Third 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 Third Amendment to the SCMPEA MOU 2021-23, all other provisions of the SCMPEA MOU 2021-23, the First Amendment of the SCMPEA MOU 2021-23 and the Second Amendment of the SCMPEA MOU 2021-23 shall remain in full force and effect. The parties also acknowledge that this Third 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 Third Amendment is hereby executed by the authorized representatives of the City and the SCMPEA and entered into as of this 24th day of April 2023.

#### IT IS SO AGREED:

For The City:	For SCMPEA:
	Mary La Plante Mary La Plante (May 2, 7023 1935) FDT)
Gregory Folsom	Mary LaPlante, Managing Labor Representative
City Manager	City Employee Associates
	Dan to
Christina Penland	Daniel Healy, SCMPEA President
Human Resources Administrator	
Kris Lofthus Deputy City Manager	John Kearns, SCMPEA Vice President  Amber Kent, SCMPEA Secretary
Approved as to form Aleshire & Wynder, LLP	
ZeoOl:	
Elena Q. Gerli, City Attorney	

## Third Amendment MOU SCMPEA

Final Audit Report

2023-05-02

Created:

2023-05-02

By:

Dan Healy (dhealy@suisun.com)

Status:

Signed

Transaction ID:

CBJCHBCAABAAlgUXqJz17lw0jEKBmlvT4720hm-1wrUH

### "Third Amendment MOU SCMPEA" History

- Document created by Dan Healy (dhealy@suisun.com) 2023-05-02 0:09:54 AM GMT- IP address: 50.204.66.138
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- Signer mlaplante@cityemployees.net entered name at signing as Mary La Plante 2023-05-02 4:51:25 PM GMT- IP address: 199,247.116,78
- Document e-signed by Mary La Plante (mlaplante@cityemployees.net)

  Signature Date: 2023-05-02 4:51:27 PM GMT Time Source: server- IP address: 199,247.116.78
- Agreement completed. 2023-05-02 - 4:51:27 PM GMT



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#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-\_\_ Amending the Citywide Salary Schedule to Implement the Second Amendment to the Suisun City Employees' Association (SCEA) MOU 2021-23 and the Third Amendment to the Suisun City Management and Professional Employees' Association (SCMPEA) MOU 2021-23.

**FISCAL IMPACT:** As discussed in the staff report, the additional cost for authorizing the resolutions for the second amendment to the SCEA MOU and the third amendment to the SCMPEA MOU, brought before Council on this day, May 23, 2023, can be absorbed in the current fiscal year budget.

STRATEGIC PLAN: Provide Good Governance

**BACKGROUND:** Under separate resolutions, the City Council has accepted, approved and adopted the Second Amendment of the SCEA MOU 2021-23 and the Third Amendment of the SCMPEA MOU 2021-23 ending the temporary hourly wage increases that were scheduled to sunset June 30, 2023 and providing base wage increases effective May 26, 2023.

**STAFF REPORT:** The Citywide Salary Schedule is now being amended to implement the base wage increases, of the Second Amendment of the SCEA MOU 2021-23 and the Third Amendment of the SCMPEA MOU 2021-23 as follows:

- Provide base wage increases of \$2 per hour for miscellaneous unrepresented classifications,
- Provide base wage increases of \$4 per hour for Dispatch employees, and
- Provide base wage increases of \$6 per hour for Police and Fire safety employees.

The City's base wage increases provided herein to the employee's position within the range for employees situated between Step A through Step D, will decrease the differential between steps to less than 5% as identified in the new alpha numerical salary ranges established for these classifications.

The alpha salary range will be eliminated once all affected employees in the alpha numeric range reach top step, or through attrition, whichever comes first. The affected employees in the alpha numeric ranges will be transitioned to the base numerical range once they reach the top step.

New hires starting May 26, 2023 or later, in the classifications affected by the additional hourly wage increases will be hired into the base numerical range for that classification which maintains a 5% differential between each step in the range.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023—: Amending the Citywide Salary Schedule to Implement the Second Amendment to the Suisun City Employees' Association (SCEA) MOU 2021-23 and the Third Amendment to the Suisun City Management and Professional Employees' Association (SCMPEA) MOU 2021-23.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution No. 2023-\_\_\_: Amending the Citywide Salary Schedule to Implement the Second Amendment to the Suisun City Employees' Association (SCEA) MOU 2021-23 and the Third Amendment to the Suisun City Management and Professional Employees' Association (SCMPEA) MOU 2021-23.
  - a. Citywide Salary Schedule

PREPARED BY: Christina Penland, Human Resources Administrator REVIEWED BY: Greg Folsom, City Manager APPROVED BY: Greg Folsom, City Manager

#### **ATTACHMENTS:**

1 Resolution Amending the Citywide Salary Schedule to Implement SCEA MOU and SCMPEA MOU Amendments.pdf

a Citywide Salary Schedule.pdf

#### **RESOLUTION NO. 2023-\_\_** 1 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AMENDING THE CITYWIDE SALARY SCHEDULE TO IMPLEMENT THE 3 SECOND AMENDMENT TO THE SUISUN CITY EMPLOYEES' ASSOCIATION 4 (SCEA) MOU 2021-23 AND THE THIRD AMENDMENT TO THE SUISUN CITY MANAGEMENT AND PROFESSIONAL EMPLOYEES' ASSOCIATION (SCMPEA) 5 MOU 2021-23. 6 WHEREAS, on May 2, 2023, the City Council approved the current Salary Schedule with 7 the adoption of Resolution No. 2023-45 implementing the Second Amendment to the Suisun City 8 Police Officers' Association (SCPOA) MOU 2021-23, the First Amendment to the Suisun City Professional Firefighters' Association (SCPFA) MOU 2022-23 and the Amended and Restated 9 Schedule of Benefits for Unrepresented Employees; and 10 WHEREAS, the City and authorized labor relations representatives for the Suisun City 11 Employees' Association and the Suisun City Management and Professional Employees' Association met and conferred in good faith pursuant to the requirements of the Meyers-Milias-12 Brown Act (MMBA)(Gov't Code Sections 3500-3511) regarding certain proposed modifications in the MOUs pertaining to compensation resulting in the Second Amendment to 13 the SCEA MOU 2021-23 and the Third Amendment to the SCMPEA MOU 2021-23; and 14 NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun 15 City hereby adopts Resolution No. 2023-\_\_\_\_: Amending the Citywide Salary Schedule to implement the Second Amendment to the Suisun City Employees' Association (SCEA) MOU 16 2021-23, the Third Amendment to the Suisun City Management and Professional Employees' 17 Association (SCMPEA) MOU 2021-23 and the Amended and Restated Schedule of Benefits for Unrepresented Employees. 18 PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of 19 Suisun City duly held on Tuesday, the 23rd day of May 2023, by the following vote: 20 **AYES:** Council Members: 21 NOES: Council Members: ABSENT: Council Members: 22 **ABSTAIN:** Council Members: 23 WITNESS my hand and the seal of said City this 23rd day of May 2023. 24 25

Anita Skinner City Clerk

Attachments: Citywide Salary Schedule

Resolution No. 2023-\_\_ Adopted May 23, 2023

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5/23/2023

				Hourly			Monthly Average	Average			
Job Class	Range	۷	В	J	D	Е	Starting	Ending	Effective Date B.U.	B.U.	FLSA
Account Clerk I	200	\$20.19	\$21.20	\$22.26	\$23.37	\$24.54	\$3,499	\$4,253	05/26/23	SCEA	
Account Clerk I	A01	\$20.54	\$21.47	\$22.44	\$23.46	\$24.54	\$3,561	\$4,253	05/26/23	SCEA	
Account Clerk II*	501	\$22.04	\$23.15	\$24.30	\$25.52	\$26.80	\$3,821	\$4,645	05/26/23	SCEA	
Account Clerk III	503	\$24.08	\$25.28	\$26.55	\$27.88	\$29.27	\$4,174	\$5,073	05/26/23	SCEA	
Accountant*	235	\$35.68	\$37.46	\$39.33	\$41.30	\$43.37	\$6,184	\$7,517	05/26/23	SCMPEA	Exempt
Accounting Services Manager	270	\$44.84	\$47.08	\$49.43	\$51.90	\$54.50	\$7,772	\$9,447	05/26/23	SCMPEA	Exempt
Accounting Technician	208	\$26.68	\$28.02	\$29.42	\$30.89	\$32.43	\$4,625	\$5,622	05/26/23	SCEA	
Administrative Assistant I	510	\$25.73	\$27.01	\$28.37	\$29.78	\$31.27	\$4,460	\$5,421	05/26/23	SCEA	
Administrative Assistant II*	260	\$27.43	\$28.80	\$30.24	\$31.75	\$33.34	\$4,754	\$5,779	05/26/23	SCEA	
Administrative Assistant II	A03	\$27.78	\$29.07	\$30.42	\$31.85	\$33.34	\$4,816	\$5,779	05/26/23	SCEA	
Assistant Engineer	220	\$40.91	\$42.95	\$45.10	\$47.36	\$49.72	\$7,091	\$8,619	05/26/23	SCMPEA	Exempt
Assistant Planner	235	\$35.68	\$37.46	\$39.33	\$41.30	\$43.37	\$6,184	\$7,517	05/26/23	SCMPEA	Exempt
Associate Engineer*	270	\$44.84	\$47.08	\$49.43	\$51.90	\$54.50	\$7,772	\$9,447	05/26/23	SCMPEA	Exempt
Associate Planner*	236	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	05/26/23	SCMPEA	Exempt
Background Investigator	955	1	1		1	\$49.92	•		12/24/21	Temp/PT	
Battalion Chief (2912 annual hours)	232	\$38.11	\$40.02	\$42.02	\$44.12	\$46.33	\$9,497	\$11,543	05/12/23	Unrep	Exempt
Building Inspection Services Manager*	270	\$44.84	\$47.08	\$49.43	\$51.90	\$54.50	\$7,772	\$9,447	05/26/23	SCMPEA	Exempt
Building Inspector I	520	\$30.58	\$32.10	\$33.71	\$35.40	\$37.16	\$5,300	\$6,442	05/26/23	SCEA	
Building Inspector II*	521	\$33.46	\$35.13	\$36.89	\$38.73	\$40.67	\$5,799	\$7,049	05/26/23	SCEA	
Building Maintenance Worker I	292	\$22.99	\$24.14	\$25.35	\$26.62	\$27.95	\$3,986	\$4,844	05/26/23	SCEA	
Building Maintenance Worker I	A04	\$23.35	\$24.42	\$25.54	\$26.71	\$27.95	\$4,047	\$4,844	05/26/23	SCEA	
Building Maintenance Worker II*	995	\$25.13	\$26.38	\$27.70	\$29.09	\$30.54	\$4,355	\$5,294	05/26/23	SCEA	
Chief Building Official*	267	\$55.66	\$58.45	\$61.37	\$64.44	\$67.66	\$9,648	\$11,728	05/12/23	Unrep	Exempt
City Engineer*	267	\$55.66	\$58.45	\$61.37	\$64.44	\$67.66	\$9,648	\$11,728	05/26/23	SCMPEA	Exempt
City Manager**	100	ı	ı	ı	1	\$128.17		\$22,217	05/12/23	Unrep	Exempt
Code Enforcement Officer I	260	\$27.43	\$28.80	\$30.24	\$31.75	\$33.34	\$4,754	\$5,779	05/26/23	SCEA	
Code Enforcement Officer II*	561	\$28.71	\$30.14	\$31.65	\$33.23	\$34.90	\$4,976	\$6,048	05/26/23	SCEA	
Code Enforcement Officer II	A05	\$29.06	\$30.42	\$31.84	\$33.33	\$34.90	\$2,038	\$6,048	05/26/23	SCEA	
Community Services Officer I	535	\$22.77	\$23.91	\$25.10	\$26.36	\$27.68	\$3,947	\$4,797	05/26/23	SCEA	
Community Services Officer I	A06	\$23.12	\$24.18	\$25.29	\$26.45	\$27.68	\$4,008	\$4,797	05/26/23	SCEA	
Community Services Officer II*	236	\$24.89	\$26.14	\$27.44	\$28.82	\$30.26	\$4,315	\$5,244	05/26/23	SCEA	
Computer Systems Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18	•	•	12/24/21	Temp/PT	
Computer Technician*	545	\$35.09	\$36.84	\$38.68	\$40.62	\$42.65	\$6,082	\$7,392	05/26/23	SCEA	
Computer Technician	A07	\$35.44	\$37.11	\$38.87	\$40.71	\$42.65	\$6,143	\$7,392	05/26/23	SCEA	
Deputy Fire Chief	255	\$61.67	\$64.76	\$67.99	\$71.39	\$74.96	\$10,690	\$12,994	05/26/23	SCMPEA	Exempt
Deputy Fire Chief	A08	\$62.74	\$65.57	\$68.55	\$71.68	\$74.96	\$10,874	\$12,994	05/26/23	SCMPEA	Exempt
Development Services Director*	140	\$64.04	\$67.25	\$70.61	\$74.14	\$77.84	\$11,101	\$13,493	05/12/23	Unrep	Exempt
Dispatch/Records Supervisor*	223	\$35.22	\$36.98	\$38.83	\$40.77	\$42.81	\$6,105	\$7,421	05/26/23	SCMPEA	Exempt
Division Fire Chief	237	\$54.31	\$57.03	\$29.88	\$62.87	\$66.02	\$9,414	\$11,443	05/26/23	SCMPEA	Exempt

<sup>(</sup>C) Denotes Confidential Class
\* Denotes Benchmark Class
\*\* City Manager's Salary is set by Contract

				1			.1444				
Job Class	Range	4	8	C	٥	В	Starting	Montmly Average	Effective Date B.U.		FLSA
Division Fire Chief	A09	\$55.38	\$57.84	\$60.44	\$63.16	\$66.02	\$9.598	\$11.443	05/26/23	SCMPFA	Fxempt
Economic Development Consultant	926	)	· ) ) )	· · · ·	) 	\$65.00		)	12/24/21	_	
Finance Director*	140	\$64.04	\$67.25	\$70,61	\$74.14	\$77.84	\$11.101	\$13,493	05/12/23		Exempt
Financial Services Manager	225	\$46,65	\$48.98	\$51.43	\$54.00	\$56.70	\$8.086	\$9.828	05/26/23	⋖	Exempt
Financial Services Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18	1	. '	12/24/21		_
Fire Captain (2,912 annual hours)	A10	\$34.85	\$36.29	\$37.81	\$39.40	\$41.07	\$8,683	\$10,233	05/12/23	IAFF	
Fire Captain* (2,912 annual hours)	202	\$33.79	\$35.48	\$37.25	\$39.11	\$41.07	\$8,418	\$10,233	05/12/23	IAFF	
Fire Chief*	110	\$75.86	\$79.65	\$83.63	\$87.81	\$92.20	\$13,148	\$15,982	05/12/23	Unrep	Exempt
Fire Engineer (2912 annual hours)	A11	\$32.45	\$33.77	\$35.16	\$36.62	\$38.15	\$8,085	\$9,505	05/12/23	IAFF	
Fire Engineer* (2912 annual hours)	203	\$31.38	\$32.95	\$34.60	\$36.33	\$38.15	\$7,820	\$9,505	05/12/23	IAFF	
Fire Marshal*	237	\$54.31	\$57.03	\$29.88	\$62.87	\$66.02	\$9,414	\$11,443	05/26/23	SCMPEA	Exempt
Firefighter	910	\$19.70	\$20.69	\$21.72	\$22.81	\$23.95	ı	1	12/24/21	Temp/PT	
Fleet Mechanic*	525	\$26.29	\$27.61	\$28.99	\$30.44	\$31.96	\$4,558	\$5,540	05/26/23	SCEA	
Housing Programs Manager*	230	\$46.28	\$48.59	\$51.02	\$53.57	\$56.25	\$8,021	\$9,750	05/26/23	SCMPEA	Exempt
Housing Specialist I	260	\$27.43	\$28.80	\$30.24	\$31.75	\$33.34	\$4,754	\$5,779	05/26/23	SCEA	
Housing Specialist II*	561	\$28.71	\$30.14	\$31.65	\$33.23	\$34.90	\$4,976	\$6,048	05/26/23	SCEA	
Human Resources Administrator*	242	\$51.78	\$54.36	\$57.08	\$59.94	\$62.93	\$8,974	\$10,909	05/12/23	Unrep	Exempt
Human Resources Technician (C)	519	\$30.01	\$31.51	\$33.09	\$34.74	\$36.48	\$5,202	\$6,323	05/26/23	SCEA	
IT Services Manager	270	\$44.84	\$47.08	\$49.43	\$51.90	\$54.50	\$7,772	\$9,447	05/26/23	SCMPEA	Exempt
Maintenance Worker I	265	\$22.99	\$24.14	\$25.35	\$26.62	\$27.95	\$3,986	\$4,844	05/26/23	SCEA	
Maintenance Worker I	A12	\$23.35	\$24.42	\$25.54	\$26.71	\$27.95	\$4,047	\$4,844	05/26/23	SCEA	
Maintenance Worker II*	266	\$25.13	\$26.38	\$27.70	\$29.09	\$30.54	\$4,355	\$5,294	05/26/23	SCEA	
Maintenance Worker II	A13	\$25.48	\$26.66	\$27.89	\$29.18	\$30.54	\$4,417	\$5,294	05/26/23	SCEA	
Management Analyst I	235	\$35.68	\$37.46	\$39.33	\$41.30	\$43.37	\$6,184	\$7,517	05/26/23		Exempt
Management Analyst II*	236	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	05/26/23		Exempt
Marina & Waterfront Events Manager	236	\$39.09	\$41.04	\$43.09	\$45.25	\$47.51	\$6,775	\$8,235	05/26/23		Exempt
Marketing Manager	245	\$35.82	\$37.61	\$39.49	\$41.47	\$43.54	\$6,209	\$7,547	05/26/23	ΕĄ	Exempt
Office Assistant	509	\$21.79	\$22.88	\$24.03	\$25.23	\$26.49	\$3,778	\$4,592	05/26/23	SCEA	
Permit Technician	519	\$30.01	\$31.51	\$33.09	\$34.74	\$36.48	\$5,202	\$6,323	05/26/23	SCEA	
Planning Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18	1	1	12/24/21	Temp/PT	
Police Chief*	110	\$75.86	\$79.65	\$83.63	\$87.81	\$92.20	\$13,148	\$15,982	05/12/23		Exempt
Police Commander	255	\$61.67	\$64.76	\$67.99	\$71.39	\$74.96	\$10,690	\$12,994	05/26/23	ΕA	Exempt
Police Evidence and Property Technician I	535	\$22.77	\$23.91	\$25.10	\$26.36	\$27.68	\$3,947	\$4,797	05/26/23	SCEA	
Police Evidence and Property Technician II*	536	\$24.89	\$26.14	\$27.44	\$28.82	\$30.26	\$4,315	\$5,244	05/26/23	SCEA	
Police Evidence and Property Technician II	A15	\$25.25	\$26.41	\$27.63	\$28.91	\$30.26	\$4,376	\$5,244	05/26/23	SCEA	
Police Officer Trainee	906	1	ı	ı	\$28.63	\$30.06	1		12/24/21	Temp/PT	
Police Officer	A22	\$39.22	\$40.88	\$42.62	\$44.46	\$46.38	\$6,798	\$8,039	05/12/23	SCPOA	
Police Officer*	400	\$38.16	\$40.06	\$42.07	\$44.17	\$46.38	\$6,614	\$8,039	05/12/23	SCPOA	
Police Sergeant	A23	\$49.64	\$51.83	\$54.12	\$56.52	\$59.05	\$8,605	\$10,235	05/12/23	SCPOA	
Police Sergeant*	450	\$48.58	\$51.01	\$53.56	\$56.24	\$59.05	\$8,420	\$10,235	05/12/23	SCPOA	
Police Support Services Manager*	270	\$46.48	\$48.81	\$51.25	\$53.81	\$56.50	\$8,057	\$9,793	05/26/23		Exempt
Police Support Services Manager	A16	\$47.19	\$49.35	\$51.62	\$54.00	\$56.50	\$8,180	\$9,793	05/26/23		Exempt
Principal Planner	566	\$51.06	\$53.62	\$56.30	\$59.11	\$62.07	\$8,851	\$10,758	05/26/23	SCMPEA	Exempt
(C) Denotes Confidential Class											

<sup>(</sup>C) Denotes Confidential Class
\* Denotes Benchmark Class
\*\* City Manager's Salary is set by Contract

	•										
				Hourly			Monthly Average	Average			
Job Class	Range	А	В	С	D	Е	Starting	Ending	Effective Date B.U.		FLSA
Principal Planner	A17	\$51.42	\$53.89	\$56.48	\$59.21	\$62.07	\$8,912	\$10,758	05/26/23	SCMPEA	Exempt
Project Manager*	220	\$40.95	\$43.00	\$45.15	\$47.41	\$49.78	\$7,099	\$8,628	05/26/23	SCMPEA	Exempt
Public Safety Dispatcher I	A18	\$28.65	\$29.88	\$31.18	\$32.53	\$33.96	\$4,966	\$5,887	05/12/23	SCPOA	
Public Safety Dispatcher I	525	\$27.94	\$29.34	\$30.80	\$32.34	\$33.96	\$4,843	\$5,887	05/12/23	SCPOA	
Public Safety Dispatcher II*	526	\$29.68	\$31.16	\$32.72	\$34.36	\$36.08	\$5,145	\$6,253	05/12/23	SCPOA	
Public Works & Building Director/City Engineer*	140	\$64.04	\$67.25	\$70.61	\$74.14	\$77.84	\$11,101	\$13,493	05/12/23	0	Exempt
Public Works Inspector*	570	\$33.83	\$35.52	\$37.30	\$39.16	\$41.12	\$5,864	\$7,128	05/26/23	SCEA	
Public Works Specialist	917	\$19.07	\$20.02	\$21.02	\$22.08	\$23.18	1	1	12/24/21	Temp/PT	
Public Works Superintendent*	265	\$50.66	\$53.19	\$55.85	\$58.64	\$61.58	\$8,781	\$10,673	05/26/23		Exempt
Public Works Superintendent	A20	\$51.01	\$53.46	\$56.04	\$58.74	\$61.58	\$8,842	\$10,673	05/26/23	SCMPEA	Exempt
Public Works Supervisor*	222	\$33.42	\$35.09	\$36.85	\$38.69	\$40.63	\$5,793	\$7,042	05/26/23	SCMPEA	Exempt
Recreation Coordinator	580	\$26.78	\$28.12	\$29.52	\$31.00	\$32.55	\$4,642	\$5,642	05/26/23	SCEA	
Recreation Program Administrative Coordinator	510	\$25.73	\$27.01	\$28.37	\$29.78	\$31.27	\$4,460	\$5,421	05/26/23	SCEA	
Recreation Specialist I	935	1	1	\$16.05	\$16.85	\$17.69	1	ı	12/24/21	Temp/PT	
Recreation Specialist II	936	1	\$16.81	\$17.65	\$18.53	\$19.46	1	1	12/24/21	Temp/PT	
Recreation Specialist III	937	\$17.61	\$18.49	\$19.41	\$20.38	\$21.40	1	ı	12/24/21	Temp/PT	
Recreation Specialist Supervisor	939	\$19.37	\$20.34	\$21.36	\$22.43	\$23.55	ı	1	12/24/21	Temp/PT	
Recreation Supervisor*	241	\$29.29	\$30.76	\$32.30	\$33.91	\$35.61	\$5,077	\$6,172	05/26/23	SCMPEA	Exempt
Recreation, Parks & Marina Director*	140	\$64.04	\$67.25	\$70.61	\$74.14	\$77.84	\$11,101	\$13,493	05/12/23	Unrep	Exempt
Secretary to City Manager/Deputy City Clerk (C)*	300	\$31.49	\$33.07	\$34.72	\$36.46	\$38.28	\$5,459	\$6,635	05/26/23	SCMPEA	Exempt
Senior Account Clerk	208	\$26.68	\$28.02	\$29.42	\$30.89	\$32.43	\$4,625	\$5,622	05/26/23	SCEA	
Senior Accountant	220	\$40.95	\$43.00	\$45.15	\$47.41	\$49.78	\$7,099	\$8,628	05/26/23	SCMPEA	Exempt
Senior Associate Engineer	231	\$49.16	\$51.61	\$54.19	\$56.90	\$59.75	\$8,520	\$10,357	05/26/23	SCMPEA	Exempt
Senior Building Inspector	220	\$40.95	\$43.00	\$45.15	\$47.41	\$49.78	\$7,099	\$8,628	05/26/23	SCMPEA	Exempt
Senior Maintenance Worker	525	\$26.29	\$27.61	\$28.99	\$30.44	\$31.96	\$4,558	\$5,540	05/26/23	SCEA	
Senior Management Analyst	238	\$42.83	\$44.97	\$47.22	\$49.58	\$52.06	\$7,423	\$9,023	05/26/23	SCMPEA	Exempt
Senior Planner	238	\$42.83	\$44.97	\$47.22	\$49.58	\$52.06	\$7,423	\$9,023	05/26/23	SCMPEA	Exempt
Senior Public Safety Dispatcher	A21	\$33.03	\$34.48	\$36.00	\$37.60	\$39.28	\$5,725	\$6,809	05/12/23	SCPOA	
Senior Public Safety Dispatcher	530	\$32.32	\$33.93	\$35.63	\$37.41	\$39.28	\$5,602	\$6,809	05/12/23	SCPOA	
Youth Services Specialist	290	\$31.33	\$32.89	\$34.54	\$36.26	\$38.08	\$5,430	\$6,600	05/26/23	SCEA	

<sup>(</sup>C) Denotes Confidential Class
\* Denotes Benchmark Class
\*\* City Manager's Salary is set by Contract

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2023-\_\_\_\_: Authorizing the Chief of Police, or his designee, to Execute a Contract to Receive and Administer funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways.

**FISCAL IMPACT:** Contingent upon final approval of the budget, Suisun City will be awarded grant funds in the amount of \$43,753.00. Suisun City's match is through the contribution of boat tax revenue.

STRATEGIC PLAN: Ensure Public Safety, Provide Good Governance

**BACKGROUND:** Each year the Police Department applies for and receives grant funding from the CA Department of Boating and Waterways to cover the majority of the operation of our boating enforcement program. The Police Department has operated a boat patrol program for over 25 years.

**STAFF REPORT:** Two police sergeants and up to six police officers are assigned to the patrol boat operation. Throughout the year, the boat patrol is utilized in several events, such as boat races, Fourth of July, launch ramp inspections, harbor patrol, sinking vessels, vessel accidents, search and rescues, stranded boaters and special assistance call outs by the United States Coast Guard and the Solano County Sheriff's Department. The team participates in regional enforcement efforts sponsored by the United States Coast Guard in conjunction with surrounding counties. The team also conducts enforcement operations for the Fleet Week event in San Francisco.

During the prior completed federal fiscal year (2021/2022), the team worked approximately 583 hours towards boating safety education and enforcement. There were 216 warnings issued and 1 citation issued. There were 285 compliance inspection/checks completed. There were 2 search and rescue responses, 50 persons assisted, and 13 vessels assisted.

**STAFF RECOMMENDATION:** Council Adoption of Resolution No. 2023-\_\_\_: A Resolution of the City Council of the City of Suisun City Authorizing the Chief of Police to Execute a Contract to Receive and Administer funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution of the City Council of the City of Suisun City Authorizing the Chief of Police to Execute a Contract to Receive and Administer funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways.
- 2. Boating Safety and Enforcement Financial Aid Program Agreement.

PREPARED BY: REVIEWED BY:

Lisa Carlock, Police Sergeant Aaron Roth, Police Chief

#### **ATTACHMENTS:**

- 1 Resolution Approving Contract to Receive and Administer Funding through Boating Safety and Financial Aid Program.doc
- 2. Boating Safety and Enforcement Financial Aid Program Agreement..doc

1 RESOLUTION NO. 2023-\_\_ 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CHIEF OF POLICE, OR HIS DESIGNEE, TO EXECUTE A 3 CONTRACT TO RECEIVE AND ADMINISTER FUNDING THROUGH THE 4 BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM FROM THE CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS 5 6 WHEREAS, the City of Suisun City Police Department is eligible to participate in the 2023/2024 Boating Safety and Enforcement Financial Aid Program through the California 7 Department of Boating and Waterways; and 8 WHEREAS, the Boating Safety and Enforcement Financial Aid Program will provide funding in the amount of \$43,753.00 for the purpose of performing boating safety and 9 enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and 10 WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, the 11 City of Suisun City Police Department is required to enter into an annual contract with the California Department of Boating and Waterways in order to participate in the financial aid 12 program. 13 In addition, pursuant to Pursuant to Harbors and Navigation Code, Section 663.7 (e), 14 The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors 15 authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of 16 the amount received by the county from personal property taxes on vessels. The money 17 allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county. 18 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes 19 the Police Chief, or his designee, to execute those documents necessary to receive funding through the California Department of Boating and Waterways Boating Safety and 20 Enforcement Financial Aid Program and further authorizes the Police Chief, or his designee, 21 to administer said program. PASSED AND ADOPTED at a regular meeting of the City Council of the City of 22 Suisun City duly held on Tuesday, the 23<sup>rd</sup> day of May 2023, by the following vote: 23 AYES: Councilmembers: **NOES:** Councilmembers: 24 ABSENT: Councilmembers: 25 **ABSTAIN:** Councilmembers:

WITNESS my hand and the seal of said City this 23<sup>rd</sup> day of May 2023.

Donna Pock, CMC

Deputy City Clerk

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#### **Boating Safety and Enforcement Financial Aid Program Agreement**

This agreement entered into this 1<sup>ST</sup> day of July, 2023, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the CITY OF SUISUN, hereinafter called "Agency";

#### WITNESSETH

WHEREAS, Contingent on approval of Governor's Fiscal Year 2023-24 Budget Act, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

**WHEREAS**, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

**WHEREAS**, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

**NOW, THEREFORE**, it is mutually agreed as follows:

#### I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

#### II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

#### III. Payments

- A. <u>Maximum Amount</u>. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed <u>\$43,753.00</u> for the agreement term in full consideration of Agency's performance of the services described in this agreement.
- B. <u>Rate of Payment</u>. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. <u>Submission of Claims</u>. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a \_\_\_monthly **OR** \_X\_quarterly basis. (**Please check one**)
- D. <u>Failure to Submit Claims</u>. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

#### IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

#### V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

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**TO AGENCY** 

Ms. Joanna Andrade

City of Suisun

Department of Parks and Recreation

701 Civic Center Blvd.

Division of Boating and Waterways

Suisun City, CA 94585

715 P Street, 12<sup>th</sup> floor

Sacramento, CA 95814

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

#### VI. Term

This agreement shall be for the term beginning July 1, 2023, and ending June 30, 2024.

#### VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

#### VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

#### IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

#### X. Special Provisions

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.
- D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.
- E. Failure by the Agency to comply with the terms of this agreement may jeopardize the Agency's ability to be awarded funding in future funding opportunities offered by the Department of Parks and Recreation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By:
California Department of Parks and Recreation, Division of Boating and Waterways
Date:
"Department"
CITY OF SUISUN
By:
Title:
Date:
"Agency"

#### AGENDA TRANSMITTAL

MEETING DATE: May 23, 2023
CITY AGENDA ITEM: Council Adoption of Resolution No. 2023: Approving a Six (6) Month Waiver of the Marina Boat Slip Fee.
<b>FISCAL IMPACT:</b> Monthly boat slip fee is \$196.00 per month, so waiving this fee is a reduction of \$1,176.00 of potential revenue.
STRATEGIC PLAN: Revitalize Downtown Waterfront District; Develop Sustainable Economy.
BACKGROUND: Staff has been approached by a water-related business that would like to locate in Downtown Suisun City and store their boat at the marina docks (see Attachment 2). The company is Wombat Charters (http://www.wombat-charters.fishing/) currently operating out of Napa on the Napa River. The company is proposing to locate their 24' Skipjack boat to Suisun City and offer daytime and sunset tours down Suisun Slough to Grizzly Bay for 4 to 6 people. Captain "Aussie" Bob Fisher has requested a waiver of the \$196 per month boat slip fee while he builds up his business as he will need to maintain his slips in Napa until he knows if business will be strong enough here. After 6 months, he will be required to pay for his boat slip in the marina.
<b>STAFF REPORT:</b> The Suisun City Marina currently charges \$196.00 per month to dock an up to 28' sized boat in the marina. Offering this business free boat slip rent for six months is a low-cost way to incentivize a new business to locate here in Suisun City. The waiver is a loss of \$1,176.00 in potential boat slip fees over the six-month period, but there is no real "out-of-pocket" cost to the city. The boat would be stored in the marina boat slip, but would utilize the guest dock for embarkation and debarkation.
It is anticipated that the charter business would bring tourists downtown and could provide a nice amenity for guests staying in our hotels downtown. Commercial use of the Suisun Slough is also one of the prerequisites for the Corps of Engineers to continue to dredge the slough out to the bay, so this type of business is helpful in maintaining the Corps of Engineers responsibility.
STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023—  : Approving a Marina Boat Slip Fee Waiver for Six Months.
DOCUMENTS ATTACHED:  1. Resolution No. 2023: Approving a Six Month Waiver of the Marina Boat Slip Fee  2. Letter from Captain Aussie Bob of Wombat Charters
PREPARED BY: Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 Resolution Approving a Six Month Waiver of the Marina Boat Slip Fee.pdf
- 2 Letter from Captain Aussie Bob of Wombat Charters Regarding Marina Fee Waiver.pdf

#### **RESOLUTION NO. 2023-**1 2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A SIX MONTH WAIVER OF THE MARINA BOAT SLIP FEE 3 WHEREAS, Revitalization of downtown Suisun City is one of Council's goals from 4 the Strategic Plan; and 5 WHEREAS, Wombat Charters has requested a six month waiver of boat slip fees in 6 order to start up a boat charter operation in Suisun City; and 7 WHEREAS, Council has set the boat slip fee at \$196 per month for boats up to 28'; and 8 9 WHEREAS, the total cost of the fee waiver is \$1,176 in potential revenue; and 10 WHEREAS, staff is not authorized to waive fees of this type; and 11 WHEREAS, the City Council has an interest in creating incentives for new businesses to come to Suisun City; and 12 13 WHEREAS, charter tours are a nice amenity for tourists, as well as for Suisun City residents. 14 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of 15 Suisun City hereby approves a waiver of the marina boat slip fees for six months. 16 PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of 17 Suisun City held on Tuesday the 23<sup>rd</sup> day of May 2023 by the following vote: 18 **AYES:** Councilmembers: Councilmembers: NOES: 19 Councilmembers: **ABSENT:** 20 **ABSTAIN:** Councilmembers: 21 WITNESS my hand and the seal of said City this 23<sup>rd</sup> day of May 2023. 22 23 24 Anita Skinner City Clerk 25

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City of Suisun City
City Hall
701 Civic Center Blvd.
Suisun City, Ca 94585

Vice Mayor,

It was wonderful meeting with you and the city managers, the introduction to the councilwoman and the Harbor Master yesterday.

This letter is a formal request to waive the first six months of slip fees at the Suisun Harbor dock as an incentive for me to transfer one of my two boats from the Napa Valley Marina to your facility. The boat will be my 24' Skipjack which has a capacity of six passengers in addition to me as the captain.

In the interim I will still need to maintain and pay for my slip in Napa as boat slips are in limited supply here and I can't afford to lose it in the event that I need to move my boat back. This situation will change if the new venture in Suisun is successful.

If we proceed there will be a lot of work to do. I'll have to start from scratch and build up a social media presence on multiple platforms specifically for this area and the new service and in addition I'll need to work with local businesses such as restaurants and hotels which could be mutually beneficial. I'll also need to update my website to include the new location and offerings.

As well as advanced bookings (reservations) I would foresee 'walk-ups' as a potential given that the boat will be visible from the waterfront.

Looking forward to your response and hopefully to working with you.

Captain Aussie Bob Wombat Charters Napa, California Robert W Fisher (Capt. Aussie Bob) Wombat Charters

USCG MMC - Merchant Mariner Credential
OUPV - Operator of Uninspected Passenger Vessels for Inland Waters
6-Pack Charter Boat Captain since 2016

I'm a licensed and insured charter boat owner/operator currently providing scenic boat tours and fishing charters to the public in Napa County. I've established the first and still the only wetlands boat tour service in the inland waters of the San Pablo Bay National Wildlife Refuge and the Napa/Sonoma Marshes. I'm originally from Australia but I've been living in the San Francisco Bay Area for 25 years. I have a lifetime of experience and a love for boats and the water.

I currently own two boats, a 19' shallow draft Mako Skiff center console with an outboard and 24' Deep V Skipjack half cabin with an inboard/outboard (sterndrive) configuration. The Mako is an open boat ideally suited for shallow back waters and up-close wildlife/birdlife viewing for 2-4 passengers. The 24' Skipjack can accommodate up to 6 passengers, has a hardtop and requires deeper water channels.

The plan is to relocate the 24' Skipjack to a slip in the Suisun City Harbor and provide scenic tours for the public initially down Suisun Slough to the entrance of Grizzly Bay for 4-6 people. Different scenic routes can be established over time. I presently offer daytime and sunset tours in my current location and I could do the same out of Suisun City Harbor.

Initially I will need to split my time between both locations however if we are successful I could easily transfer the operation to Suisun. Both of my boats are currently stored in covered slips at the Napa Valley Marina which is a family owned facility that prohibits commercial operation. My current system is by reservation only and I meet my customers upriver at a public dock (Cuttings Wharf Public Boat Launch) at a predetermined time. Suisun Harbor offers a better solution due to the visibility of the boat from the waterfront and I could take reservations in addition to 'walk-ups'.

My photographs and reviews speak for themselves so I recommend searching for "Wombat Charters" in Google and look at the some of the hundreds of pics, comments and ratings from my customers.

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#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council Adoption of Resolution 2023-\_\_\_: Approving the Settlement Agreement for Purchase and Sale of Certain Real Property Under Threat of Condemnation.

**FISCAL IMPACT:** The settlement amount of \$725,000 will be paid out of the Offsite Street Improvement Program fund and will not impact the General Fund.

STRATEGIC PLAN: Ensure Good Governance.

**BACKGROUND:** Louisa and Michael Pickering own unimproved real property located at Sunset and Railroad, APN 0037-160-110 ("Property"). A portion of this property has been identified in the General Plan as necessary for the future realignment of Railroad Avenue.

On January 25, 2022, the Pickerings served on the City a Complaint for Inverse Condemnation (Case No. FCS055707, Solano County Superior Court). The basis of the lawsuit was that the City's Road Expansion Project (defined below), as adopted by the City's General Plan, allegedly prevented them from selling or developing the Property and, therefore, constitutes a taking.

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.

The City and the Pickerings have negotiated and agreed to settle the lawsuit pursuant to which (i) the Pickerings will transfer fee title to a portion of the property ("Road Property") (see Exhibits A and B for depiction) for the public purpose of expansion of the Railroad Avenue realignment project ("Road Expansion Project"); and (ii) the Pickerings have executed a Temporary Easement Agreement effective as of the closing to establish a temporary construction easement ("Temporary Easement Agreement") to facilitate the roadway expansion for use of a portion of the Remaining Property (defined in the settlement agreement) adjacent to the Road Property ("Temporary Easement").

**STAFF REPORT:** The settlement amount is \$725,000, which will be paid out of 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 right of way (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 deal points in the settlement agreement are as follows:

- The Pickerings will transfer fee title to the Road Property for the public purpose of expansion of the Road Expansion Project;
- The Pickering's will execute a Temporary Easement Agreement effective as of the closing to

establish a temporary construction easement to facilitate the roadway expansion for use of a portion of the property adjacent to the Road Property.

- The compensation for the Road Property and the Temporary Easement is \$725,000, which was agreed as follows:
  - Value of Road Property: \$272,930
  - Severance Damages: \$148,895
  - Temporary Construction Easement: \$17,839
  - Attorney's Fees: \$285,336
  - TOTAL: \$ 725,000
- The closing date will be on \_\_\_\_\_\_, but in no event later than 21 days after the opening of escrow.
- The Pickerings must, at their sole cost and expense, commence and prosecute appropriate legal proceedings of unlawful detainer to cause the removal of the person who the Pickerings represent to the City is a trespasser currently on the Property.
- Seller must maintain the property and keep it free of trash and debris until closing.
- City has the right, but not the obligation, to enter the Property to remove and dispose of the trailer, all other personal property and any trash debris or plant/bushes located thereon.

**STAFF RECOMMENDATION:** Council Adoption of Resolution No. 2023-\_\_\_\_: A Resolution of the City Council of the City of Suisun City Approving the Settlement Agreement for Purchase and Sale of Certain Real Property Under Threat of Condemnation.

#### **DOCUMENTS ATTACHED:**

- 1. Resolution Approving the Settlement Agreement for Purchase and Sale of Certain Real Property Under Threat of Condemnation
- 2. Exhibits "A" and "B", maps depicting the location of the Road Property
- 3. Exhibit "C" Executed Settlement Agreement

PREPARED BY:Elena Gerli, City AttorneyREVIEWED BY:Greg Folsom, City ManagerAPPROVED BY:Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 Resolution Approving the Settlement Agreement for Purchase and Sale of Certain Real Property Under Threat of Condemnation.pdf
- 2 Exhibits A and B maps depicting the location of the Real Property.pdf
- 3 Exhibit C Executed Settlement Agreement.pdf

1 RESOLUTION NO. 2023-2 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE SETTLEMENT AGREEMENT 3 FOR PURCHASE AND SALE OF CERTAIN REAL PROPERTY 4 UNDER THREAT OF CONDEMNATION 5 **WHEREAS,** Louisa and Michael Pickering ("Seller") own an undeveloped property 6 at the southeast comer of Sunset and Railroad (APN 0037-160-110); and 7 WHEREAS, a portion of this property has been identified in the General Plan as necessary for the future realignment of Railroad Avenue; and 8 9 WHEREAS, On January 25, 2022, Seller served on the City a Complaint for Inverse Condemnation (Case No. FCS055707, Solano County Superior Court), with the basis of the 10 lawsuit being that the City's Road Expansion Project, as adopted by the City's General Plan, allegedly prevented them from selling or developing the Property and therefore constitutes a 11 taking; and 12 WHEREAS, upon notice of the lawsuit, City staff explored the necessity of the future 13 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 14 the property along the canal needed for the future roadway; and 15 WHEREAS, during the negotiation period, staff completed preliminary design in 16 order to determine the exact amount of property needed and had the road property appraised; and 17 18 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 19 of way at the appraised value; and 20 WHEREAS, the City and Seller have entered into that certain Settlement Agreement 21 for Purchase and Sale of Real Property Under Threat of Condemnation and Joint Escrow Instructions, dated May 9, 2023, to memorialize the terms agreed upon at the settlement 22 mediation (the "Settlement Agreement"). 23 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of 24 Suisun City as follows: 25 Section 1. The recitals hereto are true and correct and by this reference incorporated herein. 26 27 Section 2. The City Council approves the adoption of the Settlement Agreement which is attached hereto as Exhibit A. 28

1	<b>Section 3.</b> The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.				
2					
3	<b>Section 4.</b> This Resolution shall take effect and be in full force immediately after its adoption by the Council.				
4	PASSED AND ADOPTED at a regular meeting of the City Council of the City of				
5			23 <sup>rd</sup> day of May 2023, by the following vote:		
6	AYES:	Councilmembers:			
7	NOES:	Councilmembers:			
8	ABSENT: ABSTAIN:	Councilmembers: Councilmembers:			
9	WITN	FSS my hand and the s	eal of said City this 23rd day of May 2023		
10	<b>WITNESS</b> my hand and the seal of said City this 23 <sup>rd</sup> day of May 2023.				
11					
12			Anita Skinner		
13			City Clerk		
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Source: Railroad Avenue Widening and Realignment Project DEIR, April 2005





## SETTLEMENT AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS

THIS SETTLEMENT AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY UNDER THREAT OF CONDEMNATION AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this 9th day of May, 2023 ("Agreement Date") by and among the CITY OF SUISUN CITY, a municipal corporation ("Buyer"), MICHAEL PICKERING AND LOUISA PICKERING ("Seller") and PLACER TITLE COMPANY, a corporation ("Escrow Holder" and "Title Company").

#### RECITALS:

- A. Seller owns that certain unimproved real property located in the City of Suisun City, County of Solano, State of California consisting of Tax Assessor Parcel No. 0037-160-110, more particularly described in attached <a href="Exhibit A">Exhibit A</a> ("**Property**").
- B. Seller filed that certain Complaint for Inverse Condemnation as Case No. FCS055707 in the Superior Court of the State of California for the County of Solano on November 24, 2020 which was served on the Buyer on or about January 25, 2021 ("Lawsuit").
- C. Buyer and Seller have negotiated and agreed to settle the Lawsuit pursuant to which (i) Seller will transfer fee title to that portion of the Property as defined on attached <a href="Exhibit B">Exhibit B</a> ("Road Property") for the public purpose of expansion of the Railroad Avenue realignment project ("Road Expansion Project"); and (ii) Seller will execute a Temporary Easement Agreement effective as of the Closing to establish a temporary construction easement ("Temporary Easement Agreement") to facilitate the roadway expansion for use of a portion of the Remaining Property (defined below) adjacent to the Road Property ("Temporary Easement").
- D. The Property less the Road Property is hereinafter referred to as the "Remaining Property." The parties previously executed that certain non-binding undated document entitled "Pickering V City of Suisun City (City's Final Offer) ("Settlement MOU"). This is the agreement anticipated in Section 8 of the Settlement MOU.
- F. Seller desires to sell and Buyer desires to purchase the Road Property and the Temporary Easement upon the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

#### **TERMS AND CONDITIONS:**

- 1. PURCHASE AND SALE OF ROAD PROPERTY.
- 1.1 Acquisition of Road Property. Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer the Road Property and the Temporary Easement as set forth herein.

Waiver and Release. The Compensation Amount (defined in Section 3.1 below) to be paid by Buyer to Seller is all-inclusive of Seller's interest in the Road Property and all damages of every kind and nature suffered, or to be suffered as a result of Buyer's acquisition of the Road Property and the Temporary Easement for public purposes of the Road Expansion Project. By execution of this Agreement, Seller and its successors and assigns shall be deemed to have knowingly and voluntarily waived, released, and discharged Buyer from liability and responsibility for or related to any right Seller has, has had or in the future may have to any claim for compensation or damages or liability of any kind, whether known, unknown, foreseen or unforeseen, relating in any way to or arising out of Buyer's acquisition of the Road Property and the Temporary Easement. In that regard, Seller and its successors and assigns knowingly and voluntarily waive and release Buyer, its employees, agents and officers from liability as to the following: any rights or obligations which exist or may arise out of the acquisition of the Road Property and the Temporary Easement for public purposes including, without limitation, Seller's fee interest in the land, severance damages, relocation expenses or damages, loss of business goodwill and/or lost profits, loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to realty, costs, interest, attorneys' fees, and any claim whatsoever of Seller which might arise out of or relate to any respect to the acquisition of the Road Property and the Temporary Easement by Buyer.

As of the Closing (as defined in Section 5.1), Seller irrevocably releases and discharges Buyer, and its employees, agents, officers, and representatives, from any and all manner of actions, causes of action, in law or in equity, of any nature whatsoever, known or unknown, fixed or contingent Seller now has or may hereafter have by reason of any matter, cause, or thing whatsoever occurring prior to the date of execution of this release with respect to the Lawsuit. Seller expressly agrees to waive and relinquish all rights and benefits each may have under California Civil Code Section 1542. That section reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

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Within ten (10) days of the Closing (with the release of the net proceeds to Seller pursuant to Section 3.2(c)), Seller shall promptly cause their legal counsel to execute and file with the court a dismissal with prejudice with respect to the Lawsuit ("**Dismissal Filing**") and deliver a filed copy to Buyer. This covenant shall survive the Closing.

#### 1.3 SELLER OBLIGATIONS.

a. Property Maintenance. Until the Closing, Seller shall use its best and most diligent efforts to keep the Property free and clear of all trash and debris. Seller shall promptly remove all trash and debris within seven (7) days of receipt of written demand from Buyer and if Seller fails to do so, Buyer, as the municipality having jurisdiction, may enforce such actions pursuant to the Municipal Code which may include the imposition of fees and penalties ("Notice of Fees/Penalties"). Upon delivery to Escrow Holder of Notice of Fees/Penalties, all such amounts assessed prior to Closing shall be paid by Escrow Holder and charged to Seller at Closing.

b. Trespasser. Immediately upon Opening of Escrow, Seller shall, at Seller's sole cost and expense, promptly commence and diligently prosecute appropriate legal proceedings of unlawful detainer to effect the removal of the person who Seller represents to Buyer is a trespasser ("Trespasser") currently on the Property ("Unlawful Detainer Action"). Seller shall keep Buyer's counsel fully advised as to the status of the Unlawful Detainer Action. Upon completion of the Unlawful Detainer Action, Seller shall promptly provide Buyer with the final court order removing the Trespasser from the Property and shall promptly exercise the rights granted in the court order to effect the removal of the Trespasser from the Property and shall notify Buyer in writing of same.

If the Unlawful Detainer Action is not completed with an order issued removing the Trespasser by the Closing, all rights under the Unlawful Detainer Action will be assigned to Buyer and Seller shall fully cooperate (and require its legal counsel to cooperate) with the completion of the Unlawful Detainer Action to effect the removal of the Trespasser. Prior to Closing, Seller shall cause its legal counsel to provide a detailed written summary of the status of the Unlawful Detainer Action. After Closing, Seller's cooperation shall be at Seller's sole cost and expense. This covenant shall survive the Closing.

- c. Removal of Trailer. Commencing as of the Agreement Date, Buyer shall have the right, but not the obligation, to enter the Property to remove and dispose of the trailer, all other personal property and any trash debris or plants/bushes located thereon.
- 1.4 BUYER POST-CLOSING OBLIGATIONS. Buyer covenants that in the event of the development of the Remaining Property, Buyer will not seek to recover any road construction and/or reimbursement costs as part of the conditions of that development although any such development will be subject to all standard fees and conditions of development in accordance with standard City practices and procedures. This covenant shall survive the Closing.
- 2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow (Escrow) with Placer Title Company (Escrow Holder) by causing an executed copy of this Agreement together with the Deposit (as defined in Section 3.2(a) to be deposited with Escrow Holder being Kelly Guglielmo at Placer Title Company, 1300 Oliver Road, Suite 120, Fairfield, California 94534; (707) 429-2211; email address: <a href="mailto:kuglielmo@placertitle.com">kuglielmo@placertitle.com</a>. ("Opening of Escrow").

#### 3. COMPENSATION.

**3.1 Compensation.** The compensation for the Road Property and the Temporary Easement is Seven Hundred Twenty-Five Thousand Dollars (\$725,000) ("Compensation Amount") which was agreed as follows:

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

- 3.2 Payment. The Compensation Amount shall be paid as follows:
  - (a) **Deposit**. At Opening of Escrow, Seller shall deposit the sum of Twenty Thousand Dollars (\$20,000) with Escrow Holder ("**Deposit**").
  - (b) **Balance of Funds**. At least one (1) business day prior to the Closing, Buyer shall deposit balance of the Compensation Amount with Escrow Holder in Good Funds (as defined below).
  - (c) *Disbursement of Seller's Net Proceeds.* At the Closing, the **total net proceeds** to Seller as determined by the Seller settlement statement approved by Seller shall be disbursed to the Public Trust Account of Seller's legal counsel provided, at least two (2) business days prior to the Closing, Escrow Holder has received from Counsel a W-9 fully completed and executed by Counsel in a form reasonable acceptable to Escrow Holder ("Completed W-9"). If Escrow Holder has not received the Completed W-9 in the time and manner specified, Escrow Holder shall disburse the net proceeds directly to Seller.

Seller's Initials

3.3 Good Funds. All funds deposited in Escrow shall be in "Good Funds" which means a wire transfer of funds, cashier's, or certified check drawn on or issued by the offices of a financial institution located in the State of California.

#### 4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

- 4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:
  - a. Executed and recordable grant deed in the form of Exhibit B ("Grant Deed") and such other documents as reasonably required by Title Company.
  - b. One (1) copy of the Temporary Construction Easement in the form of Exhibit D ("Temporary Easement Agreement") executed and notarized.
  - c. The Completed W-9 (as defined in Section 3.3(a)).
  - d. A Non-Foreign Affidavit as required by federal law.
  - e. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.
- **4.2 Buyer.** Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:
  - a. The statutorily required Certificate of Acceptance of the Grant Deed in the form attached to the Grant Deed ("Certificate of Acceptance").

- b. One (1) copy of the Temporary Easement Agreement executed and notarized.
- A Preliminary Change of Ownership Statement completed in the manner required in Solano County.
- d. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.
- 4.3 Recordation, Completion, and Distribution of Documents. Escrow Holder shall confirm that the Temporary Easement Agreement signed in counterpart are matching documents and shall combine the signature pages thereof so as to create a fully executed Temporary Easement Agreement. Escrow Holder will cause Grant Deed (with the Certificate of Acceptance attached) and Temporary Easement Agreement to be recorded (in that specific order) when it is committed to issue the Owner's Title Policy in accordance with Section 6, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof. A copy of the recorded documents shall be provided to each party at Closing.

#### 5. CLOSING DATE; TIME IS OF ESSENCE.

- 5.1 Closing Date. Escrow shall close upon satisfaction of the Buyer's Conditions Precedent (as defined in Section 8.1), but no later than twenty-one (21) days after the Opening of Escrow ("Closing Date") unless as otherwise extended as evidenced by a writing signed by both parties. The terms "Close of Escrow" and/or "Closing" are used herein to mean the time Grant Deed with the Certificate of Acceptance and the Temporary Easement Agreement are recorded, in that order, by the Escrow Holder in the Office of the County Recorder of Solano County, California.
- **5.2 Possession.** Upon the Close of Escrow, exclusive possession and occupancy of the Property shall be delivered to Buyer free and clear of all claims of possession except the Trespasser if the Unlawful Detainer action has not been completed and resulted in the removal of the Trespasser.
- 5.3 Time is of Essence. Buyer and Seller specifically (i) agree that time is of the essence, (ii) covenant to strictly comply and perform their obligations herein in the time and manner specified, and (iii) waive any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.
- 5.4 City Manager's Authority. Buyer by its execution of this Agreement hereby agrees that the City Manager of the Buyer or their designee (who has been designated by City Manager's written notice delivered to Seller and Escrow Holder) shall, in City Manager's sole and exclusive discretion, have authority:
  - (i) to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or their designee shall be binding on Buyer.
  - (ii) make minor modifications to this Agreement in order to fulfill the direction of the City Council, provided that such minor modifications must be approved by the City Attorney.

#### 6. TITLE POLICY.

#### 6.1 Approval of Title.

- (a) Promptly following execution of this Agreement but in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Placer Title Company ("Title Company"), describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein ("Preliminary Title Report"). Within fifteen (15) business days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("Disapproved Exceptions"). Buyer is deemed to have disapproved any and all deeds of trust or other liens on the Property.
- (b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) business days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).
- (c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions.
- (d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases including the Lease, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.
- ALTA Owner's non-extended Policy of Title ("Title Policy") insuring title to the Road Property and the appurtenant Temporary Easement vested in Buyer in the amount of the Compensation Amount, containing no exceptions to such title which has not been approved or waived by Buyer in accordance with this Section. The cost of the Title Policy to Seller shall be paid by Buyer. The Title Policy shall include any available extended coverage or endorsements that Buyer has reasonably requested.

#### 7. DUE DILIGENCE.

Scope of Due Diligence. Upon the opening of Escrow, Seller shall provide Buyer with any and all documents and information in Seller's possession and knowledge concerning the Property. Buyer's Due Diligence is limited to a Phase I Report issued by Adanta Inc. ("Adanta") as of January 25, 2023 which has already been provided to Buyer and will be formally assigned to Buyer by Seller and Adanta in a form acceptable to Buyer. Buyer shall further have the right to

make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies. Upon Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports in Seller's possession respecting the physical condition of the Property, if any, and any other information in Seller's possession or control.

Seller's failure to provide Buyer with a complete copy of each document required to be delivered to Buyer pursuant to this Section shall automatically toll the Buyer's Due Diligence Notice one (1) day for each day or partial day beyond the three days described above that Seller fails to satisfy its obligations set forth in this Section.

- 7.1 Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") no later than fourteen (14) days from the Opening of Escrow, of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6), which approval may be issued or withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively be deemed Buyer's disapproval thereof.
- Right to Enter. As a condition to Buyer's entry and inspection as provided in this Section 7, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens or any other liens arising out of the entry and any work performed under this Agreement. Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.3 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.3 shall survive termination of this Agreement for anv reason.
- 7.3 Natural Hazard Disclosure Report. Upon Opening of Escrow, Escrow Holder shall order a commercial Natural Hazards Disclosure report for the Property by Disclosure Source ("NHD Report") to be delivered to Buyer by Escrow Holder. Buyer shall have the right to review the NHD Report during the Due Diligence Period. Buyer shall pay for the NHD Report.

#### 8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

- **8.1** Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("Buyer's Conditions Precedent"):
  - (a) Title Company will issue the Title Policy as specified in Section 6.2.
  - (b) If the Trespasser has not been removed from the Property, the Unlawful Detainer

Action shall be assigned to Buyer.

- (c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (d) Seller is not in default of its obligations under this Agreement.
- 8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:
  - (a) Buyer has executed the acceptance of the Certificate of Acceptance and delivered same to Escrow Holder to be attached to the Grant Deed prior to recordation.
  - (b) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
  - (c) Buyer is not in material default of its obligations under this Agreement.

#### 9. REPRESENTATIONS AND WARRANTIES.

#### 9.1 General Representations and Warranties.

Seller hereby makes the following representations and warranties to Buyer, to the best of Seller's knowledge, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Road Property:

- (a) To the best of Seller's knowledge and understanding there are no natural or environmental hazards located on the Road Property that would limit its marketability, merchantability, or suitability for development or impede its use in any way.
- (b) To the best of Seller's knowledge and understanding the Road Property is not in violation of any federal, state, or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Road Property including, but not limited to, soil and ground water conditions. Seller has received no written notice from any third parties, prior owners of the Road Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Road Property. To the best of Seller's knowledge, there are no environmental, health or safety hazards on, under or about the Road Property, including but not limited to soil and groundwater conditions. Neither Seller, nor to the best of Seller's knowledge any third party (including but not limited to Seller's predecessors in title to the Road Property), has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Road Property or transported to or from the Road Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials," which for the purpose of this Agreement shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601, et seg.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seg.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe

Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq., of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws).

- (c) There are no contracts, leases, claims, or rights affecting the Road Property and no agreements entered into by or under Seller which shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Road Property except as heretofore disclosed in writing by Seller to Buyer.
- (d) Seller has received no written notice from any third parties, prior owners of the Road Property, of any federal, state, or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Road Property.
- (e) To the best of Seller's knowledge and understanding there are no casements or encroachments onto the Road Property by buildings or improvements on any adjoining property, nor do any buildings or improvements on the Road Property encroach on other properties.
- (f) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).
- (g) Seller has the unimpeded power and Buyer to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.
- (h) To the best of Seller's knowledge the Road Property complies with all applicable laws and governmental regulations including, without limitation, all applicable federal, state, and local laws pertaining to air and water quality, hazardous waste, waste disposal, and other environmental matters, including, but not limited to, the Clean Water, Clean Air, Federal Water Pollution Control, Solid Waste Disposal, Resource Conservation Recovery and Comprehensive Environmental Response Compensation and Liability Acts, and the California Environment Quality Act, and the rules, regulations, and ordinances of the city within which the subject property is located, the California Department of Health Services, the Regional Water Quality Control Board, the State Water Resources Control Board, the Environmental Protection Agency, and all applicable federal, state, and local agencies and bureaus.
- 9.2 Survival of Representations and Warranties of Seller. The representations and warranties provided in this Section 9 shall survive the Closing and delivery of the Grant Deed and shall not be affected by any investigation, verification or approval by either party or by anyone on behalf of either party.

#### 10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1.1 through 6, inclusive; 8, 10, 12 and 13 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow

Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

- 10.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Solano County Recorder to mail the Grant Deed and Temporary Easement Agreement to Buyer at the address set forth in Section 11 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Solano County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.
- property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. In the event that property taxes are assessed on a parcel of real property which includes land other than the Road Property, such proration shall include only taxes attributable to the Road Property, calculated in terms of total gross square feet of land assessed pursuant to the tax statement versus total gross square footage of the Road Property. Buyer is exempt from real property taxes so if any amount has been paid by Seller which would otherwise be

#### 10.4 Payment of Costs.

a. Cost Allocation. Buyer shall pay the costs for the Title Policy (non-extended ALTA owner's policy), the NHD Report and the escrow costs ("Buyer's Charges"). Seller shall pay (i) any and all amounts dues under any Notice of Fees/Penalties (as defined in Section 1.3(a)); and (ii) any fees and costs charged by any lender to obtain releases or consents or otherwise put title in the condition described in Section 6 (including any applicable recording fees for such documents) ("Seller's Charges"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

**NOTE:** Buyer is a public agency. Therefore, no recording fees shall be assessed for recordation of the Grant Deed and the Temporary Easement Agreement pursuant to Govt Code §6103. Furthermore, no documentary transfer taxes shall be assessed as the transaction is exempt pursuant to R&T Code §11922 as a transfer to a governmental agency.

- b. Closing Statement. At least three (3) business days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the Parties.
- above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

- 10.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.
- 10.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.
- 10.8 Brokerage Commissions. Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

11. FAILURE TO CLOSE. IN THE EVENT THAT ESCROW DOES NOT CLOSE FOR ANY REASON, THIS AGREEMENT SHALL BE DEEMED TERMINATED AND OF NO FORCE AND EFFECT AND THE PARTIES SHALL BE ABLE TO PROCEED AS IF THIS AGREEMENT NEVER EXISTED.

Buyer's Initials

LP

MP

Seller's Initials

12. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery which will be deemed received the following day or by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or such other address and to such other persons as the parties may hereafter designate in writing.

To Seller:

Michael & Louisa Pickering

33779 Sinsbury Way Union City, CA 94587

With a Copy to:

Scott Jenny, Esq. Jenny & Jenny, LLP 736 Ferry Street Martinez, CA 94553 To Buyer: City of Suisun City

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

With a Copy to: Aleshire & Wynder, LLP

2361 Rosecrans Ave. Suite 475

El Segundo, CA 90245 Attention: Elena Gerli

To Escrow Holder: Placer Title Company

1300 Oliver Road, Suite 120, Fairfield, California 94534 Kelly Guglielmo Escrow Officer

#### 13. GENERAL PROVISIONS.

- 13.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.
- 13.2 Attorneys' Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or any attachments hereto, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.
- 13.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- 13.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.
- 13.5 *Modifications.* Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.
- 13.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held

invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 13.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect including, but not limited to, the Settlement MOU.).
- 13.8 No Third Party Beneficiaries. This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.
- 13.9 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
- 13.10 Exhibits. Exhibits A, B, C and D attached hereto are incorporated herein by reference.

#### [SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Settlement Agreement for Purchase and Sale of Real Property Under Threat of Condemnation and Escrow Instructions as of the date set forth above.

Note: Sections 1.2, 3.2(c) and 11 need to be separately initialed by the parties as applicable.

SELLER:	BUYER:
Michael Pickering Michael Pickering MICHAEL PICKERING  Cocina prekonng Play 9, 2023 12 18 POT)  LOUISA PICKERING	By:  Greg Folsom, City Manager  May 9  , 2023
APPROVED AS TO FORM:	ATTEST:
JENNY & JENNY, LLP  Scott E. Jenny  By Scott E, Jenny May 9, 2023 (1941 PDT)	Donna Pock, Deputy City Clerk
Scott E. Jenny	APPROVED AS TO FORM:
Accepted:	Aleshire & Wynder, LLP
ESCROW HOLDER:	By:
Accepted and agreed to:	Elena Gerli, City Attorney

PLACER TITLE COMPANY, a California

01290.0010/889968.1

corporation		
By:		
Its:		
Datad	2023	

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF THE PROPERTY

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

Lots 36 and 37, as the same are shown on that certain Map entitled, "Locke-Paddon Colony, No. 4", which Map was filed for record in the Office of the County Recorder of Solano County, California, October 11, 1912, in Book 4 of Maps, Page 13.

EXCEPTING THEREFROM that portion of Lot 36 as granted in the Deed executed by Peter S. Pickering, in favor of the County of Solano and recorded June 21, 1978, in Book 1978, Page 59800 of Official Records, Instrument No. 34484.

ALSO EXCEPTING THEREFROM that portion of Lot 36, as granted in the Deed executed by Peter S. Pickering and Cecilia Pickering, husband and wife, in favor of the County of Solano, recorded June 17, 1986, in Book 1986, Page 61135 of Official Records, Instrument No. 30484.

ALSO EXCEPTING THEREFROM that portion of Lot 37 as granted in the Deeds executed by Peter S. Pickering and Cecilia Pickering in favor of Sacramento and San Joaquin Drainage District, recorded July 31, 1987, in Book 1987, at Page 105328, as Instrument No. 52101, and recorded June 16, 1989, in Book 1989, as Instrument No. 39068.

APN: 0037-160-110

#### **EXHIBIT B**

#### LEGAL DESCRIPTION OF THE ROAD PROPERTY

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

#### 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 C GRANT DEED

FREE RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Suisun City 701 Civic Center Blvd. Suisun City, CA 94585 Attention: City Clerk

APN A portion of 0037-160-110
THE UNDERSIGNED GRANTOR DECLARES:
Documentary Transfer Tax is: \$-0- per R&T §11922

(Space Above This Line for Recorder's Office Use Only) (Exempt from Recording Fee per Gov. Code §6103)

#### **GRANT DEED**

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, MICHAEL PICKERING AND LOUISA PICKERING ("Grantor"), hereby grants to the CITY OF SUISUN CITY, a municipal corporation ("Grantee"), that real property in the City of Suisun, County of Solano, State of California, legally described on Exhibit A attached hereto and incorporated herein by reference ("Property").

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

		"GRANTOR"
		MICHAEL PICKERING
		LOUISA PICKERING
Date:	_ 2023	

### CERTIFICATE OF ACCEPTANCE

PICKERING and LOUISA PICKERIN	interest in real property conveyed by MICHAEL NG to the CITY OF SUISUN CITY ("City"), is hereby and agent of City and the City consents to the
Signed and dated on	2023 at City of Suisun City, California.
	GRANTEE
	CITY OF SUISUN CITY, a general law city
	By: Greg Folsom, City Manager

#### **EXHIBIT A TO GRANT DEED**

#### LEGAL DESCRIPTION OF PROPERTY

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

Lots 36 and 37, as the same are shown on that certain Map entitled, "Locke-Paddon Colony, No. 4", which Map was filed for record in the Office of the County Recorder of Solano County, California, October 11, 1912, in Book 4 of Maps, Page 13.

EXCEPTING THEREFROM that portion of Lot 36 as granted in the Deed executed by Peter S. Pickering, in favor of the County of Solano and recorded June 21, 1978, in Book 1978, Page 59800 of Official Records, Instrument No. 34484.

ALSO EXCEPTING THEREFROM that portion of Lot 36, as granted in the Deed executed by Peter S. Pickering and Cecilia Pickering, husband and wife, in favor of the County of Solano, recorded June 17, 1986, in Book 1986, Page 61135 of Official Records, Instrument No. 30484.

ALSO EXCEPTING THEREFROM that portion of Lot 37 as granted in the Deeds executed by Peter S. Pickering and Cecilia Pickering in favor of Sacramento and San Joaquin Drainage District, recorded July 31, 1987, in Book 1987, at Page 105328, as Instrument No. 52101, and recorded June 16, 1989, in Book 1989, as Instrument No. 39068.

APN: 0037-160-110

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

STATE OF CALIFORNIA ) ss.	
the within instrument and acknowled his/her/their authorized capacity(ies), an	me,, a notary public, who proved to to be the person(s) whose name(s) is/are subscribed to ged to me that he/she/they executed the same in d that by his/her/their signature(s) on the instrument the ich the person(s) acted, executed the instrument.
5	Y under the laws of the State of California that the
WITNESS my hand and official seal.	
Notary Public	
SEAL:	

#### **EXHIBIT D**

#### TEMPORARY EASEMENT AGREEMENT

## RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

CITY OF SUISUN CITY 701 Civic Center Blvd. Suisun City, CA 94585 Attention: City Clerk

A portion of APN: 0037-160-110

Space above reserved for Recorder's Use Exempt from recording fees per Govt Code 27383

## RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This RIGHT OF ENTRY AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is hereby made this \_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between the CITY OF SUISUN CITY, a municipal corporation ("City"), and MICHAEL PICKERING AND LOUISA PICKERING ("Owner"). City and Owner are individually referred to as "Party" and are collectively referred to as the "Parties".

#### **RECITALS**

- A. Owner owns certain unimproved real property located in the City of Suisun City, County of Solano, State of California legally described on <a href="Exhibit A">Exhibit A</a> attached hereto ("Owner's Property").
- B. City owns certain real property adjacent to Owner's Property which it acquired from Owner pursuant to that certain Grant Deed recorded immediately prior to this Agreement ("Roadway Property").
- As part of the agreement whereby City acquired the Roadway Property for expansion of the adjacent roadway commonly known as Railroad Avenue ("**Project**"), Owner agreed to grant a temporary construction easement ("**Easement**") over a portion of the Owner's Property as legally described on <a href="Exhibit B">Exhibit B</a> and depicted on the map attached as <a href="Exhibit C">Exhibit C</a> ("**Easement Area**").
- D. Accordingly, Owner grants and City accepts a temporary construction easement pursuant to the terms of this Agreement.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of performance by the Parties of the promises, covenants, and conditions herein contained and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The recitals are incorporated into this Agreement.
- 2. Effective Date. This Agreement shall be effective upon its recordation in the Official Records of Solano County ("Effective Date").
- 3. Easement Grant. Owner hereby grants to City the right to enter upon Owner's Property and use the Easement Area for all purposes necessary to facilitate and accomplish the construction and expansion of the roadway and related improvements ("Temporary Construction Easement"). The rights granted herein include the right to enter upon and to pass and repass over and along the Easement Area, and to deposit tools, implements and other materials thereon by City, or its successors and assigns, its officers, agents and employees, and by persons or entities under contract with City, its successors and assigns, wherever and whenever necessary for the purpose of completing the Improvements in accordance with applicable laws. City's activities may involve surveying, staking, excavation, grading, and other related uses that are reasonably required to construct the Improvements. City agrees not to damage Property in the process of performing such activities. At all times during the Term, the Easement Area will remain accessible for ingress and egress to Grantor and its customers, contractors, employees and invitees.
- 4. Term; Notice Prior to Commencement of Construction. City shall provide written notice to Owner not less than ten (10) days prior to commencing construction ("Construction Commencement Notice"). City shall have the right to exercise its rights under this Agreement for a period of eighteen (18) months ("Term") beginning with the commencement date specified in the Construction Commencement Notice. Upon the City's recordation of a Notice of Completion for the Project with the Official Records of Solano County ("Official Records"), the Temporary Construction Easement shall be automatically surrendered and terminated by City. Upon written request from Owner, City will execute and acknowledge a formal termination of this Agreement which shall be recorded in the Official Records.
- **5. Assignment.** The Parties acknowledge that the City may assign its rights under this Agreement and the rights granted herein to the construction contractor constructing the Project.
- 6. **Debris Removal.** Prior to City's relinquishment of the Easement Area to Owner, debris generated by City's use will be removed and the surface will be left in a neat and safe condition.
- 7. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

To Owner: Michael

Michael & Louisa Pickering 33779 Sinsbury Way Union City, CA 94587

With a Copy to:

Scott Jenny, Esq.

Jenny & Jenny, LLP 736 Ferry Street Martinez, CA 94553

To City:

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

With a Copy to:

Aleshire & Wynder, LLP

2361 Rosecrans Ave. Suite 475

El Segundo, CA 90245 Attention: Elena Gerli

- 8. Indemnification. To the extent permitted by law, City (or its contractor or successors or assigns) shall indemnify, defend and hold harmless Owner from all losses, liabilities, costs, damages, expenses, causes of action, suits, claims or judgments, including attorney's fees and costs, (collectively, "Claims") arising directly out of or in connection with any act or omission of City, its employees, representatives, agents, contractors, suppliers or subcontractors, pursuant to this Agreement or otherwise, provided, however, that the foregoing duty to defend, indemnify and hold harmless the Owner from and against any Claims shall not apply to any Claims arising from the negligence or intentional misconduct of Owner, its successors, assigns, invitees, employees, agents or contractors.
- 9. Representation by Owner. Owner hereby warrants to City that they are the owners of the Owner's Property and that they have the right to grant City, its successors or assigns, permission to enter upon and use the Easement Area without the consent of any third party or lender.
- Compensation. This Agreement is the result of negotiations between the Parties as reflected in that certain Settlement Agreement for Purchase and Sale of Real Property under Threat of Condemnation and Joint Escrow Instructions ("PSA") pursuant to which City compensated Owner for this Agreement. This Agreement is intended by the Parties as a final expression of their understanding with respect to the matters herein, and is a complete and exclusive statement of the terms and conditions thereof. This Agreement supersedes any and all other prior agreements or understandings, oral or written, in connection with the Easement granted herein.
- **11.** Amendment or Modification. This Agreement shall not be changed, modified, or amended except upon the written consent of the Parties.
- **12. Binding on Successors.** Owners, their assigns and successors in interest, shall be bound by all the terms and conditions contained in this Agreement.
- 13. Attorneys' Fees. In any action between the Parties hereto, seeking enforcement of any of the terms and provisions of this Agreement, or in connection with the Property, including any defense of any such action, the prevailing Party in such action shall be entitled, to have and to recover from the other Party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

- 14. Interpretation; Governing Law; Venue. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. The venue for any dispute shall be Solano County.
- **15.** Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both Parties hereto, notwithstanding that both Parties are not signatories to the original or the same counterpart.
- **16.** Exhibits Incorporated. Exhibits A, B and C attached hereto are incorporated herein by reference.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed the day and year first above written.

SELLER:	BUYER:
	CITY OF SUISUN CITY, a municipal corporation
MICHAEL PICKERING	By: Greg Folsom, City Manager
LOUISA PICKERING	, 2023
APPROVED AS TO FORM:	ATTEST:
JENNY & JENNY, LLP	Donna Pock, Deputy City Clerk
By:Scott E. Jenny	APPROVED AS TO FORM: Aleshire & Wynder, LLP
	By: Elena Gerli, City Attorney

#### **EXHIBIT A**

#### LEGAL DESCRIPTION OF OWNER'S PROPERTY

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

#### 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**

#### TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

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

#### 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 sald 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:

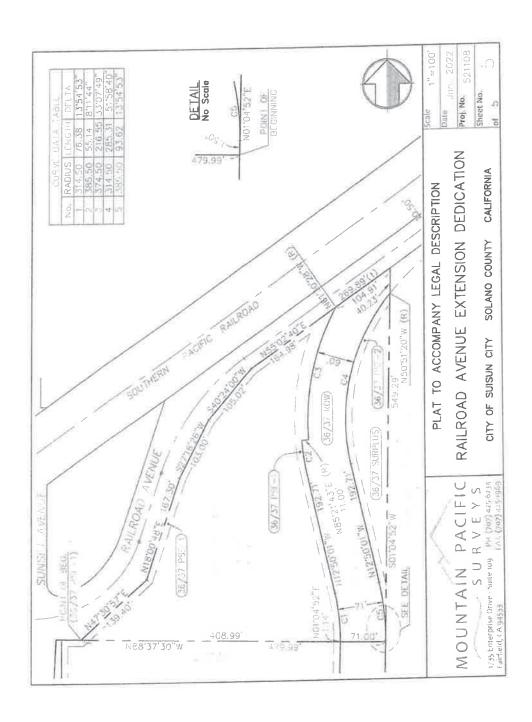
Commencing at a point on the south line of said Lot 37, said point being further described as the southwest corner of Parcel 12438-A as described in deed to the Sacramento and San Joaquin Drainage District filed for record June 16, 1989 as Instrument 1989-39068 in said Recorder's office; thence along

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
TEMPORARY CONSTRUCTION EASEMENT MAP



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

STATE OF CALIFORNIA	) ) ss.		
COUNTY OF	) 33.		
within instrument and ackr authorized capacity(ies), ar the entity upon behalf of wh	nowledged to me that he/sind that by his/her/their sign hich the person(s) acted, expensed on the person of PERJURY under the	who prov  (s) whose name(s) is/are subscribed to he/they executed the same in his/her/t ature(s) on the instrument the person(s executed the instrument.  laws of the State of California that	s) or
WITNESS my hand and off	icial seal.		
Notary Public			
SEAL;			

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

STATE OF CALIFORNIA	)	
COUNTY OF	) ss )	
within instrument and ackn authorized capacity(ies), ar	owledged to me that nd that by his/her/their	, a notary public, who proved to me rson(s) whose name(s) is/are subscribed to the he/she/they executed the same in his/her/their signature(s) on the instrument the person(s) or ed, executed the instrument.
I certify under PENALTY foregoing paragraph is true		the laws of the State of California that the
WITNESS my hand and off	icial seal.	
Notary Public		
SEAL:		

#### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on April 4, 2023, May 2, 2023, and May 9, 2023.

**FISCAL IMPACT:** None

STRATEGIC PLAN: Provide Good Governance.

**BACKGROUND:** Pursuant to Government Code 40801, the City Clerk shall keep an accurate record of the proceedings of the City Council meetings. City Council minutes are prepared in a manner consistent with the intent of the Government Code. Minutes provide a record of when and where the meeting took place, type of meeting, and report any action taken, including the vote of each member of the City Council.

**STAFF REPORT:** The minutes of the City Council, Suisun City Council Acting as Successor Agency, and Housing Authority meetings held on April 4, 2023, May 2, 2023, and May 9, 2023, are submitted for review and approval.

**STAFF RECOMMENDATION:** Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on April 4, 2023, May 2, 2023, and May 9, 2023.

#### **DOCUMENTS ATTACHED:**

- 1. Minutes April 4, 2023 Regular Council-Successor Agency-Housing Authority Meeting
- 2. Minutes May 2, 2023 Special Closed Session Meeting
- 3. Minutes May 2, 2023 Regular Council-Successor Agency-Housing Authority Meeting
- 4. Minutes May 9, 2023 Special Closed Session Meeting

PREPARED BY:Anita Skinner, City ClerkREVIEWED BY:Greg Folsom, City ManagerAPPROVED BY:Greg Folsom, City Manager

#### **ATTACHMENTS:**

- 1 Minutes April 4 2023 Regular Council-Successor Agency-Housing Authority Meeting.pdf
- 2 Minutes May 2, 2023 Special Closed Session Meeting 5 pm.pdf
- 3 Minutes May 2 2023 Regular Council-Successor Agency-Housing Authority Meeting.pdf
- 4 Minutes May 9, 2023 Special Closed Session Meeting 5 pm.pdf

CITY COUNCIL Alma Hernandez, Mayor Princess Washington, Mayor Pro Tem Jenalee Dawson, Member Amit Pal, Member



#### **MINUTES**

# 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, APRIL 4, 2023 6:30 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

CITY COUNCIL MEETINGS ARE HELD IN-PERSON PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

**ZOOM MEETING INFORMATION:** 

WEBSITE: https://zoom.us/join MEETING ID: **861 0626 5010** CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

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

(Next Ord. No. - 799)

(Next City Council Res. No. 2023 – 32)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 01)

(Next Housing Authority Res. No. HA2023 – 02)

#### **ROLL CALL**

Mayor Hernandez called the meeting to order at 6:38 pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Pal, Washington

None: None

Pledge of Allegiance was led by Vice Mayor Washington. Invocation was given by City Manager Greg Folsom.

#### **CONFLICT OF INTEREST NOTIFICATION** None

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

### **GENERAL BUSINESS**

Council Adoption of Resolution No. 2023-32: A Resolution of the City Council of the City of Suisun City Appointing Marlon Osum to the Vacant Councilmember Seat for the Remainder of the Current Term - (City Attorney).

Mayor Hernandez explained the process that will be followed for selecting an applicant for appointment.

Council applicant Jonathan Richardson made final comments on his possible appointment. Council thanked him for stepping up and taking the time for meeting one on one with them.

Council applicant Marlon Osum made final comments on his possible appointment. Council thanked him for stepping up and taking the time for meeting one on one with them.

### **PUBLIC COMMENTS**

Clerk Skinner stated that 12 emails were received in support of Jonathan Richardson. Names were not read in open session but are as follows: K Patrice Williams, Taylor Ramsey, Helen Tilley, Debbie Toth, Deborah Dickson, Wanda Williams, Latressa Alford, Bethany Smith, Sheila McCabe, Judi Honeychurch, Marion Aiken, Linda Marsh.

Donna LeBlanc and George Guynn spoke in support of Mr. Osum.

Joseph Johnson, Jonathan, Raymond Robinson, Rochelle Henderson spoke in support of Mr. Richardson.

### On-Line

Michelle Chavez hopes the Council will pick the best candidate for our city.

Mayor Hernandez explained her process for considering a specific candidate and again expressed gratitude to both candidates.

Mayor Hernandez moved to appoint Marlon Osum and seconded by Council Member Dawson.

Council members continued discussion on applicants qualities.

Motion by Mayor Hernandez to appoint Marlon Osum and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal

NOES: Washington ABSENT: None

Council took a short recess at 7:40 and reconvened at 7:51pm.

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

2 City Manager Update - (Folsom: gfolsom@suisun.com).

Homeless Forum, Wednesday at 6pm at the Community Center; just before that a special Council meeting at 5:45pm to consider and Opioid settlement with the Pharmaceutical Industry.

Received notification yesterday from the State that we were successful and awarded \$2.3 mil over the next 5 years for Prop 64 Public Health and Safety Grant and will fund the Police Activities League and staffing. Program to begin this summer with no required matching funds from the city.

### PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 4 Proclamations (Presented at Meeting)
- **4b** Presentation of Proclamation Proclaiming the month of April 2023 as Autism Awareness Month (Lofthus: klofthus@suisun.com).

Mayor Hernandez read the proclamation and presented by Council Member Dawson to Found-It who thanked members of the Found-It group and the City Council.

**4c** Presentation of Proclamation to Veterans of Foreign Wars (VFW) Auxiliary 2333.

Mayor Hernandez read the Proclamation and presented by Vice Mayor Washington to Angela Prill and Linda Adams.

Ms. Prill thanked the Council and extended an invite to the breakfast to be held Saturday, April 8<sup>th</sup>.

**4a** Presentation of Proclamation Proclaiming April 9-15, 2023 as National Public Safety Telecommunications Week - (Roth: <a href="mailto:aaroth@suisun.com">aaroth@suisun.com</a>).

Mayor Hernandez read proclamation and presented by Council Member Pal to dispatchers Ann Sagami and Escobedo. Chief Roth thanked Council for recognizing them and he personally thanked them.

- **3a** Proclamation (not presented) (Hernandez: <u>ahernandez@suisun.com</u>).
  - a. Proclamation Proclaiming April 2, 2023 as Education and Sharing Day in Suisun City.

Mayor Hernandez stated the proclamation was presented to Rabbi Sappos earlier this week and with it being Passover he could not attend this evening.

- 5 Mayoral Appointment of Commissions and Committees (Hernandez: ahernandez@suisun.com).
  - a. Approval of Appointments to the Environment & Climate Community Advisory Committee.

Mayor Hernandez re-appointed Jay Gunkleman.

Motion by Mayor Hernandez to re-appoint Mr. Gunkleman and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: None ABSENT: None

b. Approval of Appointments to the Public Safety & Emergency Management Community Advisory Committee.

Motion by Mayor Hernandez to appoint Charles Lee and Patrick Perkins and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: None ABSENT: None

c. Approval of Appointments to the General Tax Oversight Committee.

Mayor Hernandez appointed Donald Peters and Tamra Coldon.

Motion by Vice Mayor Hernandez to appoint Donald Peters and Tamra Coldon and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: None ABSENT: None

- 6 Council Appointment of Commissions and Committees.
  - a. Approval of Appointments to the Environment & Climate Community Advisory Committee.

Vice Mayor Washington moved to appoint Corina Barrett and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: None ABSENT: None

Council Member Dawson moved to appoint Steve Olry and seconded by Mayor Hernandez. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: None ABSENT: None

b. Approval of Appointments to the Public Safety & Emergency Management Community Advisory Committee.

Vice Mayor Washington moved to appoint Lamant Jones and seconded by Council member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: None ABSENT: None

Council Member Dawson moved to appoint Larry Brumfield and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: None ABSENT: None

Council Member Pal moved to appoint Vik Mohan and seconded by Mayor Hernandez. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: None ABSENT: None

Steve Olry, Tamra Coldon and Larry Brumfield commented and thanked Council for their appointments.

Public Safety and Emergency Management Committee by:

Suisun City Professional Firefighters Association Chris Luha, Engineer and Vice President of Local 1186, Suisun Professional Firefighters Association. Suisun City Police Officers Association Police Officer Tyler Camigi

### 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.)

Jeremy Snyder, Police Officers Association spoke on the number of police officers leaving the department; being underpaid and lack of support being shown to remedy the situation.

Wayne Day commented on the lighthouse that is not lit; thanked whoever helped get the trains moved further down the track; Lawler House is the ambiance and very essence of what the city is trying to do in Old Town, city needs to be a destination; no signage or schedule posted for street sweeping.

Larry Brumfield commented the Homeless Forum is an extremely important meeting; hope the Congressman will have representatives there; pot holes on Walters Road need to be addressed; need town hall meeting to discuss ways to fix this city.

Steve Olry commented about the homeless at water tower; congrats for getting that grant, its a victory but not a solution; eliminate a couple of high paid staff, city attorney; streets failing; weeds in Lawler Ranch are extremely tall.

George Guynn ditto to Mr. Olry, staff being paid big bucks, expenses more than income; roads not being fixed, need to cut corners but where?

Katrina Garcia commented on the new website and app; spoke on the process selection for filling the 5<sup>th</sup> council seat at the last meeting and the disrespect she felt as a candidate and will continue to support them.

James Berg congratulation for getting a full council; concerns about the status of the police department; 4<sup>th</sup> request to meet with finance director and has not had a returned call or even sent an email; contacted as a small business by the firm doing the city website requesting a fee; feels he is the main tourism in the city.

Donna LeBlanc commented Adopt a Neighborhood on Saturday will be working on the planter boxes at Village and Snow Drive at 9am at Snow Drive; Sustainable Solano is doing a project at Armijo High School's Garden of Hope, tomorrow 3:45-5pm, it is a public hands on installation workshop for spring planting and removing winter crops; Solano County Water Agency will be passing out free pollinator plant kits while available.

Michelle Chavez thanked council for the special homeless meeting tomorrow evening; concerns about public safety and what is going to happen with staffing; critical stage in staffing and don't have enough officers.

### **COUNCIL COMMENTS**

7 Council/Board Member Updates.

### Council Member Dawson

- Sunday at the Fire Department will be hosting the Easter Egg Hunt
- Junior Giants registration 3-9 yrs and free; volunteer coaches are needed
- Thanked Mayor for her leadership on the Homeless Forum

### Council Member Pal

- Attended Fil-Am Chamber Scholarship event
- Met with Cabinet Minister from Taiwan (digitally); Sunday evening was able to hear the UK Parliament Shadow Railway Minister
- Meet every Monday with Mr. Folsom and Mr. Lofthus to address concerns

### Vice Mayor Washington

- Past week was selected as a local leader for a round table for PG&E to learn what they do and advocate for the needs of Suisun City.
- Coffee at Starbuck with residents
- Talked on radio station today about Suisun City

### Mayor Hernandez

- Great to hear the work and interaction council members are doing
- Also attended the Fil-Am event which was hosted by former Mayor Pete Sanchez
- Homelessness Forum, going to be great meeting with service providers that will be in attendance;
- Environment and Climate Committee meet the last Wednesday of the month and approved Earth Day Art Walk to be held on 4/22; Vice Mayor Washington will also help with this project.
- Met with Congressman Garamendi's office; discussed various initiatives with members of his office:
- As President of the North Bay Division for the League of California Cities hosted an event at the Marina lounge for officials and leaders of the Division into Suisun City

Mayor Hernandez appointed Vice Mayor Washington and herself to the Economic Development/Business Ambassador Ad Hoc Committee

Council Member Pal suggested the name of the committee be the Suisun City Economic Vitality Ad Hoc.

### **CONSENT CALENDAR**

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

### City Council

- 8 Council Adoption of Resolution No. 2023-33: Authorizing the Deputy City Manager to Accept Grant Funds from North Bay Regional Center's Grants for Enhanced Community Integration for Children and Adolescents Program (Lofthus: klofthus@suisun.com).
- Ocuncil Adoption of Resolution No. 2023-34: Authorizing the City Manager, to submit a grant application to the Metropolitan Transportation Commission for \$200,000 to implement activity for the Suisun City Waterfront District Plan Planned Development Area (PDA) (Bermudez: <a href="mailto:jbermudez@suisun.com">jbermudez@suisun.com</a>).

### Suisun City Council Acting as Successor Agency

- 10 Successor Agency to the Redevelopment Agency of Suisun City Adoption of Resolutions Authorizing Deed Restrictions on Agency Owned Real Property as authorized by the Surplus Land Act (City Attorney).
  - A. Adoption of Successor Agency to the Redevelopment Agency of Suisun City Resolution No. SA2023-01: Authorizing the Execution of a Restrictive Covenant for Certain Successor Agency-Owned Real Property Located at 1240 Kellogg Street in the City of Suisun City (APN: 0032-200-330) as Required by California Department of Housing Community Development.

B. Adoption of Successor Agency to the Redevelopment Agency of Suisun City Resolution No. SA2023-02: Authorizing the Execution of a Restrictive Covenant for Certain Successor Agency-Owned Real Property Located at 718 Main Street in the City of Suisun City (APN: 0032-141-130) as Required by California Department of Housing Community Development.

### City Council

- 11 Council Adoption of Resolution No. 2023-35: Opposing AB 480 and Authorizing the Mayor to send in letters of Opposition (Folsom: gfolsom@suisun.com).
- 12 Council Adoption of Resolution No. 2023-36: Support SB 747 and Authorizing the Mayor to send in Letters of Support (Folsom: <a href="mailto:gfolsom@suisun.com">gfolsom@suisun.com</a>).

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

Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on March 7, 2023 and March 21, 2023 – (Skinner: <a href="mailto:clerk@suisun.com">clerk@suisun.com</a>).

Joint City Council / Suisun City Council Acting as Successor Agency

14 Council/Agency Approval of February 2023 Payroll Warrants in the Amount of \$626,272.47 and Council/Agency Approval of the February 2023 Accounts Payable Warrants in the Amount of \$825,257.03 – (Finance).

City Attorney clarified Item #10, typo on page 60; and gave explanation on the Lawler House.

### **PUBLIC COMMENTS**

Donna LeBlanc commented on the restrictive covenant; past comments indicated people were interested on the 1240 property; does this mean we have to record the covenant and then reopen that process so anyone interested can make an offer on the property?

Wayne Day commented that there is a Specific Plan put in place, have to have a destination and Lawler House is the most important thing you have; maybe put a satellite library in there; what is your vision for old town?

George Guynn commented we need to have businesses that make money; don't need to get rid of Lawler House; that it's a historic building;

Steve Olry commented if the city wants to make this place a destination, believe there are people in this town that can make things happen.

Attorney Gerli replied to questions.

### **ITEM #12**

George Guynn commented it should be annulled.

### **ITEM #14**

George Guynn commented on expenses paid for a trip to DC by the Mayor; water intrusion for \$6053 cost and that city hall is apparently not being kept up like it should be.

Mayor Hernandez replied to DC trip and that expenses are reimbursed by the Sewer District.

Motion by Vice Mayor Washington to approve Consent Calendar and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

### **PUBLIC HEARING NONE**

### **GENERAL BUSINESS**

15 Council Adoption of Resolution No. 2023-37: Establishing a Citywide Beautification Advisory Committee and Approving a \$5,000 Budget for the Committee - (Vue: <a href="mailto:nvue@suisun.com">nvue@suisun.com</a>).

Public Works Director Vue presented the report and power point.

Following Council discussion there was consensus on the following:

- Come to council before how money is to be spent as a consent calendar item to be added to policy for the committee
- No stipend
- Budget of 5K to be adjusted if needed mid-year
- Application process as other committees

### PUBLIC COMMENTS

Donna LeBlanc commented on the fact most council members were not seated at the time the LLD's were disbanded and suggested they go back and review past minutes as to why; report states committee will not reply on support from city employees and feels that is not reasonable; they need to have a staff person to ask questions of.

Motion by Council Member Dawson to approve Item #15 and seconded by Council Member Pal. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: None ABSENT: None

Consensus to continue meeting past 10pm

16 Discussion and Direction – Trash and Illegal Dumping - (Vue: nvue@suisun.com / City <u>Attorney).</u>

Director Vue presented report. City Attorney reported on City Codes reviewed and recommended amendments to the code.

### PUBLIC COMMENT

George Guynn concerned about going after residents when the homeless get a free pass.

Michelle Chavez commented about challenges on Humphrey Drive with illegal dumping; camping in their cars; look forward to a more beautiful clean city.

Discussion by council

- Opportunities with republic services
- Looking at bins
- Signage for sweeping schedule
- Fencing of vacant properties
- Explore grant opportunities for funding to do additional lighting

Attorney Gerli suggested the businesses these changes will effect should be contacted on how this might impact their ability to comply.

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

17 Non-Discussion Items.

### **ADJOURNMENT:**

There being no further business the meeting was adjourned at 10:4	8pm.

Anita Skinner, City Clerk

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in print at the meeting prior to the introduction or passage.

### **Certification Of Posting**

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
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



## MINUTES SPECIAL MEETING OF THE SUISUN CITY COUNCIL TUESDAY, MAY 2, 2023 5:00 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

CITY COUNCIL MEETINGS ARE HELD IN-PERSON PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: **862 1024 5492**CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

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

### **ROLL CALL**

Mayor Hernandez called the meeting to order at 5:02pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

### **CONFLICT OF INTEREST NOTIFICATION** None

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

### **PUBLIC COMMENT** None

(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 will hold a Closed Session for the Purpose of:

### City Council

### 1 CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

Property Under Negotiation: Assessor's Parcel Numbers 0032-020-240, located at 177 Main Street - Train Depot.

Negotiating Party: City Manager Parties Negotiating: Mama Laine's

Under Negotiations: Terms and Payment

### 2 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association);

SCPFA IAFF (Suisun City Professional Firefighters'

Association); Temporary/Part-Time Employees.

Council entered into Closed Session at 5:03pm.

### **CONVENE OPEN SESSION**

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

### **ADJOURNMENT**

There being no further business the meeting was adjourned	1 at 6:27pm.
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Anita Skinner, City Clerk

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CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



### **MINUTES**

# 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, MAY 2, 2023

6:30 PM

### Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

CITY COUNCIL MEETINGS ARE HELD IN-PERSON PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: **865 4075 9817**CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

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

(Next Ord. No. – 799)

(Next City Council Res. No. 2023 - 41)

Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 03)

(Next Housing Authority Res. No. HA2023 – 02)

### **ROLL CALL**

Mayor Hernandez called the meeting to order at 6:42pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

Pledge of Allegiance was led by Council Member Pal. Invocation was given by City Manager Greg Folsom.

### **CONFLICT OF INTEREST NOTIFICATION** None

(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 Update (Folsom: gfolsom@suisun.com).
  - Groundbreaking was held for the new Starbucks, expected opening 9/30.
  - Groundbreaking was held for new Tractor Supply Company, expected opening 10/15.
  - Groundbreaking for new subdivision postponed to 5/10 at 10am.
  - Reminders: National Free Comic Day Saturday, 5/6 and stay for the Cinco de Mayo celebration along the Waterfront.
  - Tuesday, May 16<sup>th</sup> will be a Closed Session meeting and the regular Council meeting will be on Tuesday, May 23<sup>rd</sup>.

### PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Presentation of Awards and Proclamations (Hernandez: ahernandez@suisun.com).
  - a. Presentation of Awards to Contest Winners and Certificates of Recognition for Earth Day Art Walk Poster Contest Participants

Mayor gave a brief explanation about the contest, winner selections, thanked Jay Gunkleman for his additional contribution of \$500 to be distributed among top winners along with contribution from the Sierra Club. Participants were honored on Earth Day at the event.

Contest winners were: Nora Zhou, Mia Song, Elsa Zhou, Marshall Mullen, Olivia Khawaja, Julia Miller, Gracie Miller.

- b. Presentation of Proclamation for National Small Business Week
   Mayor Hernandez read and Vice Mayor Washington presented to Laura Cole Rowe,
   President of BID. Ms. Rowe thanked Council.
- c. Presentation of Proclamation for National Safe Boating Week
   Mayor Hernandez read and Council Member Dawson presented to Harbor Master Janet
   Holt.
- d. Presentation of Proclamation for National Police Week/Peace Officers Memorial Day Mayor Hernandez read and Council Member Pal presented to members of the Suisun City Police Department.
- 3 Introduction and Swearing In of Suisun City Police Department Personnel (Roth: <a href="mailto:aroth@suisun.com">aroth@suisun.com</a>).

Chief Roth introduced new Police Officer Aisha Flores and Public Safety Dispatcher Dree Ibarra and gave a brief background on each.

Clerk Skinner swore in the members of the department. Council congratulated and welcomed them to the department.

Recess at 7:21pm for a Short Break for Celebration of New Suisun City Police Department Personnel. Reconvened at 7:35pm.

4 Mayoral and Councilmember Appointments of Commissions and Committees - (Hernandez: ahernandez@suisun.com).

Items 4a, 4b and 4c will be carried forward as additional clarification is needed.

- a. Approval of Appointments to the Environment & Climate Community Advisory Committee.
- b. Approval of Appointments to the Public Safety & Emergency Management Community Advisory Committee.
- c. Approval of Appointments to the General Tax Oversight Committee.
- d. Approval of Appointment of Suisun City/Fairfield-Suisun Unified School District Joint Committee.

Mayor Hernandez appointed Council Member Dawson to be the member of this joint committee.

Motion by Mayor Hernandez to approve the appointment and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

e. Approval of Appointment to the Solano Land Trust Climate Committee.

Mayor Hernandez moved to appoint Vice Mayor Washington to this committee and seconded by Council Member Osum. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

### 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.)

Steve Olry commented on roads; asked why city is not budgeting for roads, last meeting angry citizen who was going to sue city and rebuttal only threw gas on the fire; new budget and labor negotiations are held closed session; hope new members weigh in and speak up.

Joe spoke on the upcoming Cinco de Mayo Celebration this Saturday, May 6<sup>th</sup> from 10am-4pm. and reminded residents this Asian, American Pacific Islander month.

George Guynn concerned about budget, spending, management salaries, roads and infrastructure; auditors need to change.

James Berg great to see all the kids awards today; not seeing council representation in negotiations, papers being signed by people that don't live in the city; time to make changes to staff that is too top heavy; Earth Day participation was amazing, thanks for the meeting with the finance department, agrees we need to change auditors, current auditors are going on 9 years.

Eric Vera, Vice President of POA, spoke on the departure of Jeremy Snyder to Contra Costa County, his accomplishments with the department and thanked him for his dedication and service.

Donna LeBlanc hopes everyone comes out to the car show, rain or shine; very happy the RPMA has received a grant to start the Police Activities League.

Lito Santos spoke on the coming fire season and concerns about the Railroad and Sunset Avenue homeless encampments

City Attorney Gerli spoke on the Pickering property, and a nuisance notice has been served.

City Manager stated staff does the negotiations as the table, brings proposals to Council and gives direction to negotiating staff on how to proceed forward. Council always has the decision making.

Mayor Hernandez stated negotiations are done in closed session as they are personnel matters.

### **COUNCIL COMMENTS**

5 Council/Board Member Updates.

Council Member Dawson thanked staff for the work they put in on obtaining the PAL grant. CAP Solano strategic planning meetings over the past couple of weeks.

Council Member Pal attended the Art Walk and Rotary event downtown; important to have conversations with property owners and he spoke with neighbors surrounding property in question, we do care and are listening; spoke with resident who wanted speed bumps; always available and open to conversation.

Council Member Osum over past weeks have talked with local businesses, residents, "sidewalk breakfast committee", consolidating information and how to solve the issues; website is up and will now be able to respond more quickly; please continue to communicate with us.

Vice Mayor Washington commented city is growing; recent groundbreakings, Rotary event was quite successful; took a tour at S&H Mechanical today, great commodities in our city; sat with the Finance Department today; stay focus on the common goal the city wants to accomplish; kick off Asian/American/Pacific Islander event with Council Member Pal; thank you for the work of council, staff, and residents.

Mayor Hernandez feels honored to sit along side the other members, it is challenging work, volunteers in the community and always asks "what would you like to see improved; what would you like to see in Suisun City" and the responses vary greatly depending on the area they live in; thanked Public Works for the work they do with the tools they have and all of our staff members for their commitment to the city. Homelessness Regional Board is working on regional strategy; Homeless Forum that took place have received and answered questions, rough draft video has been received and distributed to staff and future dates in July and October; save the date for State of the City to be held May 30<sup>th</sup>.

Climate and Environment Committee received a presentation from Greenbelt Alliance and will be working with the city on grants.; connected with someone who is working on obtaining 501c3 non-profit to work with homeless; Working with President of Solano Community College on a fellowship program.

### **CONSENT CALENDAR**

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

### City Council

- 6 Council Adoption of Resolution No. 2023-41 Amending the Job Classification of Police Officer Trainee and Authorizing the Police Officer Trainee Program, Compensation, and Benefits (Penland: cpenland@suisun.com).
- Council Adoption of Resolution No. 2023-42 Approving a Second Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Police Officers' Association Effective July 1, 2021, through June 30, 2023, to Amend MOU Provisions Pertaining to Compensation (Penland: <a href="mailto:cpenland@suisun.com">cpenland@suisun.com</a>).
- 8 Council Adoption of Resolution No. 2023-43 Approving a First Amendment to the Memorandum of Understanding (MOU) Between the City of Suisun City and the Suisun City Firefighters' Association Effective July 1, 2022, through June 30, 2023, to Amend MOU Provisions Pertaining to Compensation (Penland: <a href="mailto:cpenland@suisun.com">cpenland@suisun.com</a>).
- 9 Council Adoption of Resolution No. 2023-44 Amending and Restating the Schedule of Benefits for Unrepresented Employees (Penland: cpenland@suisun.com).
- 10 Council Adoption of Resolution No. 2023-45 Amending the Citywide Salary Schedule to Implement the Second Amendment to the Suisun City Police Officers' Association (SCPOA) MOU 2021-23, the First Amendment to the Suisun City Professional Firefighters' Association (SCPFA) MOU 2022-23, and the Amended and Restated Schedule of Benefits for Unrepresented Employees (Penland: cpenland@suisun.com).
- 11 Council Adoption of Council Resolution No. 2023-46: Amending the City of Suisun City Special Event Permit Application (Lofthus: <u>klofthus@suisun.com</u>).
- 12 Council Adoption of Resolution No. 2023-47: Authorizing the City Manager to enter into a contract with Fairfield Suisun Unified School District to Provide Extended Learning Time Programming (Lofthus: klofthus@suisun.com).

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

Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on April 4, 2023, April 5, 2023, April 18, 2023 and April 25, 2023 – (Skinner: <a href="mailto:clerk@suisun.com">clerk@suisun.com</a>).

Council Member Dawson pulled Item 11 and Mayor Hernandez pulled Item 6.

### **ITEM #7**

Steve Olry asked if the Council has ever considered hiring a skilled labor negotiator; it would be money well spent.

Mayor Hernandez stated there was a labor attorney separate from city attorney.

### **ITEMS 7,8,9**

Donna LeBlanc asked if the new premium pay based on ARPA be part of the individual department's budgets? If there is previous ARPA funds not spent will those funds go into the General Fund? Are these funds no pensionable? How long do the MOU's run?

Mayor Hernandez and City Manager Folsom responded to questions.

Motion by Council Member Dawson to approved Consent Calendar Items 7,8,9,10,12,13 and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

ITEM 6

Mayor Hernandez had clarifying questions on Page 6 of staff report, second paragraph (read) stated that was fine; page 12 under identifying characteristics, second paragraph, second sentence (read) asked do they just return to previous full-time position?

Christina Penland, Human Resources Manager responded.

Council Member Pal, page 13, commented about additional age and US citizen requirements. Chief Roth responded.

Donna LeBlanc asked if current employee decide to do a leave of absence what pay level do they receive; cost of tuition and fees may be available prior to their enrollment in the academy and under what circumstances would it become available or not available due to budget?

Ms. Penland responded.

Motion by Mayor Hernandez to approve Item 6 with striking out first paragraph on top of page 14 regarding age and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

### **ITEM 11**

Council Member Dawson asked to have the item be reviewed further and take it back to RPMA Commission regarding the amplified sound on page 81.

After Council discussion there was consensus for further review and to re-agendize the item.

### **PUBLIC HEARING**

City Council

Public Hearing and Other Proceedings Related to Annexation No. 15 to Community Facilities District No. 2 (Municipal Services), for the Lawler Mixed-Use Project: - (Vue: <a href="mailto:nvue@suisun.com">nvue@suisun.com</a>).

- a. Council Adoption of Resolution No. 2023-48: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
- b. Council Adoption of Resolution No. 2023-49: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and
- c. Council Introduction and Waive Reading of Ordinance No. 799: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

Director Vue presented staff report and presentation.

### Mayor Hernandez opened the Public Hearing.

Steve Olry asked for clarification if these taxes were for specific uses.

Michael Zeiss asked for better understanding on what uses are allowed for Mello Roos; how much money actually comes in from this many units.

Donna LeBlanc asked about the different land use categories; does it fall under live/work or non-residential; what is current rate per square foot.

Director Vue responded

City Manager Folsom commented the project is apartments and two restaurants.

There being no further comments Mayor Hernandez closed the Public Hearing.

Short recess to locate ballots.

Clerk Skinner opened and read ballot results which were both Yes.

Vice Mayor Washington moved to approve Item 14 and seconded by Council Member Osum. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

- Public Hearing and Other Proceedings Related to Annexation No. 16 to Community Facilities District No. 2 (Municipal Services), for the Marina Village Apartments Project: (Vue: <a href="mailto:nvue@suisun.com">nvue@suisun.com</a>).
  - a. Council Adoption of Resolution No. 2023-50: Submitting Annexation of Territory and Levy of Special Taxes to Qualified Electors; and
  - b. Council Adoption of Resolution No. 2023-51: Declaring Results of Special Annexation Election, Determining Validity of Prior Proceedings, and Directing Recording of Amended Notice of Special Tax Lien; and

c. Council Introduction and Waive Reading of Ordinance No. 800: An Ordinance of the City Council of the City of Suisun City Levying Special Tax Within City of Suisun City Community Facilities District No. 2 (Municipal Services), Including Certain Annexation Territory.

Director Vue gave the staff report and presentation.

Mayor Hernandez opened the Public Hearing.

Donna LeBlanc asked what is the current rate? And what type of revenue will we be receiving from it?

Michael Zeiss suggested consider amending Ord 684 to expand uses to include roadways, then consider creating new CFD's instead of using existing again and again.

Director Vue responded.

Attorney Gerli stated she was not familiar with CFD's and could research but ordinances can be amended, but not sure if it can be done after the fact.

City Manager Folsom stated new CFD's can be created but must show nexus. Attorney Gerli stated a study must be done.

There being no further comments Mayor Hernandez closed the Public Hearing.

Clerk Skinner read ballot results which were both Yes.

Council Member Dawson moved to approve Item 15 and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None ABSENT: None

Mayor Hernandez stated that as noted in the staff report Item 16 will be continued to May 23.

Mayor Hernandez opened the Public Hearing. There being no comments Mayor Hernandez continued the item to May 23<sup>rd</sup>.

Deputy City Manager Lofthus stated it would be continued to June 20th, and not May 23<sup>rd</sup>.

Council Introduction and Waive Reading of Ordinance No. \_\_\_\_: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 12.12 (Park and Recreation Facilities) of Title 12 (Streets, Sidewalks and Public Places of the Suisun City Municipal Code - (Continue Public Hearing to May 23, 2023) - (Lofthus: klofthus@suisun.com).

### **GENERAL BUSINESS NONE**

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

17 Non-Discussion Items.

### **ADJOURNMENT**

There being no further business th	ne meeting was adjourned at 9:30pm.
Anita Skinner, City Clerk	

CITY COUNCIL
Alma Hernandez, Mayor
Princess Washington, Mayor Pro Tem
Jenalee Dawson, Member
Marlon L Osum, Member
Amit Pal, Member



## MINUTES SPECIAL MEETING OF THE SUISUN CITY COUNCIL TUESDAY, MAY 9, 2023 5:00 PM

Suisun City Council Chambers - 701 Civic Center Boulevard - Suisun City, California

### . NOTICE

Pursuant to Government Code Section 54953(b) the following City Council meeting includes teleconference participation by:

• Councilmember Amit Pal from: 13021 Leffingwell Rd., Sante Fe Springs, CA 90670

CITY COUNCIL MEETINGS ARE HELD IN-PERSON PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 834 9024 9601
CALL IN PHONE NUMBER: (707) 438-1720

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720

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

### **ROLL CALL**

Mayor Hernandez called the meeting to order at 5:01 pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

### **CONFLICT OF INTEREST NOTIFICATION** None

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

### **PUBLIC COMMENT** None

(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 will hold a Closed Session for the Purpose of:

### 1 CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association);

SCPOA (Suisun City Police Officers Association);

SCPFA IAFF (Suisun City Professional Firefighters'

Association); Temporary/Part-Time Employees.

Council entered into closed session at 5:02pm.

### **CONVENE OPEN SESSION**

There were no announcements.

### **ADJOURNMENT**

There being no further business the	meeting was adjourne	ed at 10:17pm.
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Anita Skinner, City Clerk	

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### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

CITY AGENDA ITEM: Council Approval of Staff recommendation to approve the Suisun City Transportation Development Act (TDA) Claim amount of \$1.5 million for FY 2023-24 which includes Suisun Microtransit, Maintenance of the Train Depot, Solano Transportation Authority (STA) Loan Repayment, Planning, Solano Express and Capital Replacement.

**FISCAL IMPACT:** Transportation Development Act Funds (TDA) are dedicated funds for transit related services. Claiming \$1.5 million for transit services has no fiscal impact on the General Fund.

**STRATEGIC PLAN:** Provide Good Governance, Ensure Public Safety, and Enhance the Environment.

**BACKGROUND:** On August 16, 2023, the Suisun City Council Approved partnering with Solano Transportation Authority (STA) for Microtransit Services.

**STAFF REPORT:** The Suisun Microtransit program launched on January 3, 2023, and consists of dialaride service available within Suisun City limits, and nine select locations within the City of Fairfield, as well as one fixed route known as the School Tripper.

Based upon the information provided in the Community Based Transportation Plan, City and STA staff recommended a Suisun City Microtransit system of roughly 4,080 annual vehicle revenue hours. The majority of these hours, 3,000, have been dedicated for dial-a-ride, while 1,080 hours have been dedicated for the fixed route service known as the School Tripper, which operates based on the School Schedule. Staff anticipated partnering with Uber Technologies as Uber just demonstrated a pilot with the City of Rio Vista which implemented a mobile feature that allows their patrons to request, pay, and track their ride all from their smartphone. However, the potential to partner with Uber has ceased as Uber is no longer partnering with transit agencies. STA staff generated a Request for Quotations, which was released on May 19, 2023, and hopes to have another technological firm in place by Fall 2023.

Since its inception, the Suisun Microtransit program has been popular and has provided 4,490 passenger trips between the months of January and April 2023. The ridership information based on mode can be found in Attachment A. As shown in the monthly ridership, the service remains relatively successful, despite the Suisun Microtransit staffing and vehicle challenges. When starting the service, staff partnered with SolTrans who donated 3, sixteen-seat cutaway buses that were well past their useful life benchmark. Since receiving the vehicles, staff and the contractor have repaired and painted the vehicles, but despite these improvements, the vehicles are deteriorating quickly. Until new buses are received, staff is partnering with the City of Vacaville to obtain two 13-seat cutaway buses to use in the interim. Given the fleet status, staff is recommending to replace two of the three buses, as well as increasing the seating capacity from sixteen to twenty, as the fixed route School Tripper has at times experienced capacity issues. The quote received from the California Cooperative Purchasing Agreement can be found as Attachment B.

As far as staffing, STA staff and the contractor realized it would be challenging to recruit drivers given

the current labor market and had the foresight to start bus operators at top pay for Solano County. Despite having a competitive pay scale, Suisun Microtransit has had its fair share of staffing challenges. Given the labor shortage facing the transportation industry, staff is proposing to operate the School Tripper year round to provide staffing continuity. This modification would increase the School Tripper annual revenue hours from 1,080 to 1,500 at an additional cost of \$65,000. The proposed operating increase is within the Fiscal Year (FY) 2023-24 operating budget.

TDA funds pay for the Suisun City Microtransit, as well as the mobility programs available within the City of Suisun City. TDA funding in the amount of \$585,00 is proposed to continue these programs, which includes the additional School Tripper hours for Suisun Microtransit. Suisun City residents are also served by Solano Express, a regional express bus service that services Sacramento to San Francisco, with destinations in between and Suisun City's share of cost is \$188,536. Additionally, Suisun City contributes to Solano Transportation Authority for Countywide planning efforts in the amount of \$50,029. TDA funds are also used within Suisun City to pay for a train depot maintenance worker, as well as oversight of transit service. An amount of \$250,000 in TDA funds will be used to repay STA for the Suisun City Mobility Hub loan, which will leave one remaining payment in FY 2024-25. The budget also includes \$310,000 for bus replacement as well as \$250,000 for capital reserves (\$250,000 for reserves is not included in FY 2023-24 TDA Claim), which was requested by the Suisun City Council. In all, the TDA claim in the amount of \$1,543,565 is being requested from the Metropolitan Transportation Commission through STA.

**STAFF RECOMMENDATION:** It is recommended that the City Council approve the Suisun City TDA Claim amount of \$1.5 million for FY 2023-24 and set aside \$250,000 for Capital Reserves.

### **DOCUMENTS ATTACHED:**

- 1. Monthly Ridership for the Suisun Microtransit Program
- 2. Bus Quote
- 3. TDA Budget for FY 2023-24
- 4. PowerPoint Presentation

PREPARED BY:

REVIEWED BY:

Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

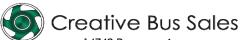
### **ATTACHMENTS:**

- 1 Monthly Ridership for the Suisun Microtransit Program.pdf
- 2 Bus Quote.pdf
- 3 TDA Budget for FY 2023-24.pdf
- 4 PowerPoint Presentation.pdf

### Monthly Ridership for the Suisun Microtransit Program

### **Suisun Microtransit**

Month	Fixed Route	Dial-a-Ride	Total
January-23	652	284	936
February-23	822	304	1126
March-23	1135	314	1449
April-23	787	192	979
Total	3396	1094	4490



14740 Ramona Avenue Chino, CA 91710 888.633.8380



7471 Reese Road Sacramento, CA 95828 888.633.8380

	000:000.0000		000.033.0300	
	CalACT MBTA RFP #20-01 - Class C - Quote	Sheet (Rev 2022)		
ehicle Type:	Class C - Ford E-450	Type of Lift:	<b>☑</b> Braun	
ontact:	Brandon Thompson	Lift Location:	Front 🗹 Rear	
gency:	Solano Transportation Authority	Seat Material Level:	Doc't 90 Level 4	
ddress:	423 Main Street	Seat Color:	#116 Blue	
ty, State, Zip:	Suisun, CA 94585	Flooring and Color:	Gerflor Gray	
none:	(707) 399-3234	Salesperson:	Jay Holzhuter	
Mail:	bthompson@sta.ca.gov	Salesperson Cell:	(650) 222-2621	
elivery:	180 Days From PO	Salesperson E-Mail:	jayh@creativebu	issales.com
Quantity:	Description	Price	Ext. Price	ADA
1	Starcraft Bus - Class C - (Ford E450)	\$102,571	00 \$102,571.00	\$11,790.0
1	2 - 34"-36" Freedman Flip Seat (featherweight)	\$1,670	00 \$1,670.00	\$1,670.0
1	12 - USSC G2 E Drivers Seat (If not standard)	\$700	00 \$700.00	
1	48 - REI PA system (4 interior, 1 exterior ADA sokr)	\$460	00 \$460.00	
1	66 - Mor-RYD Suspension	\$1,140	00 \$1,140.00	
1	79 - Sportworks bike rack (black 2 bike)	\$2,625	00 \$2,625.00	
1	81 - Velvac Power Mirror	\$700	00 \$700.00	
1	95 - Farebox rail/prewire	\$182	00 \$182.00	
1	112 - REI - 8 Camera Surveillance (2T DVR)	\$5,985	00 \$5,985.00	
1	116 - Stop Request System (w/ sign)	\$1,000	00 \$1,000.00	\$1,000.0
1	117 - Hanover Front and Side Destination Signs	\$6,040	00 \$6,040.00	\$6,040.0
1	127 - Delivery Zone 5	\$1,150	00 \$1,150.00	
1	128 - Diamond Farebox NV	\$2,000	00 \$2,000.00	\$2,000.0
	Non-Published Options			
3	Altro T36T Aluminum step edging w/yellow insert (Each)	\$50	00 \$150.00	
1	LED Information Board at Driver's Modesty Panel	\$1,000	00 \$1,000.00	
1	Denominator1 x 8 w/Mounting Bracket	\$875	00 \$875.00	
1	Tranfer Cutter Globe #550090, 2 Notch Shipped Loose	\$495	00 \$495.00	
1	Rio Vista Graphics	\$6,450	00 \$6,450.00	
		Class C - Base Price	\$102,571.00	
		Published Options	\$23,652.00	
		Non-Published Optio	ns \$8,970.00	
		Total	\$135,193.00	\$22,500.0
		Doc Prep Fee	\$85.00	
	The Non-Taxable Amount is the ADA Equipment in the Base and Added as Options	Non-Taxable	\$22,500.00	
	The Taxable Amount Includes the Mobility Rebate of \$1,000.00 For Ford Chassis	Taxable Amount	\$113,778.00	
	Suisun City*	Tax Total	\$9,528.91	8.375
		Sub-Total	\$144,806.91	
		CalACT Fee	\$2,027.90	
		DMV E-File Fee:	\$31.00	
		DMV Fee	\$250.00	(Estimated)
		Tire Fee	\$12.25	
		Total	\$147,128.05	
		Number of Units	1	
		Final Total	\$147,128.05	



\*Bus photo is not to exact specifications

### Class C Standard Build Options

Allstar 25 176" WB E-450 7.3L Premium Gas Engine W/240 Amp Ford Alt **	ST	93091	П	1
SPECIAL INSTRUCTIONS OR NOTES				1
SEE BOTTOM OF ORDER FOR WARRANTY		NOTE	1	1
Dealer to Perform 4-Wheel Alignment in California		NOTE	1	1
Dealer to Weigh Each Bus on California Certified Scale		NOTE	1	1
No Tow Vehicle Allowed During Delivery		NOTE	1	1
Ship 4-Corner Weight Sheet with Every Vehicle		NOTE	1	1
Use 250 lbs Per Wheelchair Position		NOTE	1	1
Parts Manual with As-built Electrical Schematics		NOTE	1	1
All Excessories Except Lights, WC Lift & Mobile Radio (If Equipped) Are Ignition		NOTE	1	1
Wiring Harnesses Supported Every 24" Maximum		NOTE	1	1
No Butt Connectors Allowed		NOTE	1	1
If Driver Switch Panel is on Engine Cover, Then a Quick Disconnect is Required		NOTE	1	1
Fast Idle: 1500 RPM on Gas - Fast Idle to Engage if Voltage Drops Below 12.5		NOTE	1	1
Install Dome Light With Every Row of Seats, Including WC Position, Must		NOTE	1	1
Ground Engine to Chassis Frame, Body to Chassis Frame, Lift Pump Housing to		NOTE	1	1
Hip-To-Knee Spacing 27" Minimum		NOTE	1	1
Seat Track Not Extend More than 6" Past Seats		NOTE	┨	1
Undercoat Metal Skirts		NOTE	1	1
Ground to First Step Height Shall Not Exceed 12.5" Unloaded		NOTE	1	1
304SS Required for Entry Grabs and Ceiling Grabs		NOTE	1	1
			┨	1
Ceiling Grab Rails Require Formed Elbows - No End Caps  AC & Heater Hoses Supported Every 24" Minimum		NOTE	┨	_
		NOTE	1	1
Build Front Driver Storage Compartment as Large as Possible, For Storage of		NOTE	1	1
Install Toolbox Next to Lift if Space Allows		NOTE	1	1
Convex Mirror Must Avoid Sun Visor and Overhead Door		NOTE	1	1
Headlight Aiming Certificate - Ship with Bus		NOTE	1	1
Water Test Certificate - Ship with Bus		NOTE	-	1
Driveline Metal Guards for Each Section of Shaft		NOTE	-	1
All Harnesses Secured to Frame at Maximum of 24"		NOTE	-	1
P-Clamps Added as Deemed Necessary by MBTA Inspector		NOTE		1
Batteries Must Be Same Type (No Mismatch) (1 In Tray - 1 Underhood)		NOTE		1
Continuous Run Battery Cables		NOTE		1
Slide Blocks To Hold Batteries In Place		NOTE		1
Floor Track Will Not Be Installed in Any Area not Covered by a Fixed Seat		NOTE	-	1
Operations Manual - Covering Conversion Features as Listed Parts Book, Operating Instructions, Troubleshooting Guide, Inspection &		NOTE	-	1
		NOTE	J	1
SPECIAL BUILD OPTIONS	0.7	00		1
Driver Entry Grab Steel Reinforced Plastic - Nutsert Install	ST	99		1
(3) GROUND WIRES TO BE ZERO OUGHT GAUGE, TO BE CONTINUOUS	ST	99	$\vdash$	1
Interlock on Entry Door - Must Be in Park to Operate	ST	99	$\vdash$	1
ENTRY DOOR HEADER ACCESS PANEL DOOR MUST BE HINGED WITH 2	ST	99	$\vdash$	1
Battery Tray: SS Tray & Slides Per Standard Options Below. Must Extend at	ST	99		1
Install Battery Cable Wiring Diagram Inside Battery Access Door	ST	99	H	1
Decal: Battery Disconnect, Emergency Use Only	ST	99	$\vdash$	1
Stainless Steel Battery Hold-Down Hardware	ST	99	$\vdash$	1
Add 2nd Heater Line Brass 1/4 Turn Valve	ST	99		1
Decal: "Heater Shut Off Valve" - Install On Street Side Near Valves	ST	99	$\vdash$	1
KEYED LOCK ILO THUMB LATCH FOR ELECTRICAL CENTER DOOR	ST	99		1
5/8", 7 Ply AC Marine Grade APA Plywood Floor	ST	99	$\vdash$	1
Upgrade Driver Plexi Barrier: Extend to Within 6" of Ceiling	ST	99	$\vdash$	1
14 Gauge Galvanized Steel Wheelwells	ST	99	$\vdash$	1
Dual Handles on WC Lift Doors	ST	99	$\vdash$	1
Flame Block on Bottom of Driver Seat Cushion (N/A on USSC & Recaro)	ST	99	$\vdash$	1
Laminated Modesty Panel, Grey Melamine, Each	ST	99	H	2
Intermotive Break Out Box	ST	99	$\vdash$	1
GENERIC PARTS MANUAL ON FLASH DRIVE	ST	99		1
ELECTRICAL SYSTEM	0E	et D		1
Intermotive Flex Tech Electrical System SIDEWALL / REARWALL / CEILING	05	STD	Ш	1
SIDEWALL / REARWALL / CEILING				



Sidewall: Grey FRP	05	STD	П	1
Rearwall: Grey Seaspray Fabric	05	STD	Н	1
Driver Area: Grey Padded Vinyl	05	STD	Н	1
			+	
FRP on Ceiling, Grey	05	2289	$\vdash$	1
Cove Colored Flooring on Sidewall to Seat Track	05	2238		1
FLOORING - WHITE NOSING IS STANDARD				
Altro Meta Storm	05	2248	ш	1
Yellow Step Nosing - Per Step	05	8820	Ш	3
CHASSIS				
Front Mud Flap (1), Passenger Side Only (to be used with Running Board) - NOT			ш	
AVAILABLE ON FORD TRANSIT	05	2340		1
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large) (NOT	٥-	0000	П	4
AVAILABLE ON FORD TRANSIT)	05	2623	ш	1
Exterior Mirror Set Remote/Heated w/External LED Strip Turn Signal Ford	05	2825	П	1
Romeo Rim Rear Bumper w/HawkEye RAS Installed	05	2670	П	1
Valve Stem Extender Inner Dual Rear Wheel, pair	05	8606	Н	1
ENVIRONMENTAL CONTROL	00			
TRANS/AIR AIR CONDITIONING SYSTEMS				1
TRANS AIR TA733 SUPER 75,000 BTU, TA73 EVAP, SMC3L COND, 13 CID COMP	П		П	
7.3L GAS	ST	99	ш	1
USE #16 SUCTION HOSE IN A/C SYSTEM	ST	99	Н	1
	01	99	Ш	
HEATERS	051	0044		1
Hot Water Heater, 35K BTU 3 Speed Low Profile	05	8044	Ш	1
MISCELLANEOUS				1
Silicone Heater Hose (for rear unit) w/full ring clamps	05	20090	Ш	1
ELECTRICAL				
Stainless Batt. Tray w/Std Batt. Box IS 304 REQUIRED? YES	05	2784	П	1
Stainless Steel Battery Tray Slides ILO Zinc Plated Slides - Extra Charge	05	2869	П	1
Rotary Disconnect Switch	05	8790	П	1
Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR	05	22101	П	1
Wiring Diagram "AS BUILT" ON USB Flash Drive		STD	П	1
EXTERIOR LIGHTS				-
Surface Mount LED Entry Door Exterior Light - STD Choose Optional Below or Special builds	_			
Surface Mount LLD Littly Door Exterior Light - 31D Choose Optional Delow of Special builds	1051	OTP		1
	05	STD	Н	1
LED Rear Center Mount Brake Light, Rectangular	05	20136		1
LED Rear Center Mount Brake Light, <b>Rectangular</b> LED Mid-Ship Turn / Marker Lights	05 05	20136 20138		1
LED Rear Center Mount Brake Light, Rectangular LED Mid-Ship Turn / Marker Lights Independent RED Brake & AMBER Turn Signal Lights	05	20136		1 1 1
LED Rear Center Mount Brake Light, Rectangular LED Mid-Ship Turn / Marker Lights Independent RED Brake & AMBER Turn Signal Lights INTERIOR LIGHTS	05 05 05	20136 20138 20139		1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each	05 05	20136 20138		1 1 1 2
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL	05 05 05	20136 20138 20139		1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA	05 05 05 05	20136 20138 20139 8041		1 1 1 2
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tootn/USB Enabled / 4 SPEAKERS PA  Ready	05 05 05	20136 20138 20139		1 1 1 2
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FW/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS	05 05 05 05	20136 20138 20139 8041		1 1 1 2
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tootn/USB Enabled / 4 SPEAKERS PA  Ready	05 05 05 05	20136 20138 20139 8041		1 1 1 2
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FW/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)	05 05 05 05	20136 20138 20139 8041		1 1 1 2
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired	05 05 05 05 05 05	20136 20138 20139 8041 8830		1 1 1 2 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FW/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)	05 05 05 05 05 05	20136 20138 20139 8041 8830		1 1 2 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FW/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key	05 05 05 05 05 05 05	20136 20138 20139 8041 8830 20163 2063		1 1 1 2 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)	05 05 05 05 05 05 05 05 05	20136 20138 20139 8041 8830 20163 2063 8133 20187		1 1 2 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR	05 05 05 05 05 05 05 05 05	20136 20138 20139 8041 8830 20163 2063 8133		1 1 1 2 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR	05 05 05 05 05 05 05 05 05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE		1 1 1 1 2 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR	05 05 05 05 05 05 05 05 05	20136 20138 20139 8041 8830 20163 2063 8133 20187		1 1 1 2 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook	05 05 05 05 05 05 05 05 05 05 05 05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE		1 1 1 2 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook  LUGGAGE RACK / STORAGE	05 05 05 05 05 05 05 05 05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE		1 1 1 2 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook	05 05 05 05 05 05 05 05 05 05 05 05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE		1 1 1 2 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tootn/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook  LUGGAGE RACK / STORAGE  Driver Storage in Cab Overhead with Lock  PARATRANSIT OPTIONS	05   05   05   05   05   05   05   05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE 8769		1 1 1 2 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AIM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook  LUGGAGE RACK / STORAGE  Driver Storage in Cab Overhead with Lock  PARATRANSIT OPTIONS  Double W/C Doors w/ Windows, LED Interior Light, Leaf Spring, LED Exterior Lighting	05   05   05   05   05   05   05   05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE		1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AIM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook  LUGGAGE RACK / STORAGE  Driver Storage in Cab Overhead with Lock  PARATRANSIT OPTIONS  Double W/C Doors w/ Windows, LED Interior Light, Leaf Spring, LED Exterior Lighting IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?	05   05   05   05   05   05   05   05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE 8769		1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AIM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook  LUGGAGE RACK / STORAGE  Driver Storage in Cab Overhead with Lock  PARATRANSIT OPTIONS  Double W/C Doors w/ Windows, LED Interior Light, Leaf Spring, LED Exterior Lighting IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?  BRAUN LIFTS	05   05   05   05   05   05   05   05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE 8769 20192		1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tooth/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook  LUGGAGE RACK / STORAGE  Driver Storage in Cab Overhead with Lock  PARATRANSIT OPTIONS  Double W/C Doors w/ Windows, LED Interior Light, Leaf Spring, LED Exterior Lighting IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?  BRAUN LIFTS  Braun Century NCL917-2 800# Lift (33"x51")	05   05   05   05   05   05   05   05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE 8769		1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AIM/FM/CD/Clock Blue Tootn/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook  LUGGAGE RACK / STORAGE  Driver Storage in Cab Overhead with Lock  PARATRANSIT OPTIONS  Double W/C Doors w/ Windows, LED Interior Light, Leaf Spring, LED Exterior Lighting IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?  BRAUN LIFTS  Braun Century NCL917-2 800# Lift (33"x51")  LIFT FAST IDLE WITH 403 INTERLOCK	05   05   05   05   05   05   05   05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE 8769 20192		1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AM/FM/CD/Clock Blue Tootn/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook  LUGGAGE RACK / STORAGE  Driver Storage in Cab Overhead with Lock  PARATRANSIT OPTIONS  Double W/C Doors w/ Windows, LED Interior Light, Leaf Spring, LED Exterior Lighting  IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?  BRAUN LIFTS  Braun Century NCL917-2 800# Lift (33"x51")  LIFT FAST IDLE WITH 403 INTERLOCK  Intermotive Gateway 508-F Ford E or 517-F Transit Fast Idle with Lift Interlock	05   05   05   05   05   05   05   05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE 8769 20192		1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
LED Rear Center Mount Brake Light, Rectangular  LED Mid-Ship Turn / Marker Lights  Independent RED Brake & AMBER Turn Signal Lights  INTERIOR LIGHTS  Additional Interior LED Dome Lamp - Each  AUDIO / VISUAL  Jensen JHD36AB AIM/FM/CD/Clock Blue Tootn/USB Enabled / 4 SPEAKERS PA  Ready  DOORS / HATCH / WINDOWS  Electric Entry Door is Standard. Add Option #2056 if Manual is Desired  Passenger Door Electric (standard)  Passenger Door 36" ROUGH OPENING (STANDARD)  Exterior Passenger Entrance Door Key  Solid Window(s) EACH Replace T-Slide(s) Enter Specific Instructions in Row Below  STREET SIDE REAR  INTERIOR  Driver Coat Hook  LUGGAGE RACK / STORAGE  Driver Storage in Cab Overhead with Lock  PARATRANSIT OPTIONS  Double W/C Doors w/ Windows, LED Interior Light, Leaf Spring, LED Exterior Lighting IS THE LIFT IN THE FRONT OR REAR OF THE UNIT?  BRAUN LIFTS  Braun Century NCL917-2 800# Lift (33"x51")  LIFT FAST IDLE WITH 403 INTERLOCK	05   05   05   05   05   05   05   05	20136 20138 20139 8041 8830 20163 2063 8133 20187 NOTE 8769 20192		1 1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1



Q5-7580-4 18" Blue Webbing Loop (eac	h)	05	20250		8
Q5-6327 84" Postural Belt with Padding -	Black Webbing	05	20251		1
Q-Straint Belt Cutter (ship loose)	-	05	8179		1
Miscellaneo	ous Accessories				1
Priority Seating Sign **Required for ADA	Compliance**	05	8104		1
Tool Box Wheelchair Belt Storage		05	20257		1
SAFET	Y OPTIONS				
5 Lb Fire Extinguisher		05	8089		1
16 Unit First Aid Kit		05	8090		1
Body Fluid Kit		05	20264		1
Emergency Triangle Kit		05	8091	Ш	1
Back-Up Alarm SAE Type B 107 db(A) I		05	2880		1
STANDARD ROSCO STSK4750 BACK- MONITOR / MIRROR COMBO	UP CAMERA SYSTEM W/ 7" REARVIEW	05	STD		1
Interior Convex Mirror 6"x9"		05	20276	П	1
Red Light Over Emergency Exit Ea: ON:	SIDE & REAR EGRESS WINDOWS	05	8155	П	3
Yellow "Standee" Line		05	8802	П	1
GRAB RAIL / ST	ANCHION / PANELS				
Ceiling Grab Rail - Install on Both Sides	8	05	99		1
Left Hand Entry Vertical Grab Rail - 1 1/4	н	П	STD		1
1 1/4" Dual Entry Grab Rails Parallel to E	ntrance Steps (both sides)	05	8130		1
Stanchion and Modesty Panel at Entry Do		П	STD		1
SEATIN	G - DRIVER				1
SHIELD Sport 2.0 Recliner RH Adjustable	e LeMans Arm, 2 Way Adjustable Lumbar	05	99		1
FREEDMAN SHIELD	DRIVER SEAT FABRICS				1
Driver Seat Cover - Level 4 Ice Pinstripe	; Mor-Care; Leathermate	05	2043		1
SEATING -	- PASSENGER				1
STD RI	GID SEATS				1
Mid High Double Seat		05	8067		8
PASSENGER	R SEAT FABRICS				1
Seat Cover - Level 4 Ice Pinstripe; Mor-C	are; Leathermate	05	2074		16
SEAT	OPTIONS				1
Anti-Vandal Grab Handle, Black Ea <b>on:</b>	ALL SEAT EXCEPT AGINST REAR WALL	05	2311		16
Black US Armrest - Each - on:		05	2077	Ш	8
Flame Block Material on Underside of Se		05	2884		16
SEA	T BELTS				1
Seat Belt, Freedman USR Retractable (P		05	2282		16
Seat Belt Extension, 12" (P/N 56410) FC	R USR SEAT BELTS	05	8771		2
· · · · · · · · · · · · · · · · · · ·					

### **SUMMARY OF STANDARD WARRANTIES**

(Provide complete warranty information and parchment with proposal)

Warranty	Miles	Years	Warranty Details
Body Structure	100,000	5	See attached Warranty Info
Chassis	36,000	3	See attached Warranty Info
Engine	60,000	5	See attached Warranty Info
Transmission	60,000	5	See attached Warranty Info
Air conditioner	Unlimited	2	See attached Warranty Info
Lift/Ramp	Unlimited	5	See attached Warranty Info
EV Battery	N/A	N/A	N/A
EV Conversion/Installation	N/A	N/A	N/A
CNG Warranty (Install and tanks)	N/A	N/A	N/A

# TDA Budget for FY 2023-24

Suisun City	TDA Funds FY 2022-23	TDA Funds FY 2023-24	2023-24	
MTC February 2023 estimate	\$ 1,581,740	\$	1,643,640	
Plus Carry over	1,472,931	\$	1,329,909	
Available for allocation per MTC	3,054,671	\$	2,973,549	
These amounts include claims after 1/31/23				
including swaps claimed by others	\$ (505,412)	\$	(770,000)	
Total Available to Claim	\$ 2,549,259	<del>s</del>	2,203,549	
Local Transit Service				
Paratransit	- \$	\$		
Local Taxi Scrip	- \$	<b>⋄</b>		
Intercity Taxi card (PEX)	\$ 6,343	\$	10,000	
Fix Route Transit Service and Microtransit	000'005 \$	\$	250,000	
First/Last Mile	\$ 20,000	\$	25,000	
Total	\$ 526,343	\$	585,000	
SolanoExpress				
Estimate for Directory and Dad Lines				
Estimate for Blue, Green, and Red Lines (Claimed by SolTrans)	137 087	₽	188 536 Dotential	188 536 Detentially could be claimed from Eairfield/Suisum ETA 5307
Total	124,007	<b>۲</b> ۷	100 526	
-0.64	(50/tct	<b>Դ</b>	100,000	
1				
Other items				
STA Planning* Claimed by STA	\$ 50,029	\$	50,029	
Train Depot includes (50K + 80K+ 30K = \$160,000)				
for Maintenance Worker and Management	\$ 160,000	\$	160,000	
Mobility Hub Parking Lot joint project with STA	\$ 250,000	\$	250,000 3rd paym	250,000 3rd payment for Suisun Mobility Hub
Reserve for Micro transit Capital/Operations	\$ 200,000	\$	310,000 Bus Capit	310,000 Bus Capital for Microtransit plus \$140,000 from FY 2022-23
Other Capital Reserve	\$ 250,000	\$	250,000 Pursuant	250,000 Pursuant to City Council Direction
Total	\$ 910,029	\$	1,020,029	
Total TDA for FY 2022-23	\$ 1,570,459	\$	<b>ئ</b>	1,543,565 FY 2023-24 TDA Matrix Claim
TDA Remaining Balance	\$ 978,800	\$	409,984 \$	750,000 Transit Capital Reserve













## **School Tripper**

- Staff proposes to operate this service year around to enhance mobility options for Suisun City residents during the summer months.
- Provides staffing continuity

SUISUN CITY SCHOOL TRIPPER							
1	AM Departure Schedule						
Potrero Circle at Lawler Ranch Parkway	Bella Vista at Montebello Driver	Harrier at Root Elementary School	Pintail at White Wing Lane (Suisun Elementary School)	Driftwood Drive at Josiah Circle (Crystal Middle School)	Main Street at Lotz Way (Suisun Train Station)	FTC (Connect to FAST Route 7)	Washington Street at Empir Street (Armijo High School)
6:21	630	6:33	6:36	6:43	6:45	6:54	(IEV)
7:45	7-52	7-57	8:00	806	8:10		8-20

PM Departure Schedule							
Washington Street at Empire Street (Armijo High School)	FTC (Connect from extended FAST Route 8)	Main Street at Lotz Way (Suisun Train Station)	Driftwood Drive at Josiah Circle (Crystal Middle School)	Pintail at White Wing Lane (Suisun Elementary School)	Harrier at Rook Elementary School	Bella Vista at Montebello Driver	Potrero Circle at Lawler Ranch Parkway
	-	2	3:15	3:20	3:23	3:28	3:37
3:40	4:10	4:22	4:26	4:36	4:40	4:50	5:00

**SUISUN** MICROTRANSIT



January's through April Ridership 1449 2023 Ridership 1400 1200 1000 800 ▶ 4,490 passenger trips taken. 600 3,396 passengers in the School Tripper 400 1,094 passenger trips on the dial-aride April-23 January-23 February-23 March-23

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# Proposed Budget for FY 2023-24

- Continue Suisun Microtransit program and expand year round fixed route "School Tripper" service.
- Procure three 20 seat cutaway buses
- ► Third of fourth loan payment for the Suisun Mobility Hub
- ▶ Train station maintenance worker
- Continue mobility options such as First Last Mile and Taxi Card Program.

**SUISUN** MICROTRANSTI

Suisun City	TDA F	ınds FY 2022-23	TDA Fu	inds FY 2023-2
MTC February 2023 estimate		1,581,740	\$	1,643,640
Plus Carry over		1,472,931	\$	1,329,909
Available for allocation per MTC	\$	3,054,671	\$	2,973,549
These amounts include claims after				
1/31/23 including swaps claimed by	\$	(505,412)	\$	(770,000
Total Available to Claim	\$	2,549,259	\$	2,203,549
Local Transit Service				
Paratransit	\$		\$	
Local Taxi Scrip	\$	1.	\$	
Intercity Taxi card (PEX)	\$	6,343	\$	10,000
Fix Route Transit Service and Microtransit	\$	500,000	\$	550,000
First/Last Mile	\$	20,000	\$	25,000
Total	\$	526,343	\$	585,000
SolanoExpress				
Estimate for Blue, Green, and Red Lines				
(Claimed by SolTrans)	\$	134,087	\$	188,536
Total	\$	134,087	\$	188,536
Other items				
STA Planning* Claimed by STA	\$	50,029	\$	50,029
Train Depot includes (50K + 80K + 30K = \$160,000) for Maintenance Worker and	207	25 70	-C×	
Management	\$	160,000	\$	160,000
Mobility Hub Parking Lot joint project with:	\$	250,000	\$	250,000
Reserve for Micro transit	\$	200,000	\$	310,000
Other Capital Reserve	\$	250,000	\$	250,000
Total	\$	910,029	\$	1,020,029
Total TDA for FY 2022-23	\$	1,570,459	\$	1,793,565
TDA Remaining Balance	\$	978,800	\$	409,984



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# Questions? Brandon Thomson Bthomson@sta.ca.gov 707-399-3234

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### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

**CITY AGENDA ITEM:** Discussion and direction to Staff regarding revisions and updates to the City Council Norms & Procedures, and relevant policies and municipal code sections.

**FISCAL IMPACT:** None

**STRATEGIC PLAN:** Ensure Good Governance.

**BACKGROUND:** In July of 2019, the City Council adopted its Norms & Procedures, which have since been amended three times. The Norms themselves require that the City Council review them annually "to assist Council Members in being more productive in management of the business of the City."

The City Council has directed, once a full new Council would be seated following the November 2022 election and the subsequent appointments, that the Norms & Procedures should be revised and updated to include certain provisions that are typically included, and so as to make them easier to navigate by, for example, consolidating certain sections and removed duplicate or unnecessary provisions.

**STAFF REPORT:** The City Manager and City Attorney have reviewed the current Norms & Procedures and provide the following recommendations regarding updates to the rules. The Council is being requested to consider these and any other changes, and provide direction at this time. The City Attorney's Office will return in short order with a track changes draft for Council's further consideration.

- 1. Language clean-up.
  - a. Remove provisions that are redundant.
  - b. Clarify provisions as needed.
  - c. Correct typographical errors.
  - d. Change references to Mayor Pro Tem to Vice Mayor (consistent with language in other local jurisdictions which use the term Vice Mayor).
- 2. Reorder and consolidate: some sections can be consolidated, for example the sections on decorum by Council, speakers, and the public, and provisions relating disruptive conduct can be consolidated. All the sections that relate to meetings and procedures for public meetings should be consolidated or close together.
- 3. Censure. The Norms lack censure provisions. This is a process that is typically included in council rules of procedure. The Council has limited ability to penalize a member who is violating the rules and policies of the City, or any other law, but without these rules Council has no ability to take action. Censure procedures include due process for the councilmember who may be subject to the censure.
- 4. Code of ethics. The Norms have some provisions that are typically found in codes of ethics, but the City does not have an explicit code. The code of ethics can be adopted as a policy by resolution, or can be incorporated into the municipal code.

- 5. Social media policy. The Norms address the use of social media, but the provisions should be expanded and clarified, and moved to a separate policy that applies to not just the Council, but also to City officials and employees.
- 6. City Attorney responsibilities. Add a section that broadly articulates the City Attorney's role.
- 7. Mayor vacancy. The Norms (and the Municipal Code) only address council vacancies. Reference in the Norms and the Code should be made to the process to fill a mayor vacancy, which is governed by its own Government Code section.
- 8. Meeting dates. Does the Council wish to continue having most of its meetings on the first and third Tuesday of the month, or move the meetings to the second and fourth Tuesday? Or to any other day of the week? Currently, the Norms and the Municipal Code provide for the first and third Tuesday, but that any Tuesday meeting is a regular meeting. The Planning Commission bylaws state that meetings occur on the second and fourth Tuesday. A change in meeting dates also would trigger amendments to the Code and the Planning Commission bylaws.
- 9. Public comment. The Norms provide that comments shall be for a maximum of 3 minutes, and the Mayor may shorten the time depending on the number of speakers. Council could change the amount of time for comments, for example limit all comments to 2 minutes, or 3 minutes for public hearings and 2 minutes for other items. The council can also limit the amount of time that public comment can be taken at the top of the meeting, with the remainder to be completed at the end. Note that no matter how late the meeting runs, if public comment isn't completed in the time allotted, time must be made at the end of the meeting.
- 10. Council responsibility. Add a section addressing the Council's role for quasi-judicial proceedings.
- 11. Remote participation. Add reference to Government Code 54953.
- 12. Conduct that disrupts meetings. Add reference to Government Code 54957.95.
- 13. Required trainings.
  - a. The Norms require that Council Members, Commissioners, and Committee members received AB 1234 and sexual harassment prevention training every two years. Does the City Council want to add penalties, following notice and a reasonable period of time to comply, for those who do not complete timely training, such as removal from committees or commissions?
  - b. Does the Council wish to add any other trainings, such as unconscious bias, housing laws, municipal finance?
- 14. Commissions and committee appointments. Currently, only persons who live within the City can be appointed. Does Council want to add an exception for committees where it would be in the best interest of the city to have representation by persons who don't live in the City but who represent organizations whose input and participation would benefit the City.
- 15. Requirement that Council set the schedule of meetings for the year. This section is likely unnecessary, the meetings occur on set meeting days, there is no need to set an annual meeting schedule. Recommendation is to remove this rule.

- 16. Meetings.
  - a. Add provisions re emergency meetings.
  - b. Add a section re conduct of public hearings.
- 17. Written public comments. City Clerk suggests a cut-off of 2 hours prior to the meeting.

**STAFF RECOMMENDATION:** It is recommended that the City Council review the existing Norms & Procedures and provide direction to the City Manager and City Attorney regarding the above provisions and any necessary changes to the Municipal Code and other City procedures, as well as any other direction the Council deems appropriate.

### **DOCUMENTS ATTACHED:**

- 1. City Council Norms and Procedures 2023 Revisions
- 2. City Council Norms and Procedures PowerPoint Presentation

PREPARED BY:Elena Gerli, City AttorneyREVIEWED BY:Greg Folsom, City ManagerAPPROVED BY:Greg Folsom, City Manager

### **ATTACHMENTS:**

1 City Council Norms and Procedures 2023 revisions.pdf

2 City Council Norms and Procedures PowerPoint Presentation.pdf



Norms & Procedures

### **SUISUN CITY COUNCIL:**

Mayor Alma Hernandez Mayor Pro TemVice Mayor Princess Washington Councilmember Council Member Jenalee Dawson Councilmember Council Member Amit Pal Councilmember Council Member Marlon Osum

### **ORIGINAL ADOPTION:**

July 30, 2019

AMENDED:

FEBRUARY 18, 2020 FEBRUARY 15, 2022 JULY 19, 2022

\_\_\_\_\_, 2023

# SUISUN CITY COUNCIL NORMS & PROCEDURES

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# SUISUN CITY COUNCIL NORMS & PROCEDURES

### Section 1. GENERAL

### 1.1 Purpose.

The purpose of these Norms and <u>&</u> Procedures is to promote communication, understanding, fairness, and trust among the members of the City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Suisun City.

In the interest of promoting best practices in our local government as Municipal Legislators, this document will include operational procedures, policies, and practices.

### 1.2 Code of Conduct.

The residents and businesses of Suisun City are entitled to have a fair, ethical and accountable local government, which has earned the public's full confidence for integrity. The effective function of our democratic government requires that:

- Our public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- Our public officials be independent, impartial, and fair in their judgment and actions;
- Public office be used for the public good, and not for personal gain; and
- Public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

### 1.3 Decorum.

All Council Members shall practice a high degree of decorum and courtesy. Respect for each Council Member's interpersonal style will be the standard of operation. Courtesy and respect for individual points of view will be practiced at all times.

All Council Members shall respect each other's right to disagree. Council Members shall commit to avoiding personal attacks, using language that is demeaning, or using words or phrases that tend to "shut others down."

When addressing the public in any way, all Council Members shall make certain their opinions are expressed solely as their own, and do not in any way necessarily reflect the opinions of any other Council Member or the City.

This subject is expanded in Section 11.

### 1.4 Overview of Council responsibilities.

Suisun City is a California General Law city with a council/manager form of government. The City Council, which is elected directly by city voters, is assisted by a number of appointed and separately elected officials to provide services for City residents. The City Council has the following duties and responsibilities:

(a) Appointment and Evaluation of the City Manager and City Attorney. The City Council shall appoint the City Manager and the City Attorney. The City Manager shall implement City Council policy and run day-to-day operations of Suisun City. The City Attorney shall provide legal advice and act as counsel to elected officials and city staff in adherence to-with all federal, state, and local laws pertaining to city operations and public policy. There should be an annual review for the City Manager and the City Attorney.

The City Manager's annual review shall follow closely the format included in the City Manager's contract and include goals for the next period. Less formal evaluations may take place quarterly or every six months at the pleasure of the Council. A separate procedure will be established for this evaluation.

The City Attorney's annual review shall be at a format proposed by the Mayor and agreed upon by the Council informally.

The Mayor at his/hertheir discretion may annually create an ad hoc to oversee annual review process and prepare a summary evaluation.

- **(b) Establishment of boards and appointment of members.** With the consent of the Council, the Mayor may establish Boards, Commissions, and Committees, and make appointments of members of all Boards, Commissions, and Committees. The Mayor may, from time to time, cede this authority by resolution of the Council.
- (c) Legislative decisions. The Council is the legislative body; its members are the community's decision makers. Power is centralized in the elected City Council collectively and not in individual members of the Council. The City Council approves the budget and determines the public services. It focuses on the community's goals, major projects and such long term considerations as community growth, financing and strategic planning. The City Council hires a professional City Manager to carry out administrative responsibilities and they collectively supervise the City Manager's performance.
- (c)(d) Quasi-judicial decisions. The Council may from time to time be required to make quasi-judicial decisions (e.g., an appeal to a land use entitlement). In this capacity, the Council Members will avoid ex parte communications with parties to the proceedings, and will disclose to the entire Council and the public any such communications and any documents they may have so received. Any ex parte communications or documents so received shall be part of the record of the proceeding. In quasi-judicial

proceedings, the Council Members will remain impartial until all evidence has been presented. Any Council Member shall only recuse themselves in the event of a conflict, and shall not abstain from making a decision. Council Members who are absent for the earlier of a continued quasi-judicial proceeding, shall review the recording of the proceeding and familiarize themselves with the staff report all relevant oral and written testimony.

### 1.5 Overview of City Manager responsibilities.

The City Manager is hired to serve the City Council and the community and to bring the benefits of education, training and experience in administering the City's projects, programs, and public services on behalf of the City Council. The City Manager follows the direction of the entire City Council and not individual members of the Council or the public, and serves at the sole discretion of the Council.

As the City's Chief Executive Officer, the City Manager oversees:

- Department heads and department operations
- Budget development and fiscal management
- Policy implementation
- Personnel administration and human resources
- Labor relations
- Intergovernmental relations
- Service delivery
- Elected official support
- A variety of special projects and assignments

The City Manager appoints, removes, promotes, and demotes any and all officers and employees of the city except the City Clerk, City Attorney, and City Treasurer. Appointment, removal, promotion, or demotion of department heads shall require prior approval of the City Council. (Ord SCMC § 2.08.110)

Among the chief duties, the City Manager will implement the Council's policies, projects, programs, and public services in an effective and efficient manner, providing professional advice on policy matters, intergovernmental affairs, economic development, and environmental issues. (See also, Chapter 2.08 of the Suisun City Municipal Code.)

### Overview of City Attorney's responsibilities.

(a) Authority. The City Attorney, or deputy, shall attend all meetings of the Council unless excused and shall attend all meetings of such other boards and commissions as directed by the Council or City Manager. The City Attorney serves as advisory parliamentarian for the City. Final rulings on parliamentary procedure are made by the Presiding Officer. All ordinances and resolutions and all contracts, deeds, easements or other legal instruments shall be approved as to form and legality by City Attorney. In any case of ambiguity or uncertainty in the interpretation or application of this Manual to any procedure, the Presiding Officer may direct such question to

the City Attorney for a ruling. The City Attorney's Office shall work with the City Manager and City Staff as directed, shall supervise and track all litigation and code enforcement matters, and handle all other legal matters on behalf of and as directed by the City Manager and/or City Council.

**(b)** Attorney-Client Privilege. The City Attorney is the legal representative of the City acting through its City Council. Any member of the Council may request from the City Attorney a legal opinion regarding any matter related to the interests of the City. Where a legal opinion involves substantial cost, the request for the opinion must first be approved by the City Manager or by a majority of the Council. There is a continuing legal question as to whether the City Attorney may have an attorney-client relationship with any individual member of the Council or the staff. As a consequence, any discussion with the City Attorney which leads to the conclusion that the interests of the City are at risk must be revealed to all relevant members of the Council and the staff by the City Attorney. The City Attorney shall not have an attorney-client relationship with individual Council Members. The City Attorney is required to maintain the confidentiality of such communications from persons outside the City to the extent required or permitted by law and the code of ethics.

### "City Council" in the Rules & Norms

In these Rules & Norms, the term "City Council" or "Council Member" shall include and also refer to, the Mayor, unless separate reference is made to the Mayor, or the context indicates otherwise.

### 1.6 Annual Review of Norms & Procedures.

The City Council shall conduct <u>a-periodic</u> reviews <u>and revisions</u> of this document <del>annually within three months prior to the start of a new fiscal year, or</del> whenever Council deems necessary, to assist Council Members in being more productive in management of the business of the City.

### 1.7 Ralph M. Brown Act.

All conduct of the City Council, Commissions, Committees and Subcommittees shall be in full compliance with the Ralph M. Brown Act.

### PLACEHOLDER. CODE OF ETHICS

### SECTION 2. COUNCIL REORGANIZATION

### 2.1 Mayor Pro TemVice Mayor Selection Process.

In December of each year, the Mayor shall select and appoint a <u>Vice</u> Mayor <u>Pro Tem</u>, with consent of the City Council, from among the members of the Council. Selection and appointment shall be at the first meeting of a new term following each General Municipal Election or at the first meeting in December during non-election years. <u>For all intents and purposes, the title Mayor Pro</u>

Tem and Vice Mayor are used interchangeably. The term of the appointment shall be for a 12-month period commencing on January 1<sup>st</sup> of each year, unless otherwise provided for by majority vote of the Council. The Vice Mayor may also be referred to a Mayor Pro Tem.

### 2.2 Duties of the Mayor Pro Tem/Vice Mayor

The Vice Mayor remains as one member of the City Council and has no rights or authority different from any other member of the Council. The Vice Mayor is the designated individual to represent the Mayor and perform any duties as required when the Mayor is unavailable. If the Mayor will be unavailable for an extended period of time, the Mayor shall provide notification to the Vice Mayor, City Manager, and City Clerk, in addition to outlining any additional duties.

### 2.3 Appointment toof a Council Vacancy.

In the event of a vacancy of office or the death or resignation of any Council Member, the Mayor shall appoint a new Council Member, with the consent of the Council, or call within sixty (60) days after a vacancy or death or resignation becomes effective in compliance with the California Elections Code, unless the Council, by resolution, decides to instead call—a special election, consistent with Government Code Section 36512. In the event of appointment, the Mayor, with the consent of the Council, shall determine by resolution the process for appointment prior to the application process—and in accordance with State law.

### **Appointment to a Mayor Vacancy**

In the event of a vacancy of office or the death or resignation of the Mayor, the Vice Mayor shall appoint a new Mayor with the consent of the Council, or call a special election, consistent with Government Code Section 34902. In the event of appointment, the Vice Mayor with the consent of the Council, shall determine by resolution the process for appointment prior to the application process.

### SECTION 3. ADMINISTRATIVE MATTERS

### 3.1 Attendance.

<u>Attendance by the City Council Members acknowledge that attendance</u> at <u>lawful noticed</u> meetings of the City Council is part of their official duty. Council Members shall make a good faith effort to attend all such meetings unless unable. Council Members will notify the Mayor, City Manager, and City Clerk, if they will be absent from a meeting.

Per <u>Gov Code Section §36513 of the Government Code</u>, "if a city councilmember is absent without permission from all regular city council meetings for 60 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy."

### **Remote Participation**

In the event members of the City Council cannot attend a meeting in person, they may attend remotely in conformance with the provisions of Section 54953 of the Government Code.

### 3.2 Correspondence.

With some exceptions, Any proposed correspondence (including electronic) from individual Council Members/Mayor on City stationery\_shall be reviewed\_approved\_by the Council in draft form prior to release.

On occasion, there are urgent requests from the League of California Cities for correspondence concerning legislation directly affecting municipalities. Assuming there is agreement between the Mayor and City Manager that the League's position corresponds with that of the Council, the Mayor may send a letter without first obtaining Council review. Such correspondence shall be added to the following Council meeting's consent calendar for the entire Council to receive and file. The Council may take action to rescind the Mayor and City Manager's actions.

City letterhead will be made available to all City Council members for routine, discretionary correspondence (e.g., thank you notes, etc.), or such correspondence will be prepared by staff for signature, without prior consent of the Council.

The City will provide stationary designated as "The Office of" for each member of the Council Member to use for correspondence as it relates to your their elected position (e.g., thank you notes, letters of recommendation, direct communication to residents or businesses, etc.). This letterhead will have the same information as provided on your each Council Member's business card. Any views expressed in this correspondence (including electronic) are solely your the Council Member's own and do not represent the views of the City or the Council.

E-mails from Council Members should be respectful and professional. This form of correspondence is a public record subject to disclosure under the California Public Records Act.

### 3.3 Regional Boards, Standing, and Ad Hoc Committees and Ad Hocs

The role of the Council on regional boards (including regional standing or ad hoc committees) will vary depending on the nature of the appointment. Representing the interests of Suisun City is appropriate on some boards; this is generally the case when other local governments have their own representation. The positions taken by the appointed representatives are to be in alignment with the positions that the Council has taken on issues that directly impact Suisun City. If an issue should arise that is specific to Suisun City and the Council has not taken a position, the issue should be discussed by the Council prior to taking a formal position at a regional board meeting, to assure that it is in alignment with a majority of the Council's position.

Council representatives to such various boards shall keep the Council informed of ongoing business through brief oral or written reports to the Council during properly posted Council meetings.

Council Members shall make a good faith effort to attend all regional meetings to which they are assigned. Attendance should not be less than 75% of all annual scheduled meetings and all absences should be reported to the Mayor. If a Council Member is unable to attend, the Council Member shall notify <a href="https://hertheir">his/hertheir</a> alternate as far in advance of the meeting as possible so as to allow the alternate to attend.

A list of these assignments are maintained by the <del>Deputy City Clerk's Office</del> and will be distributed to the Council when updated.

### 3.4 Distribution of Information.

It is essential that every member of the City Council have the same information from which to form decisions and actions. Any information distributed to one Council Member shall also be distributed to all Council Members.

The Mayor, by virtue of the position, may receive information in advance of other members of the Council in order for the City Manager to effectively proceed with the day-to-day operation of the City. The City Manager will make every effort to disseminate <a href="this-the">this-the</a> information to the remaining members of the Council in a timely manner, whether through the City Manager Report or Council Member/Manager 1:1.

### 3.5 Reimbursement.

Every effort shall be made to limit the need to reimburse Council Members for expenses. City Council Members may be reimbursed for personal expenses for travel to and lodging at conferences or meetings related to their role as a Council Member. The reimbursement of expenses is limited in the following manner: Members shall be reimbursed subject to the Administrative Directive (AD1) related to travel expense (AD1.). Any additional expenses that fall outside the scope of this policy may be reimbursed only if approved by the City Council, at a public meeting, before the expenses are incurred. Any request for reimbursement of expenses shall be accompanied by an expense form and receipts to document the expenditure. These documents are public records subject to disclosure under the California Public Records Act.

Brief reports must be given on any outside meeting attended at the expense of the City at the next regular Council meeting.

### 3.6 Ethics and Sexual Harassment Prevention & Education Training.

Any member of the City Council and commissions, or advisory committees formed by the City Council, shall receive at least two hours of ethics training in general ethics principles and ethics laws relevant to his/her public service every two years, as mandated by AB 1234, and at least two hours of sexual harassment prevention training, as mandated by AB 1661 every 2 years.

New members must receive this training within their first year of service for ethics and within six months for sexual harassment prevention training and education, and file a certificate of completion with the City Clerk. Members shall attend training sessions that are offered through

the League of California Cities or locally in the immediate vicinity of Solano County, or by completing online a state-approved public service ethics education program.

An individual who serves on multiple legislative bodies need only receive two hours of each training every two years to satisfy this requirement for all applicable public service positions. If the City offers either course, the City will use a course that has been reviewed and approved by the Fair Political Practices Commission and the California Secretary of State.

The City Clerk is required to keep ethics training records for five years to document and prove that these continuing education requirements have been satisfied. These documents are public records subject to disclosure under the California Public Records Act.

At the Mayor's discretion, City Council members who are delinquent on receiving the required training shall not serve on any board or committee assignment until the training has been completed.

### 3.7 City Seal.

The City Seal is an important symbol of Suisun City. No change to the City Seal shall be made without Council approval. Individual Council Members shall be careful in use of the City Seal so as not to create an appearance that the Council Member is acting on behalf of or with official endorsement of Suisun City.

### 3.8 Use of City Email and Social Media by City Officials.

Except for emergencies, public officials who are not City employees ("public officials") conducting City business should not create any "public record" (as that term is defined in California Government Code § 6253(e)) by using any email account that is not a City email account, or by using any non-City-controlled social media account. Instead, public officials should use a City email or City-controlled social media account.

In an emergency, a public official may send an email on a non-City email account, but only if a copy of any public record that is created as a result is contemporaneously copied to the City email account of that same public official, or a hard copy is provided to the City for retention in City records.

Practically speaking, this means that public officials should rarely, if ever, use a personal email account to conduct City business, and should never use personal social media accounts to conduct City business. Nothing in this policy is intended to limit a public official's use of private email and social media accounts for non-City business such as personal communications and campaign related activities. Nor is this policy intended to require public officials to provide privileged communications or documents to the City, or to waive any applicable privileges which may apply to documents purely because they have been turned over to the City in compliance with this policy.

For purposes of this policy "City-controlled social media account" is an account on a social media platform (e.g. Facebook, Instagram, Twitter) that is created and used by the City (e.g. the City's official Facebook page, if any).

Use of City Electronic Devices. In general, when creating or modifying public records in the conduct of City business on an electronic device that can create and modify public records (e.g. computers, mobile phones, tablets), public officials should only use City-issued devices. There are two exceptions:

Exception: Using City Accounts. Public officials may use non-City electronic devices when accessing an official City account (e.g. City email address, City-controlled social media account).

Exception: Contemporaneous Copying. If, in a given situation, using a City electronic device is clearly impractical or if a public official has not been issued or does not have in the public official's possession a City electronic device, a public official may use a non-City device, but only if a copy of each affected public record is contemporaneously copied to a City account of that same public official, or to the related City-controlled social media account, or a hard copy is provided to the City for retention in City records.

Texting Only on City Devices. Except for emergencies or when communicating with the City Attorney's Office, public officials conducting City business shall not send or receive texts on any device other than a City owned device. In an emergency, a public official may use a non-City device to text, but only if a copy of any public record that is created as a result is contemporaneously copied to a City account of that same public official, or a hard copy is provided to the City for retention in City records. Practically speaking, this means that public officials should rarely, if ever, use a non-City owned device to text in the conduct of City business.

Provide Copies to City. If a public official has possession of a public record that is not in the possession of the City, the public official shall promptly provide a copy of the record to the City, and take reasonable precautions to prevent this from occurring again. For example, if a public official receives an email regarding City business on a non-City email account, and the email was not sent to or from a City email account (i.e. the City doesn't already have a copy), the public official shall promptly forward a copy of the email to the public official's City email account, or provide a hard copy to the City for retention in City records, and should request that the sender send future correspondence to a City controlled email account.

### 3.9 Compensation.

Council members are compensated in accordance with California Government Code Sections 36516 and 36516.5. The amount is memorialized in the City's Municipal Code.

SECTION 4. COUNCIL RELATIONSHIP WITH STAFF

Note: The foundation of a healthy and productive relationship between City Council and all City Staff is based on staying within the chain of command.

### 4.1 City Manager.

City Council Members are always free to go to the City Manager to discuss City business. Issues concerning the performance of a Department or any employee must be directed to the City Manager. Direction to City employees, other than the City Manager or City Attorney, is the prerogative of the City Manager. In passing along critical information, the City Manager will be responsible for contacting all Council Members. The City Manager may delegate this responsibility to Department Heads.

### 4.2 Agenda Item Questions.

If a Council Member has a question on an agenda item, the Council Member should contact the City Manager, if at all possible, prior to any meeting at which the item may be discussed. This does not restrict Council Members from asking questions during a Council meeting.

### 4.3 Interaction of City Council with Staff.

The Council shall treat staff with respect and shall not abuse staff, nor embarrass staff in public. The City Council Members are welcome to have contact with any city employee. However, the Council are to work through the City Manager or City Attorney on all issues, concerns and questions. This is to allow the senior professional staff, with the proper education, training, experience and knowledge of issues, laws and City Council's policies to coordinate a full and complete response and reduce error or misunderstanding by staff members not necessarily knowledgeable on all issues. This can provide a better overall response, allow any new issues to properly be considered and avoid unintended redirection of staff efforts.

Council Members are free to speak to Department Heads and may ask for information related to their department or agenda items. However, at no point is it acceptable to provide direction. All direction should be given to the City Manager, and the City Manager should be informed of contacts made with Department Heads. This informal system of direct communication is not to be abused.

City Council Members shall not meet with groups of management employees for the purpose of discussing terms of employment or establishing employee policy.

### 4.4 Individual Council Member's Requests.

Council Members shall make their requests for information to the City Manager and not directly to individual members of staff. The use of City staff, including the City Manager, to respond to an individual Council Member's request for any purpose that exceeds more than one hour of total staff time must be approved by the majority vote of the full Council. The individual City Council Member may make his/her request orally or in writing to the City Manager. The City Manager shall provide an estimate of the cost and how the request affects the Council's Goals and Objectives. This request will then be considered by the City Council at the next possible City

Council meeting. Irrespective of the amount of staff time required to respond to each Council Member's request, individual Council Member's requests should be limited to no more than three to five requests per week.

# SECTION 5. PROCEDURES FOR APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

### 5.1 Definitions.

- (a) Task Force: A temporary grouping of individuals and resources for the accomplishment of a specific objective.
- **(b) Committee:** A group of people officially delegated to perform a function, such as investigating, considering reporting, or acting on a matter.
- (c) Ad Hoc Committees: Committees established for a specific purpose. Formed for or concerned with one specific purpose (e.g., ad hoc compensation committee); for the particular end or case at hand without consideration of wider application; formed or used for specific or immediate problems or needs; often improvised or impromptu; contrived purely for the purpose in hand rather than carefully planned in advance.
- (d) Commission: A group of people officially authorized to perform certain duties or functions with certain powers or authority granted; the act of granting certain powers or the authority to carry out a particular task or duty; the rank and powers so conferred.
- (e) Board: A group of persons having managerial, supervisory, or advisory powers. In parliamentary law, a board is a form of deliberative assembly and is distinct from a committee, which is usually subordinate to a board or other deliberative assembly in having greater autonomy and authority.

### 5.2 Recruitment Process.

- (a) On or before December 31<sup>st</sup> of each year, the City Clerk shall prepare and post a list of all Council-appointed board, commission and committee terms that expire during the next calendar year in compliance with the Maddy Act (Government Code Section 54972).
- **(b)** The City Clerk shall annually advertise in a newspaper and on the City's website for applicants wishing to be considered for appointment to boards, commissions and committees.
- (c) Although there may be multiple applicants, the Mayor is not required to choose from the pool of applicants and may nominate <a href="his/hertheir">his/hertheir</a> own appointee, provided the appointee

- qualifies. This applies to individual Council Members where the Mayor has ceded his/hertheir authority.
- (d) All persons seeking appointment to a City board, commission or committee shall complete and submit an application form to the City Clerk as set forth in Section 5.6. Applications shall be kept on file for two years in the City Clerk's office and vacancies may be considered from applications on file, as well as new applications.
- (e) If an unscheduled board or commission vacancy occurs during the year, the following steps should be taken to publicize vacancies on boards, commissions, and committees:
  - **1.** Public announcement of the vacancy at a Council meeting.
  - **2.** A newspaper advertisement announcing the vacancy.
  - 3. A recruitment period of at least ten (10) days.
  - **4.** A vacancy notice posted at City Hall, the Nelson Center, and on the City's website for at least 20 days.
  - **5.** Announcements in the local media, such as press releases, online news outlets and free weekly sales papers.
  - **6.** Distribution to appropriate professional and community organizations and all groups that have requested notification.

### 5.3 Requirement for Appointment.

- (a) All persons appointed to City boards, commissions, and committees shall be residents of the City of Suisun City at the time of their appointment and shall remain so throughout their term of appointment. Should any person so appointed move from the City during their term of office, such office shall be forfeited. The Mayor with the consent of the Council shall, upon forfeiture, make a new appointment to fill the unexpired term.
- (b) All persons appointed to City boards, commissions, and committees shall complete and submit an application form to the City Clerk as set forth in Section 5.6.
- (c) Except as provided by state or local statute, the appointee shall not be a current City employee or currently appointed to another City board, committee or commission.
- (c)(d) Exception. Persons who do not live within the boundaries of the City may be appointed to a committee if it is in the best interest of the City to include the input of individuals or organizations who are located elsewhere. By way of example: a microtransit committee could include representatives from the county, the Solano Transportation Authority, or from other regional service providers.

### 5.4 Council Notification.

By October 1 of each year, the City Clerk will notify the Mayor of expiring terms for members of those City boards, commissions, and committees.

### 5.5 Incumbents.

- (a) At the end of the first term, the incumbent board, commission, or committee member may, at the discretion of the Mayor, be reappointed for an additional term without the need to apply or interview for re-appointment. In lieu of an application, the board, commission or committee member shall submit to the City Clerk a letter or email expressing interest in re-appointment 60 days prior to the expiration of the member's first term.
- **(b)** Any incumbent interested in re-appointment who has served two or more terms must apply for re-appointment as set forth in Section 5.6.

### 5.6 Application.

Except as set forth in Section 5.5, all persons considered for appointment or re-appointment shall complete an application form. This application form must be received by the City Clerk by the required deadline.

### 5.7 Attendance.

- (a) Board, commission, and committee members are expected to regularly attend and participate on their respective boards, committees and commissions.
- (b) All absences should be reported to the Mayor in advance of missing the meeting.
- (c) A board, commission, or committee member whose attendance is less than seventy-five percent (75%) of the required meetings over a period of a year may be subject to removal at the discretion of the Mayor. Council will be notified of any actions taken.
- (d) The Council may grant an approved leave of absence for a board, commission, or committee member for such reasons as the Mayor determines appropriate. Council will be notified of any actions taken.
- (d)(e) Members or boards, commission, and committees may attend meetings remotely when the technology to do is available, in accordance with Section 54953 of the Government Code.

### 5.8 Norms and Procedures and Conflicts of Interest.

- (a) Board, committee and commission members shall be expected to adhere to the Council Norms and Procedures.
- (b) Board, committee, and commission members shall comply with all state and local laws with respect to ethics and conflicts of interests to the extent that such laws apply to their position, including state and local requirements to timely file Statements of Economic

Disclosure if the member is designated as a filer by state law or by the City's Conflict of Interest Code.

(c) Members of City boards, commissions, or committees may not use their board, commission, or committee position title for political endorsements.

### 5.9 Conflicts with Federal, State or Local Law.

In case of a conflict between this section of the Norms and Procedure policy with federal, state or local law, such federal, state or local law shall be the controlling factor.

### SECTION 6. MEETINGS

### 6.1 Open to the Public.

All meetings of the City Council whether regular, special, or study sessions, shall be open to the public, unless a closed session is held as authorized by law. All meetings shall be noticed as required to allow action to be taken by the Council.

### 6.2 **Broadcasting of Access to City Council Meetings.**

All regular Council meetings shall be scheduled in the Council Chambers to allow for web streaming, as well as remote participation by City staff and the public through a two-way web-based platform, unless the. If the number of participants is anticipated to exceeds room capacity, a meeting may be scheduled at a different location to accommodate the larger participation in person. Any meeting that takes place at a location other than Council Chambers will be available for broadcast and/or real-time two-way web based platform, as technology permits —The final decision of the location of the meeting shall be the responsibility of the Mayor.

### 6.3 Regular Meetings.

At the first regular meeting in January, the City Council will approve the schedule of meetings for the calendar year, which in addition to the regular meeting schedule, may include the cancellation of regular meetings and the addition of special meetings and study sessions. This practice does not, however, preclude the Mayor from calling additional meetings pursuant to Section 6.5, if necessary.

The City Council shall convene its regular City Council meetings at 6:30 p.m. on the <u>first second</u> and <u>third fourth</u> Tuesday of each month. However, each Tuesday is a regular meeting day if necessary to carry out the business of the city and Council members should be prepared to meet on any Tuesday evening.

The City Council hopes to conclude its public business at Regular Meetings by 10:00 p.m. Ordinarily, at the discretion of the Mayor, no 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, except upon motion of the Mayor and majority vote of the Council.

### 6.4 Cancelling Meetings.

Pursuant to Government Code Section 36805, City Council shall hold a Regular Meeting at least once each month. Outside of this provision, the Mayor may cancel no more than four (4) Regular Meetings at his/her discretion no less than 7 days before the planned meeting. The Mayor may cancel a meeting at any time in the case of an emergency or when a majority of members have confirmed their unavailability to attend a meeting.

### 6.5 Special Meetings.

A special meeting may be called at any time by the Mayor or by a majority of the City Council in accordance with the Brown Act. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be given in accordance with law. Public comments at special meetings shall be limited to only those items described on the special meeting notice/agenda.

The City Council may hold study sessions or joint meetings with other boards, commissions, committees, or agencies as deemed necessary to resolve City business. These meetings will be coordinated by the City Clerk. Study sessions are scheduled to provide Council Members the opportunity to better understand a particular item. While Council may legally take action at any noticed meeting, generally no formal action is taken at study sessions; provided that the City Council may give direction to City staff regarding additional information required, or regarding adding the item that is the subject of the study session to a meeting agenda. If action is to be taken at a study session, then the agenda will state that action may be taken.

### **Emergency Meetings.**

In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Government Code Section 54956, or both of the notice and posting requirements.

### 6.9 Adjourned Meetings.

The City Council may adjourn any regular, adjourned regular, special, or closed session meeting to a time and place specified in the order of adjournment and as permitted by law.

### 6.6 Closed Sessions.

The City Council may hold closed sessions at any time authorized by law (and in consultation with the City Attorney), to consider or hear any matter, which is authorized by law. The Mayor or any three Council Members may call closed session meetings at any time.

### 6.4 Cancelling Meetings.

<u>Pursuant to Government Code Section 36805, City Council shall hold a Regular Meeting at least</u> once each month. Outside of this provision, the Mayor may cancel no more than four (4) Regular

Meetings at their discretion no less than 7 days before the planned meeting. The Mayor may cancel a meeting at any time in the case of an emergency, when there are no items for the agenda, or when a majority of members have confirmed their unavailability to attend a meeting.

### 6.7 Quorum.

Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If fewer than three Council Members appear at a regular meeting, the Mayor, Vice Mayor in the absence of the Mayor, any Council Member in the absence of the Mayor and Vice Mayor, or in the absence of all Council Members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

Business of the City Council may be conducted with a minimum of three members being present; however, pursuant to the California Government Code, matters requiring the expenditure of City funds and all resolutions and non-urgency ordinances must receive three affirmative votes for approval.

### 6.8 Minutes.

The City Clerk shall prepare minutes of all public meetings of the City Council. Electronic copies will be distributed to the Council for review one (1)—week following the meeting. Council Members will have one (1)—week to provide feedback to the City Clerk for corrections or clarifications. The City Clerk will provide the corrected minutes to the City Manager one (1) week before the meeting to ensure inclusion in the Agenda Packet.

### **Public Hearings**

It is the policy of the Council to assure that the due process rights of all persons are protected during City hearings. A "quasi-judicial" hearing is a hearing that requires a higher level of procedural due process because of the potential impact on life, liberty or property. Usually, quasi-judicial hearings involve a single parcel of land and apply facts and evidence in the context of existing law. Findings must be stated to explain the evidentiary basis for the Council's decision.

The following procedure shall be used for conducting public hearings in which there is an applicant (e.g., land use applications):

- a. Presiding Officer states the Public Hearing Item.
- b. Announcement of any ex parte communications.
- c. Staff Presentation and recommendation on the Public Hearing Item.
- d. Council asks clarification questions of Staff.
- e. Open the Public Hearing.
- i. Applicant's presentation on the Public Hearing Item.
- ii. Council asks questions of the Applicant.
- iii. Public Testimony/Public Comment in favor of and against the Public Hearing Item.
- iv. Applicant's rebuttal.

- f. Close the Public Hearing.
- g. Council deliberates on the Public Hearing item.
- h. Council votes.

The following procedure shall be used for conducting a public hearing in which there is no applicant (e.g., a City-initiated change to the Development Code):

- a. Presiding Officer states the Public Hearing Item.
- b. Announcement of any ex parte communications.
- c. Staff Presentation and recommendation on the Public Hearing Item.
- d. Council asks clarification questions of Staff.
- e. Open the Public Hearing to allow public testimony/public comment in favor of and against the Public Hearing Item.
- f. Close the Public Hearing.
- g. Council deliberates on the Public Hearing Item.
- h. Council votes on the item.

Council Members shall refrain from asking questions or, in any way, interfere with the "public testimony/public comment" portion of the Public Hearing section.

The Mayor may, in their discretion, revise how a public hearing is conducted, as needed, so long as public participation/testimony is conducted and the Council does not deliberate until all evidence and testimony are heard.

### 6.9 Adjourned Meetings.

The City Council may adjourn any regular, adjourned regular, special, or closed session meeting to a time and place specified in the order of adjournment and permitted by law.

### SECTION 7. POSTING NOTICE AND AGENDA

### 7.1 Posting of Notice and Agenda.

For every regular, special, or study session meeting, the City Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. This notice and agenda may be combined in a single document. Posting is to be according to law.

### 7.2 Location of Posting.

The notice and agenda shall be posted at City Hall in a place to which the public has unrestricted access and where the notice and agenda are not likely to be removed or obscured by other posted material, and to the City website.

Although not required, additional posting places have been identified to increase civic engagement:

- Joseph Nelson Center
- Fire Department
- Harbor Master Building
- City Controlled Social Media
- Non-City Partnership Buildings

### SECTION 8. AGENDA CONTENTS

### 8.1 Mayor's Responsibility.

The Mayor is the presiding officer and is responsible for running a timely and orderly meeting. If the Mayor is unavailable to run a Council meeting, the Vice Mayor shall run the meeting. The Mayor, in consultation with the City Manager or his/hertheir designee, shall organize the agenda and agenda forecast. The agenda forecast will be distributed with the City Manager's report.

### 8.2 Description of Matters.

All items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda. The description should set forth the proposed action to be considered so that members of the public will know the nature of the action under review and consideration.

As stated in Section 4.2, if a Council Member has a question on a subject, <u>if possible</u> the Council Member should contact the City Manager prior to any meeting at which the subject may be discussed to assist staff in their preparation for the agenda item.

### 8.3 Availability to the Public.

The agenda for any regular, special, <u>emergency</u>, or study session meeting, shall be made available to the general public as required by law.

### 8.4 Limitation to Act Only on Items on the Agenda.

No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:

- (a) Upon a majority determination that an "emergency situation" (as defined by State Law) exists; or
- **(b)** Upon determination by a 4/5 vote of the full City Council, or a unanimous vote if less than a full Council, that there is a need to take immediate action and that the need to take the action came to the attention of the City Council subsequent to posting of the agenda.
- (c) Upon a majority vote of the City Council, to allow a Council Member to participate remotely pursuant to just cause or emergency circumstances, in accordance with Section 54953(f).

### 8.5 "Timing" of Agenda.

The Mayor or City Manager may "time" the agenda as a way for the Council to maintain a sense of how much time can be committed to any one item without going past an established ending time for the meeting.

### 8.6 Order of Agenda – Regular Meeting.

The prescribed order of the agenda for Regular Meetings of the Council will be as follows: Roll Call, Pledge of Allegiance, Invocation, Conflict of Interest Notification, Informational Reports (City Manager/Executive Director/Staff), Presentations/Appointments, Public Comments on Items not on the Agenda, Council Comment, Consent Calendar, Public Hearings, General Business Items, Discussion of Items Pulled from Consent Calendar, Non-presented Reports, and Adjournment.

### 8.7 Order of Agenda – Closed Session.

The prescribed order of the agenda for a Special Meeting – Closed Session of the Council will be as follows: Roll Call, Conflict of Interest Notification, Closed Session, Closed Session Announcement, and Adjournment.

### 8.8 Change in Order of Business.

The Mayor may decide to take matters listed on the agenda out of the prescribed order. Council Members shall be given the opportunity to ask questions about Consent Items for clarification without having them removed <u>from the Consent Calendar</u>.

### 8.9 Agenda Request Policy.

Requests for placement of items on the agenda can be submitted to the Mayor or City Manager at any time. The Mayor and City Manager will review <u>and decide on</u> the request, and determine appropriate timing to bring the item forth.

Also, any member of the Council may request that an item be placed on a future agenda by indicating their desire to do so under the Council Member Report portion of the City Council agenda. The request will require the consensus of the Council to have the item brought back at a certain time versus at the pleasure of the Mayor or City Manager.

### 8.10 Presentations.

Presentations are put on the agenda with concurrence of the Mayor or City Manager. The Mayor or City Manager will use their best judgment on scheduling presentations and recognitions. Time limits shall normally be 5 minutes. Presentations may be extended by special circumstances as needed. Exceptions can be made at the Mayor's discretion.

To promote a proactive policy concerning state, regional and federal legislative issues, presentations shall include a periodic legislative update by the City Manager (or their City Manager designee), to include information on important legislative issues and/or those matters that the City has a stated a position on during the Legislative Session

### 8.11 Proclamations.

Requests for proclamations can be submitted to the Mayor at any time. Proclamations or Special Recognition are created at the Mayor's full-discretion.

The agenda will include Proclamations presented during the council meetings and a list provided of those for information purposes or presented outside of the meeting.

### 8.12 Redress.

Agenda items for redress or reconsideration are expanded in Section 9.8.

### SECTION 9. PROCEDURES FOR THE CONDUCT OF PUBLIC MEETINGS

### 9.1 Role of Mayor.

- (a) The Mayor shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Mayor to ensure that the rules of operation and decorum contained herein are observed. The Mayor shall maintain control of communication between Council Members and among Council, staff and the public. The Mayor shall intervene when a Council Member, staff, or other meeting participant is being verbally or otherwise attacked by a member of the public.
- (b) Communication with Council Members:
  - 1. Council Members shall request the floor from the Mayor before speaking.
  - **2.** When one member of the Council has the floor and is speaking, other Council Members shall not interrupt or otherwise disturb the speaker.
- (c) Communication with members of the public addressing the Council on agendized items:
  - 1. The Mayor shall open the floor for public comment as appropriate.
  - 2. Council Members may <u>briefly</u> question a person addressing the Council at the conclusion of the person's comments or upon expiration of the person's time to speak in order to gain additional information. At no point should Council Members engage in additional back and forth with members of the public.
  - **3.** Any staff member with an item on the agenda will be available to the City Council to answer questions arising during discussions between Council Members and among Council Members and members of the public.

**4.** Members of the public shall direct their questions and comments to the Council.

### 9.2 Rules of Order.

The City Council shall follow the "spirit" of *Rosenberg's Rules of Order* as a guide for the conduct of meetings, with the following modifications:

(a) A motion is not required prior to a general discussion on an agenda item. A pre-motion discussion allows the members to share their thoughts on the agendized item so that a motion can more easily be made that takes into account what appears to be the majority position. Once a motion has been properly made and seconded, the Mayor shall open the matter to full discussion offering the first opportunity to speak to the moving party, and thereafter, to any Council Member recognized by the Mayor. Customarily, the Mayor will take the floor after all other Council Members have been given the opportunity to speak.

If a motion clearly contains divisible parts, any Council Member may request the Mayor or moving party divide the motion into separate motions to provide Council Members an opportunity for more specific consideration.

Tie Votes: Tie votes shall be lost motions. When all Council Members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless the Council takes other action to further consider the matter. If a tie vote results at a time when fewer than all members of the Council, who may legally participate in the matter are present, the matter shall be automatically continued to the agenda of the next regular meeting of the Council, unless otherwise ordered by the Council.

- **(b)** All motions require a second.
- **(c)** A motion may be amended at the request of the maker and "Friendly amendments" are permissible, with the consent of the make of the motion and of the person who seconded the motion. Such a procedure is often used to accommodate concerns expressed by other members.
  - (d) A mMotions to amend or for a substitute motion may still be used.
- (d) The Mayor has the discretion to impose reasonable rules at any particular meeting based upon facts and circumstances found at any particular meeting.
- **(e)** Motions require a majority (of the quorum or of the Council, as may be required) to pass. A tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless the Council takes other action to further consider the matter. If a tie vote results at a time when fewer than all members of the Council, who may legally participate in the matter are present, the matter shall be automatically continued to the agenda of the next regular meeting of the Council, unless otherwise ordered by the Council. An abstention will be counted as a YES vote for tie-breaking purposes.

(f) The Mayor may limit the time to be spent on an item and may continue the item, with the approval of the majority of the Council, to a future meeting at their discretion.

### 9.3 Appeal Procedures.

Appellants shall be given the opportunity to speak first. Appellants and applicants responding to appeals may be given a total of up to 10 minutes each to present their positions to the City Council prior to hearing public comments. Appellants shall be given up to 5 minutes of rebuttal time after public comments are heard. Appeals shall otherwise follow the public hearing procedures.

### 9.4 Applicants.

Persons bringing to the City Council a request for approval shall be given a total of up to 10 minutes to present their positions/input prior to hearing public comments. An extension can only be granted by consent of a majority of the Council Members. Applicants shall be given up to 5 minutes of rebuttal time after public comments are heard.

### 9.5 Staff and Consultant Reports.

In general, staff and consultant reports should be clear, brief, and concise. Staff is to assume that the Council has read all materials submitted. Council shall be given an opportunity to ask questions of staff prior to hearing public comments.

### 9.6 Public Comment.

- (a) Persons present at meetings of the City Council may comment on individual items on the agenda at the time the items are scheduled to be heard. During Regular City Council meetings, comments may be offered on items not on the agenda under that portion of the agenda identified for Public Comment.
- (b) The limit for speakers will be up to 3 minutes for public hearing items, and up to 2 minutes for all other agenda items, depending on the number of speakers. Speakers are not allowed to delegate their time to another speaker. The Mayor may limit the time to be spent on an item and may continue the item, with the approval of the majority of the Council, to a future meeting at his/her discretion.
- (c) Public comment will be limited to 20 minutes at the beginning of the meeting and will continue at the conclusion of the meeting, if necessary. No new public comment cards will be accepted after the close of the first Public Comment period.
- (b)(d) Written public comments must be received no later than 2 hours prior to the start of the meeting to which the comment is directed, and the City Clerk will read written comments into the record either in full or in summary. Comments received after the deadline shall be provided as part of the record, but will not be read at the meeting.

- (e)(e) Upon addressing the Council, each speaker is requested, but not required, to first state <a href="his/hertheir">his/hertheir</a> name, whom they represent, and/or city of residence.
- (d)(f) After the speaker has completed their remarks, the Mayor may direct the City Manager or City Attorney to briefly address the issues brought forthraised by the speaker. Council Members shall be respectful of the speakers and shall not enter into a debate with any member of the public nor discuss amongst themselves.
- (e)(g) All Council Members shall listen to all public discussion as part of the Council's community responsibility. Individual Council Members should remain open-minded to informational comments made by the public.
- (h) The Mayor has the right to ask a member of the public to step down if over the allotted time or if the speaker's comments are not within the city's jurisdiction.
- (f)(i) Any conduct that actually disrupts a meeting will be addressed in accordance with Section 54957.95 of the Government Code.

### 9.7 Motions.

It will be the practice of the City Council for the Mayor to provide Council Members an opportunity to ask questions of staff, comment on, and discuss any agendized item in order to help form a consensus before a motion is offered. After such discussion, the Mayor or any Council Member may make a motion. Before the motion can be considered or discussed, it must be seconded. Once a motion has been properly made and seconded, the Mayor shall open the matter to full discussion offering the first opportunity to speak to the moving party, and thereafter, to any Council Member recognized by the Mayor. Customarily, the Mayor will take the floor after all other Council Members have been given the opportunity to speak.

If a motion clearly contains divisible parts, any Council Member may request the Mayor or moving party divide the motion into separate motions to provide Council Members an opportunity for more specific consideration.

Tie Votes: Tie votes shall be lost motions. When all Council Members are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless the Council takes other action to further consider the matter. If a tie vote results at a time when fewer than all members of the Council, who may legally participate in the matter are present, the matter shall be automatically continued to the agenda of the next regular meeting of the Council, unless otherwise ordered by the Council.

### 9.8 Reconsideration.

- (a) Request for reconsideration by whom.
  - 1. Request by a member of the public. Notwithstanding Rosenberg's Rules of Order, a request for reconsideration may be made by a member of the public to the City

Council at the next regular meeting of the City Council or at any intervening special meeting of the City Council.

- 2. Request by a member of the City Council. Only a member of the City Council who voted on the prevailing side may request reconsideration. The request may be made at the same meeting or at the next regular meeting of the City Council or at any intervening special meeting of the City Council.
- 3. The member of the public or City Council Member making the request should state orally or in writing the reason for the request, without dwelling on the specific details or setting forth various arguments.

3.

- (b) Motion to reconsider any Council action procedure.
  - 1. Reconsideration at the same meeting. A motion to reconsider an action taken by the City Council may be made at the same meeting at which the action was taken (including an adjourned or continued meeting). A motion to reconsider an action taken by the City Council may be made only by a Council Member who voted on the prevailing side, but may be seconded by any Council Member and is debatable. The motion must be approved by a majority of the entire City Council.
  - 2. Reconsideration at a subsequent meeting. If an intent to request a motion for reconsideration is communicated to the City Council prior to the deadline for posting the City Council meeting agenda, then the the City Manager may agendize the request for reconsideration may be agendized if support for said action reconsideration exists in accordance with the Council Norms—Section 10.8. Otherwise, no City Council discussion or action on a possible reconsideration may occur unless the item is appropriately added to the agenda pursuant to Government Code section 54954.2(b), which addresses adding items that are not listed on a posted agenda (urgency agenda item). At the time such motion for reconsideration is heard, testimony shall be limited to the facts giving rise to the motion. In no event shall the Council entertain a request for reconsideration beyond the meeting following the decision subject to reconsideration.
- (c) Effect of approval of motion.

Upon approval of a motion to reconsider, and at such time as the matter is heard, the City Council shall only consider any new evidence or facts not presented previously with regard to the item or a claim of error in applying the facts.

If the motion to reconsider is made and approved at the same meeting at which the initial action was taken and all interested persons (including applicants, owners, supporters and opponents) are still present, the matter may be reconsidered at that meeting or at the next regular meeting or intervening special meeting (subject to the discretion of the maker of the motion) and no further public notice is required.

If the motion to reconsider is made and approved at the same meeting at which the initial action was taken but all interested persons are not still present, or if the motion is made and approved at the next regular meeting or intervening special meeting, the item shall be scheduled for consideration at the earliest feasible City Council meeting and shall be re-noticed in accordance with the Government Code, the City Municipal Code, and the Se Council Norms and Reprocedures. The City Clerk shall provide notice to all interested parties as soon as possible when a matter becomes the subject of a motion to reconsider.

### 9.9 Discussion.

(a) The discussion and deliberations at meetings of the City Council are to secure the mature judgment of Council Members on proposals submitted for decision. This purpose is best served by the exchange of thought through discussion and debate.

To the extent possible, Council Members should disclose any ex parte communication prior to discussion on an item. Ex parte communications are those made in private between an interested party and an official in a decision making process.

Discussion and deliberation are regulated by these rules in order to assure every member a reasonable and equal opportunity to be heard.

# **(b)** Obtaining the floor for discussion.

After the Council has commented on an issue, and a motion has been stated to the Council and seconded, any member of the Council has a right to discuss it after obtaining the floor. The member obtains the floor by seeking recognition from the Mayor. A member who has been recognized should make their comments clear, brief and concise.

# (c) Speaking more than once.

To encourage the full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question. If a Council Member has already spoken, other Council Members wishing to speak shall then be recognized. No Council Member shall be allowed to speak a second time until after all other Council Members have had an opportunity to speak.

# (d) Relevancy of discussion.

All discussion must be relevant to the issue before the City Council. A Council Member is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. Council Members shall avoid repetition and strive to move the discussion along.

A motion, its nature, or consequences, may be attacked vigorously. It is never permissible to attack the motives, character, or personality of a member either directly or by innuendo or

implication. It is the duty of the Mayor to instantly rule out of order any Council Member who engages in personal attacks. It is the motion, not its proposer, that is subject to debate.

Arguments, for or against a measure, should be stated as concisely as possible. It is the responsibility of each Council Member to maintain an open mind on all issues during discussion and deliberation.

It is not necessary for all City Council Members to speak or give their viewpoints if another Council Member has already addressed their concerns. <u>Although issuesAgenda items of particular import to the</u>

<u>City or</u> with potential to be litigated or otherwise appealed should have comments by each Council Member on the record.

(e) Mayor's duties during discussion.

The Mayor has the responsibility of controlling and expediting the discussion. A Council Member who has been recognized to speak on a question has a right to the undivided attention of the Council.

It is the duty of the Mayor to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.

### 9.10 Council Member Respect of Majority Decision.

At all times, Council Members in the minority on an issue shall respect the decision and authority of the majority.

# 9.11 Council and Staff Reports and Directions on Future Agenda Items.

Council and staff reports at the end of Council meetings shall be limited to announcing Mayor-appointed Regional Board activities on which Council Members serve, City and City-sponsored activities and items which directly affect the City. Community groups may announce their activities during Public Comments at the beginning of Council meetings. Council Members should refrain from making personal comments, stating personal activities, or items that do not impact their role as a Council Member.

# SECTION 10. CLOSED SESSIONS

# 10.1 Purpose.

It is the policy of the City Council to conduct its business in public to the greatest extent possible. However, state law recognizes that, in certain circumstances, public discussion could potentially jeopardize the public interest, compromise the City's position, and could cost the taxpayers of

Suisun City financially. Therefore, closed sessions shall be held from time to time as allowed by law. The procedures for the conduct of these meetings shall be the same as for public meetings, except that the public will be excluded.

Prior to convening the closed session meeting, the Mayor shall publicly announce the closed session items and ask for public input regarding any items on the closed session agenda.

City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence to insure that the City's position is not compromised. No mention of information in these materials shall be made to anyone other than Council Members, the City Attorney or City Manager, except where authorized by a majority of the City Council.

### 10.2 Rule of Confidentiality.

The City Council recognizes that breaches in confidentiality can severely prejudice the City's position in litigation, labor relations and real estate negotiations. Further, breaches of confidentiality can create a climate of distrust among Council Members and can harm the Council's ability to communicate openly in closed sessions, thereby impairing the Council's ability to perform its official duties.

The City Council further recognizes that confidentiality of discussions and documents are at the core of a closed session. Confidentiality is essential if the closed session is to serve its purpose. Therefore, the City Council will adhere to a strict policy of confidentiality for closed sessions.

# 10.3 Breach of Rule of Confidentiality.

No person who attends a closed session may disclose any statements, discussions, or documents used in a closed session except where specifically authorized by State law. Any authorized disclosure shall be in strict compliance with these rules and the Ralph M. Brown Act. Violation of this rule shall be considered a breach of this rule of confidentiality.

# 10.4 Agenda

The City Council agenda will contain a brief general description of the items to be discussed at the closed session, as required by law.

# 10.5 Permissible Topics.

All closed sessions will be held in strict compliance with the Ralph M. Brown Act. The City Attorney, or <a href="https://hertheir">his/hertheir</a> designee, will advise in advance on topics that may be discussed in a closed session.

### 10.6 Rules of Decorum.

(a) The same high standard of respect and decorum as apply to public meetings shall apply to closed sessions. There shall be courtesy, respect, and tolerance for all viewpoints and

- for the right of Council Members to disagree. Council Members shall strive to make each other feel comfortable and safe to express their points of view. All Council Members have the right to insist upon strict adherence to this rule.
- **(b)** Prior to a vote, the Mayor shall ensure that the motion is clearly stated and clearly understood by all Council Members.
- (c) The Mayor shall keep the discussion moving forward so that debate and a vote can occur in the time allotted for the closed session. The Mayor will determine the order of debate in a fair manner.

# 10.7 Conduct of Meeting.

- (a) The Mayor will call the closed session to order promptly at its scheduled time.
- **(b)** The Mayor will keep discussion focused on the permissible topics.
- (c) The use of handouts and visual aids such as charts is encouraged to focus debate and promote understanding of the topic. All such materials are strictly confidential.
- (d) If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations, whether it be related to property acquisitions or disposal, a proposed or pending claim or litigation, or employee negotiations, all contact with the other party will be through the designated City person(s) representing the City in the handling of the matter. A Council Member, not so designated by the Council, will not under any circumstances have any contact or discussion with the other party or its representative concerning the matter which was discussed in the closed session, and will not communicate any discussions conducted in closed session to such party.

### 10.8 Public Disclosure After Final Action.

- (a) The Ralph M. Brown Act requires that, as a body, the City Council make certain public disclosure of closed session decisions when those actions have become final. Accordingly, the City Council shall publicly report any final action taken in closed session, and the vote, including abstentions, at a publicly noticed meeting as follows:
  - Real Estate negotiations: After the agreement is final and accepted by the other party;
  - 2. Litigation: After approval to defend or appeal a lawsuit or to initiate a lawsuit;
  - **3.** Settlement: After final settlement of litigation or claims;

- **4.** Employees: Action taken to appoint or dismiss a Council-appointed employee;
- **5.** Labor relations: After the Memorandum of Understanding is final and has been accepted by both parties.
- (b) The report may be oral or written. The report will state only the action taken and the vote. Unless authorized by the majority of the City Council, the report will not state the debate or discussion that occurred. Except for the action taken and the vote, all closed session discussions will remain confidential.

# SECTION 11. DECORUM

### 11.1 Council Members.

Members of the City Council value and recognize the importance of the trust invested in them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, City employees, and the public appearing before the City Council. The City Manager or his/her designee shall act as the sergeant-at-arms.

# 11.2 City Employees.

Members of the City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.

### 11.3 Public.

Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council. These Norms and Procedures shall apply to all City Council Meetings.

### 11.4 Noise in the Chambers.

Noise emanating from the audience, whether expressing opposition or support within the Council Chambers or lobby area, which disrupts City Council meetings, shall not be permitted. All cell phones and other electronic devices shall be muted while in the chambers. Refusal is grounds for removal.

### 11.5 Removal.

Any member of the public making personal, impertinent, and/or slanderous or profane remarks, or who becomes boisterous or belligerent while addressing the City Council, staff or general public, or while attending the City Council meeting and refuses to come to order at the direction of the Mayor/Presiding Officer, shall be removed from the Council Chambers by the Police Chief, or his/her designee, and may be barred from further attendance before the Council during that meeting.

Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Mayor/Presiding Officer. The Mayor/Presiding Officer may direct the Police Chief, or his/her designee, to remove such offenders from the room.

# 11.6 Dangerous Instruments.

No person may enter the chambers of a legislative body as defined in Section 54852 of the Government Code of the State of California or any place were such legislative body is in session, with any firearm, weapon, or explosive device of any nature. The provisions of this section shall not apply to authorized peace officers or to those persons authorized by the Penal Code of the State to carry such weapons.

### 11.7 Prosecution.

Aggravated cases shall be prosecuted on appropriate complaint signed by the Mayor/Presiding Officer.

# SECTION 12. ENFORCEMENT OF DECORUM

In extreme cases, such as when a meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals as provided for in this Policy, the Mayor/Presiding Officer may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session.

Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the City Council from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

# SECTION 13. PUBLIC RELATIONS

### 13.1 City Spokesperson.

The Mayor will serve as the general spokesperson for the City. When Council has not taken a position on an issue, neither the Mayor nor any Council Member will speak on behalf of the Council. In these situations, the Mayor or Council Member will use a phrase such as, "Council has not taken an official position, personally I think..."

### 13.2 Press Release.

Any proposed Press Release may only use the City Seal and picture of the Council Member issuing such release if the subject matter pertains to official government business of Suisun City.

The group picture of the Council may only be used on a Press Release if the release is being issued on behalf of the entire Council.

# SECTION XY. CENSURE OF MEMBERS

# xy.1 Grounds for Censure

It shall be a violation of this section for any sitting Council Member to violate any general law or regulation, and any rule, law, ordinance, or resolution of the City of Rancho Palos Verdes. It shall also be a violation of this section for any sitting Council Member (i) to violate an administrative policy of the City which has been adopted following a vote of the Council on the matter, or (ii) to act to impede the carrying out of any lawful administrative action of the City Manager undertaken to carry out any approved policy or rule of the City.

# xy.2 Censure Defined

Any violation of Section xy.1 by a Council Member may be reprimanded through the administration of a public censure of the member by the Council. Such censure may be in addition to any other lawful action or punishment applicable to the violation. For purposes of this section, "censure" shall mean the adoption of a motion setting forth a formal statement of disapproval of a Council Member's conduct.

# xy.3 Censure Considered in Indemnification

When evaluating a request for defense or indemnification made by the censured member in litigation arising from the censured conduct, the record of the censure shall be considered by the Council. Such record shall not be determinative. Failure of the Council to censure the conduct of a member does not constitute a waiver of the Council's right to refuse to indemnify or defend the member in an action.

# xy.4 Notice and Opportunity to Cure

A Council Member may not be made the subject of a motion for censure without first being given notice of the alleged violation and an opportunity to correct the violation, if it can reasonably be corrected.

# xy.5 Initiation of Proceedings

<u>Upon a continued violation or failure to correct, the charged Council Member shall be given</u> notice and an opportunity to be heard as follows:

- (a) Initiated by Member. Only a sitting Council Member may initiate proceedings for the censure of one of its members.
- (b) Statement of Charges. Proceedings shall be commenced by the presentation of a written statement of charges to the subject Council Member with a copy delivered concurrently to the City Clerk by the member initiating the charge. Initiation shall not require the prior approval of the Council. The statement of charges shall be given at least 10 days prior to the meeting at which

the censure motion is proposed to be brought. The notice shall contain, at a minimum, the designation of the specific rule, law, regulation, etc., which the member is claimed to have violated and a statement of the date, place and time at which such violation occurred. The statement shall further contain a description of the conduct of the member which is alleged to constitute the violation. A copy of the statement of charges shall be delivered to all other Council Members.

(c) Response. Within 7 days after delivery of the statement of charges, the charged Council Member should deliver a written response to the other members of the Council unless the charged Council Member chooses to defer the response to the hearing.

# xy.6 Hearing

- (a) Generally. The motion for censure shall be agendized and considered at the first regular meeting occurring at least 10 days following the delivery of the statement of charges to the charged Council Member and City Clerk. The hearing may not be continued except upon the absence from the meeting of a member of the Council other than the initiating Council Member or the charged Council Member.
- (b) Open Hearing. The hearing shall be conducted in an open session by the Mayor unless the Mayor is a party to the action, in which case the Vice Mayor or some other member shall conduct the proceedings.
- (c) Procedure. The hearing shall generally proceed by a reading of the charges by the initiating Council Member or, in their absence, the Mayor. The initiating Council Member may present witnesses; the charged Council Member may answer in rebuttal; members of the public may speak in favor of or in opposition to the charge; and the remaining Council Members may speak to the charges in that order.
- (d) Voting. Passage of the motion for censure shall require a majority vote of the Council. The voting Council Members shall not recess to closed session for deliberation.

### 9.7 Failure to Censure

If the motion for censure does not pass, the proceedings shall be concluded. A new motion for censure on the same grounds of violation may not thereafter be commenced against the same Council Member for a period of one (1) calendar year from date of the vote. However, new proceedings may be commenced on the same charges within the one (1) year period on the affirmative or unanimous vote of the non-charged Council Members.

# 9.8 Sanctions

If the motion for censure does pass, such motion shall become a part of the public record, a copy of which shall be made available upon demand to any member of the public, subject to the City's Uniform Schedule of Fees, and notice of same shall be placed in the administrative file of the Council Member. The Council may impose any sanctions authorized by law in conjunction with

the censure of a Council Member. Additional sanctions may be imposed if the initial sanctions are ineffective.

# SECTION 14. MAYOR'S OFFICE

The opportunity to meet with a member of the public is an honor. It also creates an opportunity for our citizens to know that their elected officials are willing to listen and willing to act. There is a place for meeting over coffee or food, as some discussions are best had when "breaking bread." However, some discussions should happen in a professional environment, free from distractions allowing for private discussion.

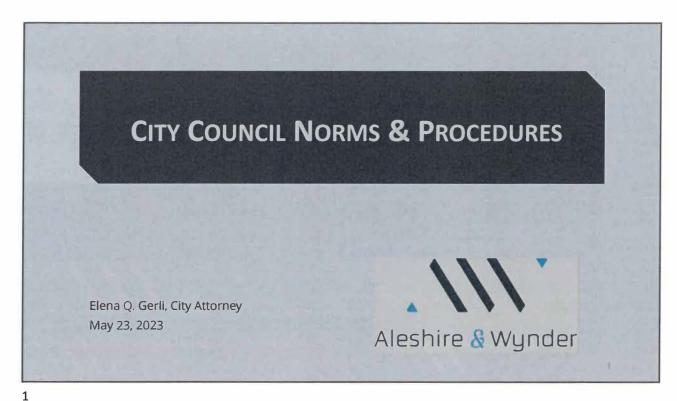
To help facilitate meetings with members of the public as a Council Member, the Mayor's office is listed as a Resource Room in Outlook for advance scheduling.

Reach out to the Deputy City Clerk if you have questions regarding scheduling.

# SECTION 15. VIOLATIONS OF PROCEDURES

Nothing in these Norms and Procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with State Law.

This document shall remain in effect until modified by resolution of the City Council.



# Background • Adopted July 30, 2019 • Amended • February 18, 2020 • February 15, 2022 • July 19, 2022

# Language clean-up

- Remove provisions that are redundant.
- Clarify provisions as needed.
- Correct typographical errors.
- Change references to Mayor Pro Tem to Vice Mayor (consistent with language in other local jurisdictions which use the term Vice Mayor).

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# Reorder and Consolidate

- Some sections can be consolidated, for example the sections on decorum by Council, speakers, and the public, and provisions relating disruptive conduct can be consolidated.
- All the sections that relate to meetings and procedures for public meetings should be consolidated or close together.



# **Censure Procedures**

- The Norms lack censure provisions.
- Limited ability to penalize a member who is violating the rules and policies of the City.
- Censure procedures include due process for the councilmember who may be subject to the censure.

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# Code of Ethics

- Some provisions, no full code.
- Can be adopted as a policy by resolution, or can be incorporated into the municipal code.



# Social Media Policy

- Social media provisions are limited and outdated
  - should be expanded and clarified
  - suggest creating a policy that applies to not just the Council, but also to City officials and employees



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# City Attorney Responsibility

Add a section that broadly articulates the City Attorney's role.

# **Quasi-judicial hearings**

Add a section addressing the Council's role for quasi-judicial proceedings.



# Mayor vacancy

- The Norms (and the Municipal Code) only address council vacancies.
- Reference in the Norms and the Code should be made to the process to fill a mayor vacancy, which is governed by its own Government Code section.

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# **Meeting Dates**

- Current: first and third Tuesday, but any Tuesday meeting is a regular meeting.
- Possible change: second and fourth Tuesday, switch with PC.
  - Alternative: another day of the week.
- A change in meeting dates also would trigger amendments to the Code and the Planning Commission bylaws.



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# **Public Comment**

- Current: comments max 3 minutes, Mayor may shorten the time depending on the number of speakers.
- Examples of alternatives:
  - All comments limited to 2 minutes
  - All comments 2 minutes, public hearings 3 minutes
  - Quasi-judicial: applicant/appellant 5 minutes, 2 minutes for rebuttal, or at Mayor's discretion
  - Limit the amount of time to e.g., 20 minutes on public comments on non-agenda items, with the remainder at end of meeting.
    - Note that no matter how late the meeting runs, if public comment isn't completed in the time allotted, time must be made at the end of the meeting.
- Written public comment:
  - · Cutoff 2 hours before meeting?



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# Meetings

# **Remote Participation**

 Add reference to Government Code 54953

# **Disruptive Conduct**

 Add reference to Government Code 54957.95

# **Suggested Provisions**

- Emergency meetings
- How public hearings are conducted



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# **Required Trainings**

- Council Members, Commissioners, and Committee members must received AB 1234 (Brown Act, Conflicts, Ethics) and sexual harassment prevention training every two years.
  - Does the City Council want to add penalties, following notice and a reasonable period of time to comply, for those who do not complete timely training, such as removal from committees or commissions?
- Does the Council wish to add any other trainings, such as unconscious bias, housing laws, municipal finance?
  - Should these trainings be mandatory or discretionary?

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# **Committee and Commission Appointments**

- Currently, only persons who live within the City can be appointed.
- Does Council want to add an exception for committees where it would be in the best interest of the city to have representation by persons who don't live in the City but who represent organizations whose input and participation would benefit the City?



14

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   representation by persons who don't live in the City but who
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   benefit the City?

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# Questions? Comments? Suggestions?

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### AGENDA TRANSMITTAL

**MEETING DATE:** May 23, 2023

CITY AGENDA ITEM: Successor Agency Adoption of Resolution SA 2023-\_\_\_: Resolution of the Successor Agency to the Redevelopment Agency of the City of Suisun City approving the agreement for the Purchase and Sale of Real Property and Joint Escrow Instructions with Larson 1240, LLC for the transfer of property located at 1240 Kellogg Street, City of Suisun City (Solano County Assessor's Parcel Number 0032-200-330).

**FISCAL IMPACT:** The Successor Agency (SA) will realize approximately \$500,100 in proceeds from the sale of its property. The proceeds will be distributed to the affected taxing entities pursuant to redevelopment agency dissolution law.

STRATEGIC PLAN: Provide Good Governance and Develop Sustainable Economy.

**BACKGROUND:** On May 26, 2022, the Successor Agency of the Redevelopment Agency of the City of Suisun City requested proposals to purchase property owned by the Successor Agency at 1240 Kellogg Street. The 0.85-acre site was listed as Waterfront Commercial zoned property improved with a 10,500 square-foot commercial building and a 0.50-acre asphalt paved and fenced yard (Attachment 2, Property Map). The Request for Proposal (RFP) included a series of focused questions relating to the planned use of the property and offered proposers an opportunity to tour the site. The RFP clearly explained that proposals of job creation potential, market demand, and the highest economic and financial benefit to the City would be highly desirable. Garland & Salmon appraised the property, determining that the property was worth \$500,000.

The SA allowed over a month for proposers to complete due diligence before submitting a proposal. Potential proposers could meet with staff during due diligence, tour the site, and research property information. The RFP closed on July 11, 2022, and the SA received eight submissions. Once the review process commenced, the selection was suspended, allowing for the seating of a new City Council.

Since the new calendar year (2023), staff reviewed and narrowed the proposals based on the criteria established in the RFP. After a series of SA closed-session discussions to discuss the proposers' initial offer of \$325,000, the applicant agreed to increase the purchase price to \$500,100. With this increase, staff received direction from the SA to move forward with a Purchase Sale agreement with Larson Marine for the operation of a marine dealership just above the appraised value. Larson Marine is a family-owned boat dealership with 50 years of experience in the marine sales sector. Larson Marine has two locations in Rancho Cordova (Sacramento area) and Stockton, with approximately \$30 mil per year in gross sales between the two stores. The Suisun City store will be a direct market location for Napa, Walnut Creek, San Jose, San Ramon, and more and will cater to those looking for high-end marine products. Sales values range from \$125k to \$275k, and internal data reflects that 30% of the units sold are over \$200,000.

**STAFF REPORT:** The 0.85-acre site comprises an existing commercial building, an asphalt-paved parking area, and a fenced yard. Larson Marine is purchasing the property in an as-is condition with the understanding that the building requires repairs and maintenance. Part of the applicant's due diligence

included a cost analysis of the necessary physical improvements to enhance and bring the building to meet code standards. The proposal details approximately \$365,000 to make the building code improvements to the building. These improvements are not factored into the cost of the property but only reflect that upon the sale of the property, the City will see costly physical improvements made by Larson Marine to enhance the property (Attachment 3, Proposal).

As outlined below, staff has negotiated an Agreement for the Purchase and Sale of Real Property with Larson Marine, legally referred to as Solano County Assessor's Parcel Number 0032-200-330. The terms of the agreement are outlined below:

- Property Description: 0.85 Acres (Solano County Assessor's Parcel Number 0032-200-330).
- Purchase Price: \$500,100 as determined by an appraisal prepared by Garland & Salmon and price increase by Larson Marine.
- Deposit: \$50,000 due opening of escrow.
- Escrow Opening: Three days upon execution of agreement Five-day default.
- Due Diligence: 45 days (upon opening of escrow).
- Close of Escrow: 45 days Due diligence complete.
- Property Condition: As Is.

**STAFF RECOMMENDATION:** Successor Agency Adoption of Resolution SA 2023-\_\_\_: Resolution of the Successor Agency to the Redevelopment Agency of the City of Suisun City approving the agreement for the purchase and sale of real property and joint escrow instructions with Larson 1240, LLC for the transfer of property located at 1240 Kellogg Street, City of Suisun City (Solano County Assessor's Parcel Number 0032-200-330).

# **DOCUMENTS ATTACHED:**

- 1. Successor Agency Adoption of Resolution SA 2023-\_\_\_: Resolution of the Successor Agency to the Redevelopment Agency of the City of Suisun City approving the agreement for the purchase and sale of real property and joint escrow instructions with Larson 1240, LLC for the transfer of property located at 1240 Kellogg Street, City of Suisun City (Solano County Assessor's Parcel Number 0032-200-330)
- 2. Agreement for Purchase and Sale of Real Property
- 3. Property Location Map
- 4. Proposal
- 5. PowerPoint Presentation

PREPARED BY:

REVIEWED BY:

APPROVED BY:

Jim Bermudez, Development Services Director

Greg Folsom, City Manager

Greg Folsom, City Manager

### **ATTACHMENTS:**

- 1 Resolution Approving Agreement for Purchase and Sale of Real Property 1240 Kellogg St.pdf
- 2 Agreement for Purchase of Sale of Real Property.pdf
- 3 Property Location Map.pdf
- 4 Proposal.pdf
- 5 PowerPoint Presentation.pdf

# 

**RESOLUTION NO. SA 2023-**

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY APPROVING THE AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS WITH LARSON 1240, LLC FOR THE TRANSFER OF PROPERTY LOCATED AT 1240 KELLOGG STREET, CITY OF SUISUN CITY (SOLANO COUNTY ASSESSOR'S PARCEL NUMBER 0032-200-330)

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

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

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

**WHEREAS**, the Successor Agency is the owner of that certain improved real property located at 1240 Kellogg Street, City of Suisun City, County of Solano, State of California (Assessor Parcel Number: 0032-200-330) ("Property").

WHEREAS, pursuant to Suisun City Oversight Board Resolution 2017-01 adopted in February 2017 and Section 34181 of the Health and Safety Code, the Suisun City Oversight Board directed the Successor Agency to dispose of certain assets, including the property located at 1240 Kellogg Street.

WHEREAS, the Consolidated Oversight Board of Solano County was established in accordance with the California Health and Safety Code Section 34179(j) to oversee the activities of the six redevelopment successor agencies in Solano County, thereby replacing all other redevelopment successor agency oversight boards, effective July 1, 2018; and

**WHEREAS,** pursuant to Department of Finance correspondence, dated July 14, 2017, to the City's then-Economic Development Director, the Property was approved for sale, which sale must be approved by the oversight board, now the Solano Consolidated Oversight Board.

WHEREAS, the Successor Agency on May 26, 2022, circulated a Request for Proposals, soliciting proposals for the sale and transfer of the Property, and on or before July 11, 2022, at 5:00 p.m., the Successor Agency received seven proposals, and after careful consideration, the Agency determined that the Larson 1240, LLC proposal was the proposal that best suits the interests of the Successor Agency and the City.

WHEREAS, the Successor Agency and Larson 1240, LLC have negotiated terms of an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (the "Agreement") associated with the Property.

**WHEREAS**, the Agency desires to sell the Property to Larson 1240, LLC pursuant to the terms and conditions of the Agreement, at the price provided for it the appraisal dated April 24, 2020.

WHEREAS, the proceeds from the sale of the Property will be distributed to the affected taxing entities pursuant to the provisions of the Dissolution Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Executive Director of the Agency is hereby authorized on behalf of the Successor Agency to the Redevelopment Agency of the City of Suisun City to execute the Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement"), for the property located at 1240 Kellogg Street, City of Suisun, County of Solano (APN 0032-200-330), subject to the necessary approvals from the Solano Consolidated Oversight Board and the Department of Finance, and to make revisions to the Agreement that do not materially or substantially increase the Successor Agency's obligations thereunder, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement

1	the Agreement and to administer the Successor Agency's obligations, responsibilities and		
2	duties to be performed under the Agreement and related documents.		
3	PASSED AND ADOPTED at a regular meeting of the City Council Acting as		
4	Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on		
5	Tuesday, the 23 <sup>rd</sup> day of May 2023, by the following vote:		
6	AYES:	Boardmembers:	
7	NOES: ABSENT: ABSTAIN:	Boardmembers: Boardmembers:	
8			eal of said City this 23 <sup>rd</sup> day of May 2023.
9	WIINI	255 my hand and the st	Lai of Said City this 25 day of May 2023.
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11			Donna Pock, CMC
12			Deputy Secretary
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# AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND
JOINT ESCROW INSTRUCTIONS ("Agreement") is made this day of
2023 by and between ROBERT LARSON AND KATHLEEN LARSON, husband and wife
("Buyer") and SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE
CITY OF SUISUN CITY, a public body, corporate and politic ("Seller"). PLACER TITLE
COMPANY, a California corporation shall act as escrow ("Escrow Holder").

# RECITALS:

- **A.** Seller is the owner of that certain improved real property on 1240 Kellogg Street, in the City of Suisun City, County of Solano, State of California (Assessor Parcel No. 0032-200-330), more particularly described in <u>Exhibit "A"</u> attached hereto and by this reference incorporated herein ("**Property**").
- **B.** When the State of California enacted legislation to dissolve redevelopment agencies, the Agency was directed to sell all properties not required for essential governmental functions, including the Property.
- **C.** The disposition of the Property is being undertaken consistent with the Surplus Land Act (Gov. Code §§ 54220-54232; the "**Act**"), which governs the disposition of land owned by public agencies that is determined to be no longer necessary for the public agency's use.
- **D.** The California Department of Housing and Community Development has reviewed the Agency's efforts to sell the Property and, on January 18, 2023, issued an email confirming that the Agency has made a good faith effort to sell the property as required by the Act and can now offer the Property for sale to the general public with one caveat: as required by the Act, entitlements are issued for the property, a deed restriction must be recorded. The deed restriction provides that if more than 10 residential units are built on the Property, at least 15% of the units shall be sold or rented at an affordable housing cost, as defined by State law.
- **E.** Seller is willing to sell and Buyer is willing to buy, the Property pursuant to the terms of this Agreement and subject to the mandatory restriction specified above.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and incorporating the Recitals, the parties hereto agree as follows:

# **TERMS AND CONDITIONS:**

1. PURCHASE AND SALE OF PROPERTY. Buyer agrees to purchase from Seller,

and Seller agrees to sell to Buyer the Property in AS-IS condition upon the terms and conditions in this Agreement.

# 2. <u>EFFECTIVE DATE; OPENING OF ESCROW</u>.

- **2.1 Effective Date**. This Agreement shall be deemed effective upon execution of the Agreement by Seller after the approval by the Seller's Board as required by law ("Effective Date").
- 2.2 Opening of Escrow. Within three (3) days after the execution of this Agreement by Seller, the parties shall open an escrow (Escrow) with Placer Title Company (Escrow Holder) by causing an executed copy of this Agreement to be deposited with Escrow Holder which Escrow Holder shall sign and accept. Escrow shall be deemed opened upon Escrow Holder's receipt of all of the following ("Opening of Escrow"): (i) the executed copies of this Agreement; and (ii) Buyer delivers the Deposit (defined in Section 3.2a). If Escrow is not opened (as defined above) within five (5) days after the Effective Date, Seller shall have the right to terminate this Agreement upon written notice to Buyer and Escrow Holder prior to the actual Opening of Escrow.

# 3. PURCHASE PRICE; PAYMENT OF PURCHASE PRICE.

**3.1** *Purchase Price.* The Purchase Price is Five Hundred Thousand One Hundred Dollars (\$500,100) ("Purchase Price").

# 3.2 Payment of Purchase Price.

- a. **Deposit**. Upon Opening of Escrow, Seller shall deliver the Deposit to Escrow Holder in the amount of Fifty Thousand Dollars (\$50,000) ("**Deposit**").
- b. Release of Deposit. If Buyer delivers the Disapproval and Termination Notice in accordance with Section 7.2, the Deposit shall be promptly returned to Buyer by Escrow Holder. If Buyer does not deliver the Disapproval and Termination Notice in accordance with Section 7.2, the Deposit shall be promptly released to Seller by Escrow Holder, provided Seller shall promptly return the Deposit to Buyer if Buyer is entitled to the Deposit as provided in Section 12.5 below. Each party agrees to promptly execute and deliver any documents requested by Escrow Holder to effect the release of the Deposit as specified above.
- **c.** Balance of Purchase Price. Buyer shall deposit the balance of the Purchase Price with Escrow Holder in Good Funds (as defined below) at least one (1) business day prior to the Closing Date.
- **3.3 Good Funds.** All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

# 4. FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

- **4.1 Seller.** Seller agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Seller will deposit with Escrow Holder such funds and other items and instruments (executed and acknowledged, if appropriate) as may be necessary in order for the Escrow Holder to comply with this Agreement, including without limitation:
  - i. Executed and acknowledged grant deed substantially in the form attached hereto as <u>Exhibit B</u> ("**Grant Deed**") and such other documents as reasonably required by Title Company.
  - ii. Two (2) executed and acknowledged Covenant Agreement in the form attached hereto as Exhibit C ("Covenant Agreement").
  - iii. A Non-Foreign Affidavit as required by federal law.
  - iv. Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.
- **4.2 Buyer.** Buyer agrees that on or before 12:00 noon at least one (1) business day prior to the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement, including without limitation:
  - (i) A Preliminary Change of Ownership Statement completed in the manner required in Solano County ("**PCOR**").
  - (ii) Two (2) executed and acknowledged copies of the Covenant Agreement.
  - (iii) Such funds and other items and instruments as may be necessary in order for Escrow Holder to comply with this Agreement.

# 5. CLOSING DATE; EXTENSION OPTIONS; TIME IS OF ESSENCE.

- 5.1 Closing Date. Escrow shall close within forty-five (45) days after Buyer has provided the approval by the Due Diligence Expiration Date (pursuant to Section 7), no ("Closing Date") unless extended as evidenced by a writing signed by both parties. The terms "Close of Escrow" and/or "Closing" are used herein to mean the date that the (i) Grant Deed, and (ii) the Covenant Agreement are filed for recording by the Escrow Holder in the Office of the County Recorder of Solano County, California in that specific order.
- **5.2 Possession.** Upon the Close of Escrow, Seller shall deliver exclusive possession of the Property to Buyer.
- **5.3** *Time is of Essence.* Buyer and Seller specifically agree that time is of the essence under this Agreement.

- **5.4 Authority of Executive Director.** Seller by its execution of this Agreement hereby agrees that the Executive Director of Seller or designee (who has been designated by Executive Director's written notice delivered to Buyer and Escrow Holder) shall, in Executive Director's sole and exclusive discretion, have authority:
  - (i) to execute documents on behalf of Seller including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the Executive Director or their designee shall be binding on Seller.
  - (ii) make minor modifications to this Agreement in order to fulfill the direction of the Agency Board, provided that such minor modifications must be approved by the Agency's Counsel.

# 6. <u>TITLE POLICY</u>.

6.1 Approval of Title. Promptly following execution of this Agreement but, in no event later than five (5) days following Opening of Escrow, a preliminary title report shall be issued by Placer Title Company ("Title Company"), describing the state of title of the Property, together with copies of all exceptions listed therein and a map plotting all easements specified therein ("Preliminary Title Report"). Within fourteen (14) days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's disapproval of any matters contained in the Preliminary Title Report except that Buyer may not disapprove any title exceptions caused by Buyer's entry onto the Property pursuant to Section 7 ("Disapproved Exceptions").

In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of seven (7) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

**6.2** *Title Policy.* At the Close of Escrow, Escrow Holder shall furnish Buyer with an ALTA owner's non-extended Policy of Title Insurance insuring title to the Property

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vested in Buyer with coverage in the amount of the Purchase Price, containing only the exceptions to such title (i) which have been approved or waived by Buyer in accordance with Section 6.1; and (ii) the Covenant Agreement ("**Title Policy**"). The cost of the Title Policy to Buyer shall be paid by Buyer.

# 7. <u>DUE DILIGENCE</u>.

- 7.1 **Due Diligence**. Seller has provided Buyer with any and all documents and information in Seller's possession and control concerning the Property including contracts, leases, and reports. Commencing with the Effective Date, Buyer shall have the right at its cost to conduct such engineering, feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property, including Buyer securing financing and necessary entitlements for Buyer's proposed project.
- **7.2 Disapproval of Due Diligence Matters.** No later than forty five (45) days from the Opening of Escrow ("**Due Diligence Expiration Date**"), Buyer may, in its sole discretion, notify Seller in writing (with a copy to Escrow Holder) of (i) its disapproval of the due diligence matters (excluding title matters which are to be approved or disapproved pursuant to Section 6) in its sole discretion; and (ii) its election to terminate this Agreement and Escrow ("**Disapproval and Termination Notice**").

If Buyer sends the Disapproval and Termination Notice in the time and manner specified above, the parties shall execute any documents required by Escrow Holder and upon receipt of said documents executed by the parties, Escrow Holder shall return the Deposit (less any cancellation charges) to Buyer. If Buyer does not deliver the Disapproval and Termination Notice in the time and manner specified above, Buyer shall conclusively be deemed to have approved due diligence matters.

Right to Enter the Property. Commencing with the Effective Date. Seller grants Buyer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Buyer's sole cost and expense. Prior to entry onto the Property, Buyer shall (i) notify Seller the date and purpose of each intended entry together with the names and affiliations of the persons entering the Property; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) allow an employee of Seller to be present at Seller's election; (v) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (vi) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; (vii) provide to Seller prior to initial entry a certificate of insurance evidencing that Buyer has procured and paid

premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) which insurance names Seller as additional insured. Buyer shall return the Property to substantially its original condition following Buyer's entry. Following Buyer's entry, Buyer shall provide Seller copies of all studies, surveys, reports, investigations and other tests derived from any inspection ("**Reports**"); and to take the Property at Closing subject to any title exceptions caused by Buyer exercising this right to enter.

Buyer agrees to indemnify, and hold Seller free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Seller may suffer or incur as a consequence of Buyer's exercise of the license granted pursuant to this Section 7.3 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property during the term of this Agreement, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Buyer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Seller. Buyer's obligations under this Section 7.3 shall survive termination of this Agreement for any reason. The parties agree that breach of any Property entry or restoration conditions in this Section 7.3 shall constitute a material breach of this Agreement.

**7.4 Natural Hazard Disclosure Report.** Upon Opening of Escrow, Escrow Holder shall order a commercial Natural Hazards Disclosure report for the Property by Disclosure Source ("NHD Report") to be delivered to Buyer by Escrow Holder. Buyer shall have the right to review the NHD Report during the Due Diligence Period. Seller shall pay for the NHD Report.

# 8. <u>CONDITIONS PRECEDENT TO CLOSE OF ESCROW</u>.

- **8.1 Conditions to Buyer's Obligations.** The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("Buyer's Conditions Precedent"):
  - i. Title Company will issue the Title Policy as specified in Section 6.2.
  - ii. Buyer has **not** issued the Disapproval and Termination Notice pursuant to Section 7.2.
  - iii. Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
  - iv. Seller is not in default of its obligations under this Agreement.

- v. All of Seller's representations and warranties contained herein shall have been true and correct when made and unless otherwise disclosed to Buyer in writing by Seller prior to the Closing Date, shall be true and correct, to the best of Seller's knowledge, as of the Closing Date.
- **8.2 Conditions to Seller's Obligations.** The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent:
  - i. Buyer has delivered the balance of the Purchase Price to Escrow Holder.
  - ii. Buyer has not issued the Disapproval and Termination Notice pursuant to Section 7.2.
  - iii. Title Company will issue the Title Policy as specified in Section 6.2.
  - iv. Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
  - v. Buyer is not in default of its obligations under this Agreement.

# 9. LIQUIDATED DAMAGES.

IF BUYER SHOULD MATERIALLY DEFAULT UNDER THIS AGREEMENT, BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. THEREFORE, BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671 AND 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE FOR A BREACH PRIOR TO THE CLOSING. SUCH LIQUIDATED DAMAGES SHALL CONSTITUTE SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY) AGAINST BUYER ON ACCOUNT OF BUYER'S DEFAULT THAT RESULTS IN A FAILURE TO CLOSE UNDER THIS AGREEMENT AND SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO CONVEY THE PROPERTY TO BUYER. SELLER HEREWITH WAIVES ALL OTHER CLAIMS OR CAUSES OF ACTION AGAINST BUYER OR BUYER'S AGENTS AND EMPLOYEES, INCLUDING ANY CLAIMS ARISING BY STATUTE OR COMMON LAW. WHETHER SUCH CLAIMS BE CHARACTERIZED AS CONTRACT OR TORT CLAIMS. THIS LIQUIDATED DAMAGES PROVISION DOES NOT APPLY TO OR LIMIT IN ANY WAY THE INDEMNITY OBLIGATIONS OF BUYER UNDER THIS AGREEMENT.

Buyer's Initials

# 10. CONDITION OF THE PROPERTY.

- **10.1 Disclaimer of Warranties.** Upon the Close of Escrow, Buyer shall acquire the Property in its "**AS-IS**" condition and Buyer shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Property, and, except as specifically set forth in Section 11, Seller makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, and Seller specifically disclaims all representations or warranties of any nature concerning the Property made by it. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage.
- 10.2 Hazardous Materials. Buyer understands and agrees that, except as otherwise provided in this Agreement, in the event Buyer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Buyer may look to current or prior owners of the Property, but, in no event, shall Buyer look to Seller for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Buyer, from and after the Closing, except as otherwise provided in this Agreement, hereby waives, releases, remises, acquits and forever discharges Seller, and each of the entities constituting Seller, if any, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials there from, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, against the Seller, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material there from, whether existing prior to, at or after the Closing, are by this release provision, and except as otherwise provided in this Agreement, declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release.

In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Buyer Initials	Seller Initials

Notwithstanding anything in this Agreement to the contrary, the release provision in this Section 10.2 shall not apply to any breach by Seller of a representation or warranty set forth in Section 11.1(b) & (h) only concerning Hazardous Materials, any Environmental Claim, and any Environmental Cleanup Liability ("**Specific Representations**"). To the extent of a breach by Seller of a Specific Representation then the foregoing release provision shall not apply to such breach unless Buyer was aware of the breach prior to Closing and chose to Close.

For purposes of this Agreement, the following terms shall have the following meanings:

"Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

"Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Property, including the ground water hereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

"Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Property is capable of such compliance.

"Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of byproducts, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their

manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115. 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code: (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(o) and (p) and 25501.1 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code: (vii) asbestos: (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Code of Regulations. Division 4. Chapter 30: (ix) defined as "waste" or a "hazardous substance" pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. §1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq. (42 U.S.C. §6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. (42 U.S.C. §9601); (xiii) defined as "Hazardous Material" or a "Hazardous Substance" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, oil wells, underground storage tanks, and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer's release as set forth in the provisions of this Section, as well as all other provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

# 11. REPRESENTATIONS AND WARRANTIES.

# 11.1 General Representations and Warranties.

Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the Opening of Escrow and shall be true in all respects on the date of Close of Escrow on the Property to the best of knowledge of Seller's existing staff without duty to investigate:

(a) There are no contracts, leases, claims or rights affecting the Property

and no agreements entered into by or under Seller which shall survive the Close of Escrow except as heretofore disclosed in writing by Seller to Buyer on or before the Effective Date.

- (b) Seller has not received any written notice from any third parties, prior owners of the Property, of any federal, state, or local governmental agency, indicating that any Hazardous Materials, Environmental Claim, Environmental Cleanup Liability exists or applies to the Property, nor does Seller have any knowledge that any Hazardous Materials, Environmental Claim, or Environmental Cleanup Liability exists or applies to the Property.
- (c) There are no easements or encroachments onto the Property by buildings or improvements from any adjoining property.
- (d) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).
- (e) There are no pending or, to Seller's knowledge without any duty of investigation, any threatened proceedings in eminent domain or otherwise, which would affect the Property or any portion thereof.
- (f) Seller has not received any written notice of any existing or threatened litigation or arbitration involving the Property, and, to Seller's knowledge, there is no such litigation or arbitration involving the Property.
- (g) Seller has not received any written notice of any currently outstanding violations of any federal, state, county or city ordinance, order, regulation or requirement affecting the Property and, to Seller's knowledge, there are not such violations affecting the Property.
- (h) (i) Seller has not caused or knowingly permitted the storage, use, generation, migration, release, handling or disposal of any Hazardous Materials in, on, or about the Property by Seller or any agents, employees, contractors, licensees, tenants, subtenants, customers, clients, guests or invitees of Seller, except in compliance with Environmental Laws; (ii) there has been no release and there is no threatened release of any Hazardous Material in, on, under, about or adjacent to the Property; and (iii) Seller is not aware of any Hazardous Materials migrating to or from the Property.
- (i) Seller has the power and authority to enter into this Agreement and convey the Property to Buyer and to execute and deliver the other documents referred to herein and to perform hereunder and thereunder on behalf of Seller. This Agreement has been duly authorized by all necessary action on behalf of Seller and executed by an authorized signatory on behalf of Seller and properly delivered to Buyer.
- (j) Seller, in entering into this Agreement and in conveying the Property to Buyer as contemplated herein, has fully complied with all provisions of the Act.
- 12. Survival of Representations and Warranties of Seller. The representations and

warranties provided in this Section 11 shall survive the Closing and delivery of the Grant Deed for a period of two (2) years after the Closing. However, if any failure of a representations or warrant is known to Buyer prior to the Closing, Buyer may, in its discretion, elect to either (i) terminate this Agreement in writing, or (ii) Close in which case the known failure is waived as of Closing.

# 13. <u>ESCROW PROVISIONS</u>.

- 13.1 Escrow Instructions. Sections 1 through 6, inclusive, 8, 12, 15 and 16 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.
- 13.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Solano County Recorder to mail (i) the Grant Deed to Buyer at the address set forth in Section 15 after recordation; and (ii) the Covenant Agreement to Seller at the address set forth in Section 15 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Solano County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.
- **13.3 Proration of Real Property Taxes.** As a public agency, Seller is not subject to real property taxes. According, Buyer shall take the Property subject to non-delinquent general and special real property taxes prorated to the Close of Escrow prorated on the basis of a thirty (30) day month and a three hundred sixty (360) day year.

# 13.4 Payment of Costs.

a. Cost Allocation. Seller shall only pay the documentary transfer taxes and one-half (1/2) of escrow fees and shall be responsible for the recordation of the Covenant Agreement which is exempt from recording fees pursuant to Government Code §6103 ("Seller's Charges"). Buyer shall pay the cost of the Title Policy, one-half of the escrow fees, the recording charges for the Grant Deed and any charges incurred by Buyer's acts ("Buyer's Charges"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

- b. Closing Statement. At least three (3) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.
- 13.5 Termination and Cancellation of Escrow. If Escrow fails to close due to a failure of a condition precedent, then the party in whose favor the condition precedent runs may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Upon cancellation, Escrow Holder is instructed to return (i) the Deposit to Buyer (less any cancellation fees) to Buyer unless Seller is entitled to same pursuant to Section 9, and (ii) all documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.
- **13.6 Documents.** Escrow Holder will assemble the Covenant Agreements receive from each party so that one (1) executed copy will be recorded in the Official Records of Solano County and returned directly to Seller by the County Recorder. Upon recordation of the Grant Deed and Covenant Agreement, conformed copies of each shall be delivered to each party.
- 13.7 *Information Report*. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045I regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045I, and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.
- 13.8 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form

pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

- 13.9 **Brokerage Commissions.** Buyer and Seller each represent and warrant to the other that neither party is represented by a broker and that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.
- 13. RISK OF PHYSICAL LOSS. Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer after Close of Escrow. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within ten (10) days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said ten (10) day period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage (subject to the rights of tenants under leases of the Property). Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.
- NON-COLLUSION. No official, officer, or employee of Seller has any financial 14. interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Seller participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non-interest" pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, and any Seller official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Seller official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Buyer's Initials:
-------------------

**15. NOTICES.** Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given (i) by personal delivery which will be deemed received the following day, or (ii) by mailing the same by registered or certified mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the party to whom the notice is directed as set forth below, or such other address and to such other persons as the parties may hereafter designate:

**To Seller:** Suisun City Successor Agency

701 Civic Center Blvd Suisun City, CA 94585

Attention: Executive Director

With a Copy to: Aleshire & Wynder, LLP

2361 Rosecrans Avenue Suite 475

El Segundo, CA 90245 Attention: Elena Gerli

**To Buyer:** Robert & Kathleen Larson

4340 Riviera Drive Stockton, CA 95204

To Escrow Holder: Placer Title Company

1300 Oliver Road Suite 120

Fairfield, CA 94534

Attn: Laura Vierra, Escrow Officer

#### 16. GENERAL PROVISIONS.

transfer any rights, interests, and/or obligations hereunder prior to the Closing without Seller's express prior consent in writing, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Buyer shall have the right to assign its rights under this Agreement, without the consent of Seller to an Affiliate. For purposes of this Agreement, an "Affiliate" shall mean an entity in which Buyer retains majority ownership interest and day-to-day management and control. In the event that Buyer assigns its rights under this Agreement to an Affiliate, Buyer shall provide to Seller not less than five (5) business days' written notice. Such assignment of Buyer's rights under this Agreement shall not relieve Buyer of its obligations hereunder unless otherwise agreed to by Seller in writing. Except as allowed by this Section, neither this Agreement nor the rights of either Party hereunder may be assigned by either Party. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors, heirs, administrators and permitted assigns.

**16.2 Attorney's Fees.** In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have

and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

- 16.3 Interpretation; Governing Law; Venue. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. The venue for any dispute shall be Solano County.
- **16.4 No Waiver.** No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.
- **16.5** *Modifications*. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.
- **16.6 Severability.** If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- **16.7** *Merger.* This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written are merged herein and shall be of no further force or effect.
- 16.8 Construction. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

- **16.9 Qualification and Authority.** Each individual executing this Agreement on behalf of Buyer represents, warrants and covenants to the Authority that (a) such person is duly authorized to execute and deliver this Agreement on behalf of Buyer in accordance with authority granted under the organizational documents of such entity, and (b) Buyer is bound under the terms of this Agreement.
- **16.10 No Third-Party Beneficiaries.** This Agreement is only between the parties, and is not intended to be nor shall it be construed as being for the benefit of any third party.
- **16.11 Execution in Counterparts.** This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
- **16.12 Exhibits.** Exhibits A, B, and C attached hereto and incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

#### NOTE: Each of Sections 9, 10.2 & 14 must also be initialed.

BUYER:	SELLER:
ROBERT LARSON	SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic
KATHLEEN LARSON	
ACCEPTED BY ESCROW HOLDER: PLACER TITLE COMPANY, a California corporation	By:
By: Laura Vierra, Escrow Officer  Dated:, 2023	Anita Skinner, Agency Secretary  APPROVED AS TO FORM:  ALESHIRE & WYNDER, LLP
	By: Elena Q. Gerli, Agency Counsel

#### **EXHIBIT "A"**

#### **LEGAL DESCRIPTION OF THE PROPERTY**

The real property located in the City of Suisun City, County of Solano, State of California described as follows:

Parcel 1, as shown on the parcel map entitled: "Parcel Map of Portion of Suisun City Parcel 'E' ", filed December 22, 1987, in Book 40 of Parcel Maps, at Page 75, Solano County Records.

1

APN: 0032-200-330

# EXHIBIT B GRANT DEED

## Recording requested by and When Recorded Return to:

Mr. & Mrs. Larson 4340 Riviera Drive Stockton CA, 95204

APN. 0032-061-390
THE UNDERSIGNED GRANTOR DECLARES that the documentary transfer tax (computed on full value) is \$

(Space Above This Line for Recorder's Office Use Only)

#### **GRANT DEED**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and subject to the covenants set forth below SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic ("**Grantor**") grants to ROBERT AND KATHLEEN LARSON ("**Grantee**"), all of its rights, title, and interest in that certain real property in the City of Suisun City, County of Solano, State of California, as more particularly described in <u>Exhibit A</u> attached hereto and incorporated by this reference ("**Property**").

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

- herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."
- (b) <u>Leases:</u> In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure,

## 5/9/23 Larson comments 5/15/23 City responses

or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

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

The forgoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

**GRANTOR:** 

REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic
NOT TO BE EXECUTED UNTIL
Bv: CLOSING
Greg Folsom, Executive Director
, 2023
ATTEST:
Anita Skinner, Agency Secretary
APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP
By:
Elena Q. Gerli, Agency Counsel

SUCCESSOR AGENCY OF THE

# EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY

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

Parcel 1, as shown on the parcel map entitled: "Parcel Map of Portion of Suisun City Parcel 'E' ", filed December 22, 1987, in Book 40 of Parcel Maps, at Page 75, Solano County Records.

3

APN: 0032-200-330

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

STATE OF CALIFORNIA	) ) ss.		
STATE OF CALIFORNIA  COUNTY OF	) ss. )		
On, 202 public, personally appeared who proved to me on the basis is/are subscribed to the with executed the same in his/he signature(s) on the instrument acted, executed the instrument	of satisfactory evide in instrument and a er/their authorized c the person(s) or the e	nce to be the person(s) wacknowledged to me that by apacity(ies), and that by	hose name(s) t he/she/they / his/her/their
I certify under PENALTY OF I foregoing paragraph is true an		laws of the State of Calif	ornia that the
WITNESS my hand and officia	l seal.		
Notary Public			
SEAL:			

1

# EXHIBIT C COVENANT AGREEMENT

Recor	ding	reque	ested	by	and
When	Reco	orded	Retu	rn t	0:

Suisun City Successor Agency 701 Civic Center Blvd. Suisun City, CA 94585 Attn: Executive Director

APN. 0032-200-330

(Space Above This Line for Recorder's Office Use Only) (Exempt from Recording Fee per Gov. Code §6103)

#### **COVENANT AGREEMENT**

THIS COVENANT AGREEMENT (this "Covenant Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, ROBERT AND KATHLEEN LARSON ("Owner") in favor of the SUCCESSOR AGENCY TO THE REDEVELOPMENT OF THE CITY OF SUISUN CITY, a public body, corporate and politic ("Agency"). Owner and Agency are occasionally referred to herein each as a "party" and jointly as the "parties".

#### RECITALS:

- **A.** Owner owns that certain real property located in the City of Suisun City, County of Solano, State of California, more particularly described in <a href="Exhibit A">Exhibit A</a> attached hereto and incorporated herein by this reference ("**Property**").
- **B.** Owner acquired the Property from the City pursuant to that certain Grant Deed recorded immediately prior to this Covenant ("**Grant Deed**") in the Official Records of Solano County ("**Official Records**").
- C. In order to sell the Property to Owner for non-residential development, the Agency was required and did comply with the provisions of the Surplus Land Act (Government Code Section 54220 et seq) and the applicable regulations ("SLA"). Accordingly, on April 4, 2023, the Board of Directors of the Successor Agency to the Redevelopment Agency of the City of Suisun City approved such a Deed Restriction. The Deed Restriction was recorded with the County of Solano Recorder's Office, Instrument No.
- **D.** As material consideration for the sale of the Property to Owner, this Covenant Agreement is mandated under the SLA with respect to any future residential development of the Property.
- **E.** Accordingly, Agency and Owner now desire to place a covenant regarding any future residential development of the Property.

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NOW, THEREFORE, Owner declares, covenants and agrees, by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through it, that the Property shall be burdened, held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenant hereinafter set forth.

- 1. **EFFECTIVE DATE; TERM.** This Covenant Agreement shall be effective as of the date it is recorded in the Official Records ("**Effective Date**") and continue in perpetuity ("**Term**").
- 2. **COVENANT.** Nothing herein shall be construed to require the Property to be developed for residential. However, if, at any time during the Term, ten (10) or more residential units are developed on the Property, not less than fifteen percent (15%) of the total number of residential units developed on the Property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Thereafter, rental units shall remain affordable to and occupied by lower income households for a period of fifty-five (55) years for rental housing and forty-five (45) years for ownership housing. The initial occupants of all affordable ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements are covenants running with the land and shall be enforceable against any owner who violates a covenant and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.
- 3. COVENANT TO RUN WITH THE LAND. Owner hereby subjects and burdens the Property to the covenant set forth in Section 2. Owner understands that the covenant runs with the land and shall pass to and be binding upon Owner's successors in title to the Property for the Term. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property, or any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to this Covenant Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.
- **5. AMENDMENTS, MODIFICATIONS OR TERMINATION.** This Covenant Agreement may not be amended, modified or terminated except in writing, executed by the Agency, the then owner of the Property and the State of California, Housing and Community Development and recorded in the Official Records.

#### 6. MISCELLANEOUS.

**6.1. Notices.** All notices, demands, requests, elections, approvals, disapprovals, consents or other communications given under this Covenant Agreement shall be in writing and shall be given by personal delivery, certified mail, return receipt requested, or overnight guaranteed delivery service and addressed as follows:

2

5/9/23 Larson comments 5/15/23 City responses

**To Agency:** Suisun City Successor Agency

701 Civic Center Blvd Suisun City, CA 94585 Attention: Executive Director

With a Copy to: Suisun City Successor Agency

701 Civic Center Blvd Suisun City, CA 94585 Attention: Agency Counsel

**To Owner:** Robert & Kathleen Larson

4340 Riviera Drive Stockton, CA 95204

Notices shall be effective upon the earlier of receipt or refusal of delivery. Each party shall promptly notify the other party of any change(s) of address to which notice shall be sent pursuant to this section.

- **Governing Law**. This Covenant Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Los Angeles County.
- **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Covenant Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
- **6.4. Construction.** This Covenant Agreement shall be construed according to its fair meaning as if prepared by both parties and in favor of full enforcement. Headings used in this Covenant Agreement are provided for convenience only.
- **6.5. No Waiver.** The failure to enforce any term, covenant, or condition of this Covenant Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Covenant Agreement.
- **6.6. Governing Law.** This Covenant Agreement shall be governed by the laws of the State of California.
- **6.7. Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Covenant Agreement.

[SIGNATURES ON FOLLOWING PAGE]

5/9/23 Larson comments 5/15/23 City responses

IN WITNESS WHEREOF, the parties have executed this Covenant Agreement as of the dates specified below.

OWNER:	AGENCY:
ROBERT LARSON	SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, a public body, corporate and politic
KATHLEEN LARSON	NOT TO BE EXECUTED UNTIL  CLOSING  By:  Greg Folsom, Executive Director
NATIFICEN LANGON	. 2023
, 2023	ATTEST:
	Anita Skinner, City Clerk
	APPROVED AS TO FORM:
	ALESHIRE & WYNDER LLP
	By: Elena Q. Gerli, Agency Counsel

# EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

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

Parcel 1, as shown on the parcel map entitled: "Parcel Map of Portion of Suisun City Parcel 'E' ", filed December 22, 1987, in Book 40 of Parcel Maps, at Page 75, Solano County Records.

APN: 0032-200-330

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

STATE OF CALIFORNIA  COUNTY OF	) ) ss.		
COUNTY OF	)		
On, 202 public, personally appeared who proved to me on the basis is/are subscribed to the with executed the same in his/he signature(s) on the instrument acted, executed the instrument	of satisfactory evide in instrument and a er/their authorized c the person(s) or the e	ence to be the person(s) wacknowledged to me that be	whose name(s) at he/she/they y his/her/their
I certify under PENALTY OF I foregoing paragraph is true and		laws of the State of Cali	fornia that the
WITNESS my hand and officia	l seal.		
Notary Public			
SEAL:			

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

STATE OF CALIFORNIA	)	
COUNTY OF	) ss. )	
On	_, 2023 before me, _	, a
notary public, personally approved to me on the basis of	peared	, a who e to be the person(s) whose name(s) is/are
subscribed to the within inst same in his/her/their author	trument and acknowle rized capacity(ies), an	edged to me that he/she/they executed the nd that by his/her/their signature(s) on the alf of which the person(s) acted, executed
I certify under PENALTY O foregoing paragraph is true		the laws of the State of California that the
WITNESS my hand and offi	cial seal.	
Notary Public		
SEAL:		

1



#### Suisun project proposal questions

#### 1. Description of proposed project:

With the perfect proximity to the updated city boat ramp and parking area, there is no better vision than to have a business that reflects the heart and soul of the beautiful waterfront city of Suisun than a recreation business like a boat dealership with a 50 year plus family owned History. Gross sales of approximately \$30,000,000 per year between our 2 current locations. We have been in Stockton for 53 years, family owned since 1969 and Rancho Cordova California for the last 27 years. This location would be a great fit as it sits about 60 miles from each current location. The Suisun location would be a direct market location for Fairfield, Napa, Walnut Creek, San Jose, San Ramon..... the list goes on. All clients we will attract will bring in Bay area money into the town of Suisun. We will make this location and promote the town and amazing restaurants in our back yard. This would be our destination location not only promoting the Town but also the amazing waterways and Marina walk. Larson Marine is nothing like the last boat dealership you were dealing with. We sell and service high end products, Malibu boats, Axis boats and Bennington pontoon boats, all leading in market share in all our areas. The least expensive wakeboard boat we sell is roughly \$125,000 and the highest value is \$275,000. 30% of the units we sell are over \$200,000 each.

Our first priority will be to make the building look like what the people of Suisun and the city deserves it to look like. We are high end and take pride in our appearance inside and outside of all of our locations. We would remove and replace dated roll up doors and replace with showroom full glass rollups as we have done in all other locations. We will paint the exterior first and have a new epoxy roof installed. We will crack seal and re seal all yard blacktop. We will make a great looking landscape that everyone will be proud of. Our main goal as a commitment to the city is to make the Exterior a Diamond and something to be proud of. We will handle the inside second and hold it to the same standards. This project is a homerun for everyone and fits the use that the city needs.

2. We have already done multiple interior and exterior upgrades at both current locations and we will provide pictures or even promote a walk through at request.

With a family owned company history that started in 1969 we have worked with every aspect of city and state departments and have a great track record developing and reviving a city.

3. The building will be a full cash purchase from Larson Properties. Our goal is to take time to get the facility up to the standard it deserves and the people of Suisun will be proud of. The main priority for us is to make the property beautiful and by the time we get there hopefully

the inventory shortages and market will be ready to support this location. Worst case scenario we have a beautiful building ready to go and beautifies down town Suisun while we have some market and economy stabilization. We have already got in contact with our trades that we have great relationships with and will not delay in starting the beautification project immediately.

This facility has been basically abused and treated horribly by the past tenants and the facility needs a lot of work to reach the standards wanted by the city and the Larson's. I believe we will have the external cosmetic part of the project completed within a 6 month time period +/-depending on the trades availability. Full completion including inside should be within 1 year. We will in no way cut corners and will want the project done to the highest standards.

Benefits to the City and Residents of Suisun:

The city of Suisun is based and known as a beautiful waterfront town. Needing someone to help make boaters and families that love the water want to come and use the facilities and enjoy the amazing restaurants and river walk and Hotel. We will make a facility to be proud of that is a perfect fit for the future of the city of Suisun and the beautiful facilities that the city has already made a large investment in. The city of Suisun is a destination location. People have to find this hidden gem and come to realize the beauty and hospitality of this amazing city. We will make this location a huge destination for upper income families from the bay area and Fairfield. We will draw the demographic that you want to grow the downtown and hotel.

In closing, I am pretty sure you will get a higher offer or someone with a dream but we can make this a reality. We will do what we say on beautifying the location. Adjacent to your amazing marina and boat ramp will sit a first class establishment that will be a diamond to everyone living in the town and everyone that visits your beautiful waterfront. We have the ability to close on this deal quickly and do not need funding to make it happen we are ready to go. If you look at my proposal from every aspect you will see that this is the best option for everyone involved. The city of Suisun, the people of Suisun, the waterfront and all establishments involved will benefit from this location and will also not be competition to any other anchor businesses in the town.

Thank you for your time and please contact me with any future questions.

Craig Larson 916-500-2774

Larson marine

11361 Folsom Blvd.

Rancho Cordova, ca 95742

#### Suisun project costs to Larson

- 1. \$82,000 Epoxy foam roof install over existing roof
- 2. \$20,000 Advance fees to city
- 3. \$30,000 repair and replace landscape
- 4. \$30,000 complete paint inside and out
- 5. \$20,000 blacktop repair and reseal
- 6. \$30,000 Interior removal of not compliant areas
- 7. \$7,500.00 Garbage and Hauling
- 8. \$15,000 electrical panel and lighting
- 9. \$30,000 drainage issue estimated
- 10. \$58,000 glass rollup doors and install and removal
- 11. \$25,000 misc. permits and surprise issues.
- 12. \$7,500 exterior awnings
- 13. \$20,000 laborer costs

TOTAL COSTS TO GET BUILDING TO VISION \$365,000

\*LARSON CASH BID TO SUISUN CITY

\$500,100

Larson total investment in property

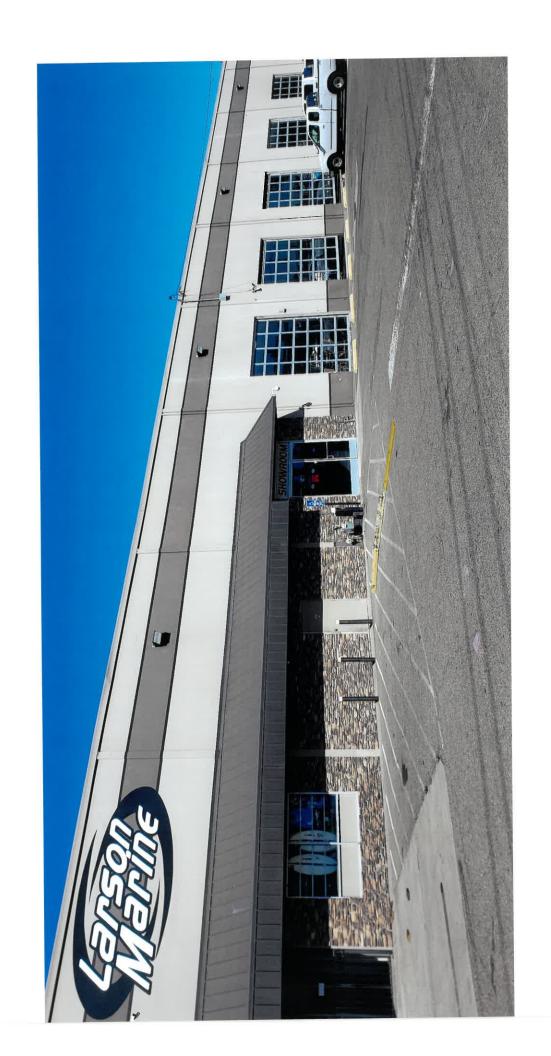
\$865,100

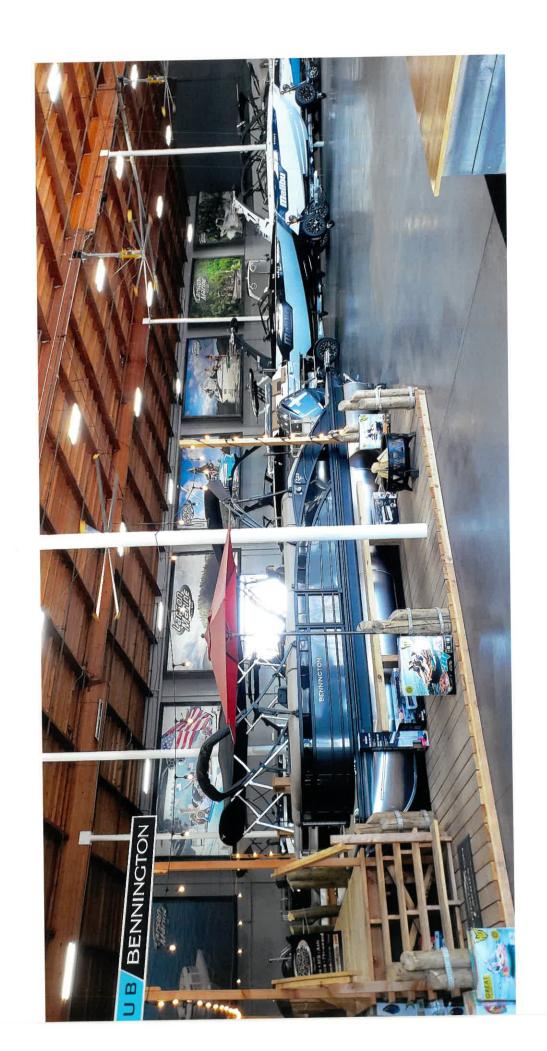
#### Pictures from Larson Marine Rancho Cordova ca,

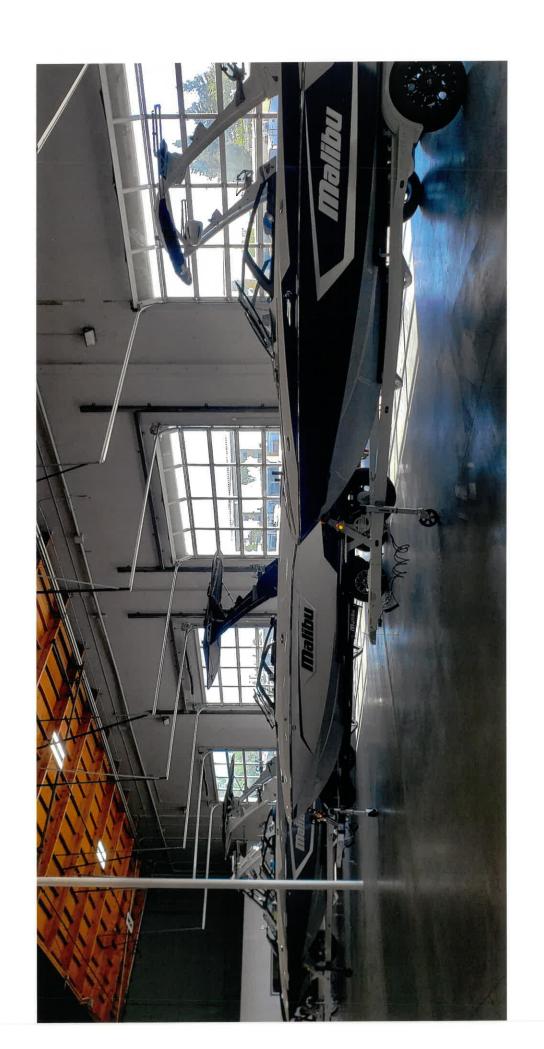
Illustrated glass roll up doors we would put in Suisun location 14 foot ceiling fan(s)

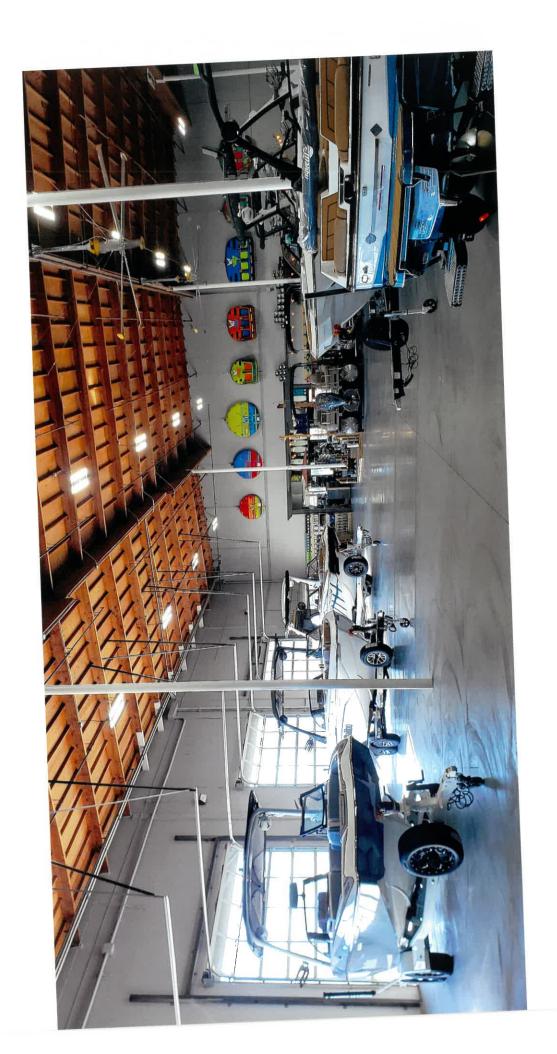
LED lighting.

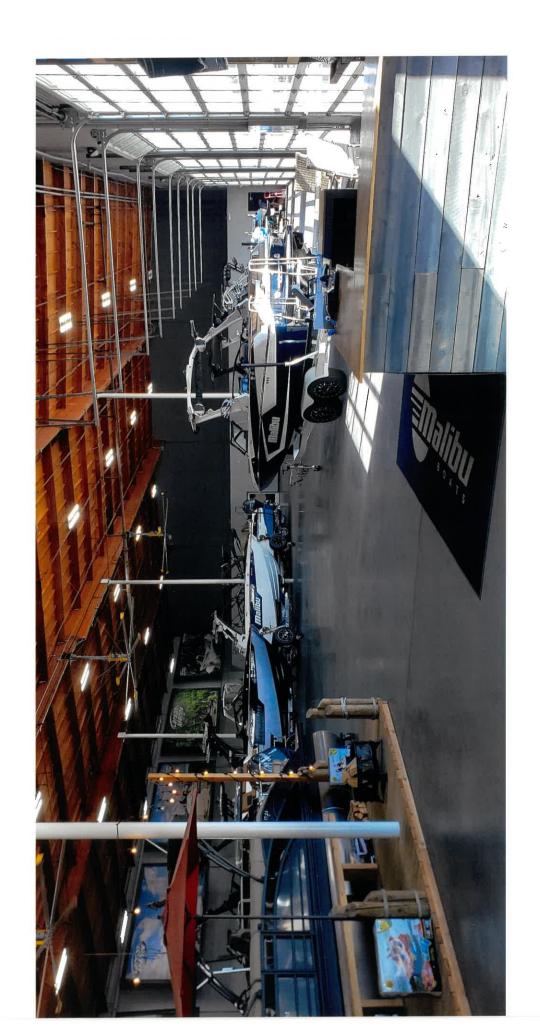
This showroom is the nicest around and we want the same look for the Suisun location. The building will be a huge asset to your great city and waterway. We are the best fit to reflect the heart of the city of Suisun.

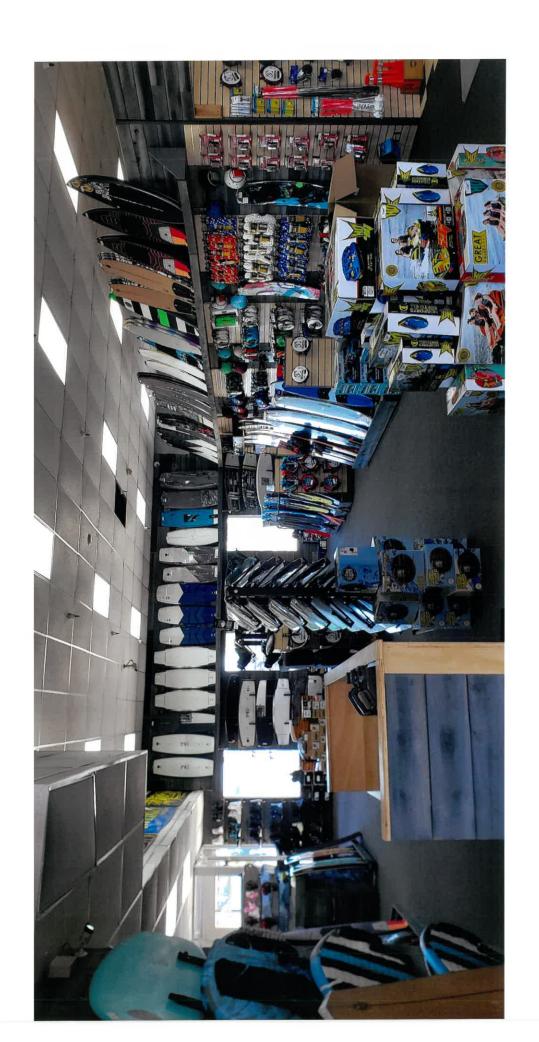
















### 1240 Kellogg Street – Purchase and Sales Agreement

CITY OF SUISUN CITY, CITY COUNCIL MAY 23, 2023

1

### Background

- Site Characteristics
- Solicitation RFP
- Larson Marine Interest
- Potential Development opportunity for City
- Purchase Sales
  Agreement

Main Street West Properties – Lionext Inc. Parcel Locations







### Purchase Sales Agreement Terms

PURCHASE SALES AGREEMENT TERMS		
Property Description	0.85 – acres	
<b>Purchase Price</b>	\$500,100	
Deposit	\$50,000	
Escrow Opening	Three Days – Execution of Agreement	
Due Diligence	45 days – (Escrow opening)	
Close of Escrow	45 days – Due diligence complete	
Property Condition	As Is	

3





### **Successor Agency Action**

Successor Agency Action:

Successor Agency Adoption of Resolution 2023-\_\_\_\_, a Resolution of the Successor Agency to the Redevelopment Agency of the City of Suisun City approving the agreement for the purchase and sale of real property and joint escrow instructions with Larson 1240, LLC for the transfer of property located at 1240 Kellogg Street, City of Suisun City (Solano County Assessor's Parcel Number 0032-200-330).