

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



CITY COUNCIL MEETING

A G E N D A
REGULAR MEETING OF THE SUISUN CITY COUNCIL,
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, OCTOBER 3, 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: **863 9416 8264**
CALL IN PHONE NUMBER: (707) 438-1720*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 5 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. – 806)
(Next City Council Res. No. 2023 – 134)
(Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)
(Next Housing Authority Res. No. HA2023 – 04)

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 Acting City Manager Update - (Roth: aroth@suisun.com).

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Presentation of Proclamations - (Hernandez: ahernandez@suisun.com):
 - a. Proclamation Recognizing Volunteer Fire Captain Tom Kamin
 - b. Proclamation Proclaiming October 2023, as "Breast Cancer Awareness Month"
 - c. Proclamation Proclaiming October 8-14, 2023, as "National Fire Prevention Week"
- 3 Presentation of Annual Reports - (Lofthus: klofthus@suisun.com):
 - a. Recreation, Parks and Marina Department; and
 - b. Recreation, Parks, Marina and Arts Commission.

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

- 5 Council Adoption of Ordinance No. 804: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 8.08 (Solid Wastes) of Title 8 (Health & Safety) of the Suisun City Municipal Code - (City Attorney).
- 6 Council Adoption of Ordinance No. 805: Amending Title 18 (Zoning) of the Suisun City Municipal Code of the City of Suisun City Modifying the Fences and Walls Regulations Chapter 18.34 – Fences and Walls and Finding of Exemption from the California Environmental Quality Act (CEQA) - (Bermudez: jbermudez@suisun.com).
- 7 Council Adoption of Resolution No. 2023-___: Authorizing the Acting City Manager to Execute a Multi-Channel Sales Agreement with Ritchie Bros. for the Sale of Fire Department Surplus Apparatus - (Lopez: bllopez@suisun.com).
- 8 Council Adoption of Resolution No. 2023-___: Authorizing the Acting City Manager to Execute a Grant Agreement with the State of California Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange (SAVE) Program - (Lofthus: klofthus@suisun.com).

- 9 Council Adoption of Resolution No. 2023-__ : Adopting the 1st Amendment to the Annual Appropriation Resolution No. 2023-88 to Appropriate Funds for the Sidewalk Gap Closure Project Through the Transportation Fund for Clean Air Grant - (Vue: nvue@suisun.com).
- 10 Approving Appointments of City Staff members to the Pooled Liability Assurance Network (PLAN) Joint Powers Authority (JPA) Board of Directors and to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board - (Penland: cpenland@suisun.com).
 - a. Council Adoption of Resolution No. 2023-__ : Appointing One Director and One Alternate Director to the Pooled Liability Assurance Network (PLAN) Joint Powers Authority (JPA) Board of Directors; and
 - b. Council Adoption of Resolution No. 2023-__ : Appointing One Representative and One Alternate Representative to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board.

Joint City Council / Suisun City Council Acting as Successor Agency

- 11 Accept the Investment Report for the Quarter Ending June 30, 2023 - (Luna: eluna@suisun.com).

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

- 12 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 September 19, 2023 – (Skinner: clerk@suisun.com).

PUBLIC HEARING - NONE

GENERAL BUSINESS

City Council

- 13 Council Consideration and Introduction of Ordinance No.- __ : An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 8.12 (Public Nuisances) to Title 8 (Health and Safety) of the Suisun City Municipal Code - (City Attorney).
- 14 Council Discussion and Direction for the Acting City Manager to Initiate the Request for Proposal (RFP) Process for Recruitment Services Related to a Permanent City Manager and Report Back with a Proposed Timeline and Evaluation Criteria - (Roth: aroth@suisun.com).

REPORTS: (Informational items only)

- 15 Mayoral Update - (Hernandez: ahernandez@suisun.com).
- 16 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.

Office of the Mayor
Suisun City, California

Proclamation



WHEREAS, in March 1996, Captain Thomas “Tom” Kamin began his service as a Volunteer Firefighter with the Suisun City Fire Department, being promoted to Fire Engineer in December 2005, and Fire Captain in December 2016, and

WHEREAS, Tom Kamin was selected by his peers and recognized as Suisun City Fire Department “Firefighter of the Year” in 2016, a testament to his dedication and service to the community, and

WHEREAS, Tom Kamin spent countless hours volunteering hands-on at community events such as a Crab Feed and leading department events including the Annual Halloween Parade and Annual Toys for Kids programs for several years; and

WHEREAS, Tom Kamin was also a dedicated member of the Suisun City Firefighters Association serving on the executive board as President; and

WHEREAS, Tom Kamin took great pride in operating and preserving the history of the fire department's antique apparatus, including a 1929 American La France, a 1906 Waterous J.W. Pennington, and an 1857 Spinney Hand Pumper recently inducted into the Sacramento Regional Fire Museum; and

WHEREAS, Tom Kamin has been a constant and stable leader within and of the Suisun City Fire Department and the Suisun City community; and

WHEREAS, with the support of his family, Tom Kamin selflessly dedicated his heart to the Suisun City Fire Department and the Suisun community.

NOW, THEREFORE, BE IT PROCLAIMED I, Alma Hernandez, Mayor of the City of Suisun City, do hereby congratulate Captain Tom Kamin for his completed service as of September 11th, 2023, and that the Suisun City Council extends to Tom Kamin and his family, their deepest appreciation for his years of unfailing service and dedication to the Suisun Community, and be it further proclaimed that the City of Suisun City staff, volunteers, and community partners collectively extend their best wishes to Captain Kamin in all his future endeavors.



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


Alma Hernandez, Mayor

ATTEST: _____

DATE: October 3, 2023

Office of the Mayor
Suisun City, California

Proclamation

WHEREAS, breast cancer is a widespread and life-altering disease that touches the lives of countless individuals, families, and communities, regardless of age, gender, or background; and

WHEREAS, the City of Suisun City is committed to raising awareness about breast cancer and the impact it has on our loved ones, colleagues, and community members; and

WHEREAS, October is Breast Cancer Awareness Month, providing an opportunity for individuals and organizations to come together to raise awareness, support those affected by breast cancer, and promote life-saving research; and

WHEREAS, breast cancer is the most commonly diagnosed cancer among women worldwide, and it is estimated that thousands of lives are affected by this disease every year within our community; and

WHEREAS, some of our Suisun City elected officials have faced the challenging and life-changing diagnosis of breast cancer, demonstrating remarkable strength, courage, and resilience in their journey to overcome this disease; and

WHEREAS, we recognize former Suisun City Mayor and current Assemblymember Lori Wilson, City Clerk Anita Skinner, and former City Treasurer Jeanie McMurry, who have not only fulfilled or continue to fulfill their civic duties but have also used their experiences to raise awareness about breast cancer, advocate for early detection, and provide support to others facing similar challenges; and

WHEREAS, we, as a city, honor the lives lost to the disease and recognize breast cancer survivors, those currently battling the disease, their families, and friends who tirelessly support and care for those afflicted, and applaud the efforts of our medical professionals and researchers working to find a cure.

NOW, THEREFORE, BE IT RESOLVED that I, Alma Hernandez, Mayor of the City of Suisun City, do hereby proclaim the month of October 2023 as:

“Breast Cancer Awareness Month”

in the City of Suisun City, and encourage all residents of Suisun City to prevent breast cancer deaths through awareness, increased education, and regular screenings.



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

Alma Hernandez
Alma Hernandez, Mayor

ATTEST: _____

DATE: October 3, 2023

Office of the Mayor
Suisun City, California

Proclamation



WHEREAS, the City of Suisun City and its First Responders are committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires caused 2,800 civilian deaths in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, the 2023 Fire Prevention Week theme, "Cooking safety starts with you. Pay attention to fire prevention," effectively serves to remind residents of safe cooking practices and prevention of fires.

NOW, THEREFORE, I, Alma Hernandez, Mayor of the City of Suisun City do hereby proclaim October 8 – 14, 2023 as

"NATIONAL FIRE PREVENTION WEEK"

in the City of Suisun City and encourage community members to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023.



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


Alma Hernandez, Mayor

ATTEST: _____

DATE: October 3, 2023

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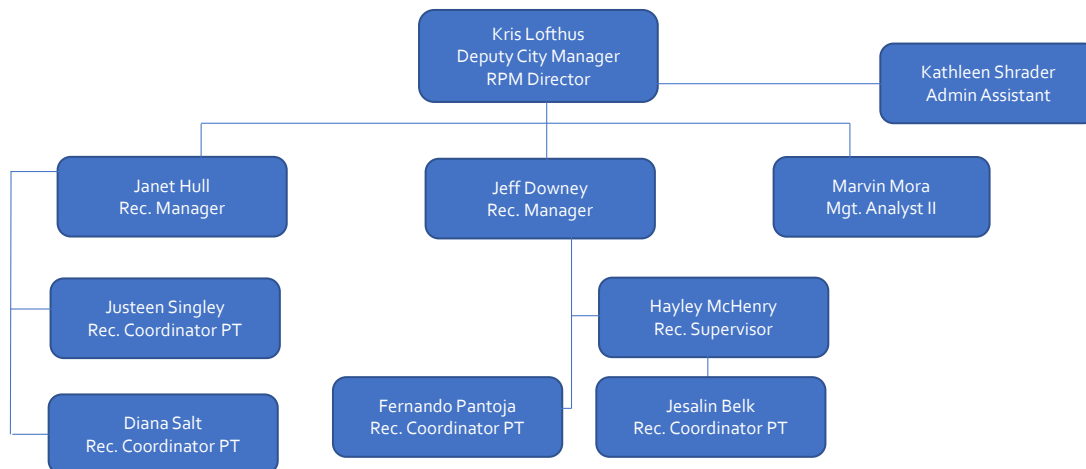
RECREATION, PARKS, & MARINA DEPARTMENT

ANNUAL REPORT FISCAL YEAR 2022-2023



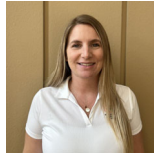
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RPM ORGANIZATIONAL CHART



2

Janet Hull
Recreation Manager



Marina Operations (4 PT Staff)
 Tennant / Slip Management – 160 slips
 Maintenance Coordination
 Software Management
 Fuel System Operations
 *Direct supervision of the Marina
Community Events (1 PT Staff)
 4th of July
 5 Outdoor Concerts
 8 Family Movies
 7 Sunday Jazz Concerts
 Cruisin' Suisun Car Show
 El Dia de Los Muertos
 Brew Bash / Partnership with Rotary
 Christmas on the Waterfront
 Lighting of the Menorah
 Kwanza Celebration
Senior Programming Management
 Supervision of 2 Recreation Coordinators PT
 Provides leadership in the absence of the Recreation, Parks, & Marina Director

Jeff Downey
Recreation Manager



Youth Activities Mgt.
 Afterschool
 Youth Camps
 FSUSD Contract Management
Nelson Community Center (5 PT Staff)
 All Rentals
 Maintenance of Facility
 Equipment Repair and Replacement
 Contract Management
 5 part-time staff
Lambrecht Sports Complex
 30 Tournaments Annually
 All Field and Club House Rentals
 Long Term Lease Management
 Concession Stand Operations
 Maintenance of Complex
Registration & Reservation Operations (3 PT Staff)
 Supervision of 1 Recreation Supervisor
 Supervision of 1 Maintenance Worker PT
 Supervision of 2 Recreation Coordinators PT

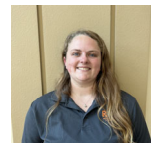
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Marvin Mora
Management Analyst II



Youth Sports
 Contract Management
 Junior Giants Program
 Skate Program Management
Project Coordinator
 Montebello Vista Park Revitalization
 Prosperity Garden Park
 Contract Management
Grant Management
 Research and Identify Sources
 Compose Grant Content
 Fiscal Manage / Report
Enrichment Classes
 Dance Programs
 Art Programs
 Self Defense
 Early Childhood Classes
Recruiting, Hiring, Onboarding and Training staff
Marketing Coordination (1 Contract Employee)
 Print Media Production
 Social Media Posting
Survey Coordination

Hayley McHenry
Recreation Supervisor



Police Activities League (PAL)
 Teen Leadership
 Membership Coordination
 Garden Club
 Robotics
 Excursions
 Community Service
 Enrichment
Youth Activities – After School
 Suisun Elementary
 Crescent
 Dan O Root
Youth Activities-Camps
 Summer Camp
 Spring Break
 Thanksgiving
 Winter Break
 Presidents Week
Supervises 21 Part Time Rec Specialists

4

Kathleen Shrader
Administrative Assistant



Provides Support to the Deputy City Manager

- Schedule Management
- Prepares Correspondence
- Manages Purchase Orders / Contracts
- Project Management Assistance

Recording Secretary to the RPMA Commission

- Addresses Commissioners needs
- Agenda Preparation
- Prepares Minutes

Financial Deposits

- Prepares all Deposits Prior to Submission to Finance
- Balances Revenue Collection With Registration Numbers
- Accounts Payable

Registration & Reservation

- Trains and assists staff on RecDesk (registration software)

Human Resources / Housing Authority

- Provides Support to Both Departments as Needed

Justeen Singley
Recreation Coordinator PT



Senior Programs (1 PT Staff)

- Health and Wellness
- Socialization
- Exercise and Movement
- Trips and Tours
- Meals on Wheels

Senior Events

- Dinner Dance Program
- Thanksgiving Day Meal
- Holiday Celebration Lunch
- Annual Health Fair

Community Events

- Coordinates Vendors and Permits for Community Events

Special Event Application Management

- Event Application Coordination
- Sponsorship Application Process Management
- Fee Waiver Process Coordination

5

Diana Salt
Recreation Coordinator PT

Not Pictured

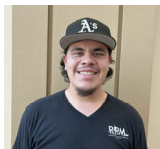
Early Childhood Enrichment Programs

Preschool Programs

- Ages 3-4 years (40 students)
- Pre-K (40 students)
- Kindergarten Readiness (20 students)

- *Coordinate with Solano Families & Children's Services
- Supervises 8 Part Time Recreation Specialists

Fernando Pantoja
Recreation Coordinator PT



Lambrecht Sports Complex (4 PT Staff)

- Scheduling over 30 Tournaments Annually
- Concessions Operations
- Field Preparation
- Liaison with Little League
- Club House Operations
- Jr. Giants Baseball

Nelson Community Center

- Provides leadership in absence of the Recreation Mgr.

Jesalin Belk
Recreation Coordinator PT



Youth Activities – After School

- Suisun Elementary (90 Students)
- Crescent (90 students)
- Dan O Root (90 students)

Youth Activities-Camps

- Summer Camp-2 locations (120 students)
- Spring Break – (75 students)
- Thanksgiving – (40 students)
- Winter Break – (40 students)
- Presidents Week – (40 students)

6

GRANTS

Project	Funding Source	Amount	Completion
After School Education & Safety (ASES)	State of CA	\$135,000	Continuous 3-year cycle
Proposition 64 Public Health and Safety - PAL	State of CA	\$2.3 million	2028
California Department of Parks and Recreation's Specified Grant Program – Prosperity Garden & MBV	State of CA	\$2.5 million	End of 2024
Social Recreation Grant – Camp Chaos	North Bay Regional Center	\$19,000	Summer 2023
First Five – Early Childhood Classes	Solano County	\$20,000	Summer 2023
	TOTAL AWARDED	\$4,974,000	

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UPCOMING GRANTS

Project	Funding Source	Amount	Match	Award Date
Elementary and Secondary School Emergency Relief III Summer	State of CA	\$60,000	None	Confirmed-9/2023
Surrendered and Abandoned Vessel Exchange (SAVE)	State of CA	\$60,000	None	Confirmed-9/2023
Proposition 68 – Fishing Pier Planning Grant	Delta Conservancy	\$600,000	None	Verbal Confirmation 8/2023
Community Resilience Center – Senior Center	State of CA	\$2 million	None	Pending Application

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Data Collection

Topic	Number
Nelson Room Rentals	528
Park Rentals (non-Lambrecht)	111
Lambrecht Tournaments	19
# Rented Field Days-Lambrecht	612
Total Gallons of Fuel Sold	3,068
# of Boat Launches / Parking	5,007
Total Senior Attendance	8,790
Thanksgiving Meals Provided	70
Class Registrations	822
Youth Camps Registrations	878
After School Registration	1,172
Preschool Registration	139

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SUCCESSES

- 50% Growth in Junior Giants Baseball
- First Camp Chaos Program Specifically for Intellectual/Developmental Disabled Youth
- Renewed Marina Lease Agreement for an additional 20 years with the CA State Lands Commission
- Preschool Successfully Returned and Re-Opened After a Two-Year Covid Closure
- Successful Planning and Delivery of the 4th of July With Increased Revenues
- Secured Contract with FSUSD for After School Programming for Unduplicated Students
- Served Over 90 youth Per Day at Suisun Elementary
- Replaced the City of Suisun City Christmas Tree

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Project Management

Project	Funding Source	Amount	Completion
Park and Facilities Master Plan	Park Development	\$135,000	Summer 2023
Dock Maintenance	ROPS	\$76,987	Spring 2023
Prosperity Garden Park	State of CA / ARPA / Park Development Fund	\$1.2million	Spring 2024
Montebello Vista Park Rehabilitation	State of CA	\$1.8 million	Winter 2024

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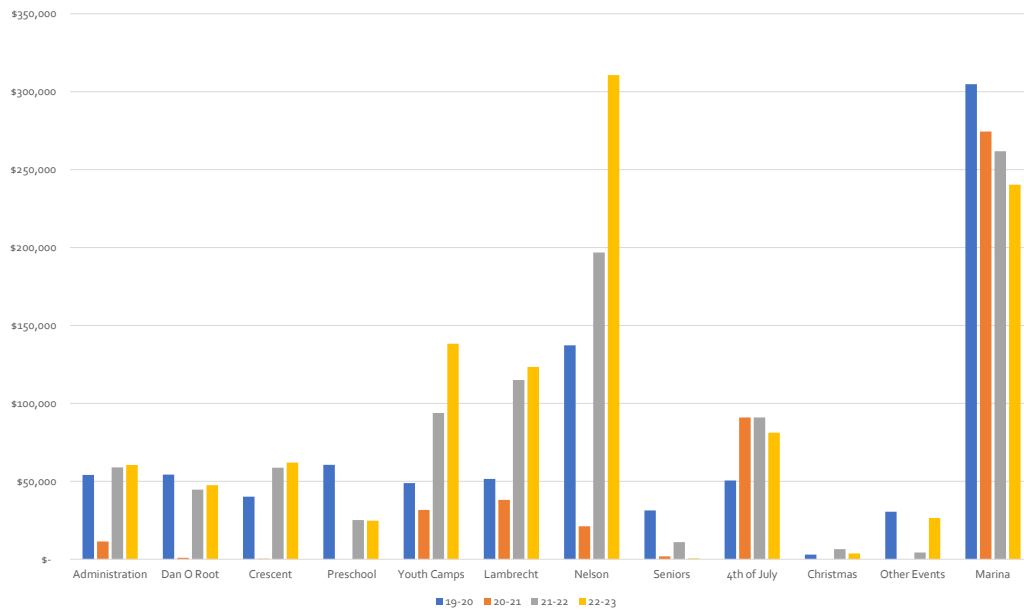
How Do We Compare?

Based on data from the 2022 national survey conducted by the National Recreation and Parks Association (NRPA).

Topic	National Average	Suisun City RPM
Full Time Equivalent Employees	Median of 34	33
Residents Per Park	2,323	1,812 (16 parks)
Recreation Revenue to Operating Costs	23.6% cost recovery	65% cost recovery
Deferred Maintenance	Average of \$16.7 million	Unknown

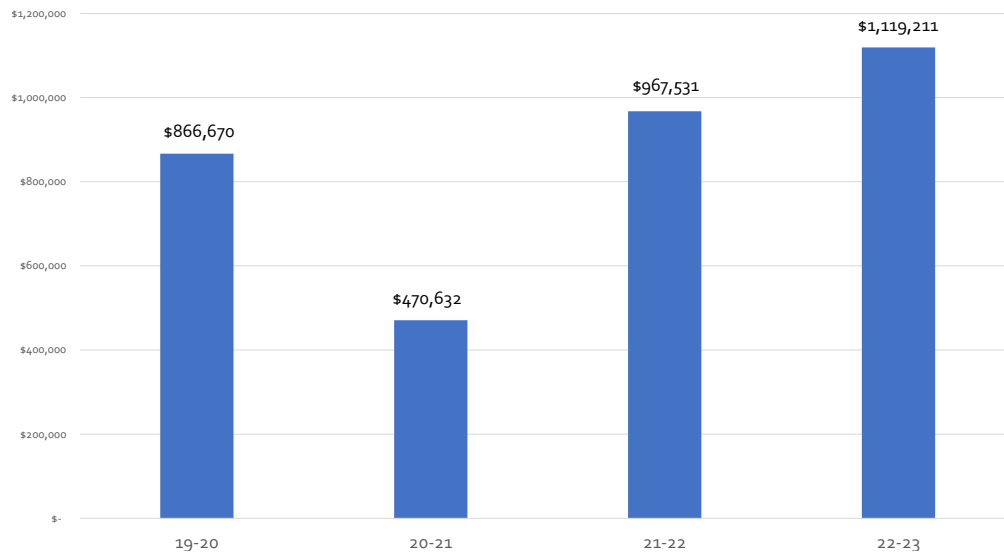
12

Revenue



13

Revenue Totals



14

Questions or Comments?

RECREATION, PARKS, MARINA & ARTS COMMISSION

2023 OVERVIEW



RECREATION, PARKS, & MARINA DEPARTMENT
SUISUN CITY, CA

1

RPMA Commissioners

Eddrick Osborne, Chair – Reappointed
Aaron Sencil, Vice Chair - Reappointed

Essex Cook - New
Lilia Dardon - New
Jonathan D Faria - New
John Harter - New
Donna LeBlanc - New



2

2023 Initiatives/Projects

- Parks and Facilities Master Plan*
- Organized Team Sports Ordinance*
- Special Events Permit Application Update*
- Montebello Vista Park Revitalization Project Design Consultant Selected*



*Recommended to City Council for Approval

3

PARKS AND FACILITIES MASTER PLAN



4

- The RPMA wants the Parks and Facilities Master Plan to be used as a tool for tangible action and implementation.
- The RPMA Commission's goal is to ensure that the approved Parks and Facilities Master Plan will be utilized to enhance parks and recreational facilities for the residents of Suisun City.
- In Q4 of 2023, the RPMA Commission will do a deep dive into the Master Plan to identify elements that can be implemented quickly and cost effectively.
- Public input and feedback will be encouraged during this process.



5

PROSPERITY GARDEN



**ESTIMATED OPENING
SPRING 2024**



6



**RESCHEDULED TO
SEPTEMBER 7, 2024**

7

PERCENT FOR THE ARTS Current Projects



Starbucks
Walters Rd.



Tractor Supply
Highway 12



8

WHAT'S IN OUR FUTURE?

- The RPMA Commission is dedicated to creating opportunities for our community to thrive and grow together as well as strategizing and implementing policies that benefit our citizens.
- We appreciate ongoing feedback from our citizens and City Council members so that we can continue to improve that which we are able to improve, within our budget and means.



9



Thank you, City Council,
for your ongoing support
as well as fellow
Commissioners.

Huge thanks to Kris Loftus
and the RPM Department
for their hard work and
continued dedication.

THANK YOU!



10

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AGENDA TRANSMITTAL

MEETING DATE: October 3, 2023

CITY AGENDA ITEM: Council Adoption of Ordinance 804: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 8.08 (Solid Wastes) of Title 8 (Health & Safety) of the Suisun City Municipal Code.

FISCAL IMPACT: None at this time.

STRATEGIC PLAN: Deter and Minimize Intentional Illegal Dumping of Garbage and Trash in the City.

BACKGROUND: Early in 2023, the Mayor appointed Councilmember Dawson and then-Councilmember Hudson to the Illegal Dumping and Trash Ad Hoc Committee. The committee met with department heads and the City Attorney to address ways in which the City could strengthen its Municipal Code to minimize the impact of illegal dumping and accumulation of trash throughout the City. Based on the ad hoc committee's recommendations, among other measures the City Council directed an update to Chapter 8.08 of the Municipal Code, dealing with solid waste.

The City Attorney's Office researched other jurisdictions' codes to find provisions that might be use to the City, and the amendments mirror the direction we received from Council. The proposed Ordinance's goal is to provide the City with as full a range of tools as possible. As always, the proposed amendments are just that, proposed. The Council may have additional thoughts on enforcement tools or prohibited conduct or may wish to delete or modify certain provisions.

The following updates to the ordinance are being proposed as further described below:

1. Related provisions have been grouped under several different articles; certain provisions were moved or combined with other sections; sections renumbered.
2. Updated definitions
3. Trash enclosures must be enclosed.
4. Prohibits illegal dumping, and imposes liability on the person dumping, any person using a vehicle to illegally dump, and the person in control of the property where the dumping occurs.
5. Violations of the ordinance are declared a public nuisance and may be abated in accordance with Chapter 8.12 and constitute strict liability offenses. City's enforcement tools have been expanded.
6. Vehicles used to illegally dump are declared a public nuisance and may be abated through seizure and impoundment procedures described in the ordinance.

The City Council voted 4-0 to introduce the ordinance during a regular meeting held on September 19, 2023.

STAFF REPORT: This agenda item proposes to repeal and replace Chapter 8.08 of Title 8 of the Municipal Code, dealing with solid waste.

Residents of the City have complained about the nuisances created throughout the City by persons who

illegally dump solid waste, bulky items, and potentially hazardous materials. The City has taken proactive steps to attempt to curtail illegal dumping, but the problem persists. Accordingly, the proposed ordinance would provide additional requirements and enforcement options for the City in an effort to minimize spill or intentional illegal dumping of garbage and trash.

In April, the City Council directed the following updates:

1. Amend the chapter to also make any violation a public nuisance, subject to the provisions of Chapter 8.12, and enforceable by peace officers and by the City Manager and their designee.
2. Amend the chapter to require that trash receptacles be secured and enclosed.
3. Review the Butte County Illegal Dumping Codes (Section 49-4) and zero tolerance programs/ordinances from other jurisdictions for additional enforcement tools.
4. Increase the amount of civil fines (see Section III, below).
5. Review definitions and prohibited conduct to ensure that language provides the City with the maximum enforcement flexibility.

The increased fines will be back before the Council at a future meeting in the near future, as part of a further set of code amendments to update Chapters 1.08, 1.16, and 1.20. The increased fines will apply to more than just Chapter 8.08.

Meanwhile, here is a summary of the key proposed updates to Chapter 8.08:

1. Reordering and renumbering. The provisions of the current code have been somewhat reordered and renumbered, and are now grouped in five articles. As the Ordinance expands, it is helpful to organize the Ordinance rather than simply tack new provisions on the end. The goal is to make the Ordinance easier to follow and to apply.

- Article I General Matters
- Article II Solid Waste Collection and Disposal
- Article III Prohibited Conduct
- Article IV Vehicle Forfeiture
- Article V Remedies

2. Definitions. The Definitions section would be updated to include terms used throughout the chapter. Some newly defined terms include “bulky items,” “hazardous waste,” “person,” and “public place.” Clear definitions provide guidance to staff and the public and make the ordinance easier to enforce.

3. Prohibited Conduct. The Ordinance already prohibits unauthorized waste collection and transport, unlawful accumulation of waste, waste outside of receptacles, burning or burying waste, and interfering with the lawful collection and removal of waste. The proposed ordinance would broaden the prohibited conduct to include illegal dumping, as follows:

A. It is unlawful for any person to throw, drop, place, or deposit bulky items, hazardous waste, or solid waste (except for construction materials being used during construction, and these only temporarily under a building permit) in a public place or on private property not designated for that dumping or disposal purpose.

B. Illegal dumping does not include the discarding, dropping, or scattering of small quantities of waste matter ordinarily carried on or about the person, commonly referred to as littering, including, but not limited to, beverage containers, packaging, wrappers, wastepaper, newspapers, and magazines and including waste matter that escapes or is allowed to escape from a container, receptacle, or package, or a vehicle used for any of those purposes.”

4. Evidence of Ownership. The proposed Ordinance would permit the City to determine ownership of illegally dumped waste in any lawful manner available to it, including but not limited to, mail, receipts, photographs, and security camera footage. A prima facie showing that a person's items, solid waste, or personal property have been found in any location where it is unlawful to dispose of such, under circumstances which would lead a reasonable trier of fact to conclude that the items were discarded at that location, will constitute a presumption that the owner of the solid waste, items, or personal property violated the provisions of the ordinance.

5. Requires Trash Receptacles Within Solid Enclosures. All improved properties within the City will be required to provide permanent solid waste receptacle enclosure facilities. The enclosure must be 6 feet in height; constructed of solid reinforced masonry, poured-in-place concrete, or other material of similar strength; enclosed on all sides; and with a solid gate 6 feet in height providing access to the trash area. If the enclosure is not within a gated building or community, it must also have a roof. Enclosure must have no gap between top of walls and roof, locks on doors, and include interior and exterior lighting. Solid waste contained within the enclosure shall not exceed the height of the enclosure. All enclosures must be adequately maintained so that access doors function and the walls do not fall into disrepair. Permanent enclosures must be provided for existing residential, commercial, and industrial developments when application is made for expansion of floor area by 25%, but in any event all improved property must comply with this requirement within 12 months of the effective date of the ordinance. All construction shall be in accordance with applicable city standards.

The underlined text is highlighted so that staff can weigh on whether height appropriate, or if they have alternative language that would be a better fit; and to note that compliance with the proposed Ordinance would be required within 12 months of the effective date – the Council may decide to allow legal nonconforming uses to continue, or to prescribe a different timeline for compliance, for example.

6. Enforcement. The proposed Ordinance articulates a number of enforcement tools.

- Violations constitute a public nuisance, and abatement can be pursued under Chapter 8.12 (the updated chapter will be coming to Council shortly).
- Violations may also be punished under Chapters 1.08 and 1.20 of the SCMC, meaning that they can be charged as infractions, misdemeanors, and civil administrative citations, at the City's discretion.
- Each day a violation of the ordinance continues will be considered a new violation and can be punished as such.
- Violations are strict liability offenses, which means that there is no intent requirement. Strict liability is permissible for violations of these types of regulatory/quality of life ordinances.
- The Ordinance imposes liability, jointly and severally, on persons who illegally dump and on property owners who allow waste to accumulate. Note also that Chapter 8.12 includes provisions that address the condition of property and also cover accumulation of trash and debris.
- Vehicle forfeiture for vehicles used in the commission of illegal dumping.

7. Vehicle Forfeiture. Vehicles used to illegally dump will be declared a nuisance and will be abated through seizure and impoundment due process procedures. Seized vehicles would be sold and the proceeds distributed to the City to pay for the enforcement of the Ordinance.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Ordinance No. 804: Repealing and Replacing Chapter 8.08 (Solid Waste) of Title 8 (Health & Safety) of the Suisun City

Municipal Code.

DOCUMENTS ATTACHED:

1. Ordinance No.804: Repealing and Replacing Chapter 8.08 (Solid Waste) of Title 8 (Health & Safety) of the Suisun City Municipal Code (Redline Version).
2. Ordinance No.804: Repealing and Replacing Chapter 8.08 (Solid Waste) of Title 8 (Health & Safety) of the Suisun City Municipal Code (Clean Version).

PREPARED BY:

Elena Gerli, City Attorney

REVIEWED BY:

Aaron Roth, Acting City Manager/Chief of Police

APPROVED BY:

Aaron Roth, Acting City Manager/Chief of Police

ATTACHMENTS:

1. [Ordinance No. 804 Repealing and Replacing Ch. 8.08 \(Solid Waste\) of Title 8 \(Health and Safety\) of the Suisun City Municipal Code \(Redline Version\).pdf](#)
2. [Ordinance No. 804 Repealing and Replacing Ch. 8.08 \(Solid Waste\) of Title 8 \(Health and Safety\) of the Suisun City Municipal Code \(Clean Version\).pdf](#)

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WHEREAS, the City of Suisun City has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, Cal. Const. Art. XI, section 7.

WHEREAS, the City Council of the City of Suisun City finds that illegal dumping activities pose a danger to public health and safety, decrease property values, lower the quality of life, and contribute to urban blight.

WHEREAS, the City Council finds that to minimize spill or intentional illegal dumping of garbage and trash, the provisions of Chapter 8.08 of the Suisun City Municipal Code should be updated to provide additional requirements and enforcement options for the City.

WHEREAS, the City Council finds that persons who use their vehicles for illegal dumping create unhealthful conditions and blight in communities, thereby negatively impacting the quality of life of residents and leading to reduction of property values.

WHEREAS, the City Council finds that illegal dumping activities and vehicles used in those activities are a public nuisance and the seizure and forfeiture of vehicles that are used for illegal dumping will abate the nuisances caused by this activity in that the vehicles used for these purposes will no longer be available and furthermore, other persons contemplating engaging in illegal dumping will be deterred from using vehicles for these purposes.

SECTION 1. The recitals set forth above are true and correct, and are incorporated herein by reference.

01107.0028/925229.1

Article I. General Matters.

8.08.100 Definitions.

Except as expressly provided in this section, the definitions contained in Title 14, Division 7, Chapter 3, Article 4 of the California Administrative Code shall govern the interpretation of this chapter. The following words are defined to clarify this chapter:

“Agricultural solid wastes” means wastes resulting from the production and processing of farm or agricultural products, including manures, prunings, and crop residues wherever produced.

“Bulky item” means, but is not limited to, discarded furniture, vehicle parts, appliances, construction materials.

“City Manager” means the City Manager of the City of Suisun City, and includes their designee.

“Construction and demolition wastes” means solid waste composed of building materials, packaging and rubble resulting from the construction, remodeling, repair or demolition of pavements, houses, commercial, industrial or agricultural buildings, and other structures, which are not incident to active, permitted construction.

“Contract agent” means and includes an agent or employee of the city or any person, firm, corporation or association, or the agents or employees thereof, with whom the city has contracted under the terms set out in this chapter to collect, transport and dispose of solid waste produced within the geographic boundaries of the city.

“Director” means the City of Suisun City’s Director of Public Works, and shall include their designee.

“Improved property” shall mean real property in the City of Suisun City that has been improved with structures or facilities of any kind. “Improved property” shall not include public property or the public right-of-way.

“Garbage” means and includes all putrescible solid and semi-solid waste, including, without limitation, all kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of foodstuffs.

“Hazardous waste” shall have the same meaning as state and federal law, specifically: Chapter 6.5 (Hazardous Waste Control Law) of the California Health & Safety Code, and the regulations in Division 4.5 of Title 22 of the California Code of Regulations; and the Federal hazardous waste regulations adopted by U.S. EPA as found in Title 40, Code of Federal Regulations, Parts 260- 279, adopted pursuant to Chapter 42, United States Code (Resource Conservation and Recovery Act, also known as RCRA).

California laws are outlined in the statute: California Health & Safety Code, (HSC), Division 20, Chapter 6.5 (Hazardous Waste Control Law). Regulations adopted from the HSC are found in the California Code of Regulations (CCR), division 4.5, title 22. California the individual generating the waste must determine if the waste generated meets the criteria of hazardous waste as defined in 22 CCR section 66261.3.

“Person” means an individual, group, or entity of any kind, whether for profit or nonprofit.

1 “Public place” means any property owned or controlled by a public agency, including but not
2 limited to streets, alleys, gutters, highways, parks, sidewalks and parkways, marinas, parking
lots or structures, and improved or unimproved real property.

3 “Refuse” means both garbage and rubbish.

4 “Rubbish” means and includes all nonputrescible solid and semi-solid wastes, including,
5 without limitation, ashes, paper, cardboard, tin cans, other packaging, yard wastes, wood,
glass, bedding, crockery, plastics, rubber by-products and litter.

6 “Recyclable materials” means any materials as so defined in Chapter 8.10.010J of the Suisun
Municipal Code.

7 “Recycling” means the process defined in Chapter 8.10.010(K) of the Suisun Municipal Code.

8 “Refuse receptacle” means any bin or container for the collection of solid waste and
9 recyclables.

10 “Solid waste” or “solid wastes” means and includes all putrescible and nonputrescible solid
11 and semi-solid wastes, including, without limitation, garbage, trash, refuse, paper, offal,
12 rubbish, ashes, industrial wastes, construction and demolition waste, recyclable materials
discarded by their owners, abandoned vehicles and parts thereof, discarded home and
13 industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other
discarded solid and semi-solid wastes, and also includes liquid wastes disposed of in
14 conjunction with solid wastes at solid waste transfer processing stations or disposal sites, but
excludes sewage collected and treated in a municipal or regional sewerage system.

15 “Vehicle” means any transportation device that requires the driver to have a valid driver’s
16 license for the appropriate class of vehicle being driven, and which transportation device is
equipped with a motor. “Vehicle” shall include boats, irrespective of whether the type of boat
requires a driver’s license.

17 “Yard waste” means and includes solid wastes generated from the maintenance of yards,
18 lawns and gardens, such as grass clippings, leaves, and tree and brush trimmings and
prunings.

19 **8.08.104 Enforcement of chapter.**

20 The director shall supervise all matters in connection with solid waste collection,
21 transportation, and disposal that concern the public health. All officers with the authority to
22 enforce the codes of the city shall enforce the provisions of this chapter according to state and
23 local law, including but not limited to peace officers, code enforcement officers, and the City
Manager.

24 **8.08.108 Applicability.**

25 The provisions of this chapter shall apply, jointly and severally to any person who owns or
26 controls real property, as well as persons, including their agents, who illegally dispose of solid
waste, and to persons who own, control, or operate vehicles that are used to illegally dispose
27 of solid waste.
28

1 **8.08.112 Evidence of ownership**

2 The City may determine ownership of illegally dumped waste in any lawful manner available
3 to it, including but not limited to, mail, receipts, photographs, and security camera footage.
4 Upon a *prima facie* showing that a person's items, solid waste, or personal property have been
5 found in any location where it is unlawful to dispose of such, under circumstances which
6 would lead a reasonable trier of fact to conclude that the items were discarded at that location,
7 shall constitute a presumption that the owner of the waste violated the provisions of this
8 chapter.

9 **8.08.116 Self-disposal by residents.**

10 Nothing contained in this chapter shall be construed to prevent or prohibit any resident in the
11 city from collecting, transporting and disposing of any solid waste created by him or his
12 household, on premises personally occupied by him, provided the same is personally
13 collected, transported and disposed of by him or her in accordance with the rules and
14 regulations prescribed in this chapter and other applicable law.

15 **Article II. Solid waste collection and disposal.**

16 **8.08.200 Solid waste receptacle enclosures.**

17 A. All improved properties within the City that are used for commercial, industrial, or
18 multi-family (defined in Section 8.10.030) purposes shall provide permanent solid waste
19 receptacle enclosure facilities. The enclosure shall be 6 feet in height; constructed of solid
20 reinforced masonry, poured-in-place concrete, or other material of similar strength; enclosed
21 on all sides; and with a solid gate 6 feet in height providing access to the trash area. If the
22 enclosure is not within a gated building or community, it must also have a roof. Enclosure
23 must have no gap between top of walls and roof, locks on doors, and include interior and
24 exterior lighting. Solid waste contained within the enclosure shall not exceed the height of the
25 enclosure. All enclosures shall be adequately maintained so that access doors function and the
26 walls do not fall into disrepair. Permanent enclosures shall be provided for existing
27 residential, commercial, and industrial developments when application is made for expansion
28 of floor area by 25%, but in any event all improved property shall comply with this
requirement within 12 months of the effective date of this ordinance. All construction shall be
in accordance with applicable city standards.

21 B. Any property that cannot come into compliance with this requirement due to physical
22 constraints of the property, or due to demonstrable hardship, must make application to the
23 Director of Community Development for a minor variation. The provisions of this section will
24 be waived or modified only to the extent necessary to achieve this section's purposes in light
25 of the restrictions at the property, or to provide the additional time needed for compliance in
26 the event of hardship.

27 **8.08.204 Solid waste collection service required.**

28 It shall be the duty of every owner of every improved premise in the City, whether residential,
commercial, industrial or institutional, to subscribe to and pay for solid waste collection
service from the authorized contract agent. An owner may authorize a tenant to act in their
behalf to subscribe and pay for service, but such action shall not relieve an owner from their
liability hereunder; and, unless notice to the contrary is given the contractor, any additional
services contracted for by a tenant so authorized to act shall be chargeable to the owner.

Residents of the city shall be allowed to place solid waste and yard waste containers in front of their property against the curb for collection on the same day they receive solid waste collection service, provided that this is done in strict accordance with this chapter and Chapter 8.10, as applicable, and any rules and regulations established by the city administrator. The solid waste shall be placed in company-provided containers.

8.08.208 Minimum solid waste receptacle capacity.

Required minimum trash receptacle capacity shall be as follows:

A. Multiple-family unit, housing, 60 gallons per unit. Excluded from this definition of “multiple-family units” (three or more) are specialized housing types, such as congregate care and communal living facilities, senior apartments and other similar group housing arrangements.

B. Every property owner shall have available and utilize receptacles of an adequate size and in sufficient numbers to contain without overflowing, all the solid wastes generated within the designated removal period. This shall be done by subscribing to solid waste collection service available from the city’s solid waste collection contract agent.

8.08.212 Conveyance along streets.

No solid waste shall be transported on any of the streets, alleyways or public thoroughfares of the city unless the same is transported in conveyances so constructed as to be absolutely dustproof, and so arranged as not to permit dust or other matter to sift through or fall upon the streets. The contents of such conveyances must be further protected with appropriate covers so as to prevent the same from being blown upon the streets and adjacent lands.

8.08.216 Trucks.

Every truck used in the collection, transportation or disposal of solid waste shall be kept well painted and clean, both inside and out.

8.08.220 Exclusive rights of contractor.

At such time as there is in force a contract entered into by the city with any person, firm or corporation for the collection, transport and disposal of solid waste in the city, it is unlawful for any person other than that contract agent and its agents to collect, transport or dispose of any solid waste within the city. Persons other than that contractor and its agents may lawfully collect, transport or dispose of solid waste only where one of the following conditions apply:

A. The solid waste consists only of construction or demolition waste hauled or removed only by the landowner or occupant, an uncompensated third party acting at the request of the landowner or occupant, or a contractor retained by or for the benefit of the landowner or occupant to perform (and actually performing) the construction or demolition services on the property which generate the construction or demolition waste at issue. This exception to the rights of the exclusive solid waste handling contractor shall not apply to any situation in which a third party is hired, through a subcontract or otherwise, to collect, transport or dispose of the solid waste or any portion thereof.

B. The solid waste is limited to abandoned vehicles and parts thereof, discarded home and industrial appliances and furniture, or agricultural solid wastes as defined in Section 8.08.100.

1 C. The solid waste consists of septic tank pumpings, hazardous wastes or medical wastes
2 which are being collected, transported and disposed of by properly permitted, certified and
inspected haulers and vehicles as required by federal, state and local laws and regulations.

3 D. The solid waste consists only of garbage collected and transported solely for the
4 purpose of feeding animals in accordance with this division and applicable state laws and
regulations and the hauler has obtained a garbage feeding permit.

5 E. The solid waste consists solely of solid waste collected, and transported from a public
6 road right-of-way by a public agency or a construction or demolition contractor retained by
the public agency.

7 F. The solid waste being collected, transported and disposed of consists solely of
8 recyclable material taken from residential construction or demolition waste which recyclable
9 material is being hauled or removed by a third party (acting at the request of the landowner or
10 occupant). Such third party shall have in force a current recycling permit issued by the city
11 requiring that all such materials collected by the permit-holder within the geographic
12 boundaries of the city consist of recyclable material and that all such material be recycled.
13 Only such haulers and removers of recyclable materials as are duly permitted by the city to
14 engage in such activity may do so pursuant to this exception. Prior to granting any such
15 permit, the city shall require evidence of adequate liability insurance covering the hauler or
16 remover's operations, and evidence that the hauler or remover has paid in full all required city
17 taxes and business license fees applicable to its operations. The hauler or remover must
18 actually recycle all material hauled or removed and the hauler or remover shall comply with
19 all other requirements and conditions of the permit established by the city.

20 **8.08.224 Contract—Authorized.**

21 For the collection, transportation and disposal of solid waste, a contract may be entered into
22 by the city in accordance with and subject to the terms and conditions of this chapter.

23 **8.08.228 Contract—Bond—Scope.**

24 The contract provided for in Section 8.08.224 shall provide that the contractor shall collect
25 and dispose of the solid waste in the city in the manner provided for in this chapter. The
26 contractor shall be required to furnish a cash or surety bond to the city in the penal sum of one
27 hundred thousand dollars conditioned upon the faithful performance of the contract and
28 provisions of this chapter. Such contractor shall have the sole and exclusive right, except as
otherwise expressly provided in this chapter, to collect, transport and dispose of all solid
waste in the city, including, without limitation, all recyclable solid waste.

8.08.232 Contract—Insurance.

A. Worker's Compensation. Any exclusive contract agent for solid waste collection,
transportation and disposal shall fully comply with applicable California law concerning
worker's compensation. Such compliance shall include, but not be limited to, maintaining in
full force and effect one or more policies of insurance insuring against any liability such
exclusive contract agent may have for worker's compensation.

B. General Liability Insurance. Any exclusive contract agent for solid waste collection,
transportation and disposal shall obtain at its sole cost, and keep in full force and effect during
the term of its exclusive solid waste collection, transportation and disposal agreement with the

city, broad form property damage, bodily injury, automobile, employers', and comprehensive form liability insurance in the amount of three million dollars per occurrence: provided (1) that the city, its officers, agents, employees and volunteers shall be named as additional insureds under the general liability policy, (2) that the policy shall stipulate that this insurance will operate as primary insurance, and (3) that no other insurance maintained by the city or the other named insureds under the contract agent's policy shall be called upon to cover a loss covered thereunder unless and until such time as the applicable insurance purchased by the contract agent is exhausted by reason of payment of claims. If the coverage limits set forth in this subsection are not reasonably obtainable through the insurance markets, the city manager shall meet and discuss with the contract agent the contract agent's inability to obtain such coverage, and shall temporarily adjust the coverage requirements set forth in this paragraph to conform to industry standards taking into consideration contract agent's demonstration that it is responsibly conducting its business and that coverage is not reasonably available at the coverage limits. In no case, however, will the insurance limits required above be any less than one million dollars per occurrence during the aforementioned period of such temporary adjustment.

C. Certificates of Insurance. The exclusive contract agent for solid waste collection, transportation and disposal shall file with the city manager, within fifteen days of the execution of this agreement, certificates of insurance which shall provide that the insurance issuer shall endeavor to provide thirty days written notice to the city manager prior to the effective date of any cancellation, major change in coverage, expiration or nonrenewal of the contract agent's policies obtained for purposes of satisfying this requirement. In the event of such cancellation, major change in coverage, expiration or nonrenewal of the subject policies, the contract agent shall file with the city manager within forty-five days of such action, a new certificate of insurance which complies with the requirements of this section. Except as provided in the agreement between the city and the contract agent, failure to do so shall constitute grounds for termination of any existing solid waste collection, transportation and disposal franchise agreement with the contract agent.

8.08.236 Audit of contract agent's books.

The books and businesses of the contractor shall be subject to audit and checking at any reasonable time by the city.

8.08.240 Rates for residential solid waste collection, transportation and disposal.

Any person from whom solid waste is collected or required to be collected under the provisions of this chapter shall pay the contract agent, or other person designated by the city council to receive the same, for such service at rates provided for by the city council. Those rates shall remain in force until amended or modified by resolution of the city council.

8.08.244 Billing charges to become lien.

All billing for waste collection shall be made by the contract agent. All charges shall become delinquent 90 days after the billing date. If the bill remains unpaid after the billing due date, the contract agent shall be entitled to a late charge as approved by resolution by the city council. Contract agent shall provide notice of the late charge on the subsequent bill. Any delinquent accounts may be subject to the lien process. If a bill becomes delinquent, contract agent may send a notice of delinquency to the owner. The form and content of the

delinquency notice sent by the contract agent shall be approved by the city. The contract agent shall simultaneously file with the city a formal written notice stating that such delinquency notice has been sent to such recipient and owner and the date upon which notice was sent. Should the bill remain unpaid at the expiration of the fifteen days following the delinquency notification, the contract agent may assign such bill to the city for lien proceedings. Once the bill is assigned to the city for lien proceedings, as part of the lien proceedings an administrative fee shall also be assessed. Upon the city's receipt of the assignment from the contract agent and at the convenience of the city, (but at least once every six calendar months), the city may initiate proceedings complying with Government Code Sections 38790.1 and 25831 to create a lien on the real property to which the waste collection has been rendered. The lien will be officially recorded in the county recorder's office. The lien may carry such additional administrative charges as set forth by city council resolution. The owner shall be notified by the city that the late charges and administrative charges are due the city and that such lien has been recorded.

8.08.248 Fees—Commercial, industrial, and institutional.

Each commercial, industrial, or institutional establishment, including, without limitation, each hotel, restaurant, store, factory, plant, office complex, multi-family housing complex and trailer park, shall pay a flat monthly charge to be based on the average amount of solid waste generated by such establishment as per agreement between the contractor and each individual establishment, those rates to be in line with rates charged for comparable service in similar cities within the county and to be subject to review by the city council.

8.08.252 Solid waste department.

The power is vested in the city council to create at any time by resolution a solid waste department of the city, and to collect, transport and dispose of all solid waste as a sanitary measure and as a benefit to the public health.

Article III. Prohibited conduct.

8.08.300 Waste collection and transport.

Except as may otherwise be provided in this chapter, it is unlawful for any person other than the city, or such solid waste contract agent as may be designated by the city under contract and its agents, to collect or transport through the streets, alleys, or public thoroughfares of the city, any solid waste (including, without limitation, recyclable solid waste), hazardous waste, or other matter offensive to the sight or smell, or to collect, transport, or dispose of the same.

8.08.304 Illegal dumping.

A. It is unlawful for any person to throw, drop, place, or deposit bulky items, hazardous waste, or solid waste in a public place or on private property not designated for dumping or disposal purposes.

B. Illegal dumping does not include the discarding, dropping, or scattering of small quantities of waste matter ordinarily carried on or about the person, commonly referred to as littering, including, but not limited to, beverage containers, packaging, wrappers, wastepaper, newspapers, and magazines, and including minimal waste matter that escapes or is allowed to escape from a receptacle or vehicle used for the lawful disposal or transport of solid waste.

8.08.308 Unlawful accumulation.

No person who owns or controls real property in the city shall deposit, keep, accumulate or permit, cause, or suffer any solid waste to be deposited, kept, or accumulated upon that parcel of land, unless same is kept, deposited, or allowed to accumulate as provided in this chapter.

8.08.312 Solid Waste Outside of Receptacles.

It is unlawful for any person, firm or corporation to keep, accumulate, or permit to be accumulated any solid waste upon any private property or public place, unless the same is in an approved receptacle as provided in this chapter, and in the rules and regulations as may be authorized by the franchise agreement and attached thereto as an exhibit.

8.08.316 Burning.

It is unlawful to burn, or cause to be burned, solid waste in the city.

8.08.320 Burying.

It is unlawful for any person or persons to bury solid waste at any place within the city.

8.08.324 Interference.

It is unlawful for any person in any manner to interfere with the collection, transportation or disposal of solid waste (including, without limitation, recyclable solid waste) by any person, firm or corporation authorized by license or contract to collect, transport and dispose of the same.

8.08.328 Emergency removal.

Nothing in this chapter shall be deemed to prohibit the collection, transportation, and disposal by an unlicensed person of materials considered by the health officer or police department to constitute a public health menace of such a nature that it is necessary to be ordered promptly removed.

Article IV Vehicle Forfeiture

8.12.400 Abatement of nuisance vehicle by seizure and forfeiture.

A. Any vehicle used to illegally dump any bulky item, any hazardous waste, or solid waste in violation of this code or other applicable state law is declared a nuisance.

B. Any vehicle used to transport any bulky item, any hazardous waste, or solid waste for the purpose of illegal dumping is a nuisance and the vehicle shall be enjoined and abated as provided in this article.

C. All such nuisance vehicles shall be abated through seizure and impoundment procedures as provided in this chapter, subject to the exceptions set forth at Section 8.12.420.

D. A nuisance vehicle shall be seized and impounded for 30 days each time such vehicle is determined to be a nuisance under this article.

E. A criminal conviction shall not be required as a prerequisite to any proceeding brought pursuant to this article.

F. Physical seizure of a nuisance vehicle subject to this article shall not be required as a prerequisite to institution of impoundment proceedings.

1 G. Any person who owns, leases, conducts, has control of, or maintains any vehicle used
2 for any of the purposes or acts set forth in this article is responsible for creating a public
3 nuisance.

4 **8.12.404 Seizure of vehicle.**

5 A. An enforcement officer may seize a vehicle subject to forfeiture under this article upon
6 the issuance of an order by a court having jurisdiction of the vehicle. Seizure without court
7 order may be made in any of the following circumstances:

- 8 1. The seizure is incident to an arrest or search under a search warrant;
- 9 2. There is probable cause to believe the vehicle was used in violation of this chapter.

10 B. An enforcement officer seizing a vehicle under this article shall complete a receipt in
11 accordance with Penal Code Section 1412 and deliver it to the person from whose possession
12 the vehicle was seized.

13 C. An immediate investigation shall be made by the City as to any potential claimant to a
14 seized vehicle whose right, title, interest, or lien is of record in this or any other state or
15 appropriate federal agency. Within 2 business days of the vehicle's seizure, the City shall
16 send a notice of seizure to all potential claimants whose right, title, interest or lien did not
17 arise subsequent to the date and time of seizure of the vehicle, if that person or entity was not
18 previously given a notice of seizure.

19 D. The notice of seizure shall include the following:

- 20 1. The name, address and telephone number of the agency providing the notice;
- 21 2. Identifying information for the vehicle seized and the authority and reason for the
22 seizure;
- 23 3. A statement that in order to receive their post-seizure hearing, the potential claimant
24 shall request the hearing in person, in writing, or by telephone within ten calendar days of the
25 date of the notice; and
- 26 4. The time in which a claim of interest in the vehicle seized or subject to forfeiture is
27 required to be filed.

28 E. The City shall provide any potential claimants discovered as a result of the
investigation set out in subsection C of this section with the opportunity for a post-seizure
hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted
within two business days of the request for the hearing. The City may authorize its own
officer or employee to conduct the hearing provided the hearing officer is not the same person
who directed or participated in the seizure of the vehicle. Failure of the potential claimant to
request or attend a scheduled hearing within the appropriate time frame shall satisfy the post-
seizure requirement.

F. A vehicle seized pursuant to this section may be held as evidence in any proceeding
brought by the city attorney.

8.12.408 Forfeiture and notice of intended forfeiture of vehicle.

A. Within 30 days of receipt of the notice of seizure required in Section 8.12.404, the city
attorney may pursue the forfeiture of vehicles seized under this article, as provided in this

1 section. If the city attorney does not commence forfeiture procedures under this section within
2 that 30 day period, title shall revert to the owner and the seized vehicle shall be returned to the
3 owner.

4 B. If the city attorney determines that forfeiture of the seized vehicle is warranted, the
5 city attorney shall serve a notice of intended forfeiture upon any person who has an interest in
6 the seized vehicle. The notice shall be served as soon as practicable, but in any event within
7 30 calendar days of the seizure of the vehicle subject to forfeiture.

8 C. The notice of intended forfeiture shall be served as follows:

9 1. By personal delivery or certified mail, return receipt requested, upon any person who
10 has an interest in the seized vehicle as determined pursuant to Section 8.12.404(C).

11 2. In the event that the person entitled to service refuses to accept certified return receipt
12 mail or cannot be personally served, service may be made by substituted service. Substituted
13 service may be accomplished by any one of the following methods:

14 a. By leaving a copy during usual business hours at the recipient's business with the
15 person who is apparently in charge, and by thereafter mailing by first class mail a copy to the
16 recipient where the copy was left; or

17 b. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence
18 of a competent member of the household and thereafter mailing by first class mail a copy to
19 the recipient at the address where the copy was left.

20 3. If the person entitled to service lives out of state and will not accept certified return
21 receipt mail, then service may be made by first class mail.

22 4. If the person entitled to notice cannot be located, or service cannot be effected as set
23 forth in this subsection, service may be made by publication in a Los Angeles newspaper of
24 general circulation. Service shall be deemed sufficient when it is accomplished pursuant to
25 Government Code Section 6063.

26 **8.12.412 Claim Opposing Forfeiture and Court Proceedings.**

27 A. A person claiming an interest in the seized vehicle must within 10 calendar days from
28 the date of the notice of intended forfeiture or within 30 calendar days from the date of first
publication of the notice of intended forfeiture, file with the Superior Court of the County of
Solano a Claim Opposing Forfeiture, verified in accordance with Section 446 of the Code of
Civil Procedure, stating their interest in the vehicle. An endorsed copy of the claim shall be
served upon the City Clerk within 10 calendar days of the filing of the claim.

B. If a verified claim is filed in accordance with this section, the forfeiture proceeding
shall be set for hearing within 30 calendar days from the date the claim is filed with the court,
or as soon as the court may schedule such hearing. The city attorney shall file a petition for
forfeiture with the court within 10 calendar days of service of the claim upon the city attorney.
A copy of the petition shall be served upon the claimant.

C. The hearing shall be before the Superior Court of Solano County, to be heard by a
Superior Court judge. The provisions of the Code of Civil Procedure shall apply to
proceedings under this article unless otherwise inconsistent therewith. However, in
proceedings under this article, there shall be no joinder of actions, coordination of actions,

except for forfeiture proceedings, or cross- complaints, and the issues shall be limited strictly to the questions related to this article.

D. With respect to vehicles described in subsection B for which forfeiture is sought and as to which forfeiture is contested, the city attorney shall have the burden of proving by a preponderance of the evidence that the vehicle was used as set forth in Section 8.12.404.

E. Upon proof that the vehicle was used for any of the purposes set forth in Section 8.12.404, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited, sold, and the proceeds distributed as set forth in Section 8.12.416. The court may make a different distribution of the proceeds if the court finds that the claimant did not know that the vehicle was used for a purpose that constitutes a violation of this chapter.

F. If no claims are timely filed, the city attorney shall prepare a written declaration of forfeiture of the vehicle to the City. A written declaration of forfeiture signed by the city attorney under this article shall be deemed to provide good and sufficient title to the forfeited vehicle. The proceeds from the disposal of the vehicle declared forfeited by the city attorney shall be distributed in accordance with Section 8.12.416. The city attorney ordering forfeiture pursuant to this article shall provide a copy of the declaration of forfeiture to any person who received notice of the forfeiture proceedings.

8.12.416 Disposal of vehicle and distribution of proceeds.

In all cases where vehicles seized pursuant to this section are forfeited to the City, the vehicles shall be sold, or if cash is paid as settlement in lieu of forfeiture of the vehicle, the proceeds of sale or settlement shall be distributed and used in decreasing order of priority as follows:

A. To pay costs associated with the towing, storage, and release of any vehicle seized under this section;

B. To pay costs associated with the sale of the vehicle;

C. For the vehicle forfeited to pay a lien holder of record, if any, up to the amount of his, her, or its unsatisfied lien on the vehicle;

D. The remaining funds shall be distributed to the City in an amount equal to all expenditures, other than costs provided for in subsections A, B and C of this section, made or incurred in connection with enforcement of this article, including but not limited to, costs for equipment, investigation and supplies related to enforcement of this article, and attorneys' fees.

E. For budgeting purposes, funds attributable to this ordinance shall not be considered anticipated general fund revenue.

8.12.420 Exceptions to impoundment/seizure of nuisance vehicles.

Notwithstanding the provisions of this article, the City shall return a seized vehicle, and that vehicle shall not be subject to impoundment, upon the determination of any of the following circumstances:

A. The vehicle was actually stolen, provided that:

1. The theft was reported to a law enforcement agency prior to the vehicle's use in violation of this article;

2. The identity of the registered owner can be reasonably ascertained; and
3. The registered owner redeems the vehicle within 60 days of the seizure.
- B. The vehicle is owned by the employer of the person who used it in violation of this article, provided that all of the following apply:
 1. The use was made without the employer's knowledge and consent;
 2. The use did not provide a direct benefit to the employer's business; and
 3. The use did not further or advance the employer's business interests in any way, and the use was of such nature that had the employer known, the use would have resulted in termination or substantial discipline.

8.12.424 Recovery of monetary loss.

Nothing in this section shall preclude an owner of a vehicle who suffers a monetary loss from the forfeiture of a vehicle under this section from recovering the amount of the actual monetary loss from the person who committed the act giving rise to forfeiture under this section.

8.12.428 Discretion of the city attorney.

From the time the city attorney receives the notice of seizure referred to in Section 8.12.404 to the final decision in forfeiture proceedings, the city attorney has discretion to resolve all proceedings under this article on such terms as may be, in the judgment of the city attorney, in the best interests of the City.

Article V Remedies

8.08.500 Each day a new violation; strict liability; remedies not exclusive.

- A. Each day a violation of any provision of this chapter continues is considered a new violation, and may be punished as such.
- B. Violations of any of the provisions of this chapter constitute strict liability offenses.
- C. The city may enforce the provisions of this chapter through all means available to it at law and equity, and remedies may be used in combination and shall not be exclusive of each other.

8.08.504 Violations declared a public nuisance.

Any violation of this chapter is hereby declared a public nuisance, which may be abated in accordance with the provisions of this chapter, Chapter 8.12, or applicable state law, including recoupment of enforcement and abatement costs, and attorneys' fees related thereto.

8.08.508 Additional penalties and remedies.

- A. Any violation of this chapter may be punished pursuant to Chapters 1.08 and 1.20.
- B. In the event of a conviction of a violation of this chapter and under appropriate circumstances, the court may order the defendant to pay restitution to any person who has incurred out-of-pocket expenses as a result of clean-up following illegal dumping, in addition to any other penalties.
- C. Illegal dumping may be charged as a violation of Section 374.3 of the Penal Code.

D. The City may order a the owner of a property subject to repeated illegal dumping to fence the property, following notice and order and an opportunity to be heard.

SECTION 3. EFFECT OF AMENDMENTS. Except as otherwise specifically provided in this Ordinance, all other provisions of Title 8 of the City of Suisun Municipal Code remain the same.

SECTION 4. ADOPTION AND EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

SECTION 5. CERTIFICATION. The City Clerk shall certify the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law. .

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this ____ day of _____ 2023.

Alma Hernandez,
Mayor

ATTEST:

Anita Skinner,
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, _____, 2023, and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, _____, 2023, by the following vote:

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

WITNESS my hand and the seal of said City this ____ day of _____ 2023.

Anita Skinner,
City Clerk

ORDINANCE NO. 804

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
REPEALING AND REPLACING CHAPTER 8.08 (SOLID WASTES) OF TITLE 8
(HEALTH & SAFETY) OF THE SUISUN CITY MUNICIPAL CODE**

WHEREAS, the City of Suisun City has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, Cal. Const. Art. XI, section 7.

WHEREAS, residents of the City have complained about the nuisances created throughout the City by persons who dump solid waste, bulky items, and potentially hazardous materials.

WHEREAS, the City Council of the City of Suisun City finds that illegal dumping activities pose a danger to public health and safety, decrease property values, lower the quality of life, and contribute to urban blight.

WHEREAS, the City Council finds that in spite of proactive steps to attempt curtail illegal dumping, the problem persists.

WHEREAS, the City Council finds that to minimize spill or intentional illegal dumping of garbage and trash, the provisions of Chapter 8.08 of the Suisun City Municipal Code should be updated to provide additional requirements and enforcement options for the City.

WHEREAS, the City Council finds that materials that are illegally dumped create a nesting area for rodents, insects, and other vermin while impacting the proper drainage of runoff, polluting local waterways, and making areas more susceptible to flooding when draining basins become clogged.

WHEREAS, the City Council finds that persons who use their vehicles for illegal dumping create unhealthful conditions and blight in communities, thereby negatively impacting the quality of life of residents and leading to reduction of property values.

WHEREAS, the City Council finds that illegal dumping activities also place an undue burden on the City, which spends considerable funds every year in cleanup, public education, and enforcement costs.

WHEREAS, the City Council finds that illegal dumping activities and vehicles used in those activities are a public nuisance and the seizure and forfeiture of vehicles that are used for illegal dumping will abate the nuisances caused by this activity in that the vehicles used for these purposes will no longer be available and furthermore, other persons contemplating engaging in illegal dumping will be deterred from using vehicles for these purposes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY AS FOLLOWS:

SECTION 1. The recitals set forth above are true and correct, and are incorporated herein by reference.

SECTION 2. Chapter 8.08 (Solid Wastes) of Title 8 (Health & Safety) of the Suisun City Municipal Code is repealed and replaced with the following:

Article I. General Matters.

8.08.100 Definitions.

Except as expressly provided in this section, the definitions contained in Title 14, Division 7, Chapter 3, Article 4 of the California Administrative Code shall govern the interpretation of this chapter. The following words are defined to clarify this chapter:

“Agricultural solid wastes” means wastes resulting from the production and processing of farm or agricultural products, including manures, prunings, and crop residues wherever produced.

“Bulky item” means, but is not limited to, discarded furniture, vehicle parts, appliances, construction materials.

“City Manager” means the City Manager of the City of Suisun City, and includes their designee.

“Construction and demolition wastes” means solid waste composed of building materials, packaging and rubble resulting from the construction, remodeling, repair or demolition of pavements, houses, commercial, industrial or agricultural buildings, and other structures, which are not incident to active, permitted construction.

“Contract agent” means and includes an agent or employee of the city or any person, firm, corporation or association, or the agents or employees thereof, with whom the city has contracted under the terms set out in this chapter to collect, transport and dispose of solid waste produced within the geographic boundaries of the city.

“Director” means the City of Suisun City’s Director of Public Works, and shall include their designee.

“Improved property” shall mean real property in the City of Suisun City that has been improved with structures or facilities of any kind. “Improved property” shall not include public property or the public right-of-way.

“Garbage” means and includes all putrescible solid and semi-solid waste, including, without limitation, all kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of foodstuffs.

“Hazardous waste” shall have the same meaning as state and federal law, specifically: Chapter 6.5 (Hazardous Waste Control Law) of the California Health & Safety Code, and the regulations in Division 4.5 of Title 22 of the California Code of Regulations; and the Federal hazardous waste regulations adopted by U.S. EPA as found in Title 40, Code of Federal Regulations, Parts 260- 279, adopted pursuant to Chapter 42, United States Code (Resource Conservation and Recovery Act, also known as RCRA).

California laws are outlined in the statute: California Health & Safety Code, (HSC), Division 20, Chapter 6.5 (Hazardous Waste Control Law). Regulations adopted from the HSC are found in the California Code of Regulations (CCR), division 4.5, title 22. California the individual generating the waste must determine if the waste generated meets the criteria of hazardous waste as defined in 22 CCR section 66261.3.

“Person” means an individual, group, or entity of any kind, whether for profit or nonprofit.

1 “Public place” means any property owned or controlled by a public agency, including but not
2 limited to streets, alleys, gutters, highways, parks, sidewalks and parkways, marinas, parking
3 lots or structures, and improved or unimproved real property.

3 “Refuse” means both garbage and rubbish.

4 “Rubbish” means and includes all nonputrescible solid and semi-solid wastes, including,
5 without limitation, ashes, paper, cardboard, tin cans, other packaging, yard wastes, wood,
6 glass, bedding, crockery, plastics, rubber by-products and litter.

6 “Recyclable materials” means any materials as so defined in Chapter 8.10.010J of the Suisun
Municipal Code.

7 “Recycling” means the process defined in Chapter 8.10.010(K) of the Suisun Municipal Code.

8 “Refuse receptacle” means any bin or container for the collection of solid waste and
9 recyclables.

10 “Solid waste” or “solid wastes” means and includes all putrescible and nonputrescible solid
11 and semi-solid wastes, including, without limitation, garbage, trash, refuse, paper, offal,
12 rubbish, ashes, industrial wastes, construction and demolition waste, recyclable materials
discarded by their owners, abandoned vehicles and parts thereof, discarded home and
13 industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other
discarded solid and semi-solid wastes, and also includes liquid wastes disposed of in
14 conjunction with solid wastes at solid waste transfer processing stations or disposal sites, but
excludes sewage collected and treated in a municipal or regional sewerage system.

15 “Vehicle” means any transportation device that requires the driver to have a valid driver’s
16 license for the appropriate class of vehicle being driven, and which transportation device is
equipped with a motor. “Vehicle” shall include boats, irrespective of whether the type of boat
requires a driver’s license.

17 “Yard waste” means and includes solid wastes generated from the maintenance of yards,
18 lawns and gardens, such as grass clippings, leaves, and tree and brush trimmings and
19 prunings.

20 **8.08.104 Enforcement of chapter.**

21 The director shall supervise all matters in connection with solid waste collection,
22 transportation, and disposal that concern the public health. All officers with the authority to
23 enforce the codes of the city shall enforce the provisions of this chapter according to state and
local law, including but not limited to peace officers, code enforcement officers, and the City
Manager.

24 **8.08.108 Applicability.**

25 The provisions of this chapter shall apply, jointly and severally to any person who owns or
26 controls real property, as well as persons, including their agents, who illegally dispose of solid
waste, and to persons who own, control, or operate vehicles that are used to illegally dispose
27 of solid waste.
28

8.08.112 Evidence of ownership

The City may determine ownership of illegally dumped waste in any lawful manner available to it, including but not limited to, mail, receipts, photographs, and security camera footage. Upon a *prima facie* showing that a person's items, solid waste, or personal property have been found in any location where it is unlawful to dispose of such, under circumstances which would lead a reasonable trier of fact to conclude that the items were discarded at that location, shall constitute a presumption that the owner of the waste violated the provisions of this chapter.

8.08.116 Self-disposal by residents.

Nothing contained in this chapter shall be construed to prevent or prohibit any resident in the city from collecting, transporting and disposing of any solid waste created by him or his household, on premises personally occupied by him, provided the same is personally collected, transported and disposed of by him or her in accordance with the rules and regulations prescribed in this chapter and other applicable law.

Article II. Solid waste collection and disposal.

8.08.200 Solid waste receptacle enclosures.

A. All improved properties within the City shall provide permanent solid waste receptacle enclosure facilities. The enclosure shall be 6 feet in height; constructed of solid reinforced masonry, poured-in-place concrete, or other material of similar strength; enclosed on all sides; and with a solid gate 6 feet in height providing access to the trash area. If the enclosure is not within a gated building or community, it must also have a roof. Enclosure must have no gap between top of walls and roof, locks on doors, and include interior and exterior lighting. Solid waste contained within the enclosure shall not exceed the height of the enclosure. All enclosures shall be adequately maintained so that access doors function and the walls do not fall into disrepair. Permanent enclosures shall be provided for existing residential, commercial, and industrial developments when application is made for expansion of floor area by 25%, but in any event all improved property shall comply with this requirement within 12 months of the effective date of this ordinance. All construction shall be in accordance with applicable city standards.

B. Any property that cannot come into compliance with this requirement due to physical constraints of the property must make application to the Director of Community Development for a minor variation. The provisions of this section will be waived or modified only to the extent necessary to achieve this section's purposes in light of the restrictions at the property.

8.08.204 Solid waste collection service required.

It shall be the duty of every owner of every improved premise in the City, whether residential, commercial, industrial or institutional, to subscribe to and pay for solid waste collection service from the authorized contract agent. An owner may authorize a tenant to act in their behalf to subscribe and pay for service, but such action shall not relieve an owner from their liability hereunder; and, unless notice to the contrary is given the contractor, any additional services contracted for by a tenant so authorized to act shall be chargeable to the owner.

Residents of the city shall be allowed to place solid waste and yard waste containers in front of their property against the curb for collection on the same day they receive solid waste

collection service, provided that this is done in strict accordance with this chapter and Chapter 8.10, as applicable, and any rules and regulations established by the city administrator. The solid waste shall be placed in company-provided containers.

8.08.208 Minimum solid waste receptacle capacity.

Required minimum trash receptacle capacity shall be as follows:

A. Multiple-family unit, housing, 60 gallons per unit. Excluded from this definition of “multiple-family units” (three or more) are specialized housing types, such as congregate care and communal living facilities, senior apartments and other similar group housing arrangements.

B. Every property owner shall have available and utilize receptacles of an adequate size and in sufficient numbers to contain without overflowing, all the solid wastes generated within the designated removal period. This shall be done by subscribing to solid waste collection service available from the city’s solid waste collection contract agent.

8.08.212 Conveyance along streets.

No solid waste shall be transported on any of the streets, alleyways or public thoroughfares of the city unless the same is transported in conveyances so constructed as to be absolutely dustproof, and so arranged as not to permit dust or other matter to sift through or fall upon the streets. The contents of such conveyances must be further protected with appropriate covers so as to prevent the same from being blown upon the streets and adjacent lands.

8.08.216 Trucks.

Every truck used in the collection, transportation or disposal of solid waste shall be kept well painted and clean, both inside and out.

8.08.220 Exclusive rights of contractor.

At such time as there is in force a contract entered into by the city with any person, firm or corporation for the collection, transport and disposal of solid waste in the city, it is unlawful for any person other than that contract agent and its agents to collect, transport or dispose of any solid waste within the city. Persons other than that contractor and its agents may lawfully collect, transport or dispose of solid waste only where one of the following conditions apply:

A. The solid waste consists only of construction or demolition waste hauled or removed only by the landowner or occupant, an uncompensated third party acting at the request of the landowner or occupant, or a contractor retained by or for the benefit of the landowner or occupant to perform (and actually performing) the construction or demolition services on the property which generate the construction or demolition waste at issue. This exception to the rights of the exclusive solid waste handling contractor shall not apply to any situation in which a third party is hired, through a subcontract or otherwise, to collect, transport or dispose of the solid waste or any portion thereof.

B. The solid waste is limited to abandoned vehicles and parts thereof, discarded home and industrial appliances and furniture, or agricultural solid wastes as defined in Section 8.08.100.

1 C. The solid waste consists of septic tank pumpings, hazardous wastes or medical wastes
2 which are being collected, transported and disposed of by properly permitted, certified and
inspected haulers and vehicles as required by federal, state and local laws and regulations.

3 D. The solid waste consists only of garbage collected and transported solely for the
4 purpose of feeding animals in accordance with this division and applicable state laws and
regulations and the hauler has obtained a garbage feeding permit.

5 E. The solid waste consists solely of solid waste collected, and transported from a public
6 road right-of-way by a public agency or a construction or demolition contractor retained by
the public agency.

7 F. The solid waste being collected, transported and disposed of consists solely of
8 recyclable material taken from residential construction or demolition waste which recyclable
9 material is being hauled or removed by a third party (acting at the request of the landowner or
10 occupant). Such third party shall have in force a current recycling permit issued by the city
11 requiring that all such materials collected by the permit-holder within the geographic
12 boundaries of the city consist of recyclable material and that all such material be recycled.
13 Only such haulers and removers of recyclable materials as are duly permitted by the city to
14 engage in such activity may do so pursuant to this exception. Prior to granting any such
15 permit, the city shall require evidence of adequate liability insurance covering the hauler or
16 remover's operations, and evidence that the hauler or remover has paid in full all required city
17 taxes and business license fees applicable to its operations. The hauler or remover must
18 actually recycle all material hauled or removed and the hauler or remover shall comply with
19 all other requirements and conditions of the permit established by the city.

20 **8.08.224 Contract—Authorized.**

21 For the collection, transportation and disposal of solid waste, a contract may be entered into
22 by the city in accordance with and subject to the terms and conditions of this chapter.

23 **8.08.228 Contract—Bond—Scope.**

24 The contract provided for in Section 8.08.224 shall provide that the contractor shall collect
25 and dispose of the solid waste in the city in the manner provided for in this chapter. The
26 contractor shall be required to furnish a cash or surety bond to the city in the penal sum of one
27 hundred thousand dollars conditioned upon the faithful performance of the contract and
28 provisions of this chapter. Such contractor shall have the sole and exclusive right, except as
otherwise expressly provided in this chapter, to collect, transport and dispose of all solid
waste in the city, including, without limitation, all recyclable solid waste.

8.08.232 Contract—Insurance.

A. Worker's Compensation. Any exclusive contract agent for solid waste collection,
transportation and disposal shall fully comply with applicable California law concerning
worker's compensation. Such compliance shall include, but not be limited to, maintaining in
full force and effect one or more policies of insurance insuring against any liability such
exclusive contract agent may have for worker's compensation.

B. General Liability Insurance. Any exclusive contract agent for solid waste collection,
transportation and disposal shall obtain at its sole cost, and keep in full force and effect during
the term of its exclusive solid waste collection, transportation and disposal agreement with the

city, broad form property damage, bodily injury, automobile, employers', and comprehensive form liability insurance in the amount of three million dollars per occurrence: provided (1) that the city, its officers, agents, employees and volunteers shall be named as additional insureds under the general liability policy, (2) that the policy shall stipulate that this insurance will operate as primary insurance, and (3) that no other insurance maintained by the city or the other named insureds under the contract agent's policy shall be called upon to cover a loss covered thereunder unless and until such time as the applicable insurance purchased by the contract agent is exhausted by reason of payment of claims. If the coverage limits set forth in this subsection are not reasonably obtainable through the insurance markets, the city manager shall meet and discuss with the contract agent the contract agent's inability to obtain such coverage, and shall temporarily adjust the coverage requirements set forth in this paragraph to conform to industry standards taking into consideration contract agent's demonstration that it is responsibly conducting its business and that coverage is not reasonably available at the coverage limits. In no case, however, will the insurance limits required above be any less than one million dollars per occurrence during the aforementioned period of such temporary adjustment.

C. Certificates of Insurance. The exclusive contract agent for solid waste collection, transportation and disposal shall file with the city manager, within fifteen days of the execution of this agreement, certificates of insurance which shall provide that the insurance issuer shall endeavor to provide thirty days written notice to the city manager prior to the effective date of any cancellation, major change in coverage, expiration or nonrenewal of the contract agent's policies obtained for purposes of satisfying this requirement. In the event of such cancellation, major change in coverage, expiration or nonrenewal of the subject policies, the contract agent shall file with the city manager within forty-five days of such action, a new certificate of insurance which complies with the requirements of this section. Except as provided in the agreement between the city and the contract agent, failure to do so shall constitute grounds for termination of any existing solid waste collection, transportation and disposal franchise agreement with the contract agent.

8.08.236 Audit of contract agent's books.

The books and businesses of the contractor shall be subject to audit and checking at any reasonable time by the city.

8.08.240 Rates for residential solid waste collection, transportation and disposal.

Any person from whom solid waste is collected or required to be collected under the provisions of this chapter shall pay the contract agent, or other person designated by the city council to receive the same, for such service at rates provided for by the city council. Those rates shall remain in force until amended or modified by resolution of the city council.

8.08.244 Billing charges to become lien.

All billing for waste collection shall be made by the contract agent. All charges shall become delinquent 90 days after the billing date. If the bill remains unpaid after the billing due date, the contract agent shall be entitled to a late charge as approved by resolution by the city council. Contract agent shall provide notice of the late charge on the subsequent bill. Any delinquent accounts may be subject to the lien process. If a bill becomes delinquent, contract agent may send a notice of delinquency to the owner. The form and content of the

delinquency notice sent by the contract agent shall be approved by the city. The contract agent shall simultaneously file with the city a formal written notice stating that such delinquency notice has been sent to such recipient and owner and the date upon which notice was sent. Should the bill remain unpaid at the expiration of the fifteen days following the delinquency notification, the contract agent may assign such bill to the city for lien proceedings. Once the bill is assigned to the city for lien proceedings, as part of the lien proceedings an administrative fee shall also be assessed. Upon the city's receipt of the assignment from the contract agent and at the convenience of the city, (but at least once every six calendar months), the city may initiate proceedings complying with Government Code Sections 38790.1 and 25831 to create a lien on the real property to which the waste collection has been rendered. The lien will be officially recorded in the county recorder's office. The lien may carry such additional administrative charges as set forth by city council resolution. The owner shall be notified by the city that the late charges and administrative charges are due the city and that such lien has been recorded.

8.08.248 Fees—Commercial, industrial, and institutional.

Each commercial, industrial, or institutional establishment, including, without limitation, each hotel, restaurant, store, factory, plant, office complex, multi-family housing complex and trailer park, shall pay a flat monthly charge to be based on the average amount of solid waste generated by such establishment as per agreement between the contractor and each individual establishment, those rates to be in line with rates charged for comparable service in similar cities within the county and to be subject to review by the city council.

8.08.252 Solid waste department.

The power is vested in the city council to create at any time by resolution a solid waste department of the city, and to collect, transport and dispose of all solid waste as a sanitary measure and as a benefit to the public health.

Article III. Prohibited conduct.

8.08.300 Waste collection and transport.

Except as may otherwise be provided in this chapter, it is unlawful for any person other than the city, or such solid waste contract agent as may be designated by the city under contract and its agents, to collect or transport through the streets, alleys, or public thoroughfares of the city, any solid waste (including, without limitation, recyclable solid waste), hazardous waste, or other matter offensive to the sight or smell, or to collect, transport, or dispose of the same.

8.08.304 Illegal dumping.

A. It is unlawful for any person to throw, drop, place, or deposit bulky items, hazardous waste, or solid waste in a public place or on private property not designated for dumping or disposal purposes.

B. Illegal dumping does not include the discarding, dropping, or scattering of small quantities of waste matter ordinarily carried on or about the person, commonly referred to as littering, including, but not limited to, beverage containers, packaging, wrappers, wastepaper, newspapers, and magazines, and including minimal waste matter that escapes or is allowed to escape from a receptacle or vehicle used for the lawful disposal or transport of solid waste.

8.08.308 Unlawful accumulation.

No person who owns or controls real property in the city shall deposit, keep, accumulate or permit, cause, or suffer any solid waste to be deposited, kept, or accumulated upon that parcel of land, unless same is kept, deposited, or allowed to accumulate as provided in this chapter.

8.08.312 Solid Waste Outside of Receptacles.

It is unlawful for any person, firm or corporation to keep, accumulate, or permit to be accumulated any solid waste upon any private property or public place, unless the same is in an approved receptacle as provided in this chapter, and in the rules and regulations as may be authorized by the franchise agreement and attached thereto as an exhibit.

8.08.316 Burning.

It is unlawful to burn, or cause to be burned, solid waste in the city.

8.08.320 Burying.

It is unlawful for any person or persons to bury solid waste at any place within the city.

8.08.324 Interference.

It is unlawful for any person in any manner to interfere with the collection, transportation or disposal of solid waste (including, without limitation, recyclable solid waste) by any person, firm or corporation authorized by license or contract to collect, transport and dispose of the same.

8.08.328 Emergency removal.

Nothing in this chapter shall be deemed to prohibit the collection, transportation, and disposal by an unlicensed person of materials considered by the health officer or police department to constitute a public health menace of such a nature that it is necessary to be ordered promptly removed.

Article IV Vehicle Forfeiture

8.12.400 Abatement of nuisance vehicle by seizure and forfeiture.

A. Any vehicle used to illegally dump any bulky item, any hazardous waste, or solid waste in violation of this code or other applicable state law is declared a nuisance.

B. Any vehicle used to transport any bulky item, any hazardous waste, or solid waste for the purpose of illegal dumping is a nuisance and the vehicle shall be enjoined and abated as provided in this article.

C. All such nuisance vehicles shall be abated through seizure and impoundment procedures as provided in this chapter, subject to the exceptions set forth at Section 8.12.420.

D. A nuisance vehicle shall be seized and impounded for 30 days each time such vehicle is determined to be a nuisance under this article.

E. A criminal conviction shall not be required as a prerequisite to any proceeding brought pursuant to this article.

F. Physical seizure of a nuisance vehicle subject to this article shall not be required as a prerequisite to institution of impoundment proceedings.

1 G. Any person who owns, leases, conducts, has control of, or maintains any vehicle used
2 for any of the purposes or acts set forth in this article is responsible for creating a public
3 nuisance.

4 **8.12.404 Seizure of vehicle.**

5 A. An enforcement officer may seize a vehicle subject to forfeiture under this article upon
6 the issuance of an order by a court having jurisdiction of the vehicle. Seizure without court
7 order may be made in any of the following circumstances:

- 8 1. The seizure is incident to an arrest or search under a search warrant;
- 9 2. There is probable cause to believe the vehicle was used in violation of this chapter.

10 B. An enforcement officer seizing a vehicle under this article shall complete a receipt in
11 accordance with Penal Code Section 1412 and deliver it to the person from whose possession
12 the vehicle was seized.

13 C. An immediate investigation shall be made by the City as to any potential claimant to a
14 seized vehicle whose right, title, interest, or lien is of record in this or any other state or
15 appropriate federal agency. Within 2 business days of the vehicle's seizure, the City shall
16 send a notice of seizure to all potential claimants whose right, title, interest or lien did not
17 arise subsequent to the date and time of seizure of the vehicle, if that person or entity was not
18 previously given a notice of seizure.

19 D. The notice of seizure shall include the following:

- 20 1. The name, address and telephone number of the agency providing the notice;
- 21 2. Identifying information for the vehicle seized and the authority and reason for the
22 seizure;
- 23 3. A statement that in order to receive their post-seizure hearing, the potential claimant
24 shall request the hearing in person, in writing, or by telephone within ten calendar days of the
25 date of the notice; and
- 26 4. The time in which a claim of interest in the vehicle seized or subject to forfeiture is
27 required to be filed.

28 E. The City shall provide any potential claimants discovered as a result of the
investigation set out in subsection C of this section with the opportunity for a post-seizure
hearing to determine the validity of the seizure. The post-seizure hearing shall be conducted
within two business days of the request for the hearing. The City may authorize its own
officer or employee to conduct the hearing provided the hearing officer is not the same person
who directed or participated in the seizure of the vehicle. Failure of the potential claimant to
request or attend a scheduled hearing within the appropriate time frame shall satisfy the post-
seizure requirement.

F. A vehicle seized pursuant to this section may be held as evidence in any proceeding
brought by the city attorney.

8.12.408 Forfeiture and notice of intended forfeiture of vehicle.

A. Within 30 days of receipt of the notice of seizure required in Section 8.12.404, the city
attorney may pursue the forfeiture of vehicles seized under this article, as provided in this

1 section. If the city attorney does not commence forfeiture procedures under this section within
2 that 30 day period, title shall revert to the owner and the seized vehicle shall be returned to the
3 owner.

4 B. If the city attorney determines that forfeiture of the seized vehicle is warranted, the
5 city attorney shall serve a notice of intended forfeiture upon any person who has an interest in
6 the seized vehicle. The notice shall be served as soon as practicable, but in any event within
7 30 calendar days of the seizure of the vehicle subject to forfeiture.

8 C. The notice of intended forfeiture shall be served as follows:

9 1. By personal delivery or certified mail, return receipt requested, upon any person who
10 has an interest in the seized vehicle as determined pursuant to Section 8.12.404(C).

11 2. In the event that the person entitled to service refuses to accept certified return receipt
12 mail or cannot be personally served, service may be made by substituted service. Substituted
13 service may be accomplished by any one of the following methods:

14 a. By leaving a copy during usual business hours at the recipient's business with the
15 person who is apparently in charge, and by thereafter mailing by first class mail a copy to the
16 recipient where the copy was left; or

17 b. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence
18 of a competent member of the household and thereafter mailing by first class mail a copy to
19 the recipient at the address where the copy was left.

20 3. If the person entitled to service lives out of state and will not accept certified return
21 receipt mail, then service may be made by first class mail.

22 4. If the person entitled to notice cannot be located, or service cannot be effected as set
23 forth in this subsection, service may be made by publication in a Los Angeles newspaper of
24 general circulation. Service shall be deemed sufficient when it is accomplished pursuant to
25 Government Code Section 6063.

26 **8.12.412 Claim Opposing Forfeiture and Court Proceedings.**

27 A. A person claiming an interest in the seized vehicle must within 10 calendar days from
28 the date of the notice of intended forfeiture or within 30 calendar days from the date of first
publication of the notice of intended forfeiture, file with the Superior Court of the County of
Solano a Claim Opposing Forfeiture, verified in accordance with Section 446 of the Code of
Civil Procedure, stating their interest in the vehicle. An endorsed copy of the claim shall be
served upon the City Clerk within 10 calendar days of the filing of the claim.

B. If a verified claim is filed in accordance with this section, the forfeiture proceeding
shall be set for hearing within 30 calendar days from the date the claim is filed with the court,
or as soon as the court may schedule such hearing. The city attorney shall file a petition for
forfeiture with the court within 10 calendar days of service of the claim upon the city attorney.
A copy of the petition shall be served upon the claimant.

C. The hearing shall be before the Superior Court of Solano County, to be heard by a
Superior Court judge. The provisions of the Code of Civil Procedure shall apply to
proceedings under this article unless otherwise inconsistent therewith. However, in
proceedings under this article, there shall be no joinder of actions, coordination of actions,

except for forfeiture proceedings, or cross- complaints, and the issues shall be limited strictly to the questions related to this article.

D. With respect to vehicles described in subsection B for which forfeiture is sought and as to which forfeiture is contested, the city attorney shall have the burden of proving by a preponderance of the evidence that the vehicle was used as set forth in Section 8.12.404.

E. Upon proof that the vehicle was used for any of the purposes set forth in Section 8.12.404, the court shall declare the vehicle a nuisance and order that the vehicle be forfeited, sold, and the proceeds distributed as set forth in Section 8.12.416. The court may make a different distribution of the proceeds if the court finds that the claimant did not know that the vehicle was used for a purpose that constitutes a violation of this chapter.

F. If no claims are timely filed, the city attorney shall prepare a written declaration of forfeiture of the vehicle to the City. A written declaration of forfeiture signed by the city attorney under this article shall be deemed to provide good and sufficient title to the forfeited vehicle. The proceeds from the disposal of the vehicle declared forfeited by the city attorney shall be distributed in accordance with Section 8.12.416. The city attorney ordering forfeiture pursuant to this article shall provide a copy of the declaration of forfeiture to any person who received notice of the forfeiture proceedings.

8.12.416 Disposal of vehicle and distribution of proceeds.

In all cases where vehicles seized pursuant to this section are forfeited to the City, the vehicles shall be sold, or if cash is paid as settlement in lieu of forfeiture of the vehicle, the proceeds of sale or settlement shall be distributed and used in decreasing order of priority as follows:

A. To pay costs associated with the towing, storage, and release of any vehicle seized under this section;

B. To pay costs associated with the sale of the vehicle;

C. For the vehicle forfeited to pay a lien holder of record, if any, up to the amount of his, her, or its unsatisfied lien on the vehicle;

D. The remaining funds shall be distributed to the City in an amount equal to all expenditures, other than costs provided for in subsections A, B and C of this section, made or incurred in connection with enforcement of this article, including but not limited to, costs for equipment, investigation and supplies related to enforcement of this article, and attorneys' fees.

E. For budgeting purposes, funds attributable to this ordinance shall not be considered anticipated general fund revenue.

8.12.420 Exceptions to impoundment/seizure of nuisance vehicles.

Notwithstanding the provisions of this article, the City shall return a seized vehicle, and that vehicle shall not be subject to impoundment, upon the determination of any of the following circumstances:

A. The vehicle was actually stolen, provided that:

1. The theft was reported to a law enforcement agency prior to the vehicle's use in violation of this article;

- 1 2. The identity of the registered owner can be reasonably ascertained; and
2 3. The registered owner redeems the vehicle within 60 days of the seizure.
3 B. The vehicle is owned by the employer of the person who used it in violation of this
4 article, provided that all of the following apply:

- 5 1. The use was made without the employer's knowledge and consent;
6 2. The use did not provide a direct benefit to the employer's business; and
7 3. The use did not further or advance the employer's business interests in any way, and
8 the use was of such nature that had the employer known, the use would have resulted in
9 termination or substantial discipline.

8.12.424 Recovery of monetary loss.

10 Nothing in this section shall preclude an owner of a vehicle who suffers a monetary loss from
11 the forfeiture of a vehicle under this section from recovering the amount of the actual
12 monetary loss from the person who committed the act giving rise to forfeiture under this
13 section.

8.12.428 Discretion of the city attorney.

14 From the time the city attorney receives the notice of seizure referred to in Section 8.12.404 to
15 the final decision in forfeiture proceedings, the city attorney has discretion to resolve all
16 proceedings under this article on such terms as may be, in the judgment of the city attorney, in
17 the best interests of the City.

Article V Remedies

8.08.500 Each day a new violation; strict liability; remedies not exclusive.

- 18 A. Each day a violation of any provision of this chapter continues is considered a new
19 violation, and may be punished as such.
20 B. Violations of any of the provisions of this chapter constitute strict liability offenses.
21 C. The city may enforce the provisions of this chapter through all means available to it at
22 law and equity, and remedies may be used in combination and shall not be exclusive of each
23 other.

8.08.504 Violations declared a public nuisance.

24 Any violation of this chapter is hereby declared a public nuisance, which may be abated in
25 accordance with the provisions of this chapter, Chapter 8.12, or applicable state law, including
26 recoupment of enforcement and abatement costs, and attorneys' fees related thereto.

8.08.508 Additional penalties and remedies.

- 27 A. Any violation of this chapter may be punished pursuant to Chapters 1.08 and 1.20.
28 B. In the event of a conviction of a violation of this chapter and under appropriate
circumstances, the court may order the defendant to pay restitution to any person who has
incurred out-of-pocket expenses as a result of clean-up following illegal dumping, in addition
to any other penalties.
C. Illegal dumping may be charged as a violation of Section 374.3 of the Penal Code.

1 D. The City may order the owner of a property subject to repeated illegal dumping to
2 fence the property, following notice and order and an opportunity to be heard.

3 **SECTION 3. EFFECT OF AMENDMENTS.** Except as otherwise specifically provided in
4 this Ordinance, all other provisions of Title 8 of the City of Suisun Municipal Code remain
5 the same.

6 **SECTION 4. ADOPTION AND EFFECTIVE DATE.** This Ordinance shall be in full
7 force and effect thirty (30) days after its second reading and adoption.

8 **SECTION 5. CERTIFICATION.** The City Clerk shall certify the adoption of this
9 ordinance, and shall cause the same to be posted and codified in the manner required by law. .

10 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council
11 of the City of Suisun City, California, on this ____ day of _____ 2023.

12
13 _____
14 Alma Hernandez,
15 Mayor

16 ATTEST:

17 _____
18 Anita Skinner,
19 City Clerk

20 APPROVED AS TO FORM
21 AND LEGAL CONTENT:

22
23 _____
24 Aleshire & Wynder, LLP
25
26
27
28

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, _____, 2023, and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, _____, 2023, by the following vote:

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

WITNESS my hand and the seal of said City this ____ day of _____ 2023.

Anita Skinner,
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: October 3, 2023

CITY AGENDA ITEM: Council Adoption of Ordinance No. 805: Amending Title 18 (Zoning) of the Suisun City Municipal Code of the City of Suisun City Modifying the Fences and Walls Regulations Chapter 18.34 – Fences and Walls and Finding of Exemption from the California Environmental Quality Act (CEQA).

FISCAL IMPACT: There is no fiscal impact to the General Fund with the approval of the item.

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

BACKGROUND: The City continues to address vacant property challenges such as the deposit of junk on the property, litter populating on the property, homeless issues, and overall owner awareness of property owner responsibility to maintain and adequately secure their property. When considering options to address this situation, staff determined that one area that could mitigate some of these issues is the installation of chain-link fencing around the perimeter of properties. After carefully examining the City’s fence regulations, staff determined the current code language regarding the use of chain-link fencing needs reexamination to distinguish when chain-link fencing would be a suitable use on private property.

At their regular meeting on September 19, 2023, the City Council introduced and waived reading of the subject ordinance by a vote of 4-0.

STAFF REPORT: The City’s current regulations state that chain-link fencing is prohibited in any zoning district. Chainlink fencing is usually made of metal consisting of loops of wire interconnected in a series of joined links. When considering a zoning approach to establish a pathway allowing chain-link fencing in the City, staff determined that regulations should fit the following three classifications: Residential, Commercial/Industrial, and Waterfront District Specific Plan.

Residential

The current fence regulations clearly state that chain-link fencing is prohibited within residential zoning districts. Complicating the provision are additional regulations prohibiting front yard installation but no further discussion regarding rear yard and side yard installation. The code will be revised to ensure chain-link fencing on developed and vacant residential properties will be prohibited in front, side, and rear yards.

Commercial/Industrial

Current fence regulations prohibit the permanent installation of chain-link fencing on commercial and industrial-zoned property, with exceptions granted to secure construction projects and to screen contractors’ yards or similar uses. The proposed amendments would permit chain-link fencing on vacant commercial and industrial-zoned property to be placed on the perimeter boundary of the property at a maximum height of six feet. Chain-link fencing will continue to be permitted for construction projects and contractor yards.

Waterfront District Specific Plan

The Waterfront District Specific Plan prohibits chain-link fencing in all districts. With a mixture of residential and commercial uses in the plan area and given the dense urban environment, chain-link fencing could create a displeasing aesthetic for businesses and visitors to the downtown. After carefully considering the need to secure vacant property for safety and security purposes, staff determined that focused regulations are necessary within the downtown area. The proposed amendments will allow chain-link fencing for vacant commercial/mixed-use properties in the specific plan area and cannot exceed six feet in height and must be placed on the property's perimeter. All chain-link fencing within the district shall include a green color mesh screen to be maintained appropriately. Like residential uses outside of the plan area, chain-link fencing shall be prohibited on residential property.

STAFF RECOMMENDATION: Adopt Ordinance No. 805: Amending Title 18 (Zoning) of the Suisun City Municipal Code of the City of Suisun City Modifying the Fences and Walls Regulations Chapter 18.34 – Fences and Walls and Finding of Exemption from the California Environmental Quality Act (CEQA).

DOCUMENTS ATTACHED:

1. Ordinance No. 805: Amending Title 18 (Zoning) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations - Strikethrough
2. Ordinance No. 805: Amending Title 18 (Zoning) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations - Strikethrough

PREPARED BY:

Jim Bermudez, Development Services Director

REVIEWED BY:

Aaron Roth, Acting City Manager/Chief of Police

APPROVED BY:

Aaron Roth, Acting City Manager/Chief of Police

ATTACHMENTS:

1. [Ordinance No. 805 Amending Title 18 \(Zoning\) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations - Strikethrough.pdf](#)
2. [Ordinance No. 805 Amending Title 18 \(Zoning\) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations - Clean Version.pdf](#)

ORDINANCE NO. 805

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUISUN CITY, CALIFORNIA, AMENDING TITLE 18
(ZONING) OF THE SUISUN CITY MUNICIPAL CODE OF
THE CITY OF SUISUN CITY MODIFYING THE FENCES
AND WALLS REGULATIONS CHAPTER 18.34 – FENCES
AND WALLS AND FINDING OF EXEMPTION FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

WHEREAS, Section 1.01.050 of the Suisun City Municipal Code provides for
amendments to the Suisun City Municipal Code by the City Council; and

WHEREAS, Title 18, Chapter 18.82 – Amendments of the Suisun City Municipal
Code provides for the amendment of the Title by changing the text whenever the public
necessity, convenience, or general welfare requires such amendment; and

WHEREAS, this proposed Zoning Ordinance amendment was considered by the
Planning Commission of the City of Suisun City at its regular meeting of August 22, 2023;
and

WHEREAS, the Planning Commission on August 22, 2023, acted on the proposed
amendment and voted 2-2 with the Chair absent; and

WHEREAS, the split vote represents no recommended action by the Planning
Commission and now is considered by the Council; and

WHEREAS, a public notice describing the proposed amendments to the Suisun City
Zoning Ordinance relative to Title 18 was published in the Daily Republic, a newspaper of
general circulation, in accordance with 6061 or the California Government Code; and

WHEREAS, on September 5, 2023, the Council continued this item to a date certain
of September 19, 2023.

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

SECTION 1. The City Council hereby recommends that approval of the proposed changes to the text of the Suisun City Municipal Code amending Chapter 18.34 Fences and Walls which are shown by strike-through, or bold double underscore amended (new) text and hereby to read as follows:

Table 18.34.01 Height Limits by Zoning District			
Zone	Location	Height	Materials ¹
RL, RM ²	Front yard	3 ft. max. if solid 4 ft. max if 50% or more open	Metal, wood, hedge, stucco. Stone and brick permitted for posts.
	Side yard	6 ft. max if 5 ft. setback provided 3 ft. max. if within 5 ft. setback 6 ft. max. on interior side yard	Metal, wood, hedge, stucco. Stone and brick permitted for posts.
	Rear yard	6 ft. max.	Wood
RH1, RH2 ² , <u>RMU</u>	Perimeter	6 ft. max.	Metal, wood
	Service areas	6 ft. max.	Metal, masonry, concrete block, brick
<u>RMU, CMU</u>	Residential use defined by RL, Commercial uses defined by CR		—
CR, CSF, <u>CMU</u> , O			
	Front yard	Not permitted ⁴	
	Side yard	Not permitted ⁴	
	Rear yard	Not Permitted ⁴	

	Service areas	8 ft. max storage areas ⁴	Metal, masonry, concrete block, brick
APS	Residential uses defined by RL, Commercial uses defined by CR		
OS, P	To demarcate use areas 3 ft. max.		
	Service areas	6 ft. max.	Metal, masonry, concrete block, brick
PQP	To demarcate use areas	3 ft. max	Hedge, wood, brick, stone, stucco
	Service areas	6 ft. max.	Metal, masonry, concrete block, brick

1 Chain link fence is not permitted in any **residential** district.

2 Fencing for front and corner side yards in single-family residential districts, and perimeter fencing in multi-family districts (other than soundwalls) must be permeable to allow visibility into the yard from exterior vantage points to promote security. Permeable fencing must be a minimum of 50 percent open. Refer also to standards for specific conditions in Section 18.34.050 and soundwall standards in Section 18.34.060.

3 Refer also to Section 18.34.020 for fences and walls around storage areas and Section 18.34.030 for requirements for outdoor sales, storage, or rental lots.

4. Refer to Chapter 18.34.050 (E) chain-link fence standards

18.34.050 – Other fence and wall standards.

D. Chain-link fences are not permitted in front, side, and rear yard residential districts.

E. Chain-link fences are permitted on vacant commercial district properties. The following development criteria shall be met:

1. **Fences shall be placed on the perimeter of the property.**
2. **Fences shall not exceed six (6) feet in height.**
3. **If property is subdivided and a remainder portion of the property remains vacant, a chain-link fence is permitted.**

F. Chain-link fences are permitted on vacant commercial/mixed use Waterfront District Specific Plan properties. The following development criteria shall be met:

- 1. Fences shall be placed on the perimeter of the property.**
- 2. Fences shall not exceed six (6) feet in height.**
- 3. A green color mesh shall be attached to the fence and placed around the entire perimeter of the property.**

18.34.070 - Prohibited materials.

It is unlawful to erect any electrically charged fence or any fence composed of barbed wire, razor wire or other material which is designed to cause injury upon contact on or adjacent to any residential use regardless of the underlying zoning. ~~Chain link fences may not be constructed after passage of the ordinance from which this title is derived in the front or reducible front yard of residential uses and residential zoning districts.~~

SECTION 2. This ordinance amendment is categorically exempt from environmental review under Section 15061 (b)(3) of the State CEQA Guidelines. The proposed text amendments are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. This Ordinance shall be in full force and effect thirty (30) days after its adoption following second reading.

SECTION 4. The City Clerk is hereby authorized and directed to certify as the passage of this Ordinance and to give notice thereof by causing copies of this Ordinance to be posted in three public places throughout the City, or published in a county newspaper that is circulated in the City, within 15 days after its passage, there being no newspaper of general circulation printed and published within the City.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council
of the City of Suisun City, California, on this ____ day of _____ 2023.

Alma Hernandez,
Mayor

ATTEST:

Anita Skinner,
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, _____, 2023, and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, _____, 2023, by the following vote:

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

WITNESS my hand and the seal of said City this ____ day of _____ 2023.

Anita Skinner,
City Clerk

ORDINANCE NO. 805

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF SUISUN CITY, CALIFORNIA, AMENDING TITLE 18
(ZONING) OF THE SUISUN CITY MUNICIPAL CODE OF
THE CITY OF SUISUN CITY MODIFYING THE FENCES
AND WALLS REGULATIONS CHAPTER 18.34 – FENCES
AND WALLS AND FINDING OF EXEMPTION FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

WHEREAS, Section 1.01.050 of the Suisun City Municipal Code provides for amendments to the Suisun City Municipal Code by the City Council; and

WHEREAS, Title 18, Chapter 18.82 – Amendments of the Suisun City Municipal Code provides for the amendment of the Title by changing the text whenever the public necessity, convenience, or general welfare requires such amendment; and

WHEREAS, this proposed Zoning Ordinance amendment was considered by the Planning Commission of the City of Suisun City at its regular meeting of August 22, 2023; and

WHEREAS, the Planning Commission on August 22, 2023, acted on the proposed amendment and voted 2-2 with the Chair absent; and

WHEREAS, the split vote represents no recommended action by the Planning Commission and now is considered by the Council; and

WHEREAS, a public notice describing the proposed amendments to the Suisun City Zoning Ordinance relative to Title 18 was published in the Daily Republic, a newspaper of general circulation, in accordance with 6061 of the California Government Code; and

WHEREAS, on September 5, 2023, the Council continued this item to a date certain of September 19, 2023.

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OS, P	To demarcate use areas 3 ft. max.		
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1 Chain link fence is not permitted in any residential district.

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fencing in multi-family districts (other than soundwalls) must be permeable to allow visibility into
the yard from exterior vantage points to promote security. Permeable fencing must be a minimum
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for requirements for outdoor sales, storage, or rental lots.

4. Refer to Chapter 18.34.050 (E) chain-link fence standards.

18.34.050 – Other fence and wall standards.

D. Chain-link fences are not permitted in front, side, and rear yard residential districts.

E. Chain-link fences are permitted on vacant commercial district properties. The following development criteria shall be met:

1. Fences shall be placed on the perimeter of the property.
2. Fences shall not exceed six (6) feet in height.
3. If property is subdivided and a remainder portion of the property remains vacant, a chain-link fence is permitted.

F. Chain-link fences are permitted on vacant commercial/mixed use Waterfront District Specific Plan properties. The following development criteria shall be met:

1. Fences shall be placed on the perimeter of the property.

2. Fences shall not exceed six (6) feet in height.
3. A green color mesh shall be attached to the fence and placed around the entire perimeter of the property.

18.34.070 - Prohibited materials.

It is unlawful to erect any electrically charged fence or any fence composed of barbed wire, razor wire or other material which is designed to cause injury upon contact on or adjacent to any residential use regardless of the underlying zoning.

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SECTION 3. This Ordinance shall be in full force and effect thirty (30) days after its adoption following second reading.

SECTION 4. The City Clerk is hereby authorized and directed to certify as the passage of this Ordinance and to give notice thereof by causing copies of this Ordinance to be posted in three public places throughout the City, or published in a county newspaper that is circulated in the City, within 15 days after its passage, there being no newspaper of general circulation printed and published within the City.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council
of the City of Suisun City, California, on this ____ day of _____ 2023.

Alma Hernandez,
Mayor

ATTEST:

Anita Skinner,
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, _____, 2023, and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, _____, 2023, by the following vote:

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

WITNESS my hand and the seal of said City this ____ day of _____ 2023.

Anita Skinner,
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: October 3, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Authorizing the Acting City Manager to Execute a Multi-Channel Sales Agreement with Ritchie Bros. for the Sale of Fire Department Surplus Apparatus.

FISCAL IMPACT: There is no negative fiscal impact to the General Fund from the item. Revenue from the sale is expected.

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

BACKGROUND: The fire department has identified two vehicles that are out of service and beyond their service life as emergency vehicles. The two vehicles noted here are (1) a 1999 Pierce Saber Type 1 Fire Engine old E247 and (2) a 1999 Ford F-250 XL pickup truck old U47. Both vehicles are currently stored at the City Corporation Yard and per industry standards beyond their service life as fire department emergency vehicles.

STAFF REPORT: Ritchie Bros. Auctioneers has been identified as an approved method to sell or dispose of surplus vehicles. The vehicles are projected to sell for a few thousand dollars each. A check will be provided to the City of Suisun City, less the “Commission Rate” and title fees as noted in the agreement. The funds recovered from the sale will go back towards the General Fund.

STAFF RECOMMENDATION: Staff recommends the City Council Authorize the Acting City Manager to Execute a Multi-Channel Sales Agreement with Ritchie Bros. for the Sale of Fire Department Surplus Apparatus.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-___: A Resolution of the City Council of the City of Suisun City Authorizing the Acting City Manager to Execute a Multi-Channel Sales Agreement with Ritchie Bros. for the Sale of Fire Department Surplus Apparatus
2. Multi-Channel Sales Agreement from Ritchie Bros Sales

PREPARED BY:	Brad Lopez, Fire Chief
REVIEWED BY:	Brad Lopez, Fire Chief
APPROVED BY:	Aaron Roth, Acting City Manager/Chief of Police

ATTACHMENTS:

1. [Resolution Authorizing the Acting City Manager to Execute a Multi-Channel Sales Agreement.pdf](#)
2. [Multi-Channel Sales Agreement from Ritchie Bros Sales.pdf](#)
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RESOLUTION NO. 2023 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE A MULTI-
CHANNEL SALES AGREEMENT WITH RITCHIE BROS. FOR THE SALE OF
FIRE DEPARTMENT SURPLUS APPARATUS**

WHEREAS, the Fire Department has identified two vehicles that are out of service and beyond their service life as emergency vehicles; and

WHEREAS, the vehicles are listed as follows, a 1999 Pierce Saber Type 1 Fire Engine and a 1999 Ford F-250 XL pickup truck once utilized as a utility vehicle; and

WHEREAS, Ritchie Bros Auctioneers have locations across the globe; and

WHEREAS, it is projected the engine and pickup truck will be sold for a few thousand dollars apiece; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Suisun City authorizes the Acting City Manager to execute a Multi-Channel Sales Agreement with Ritchie Bros for the two fire department vehicles identified above.; and

BE IT FURTHER RESOLVED that the Acting City Manager is hereby authorized to enter into any agreement or take such actions as may be necessary to implement the Council's actions.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, October 3, 2023, by the following vote:

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

WITNESS my hand and the seal of the City of Suisun City on this 3rd day of October 2023.

Anita Skinner,
City Clerk



MULTI-CHANNEL SALES AGREEMENT

Contract #: 00770276

LEGAL NAME OF SELLER: City of Suisun City Fire Department	DATE: (DD/MM/YYYY)
JURISDICTION OF INCORPORATION/REGISTRATION:	SALES REP: Cole Blight

This MULTI-CHANNEL SALES AGREEMENT (this “**Agreement**”) is entered into as of the date first written above (the “**Effective Date**”) by and between the applicable entity/entities set forth in the Terms and Conditions (as defined herein) (“**RB Group**”) and the customer identified above (the “**Seller**”) for the sale of Equipment through a Live Auction Event or the Marketplaces.

1. SELLER INFORMATION

Account Name Doing Business As Local Language Seller Name	City of Suisun City Fire Department
Seller Business Address	621 Pintail Dr, Suisun City, CA, United States of America, 945852100
Authorized Representative	Aaron Roth
Title of Authorized Representative	Acting City Manager
Phone	1 (530) 681-2619
Fax	
Email	bllopez@suisun.com

2. COMMERCIAL TERMS APPLICABLE TO LIVE AUCTION EVENT

Equipment	The Seller authorizes RB Group to offer and sell the equipment listed on Schedule A (“ Schedule A Equipment ”) at the Live Auction Event.
Delivery	The Seller will deliver each item of Schedule A Equipment, at the Seller’s cost, to the corresponding location specified in Schedule A (each a “ Site ”) no later than the delivery date, if applicable, also specified therein. The Seller may elect for RB Group to arrange for delivery of the Schedule A Equipment to the Site by indicating the same in Schedule A. If delivery by RB Group is elected, the Seller will be charged a delivery fee equal to the actual cost of delivery plus 10%.
Live Auction Event	RB Group will, as agent of the Seller, offer Schedule A Equipment, together with any additional items delivered by the Seller to the Site and received by RB Group, for sale at an RB Group scheduled unreserved public auction to be held on or about on the date(s) specified in Schedule A (the “ Live Auction Event ”).
Titled Equipment	The Seller hereby appoints RB Group as its attorney-in-fact with a limited power of attorney (“ LPOA ”) to execute on the Seller’s behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Schedule A Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide RB Group with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the Live Auction Event. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule A Equipment being made available for sale at the Live Auction Event until such documentation is provided.

3. COMMERCIAL TERMS APPLICABLE TO MARKETPLACE

Equipment	RB Group will advertise for sale the equipment listed on Schedule B (“ Schedule B Equipment ”, and collectively with Schedule A Equipment, the “ Equipment ”) which the Seller desires to offer for sale through one or more of RB Group’s online marketplaces (collectively, the “ Marketplaces ”, and each a “ Marketplace ”), as indicated by the “ Sale Type ” selected by the Seller and noted on Schedule B.
Listing Fees	A Listing Fee will apply for each unit of Schedule B Equipment that the Seller lists on the Marketplaces.
Equipment Condition	The Seller agrees that the Schedule B Equipment will remain in the same or better condition as when

	previously inspected by RB Group. In the event of any unforeseen machine failure, the Seller agrees to make the necessary repairs to bring the Schedule B Equipment to the same condition as when inspected by RB Group.
Titled Equipment	The Seller hereby appoints RB Group as its attorney-in-fact with a limited power of attorney ("LPOA") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Schedule B Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide RB Group with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the time of listing. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule B Equipment being made available for sale on the Marketplace(s) until such documentation is provided
4. GENERAL COMMERCIAL TERMS	
Proceeds	Unless otherwise specified in writing, the Seller acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment.
Title Transfer Fees; Lien Search Fees	The Seller will pay lien search fees, title transfer fees and any other fee applicable as set out in the Terms & Conditions for each unit of Equipment, unless otherwise specified. RB Group will deduct such fees from any amounts owing to the Seller.
Commission Rate	<p>RB Group will be entitled to a commission based on the gross sale price of each piece of Equipment as follows:</p> <p>(a) 15.00 % for any lot in excess of USD 3,000.00; and</p> <p>(b) 25.00 % for any lot realizing USD 3,000.00 or less, with a minimum fee of USD 195.00 per lot.</p> <p style="text-align: center;"> Seller Initials RB Group Initials </p> <div style="display: flex; justify-content: space-around; width: 100%;"> <div style="border: 1px solid black; width: 100px; height: 40px;"></div> <div style="border: 1px solid black; width: 100px; height: 40px;"></div> </div>
Terms & Conditions	<p>This Agreement incorporates by reference the terms and conditions located at https://www.rbauction.com/legal-policies/seller-terms-and-conditions (Terms and Conditions) in force as of the Effective Date ("Terms and Conditions"). By initialing here, the Seller acknowledges that (i) the Seller has received a copy of the Terms and Conditions with this Agreement, (ii) it is the Seller's responsibility to familiarize itself with the Terms and Conditions, and (iii) the Seller is bound by the Terms and Conditions.</p> <div style="text-align: right;"> <div style="border: 1px solid black; padding: 2px;">Seller Initials</div> <div style="border: 1px solid black; width: 100px; height: 40px;"></div> </div>
Refurbishment	The Seller elects to have RB Group arrange for the welding, sandblasting, painting, cleaning, and other refurbishing (the " Refurbishing ") of the Equipment to a standard acceptable to RB Group. : NO Should RB Group organize and pay for the Refurbishing of any part of the Equipment, RB Group will be reimbursed for these costs plus 10.00 % provided that the total cost will not exceed USD0.00 without the Seller's consent.
Fuel/Batteries/Tire Repair Costs	The Seller will reimburse RB Group for the cost plus 10% of fuel, batteries and tire repair as RB Group deems necessary for the demonstration and sale of the Equipment, if applicable.
5. LIENS/ENCUMBRANCES	
ARE THERE ANY LIENS ON THE EQUIPMENT?	NO
SELLER'S INTERNAL CONTACT REGARDING LIENS AND TITLES (Name/Phone/Fax/Email):	<p>Name: Aaron Roth</p> <p>Phone: 1 (530) 681-2619</p> <p>Fax:</p> <p>Email: bllopez@suisun.com</p>



1. If "Yes," please provide information for each of the lien holders for blanket liens below and as requested in the applicable Schedule.
2. Unless otherwise disclosed herein, the undersigned, on behalf of the Seller, certifies that all Equipment is or will be free of all liens, charges, security interests, tax or duty obligations or other encumbrances ("**Encumbrances**") prior to being placed for sale in a Live Auction Event or on the Marketplace(s).
3. The Seller: (i) authorizes RB Group to conduct lien searches on the Equipment; (ii) authorizes RB Group to contact potential lien holders for the disclosure of Encumbrances and to obtain pay-off balances and releases; (iii) consents to the release to RB Group of any and all information pertaining to any such lien, charge, encumbrance or security interest; and (iv) assigns proceeds from the sale of the Equipment as may be required to discharge and satisfy all charges, liens, claims and encumbrances in respect of the Equipment.
4. For greater certainty, lien search fees will apply regardless of the Seller's response.

6. MISCELLANEOUS

Entire Agreement; Priority	This Agreement, together with the Terms and Conditions, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties. In the event of a conflict between the provisions of this Agreement and the Terms and Conditions, this Agreement will control.
Counterparts	This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile, PDF, electronic signature, or acknowledgement email and will hold the same force and effect as an original signature for purposes of binding the parties.
Term	This Agreement is valid only for the Equipment listed on Schedule A and Schedule B from the Effective Date until such Equipment is sold or withdrawn pursuant to the terms of this Agreement.
Currency and Payment	Unless otherwise stated in the Terms and Conditions, all prices noted in this Agreement are listed in the currency of the country in which the Equipment is located at the time such Equipment is offered for sale. The same currency will be used for invoice and payment.

7. ADDITIONAL PROVISIONS

Additional Provisions	Promotion: 2023Q3 RBA 50% \$1000
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

SELLER: City of Suisun City Fire Department

Name:	Aaron Roth	Title:	Acting City Manager
By (Signature):		Date Signed:	(dd/mm/yyyy)

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.

Name:	Cole Blight	Title:	Inside Territory Manager
By (Signature):		Date Signed:	(dd/mm/yyyy)



MULTI-CHANNEL SALES AGREEMENT

Contract #: 00770276

IRONPLANET, INC.			
Name:	Cole Blight	Title:	Inside Territory Manager
By (Signature):		Date Signed:	(dd/mm/yyyy)

SCHEDULE A TO AGREEMENT

EQUIPMENT FOR LIVE AUCTION EVENT

SELLER'S NAME: City of Suisun City Fire Department

#	Item Description – Manufacturer, Model, Serial Number, Description, Auction Event and Date, Delivery	Encumbrance Holder Company/Contact Name/Email Phone/Fax/Account (if none, state 'nil')	Amount Owing on Encumbrance
1	Year: 1999 Manufacturer: Pierce Model: Saber Description: 1999 Pierce Saber Fire Truck Machine Type: Fire Truck Auction Event and Date: California Dealer Dismantler, USA - Dec 22, 2023 Delivery Location: Sacramento - RB Yard Delivery Date: 11/10/2023 (dd/mm/yyyy)	Nil	
2	Year: 1999 Manufacturer: Ford Model: F-250 Description: 1999 Ford F-250 XL Machine Type: :Misc. Truck Auction Event and Date: California Dealer Dismantler, USA - Dec 22, 2023 Delivery Location: Sacramento - RB Yard Delivery Date: 11/10/2023 (dd/mm/yyyy)	Nil	

Legend	
PoR	Price on Request

Seller	RBGroup



SCHEDULE B TO AGREEMENT

EQUIPMENT FOR ONLINE MARKETPLACE SALE

SELLER’S NAME: City of Suisun City Fire Department

Note – Currently there are no assets scheduled to be sold through Marketplace

Seller RBGroup	

**RITCHIE BROS. AUCTIONEERS (AMERICA) INC.**

4000 Pine Lake Rd, Lincoln, Nebraska, United States of America, 68516

Phone: 402.421.3631

Internet: www.rbauktion.com

To Whom It May Concern,

The undersigned party confirms it has entered into a Contract to Auction with **RITCHIE BROS. AUCTIONEERS (AMERICA) INC.** (the "Auctioneer") for the purpose of selling certain assets and equipment (the "Equipment").

The undersigned party hereby authorizes the Auctioneer to conduct searches and contact creditors as required for the disclosure of liens, charges and encumbrances to determine amounts claimed against the Equipment. The undersigned further consents to the release to the Auctioneer of any and all documents or information pertaining to any such lien, charge or other encumbrance whether registered or unregistered, or security interest claimed in any assets of the undersigned.

Owner Name:	City of Suisun City Fire Department		
Authorized Person:	Aaron Roth	Title:	Acting City Manager
Signature:		Date Signed:	(dd/mm/yyyy)

RBA Initials

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AGENDA TRANSMITTAL

MEETING DATE: October 3, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__: Authorizing the Acting City Manager to Execute a Grant Agreement with the State of California Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange (SAVE) Program.

FISCAL IMPACT: The Surrendered and Abandoned Vessel Exchange (SAVE) program grant will provide \$60,000 for the removal and disposal of surrendered, abandoned, and nuisance vessels. In anticipation of receiving this funding, an appropriation for this purpose was included in the FY2023-24 Budget. The grant requires that the City provide a 10% match, and this will be met by the provision of in-kind services, primarily consisting of the Recreation Manager's time, which is included in the current budget.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The Suisun City Marina needs a funding source to deal with abandoned, derelict and nuisance vessels in the marina and in waterways located within the city. Removal of abandoned watercraft from the marina and City waterways would beautify the marina, open additional slip options for potential renters, improve boating safety by reducing navigational hazards, and reduce potential environmental dangers. To facilitate these activities, the city applied to the state for a SAVE grant.

By providing funds for the removal of abandoned vessels and providing a vessel surrender program, the SAVE program grant would be both reactive and proactive. The SAVE program grant may be used for recreational vessels only. Grant funds may not be used for commercial vessels.

STAFF REPORT: The Surrendered and Abandoned Vessel Exchange (SAVE) program grant funds are comprised of a combination of grant funds from the Abandoned Watercraft Abatement Fund (AWAF) and the Vessel Turn-In Program (VTIP), and grant funds may be used by the City for either purpose. Most cities with marinas and/or public waterways participate in the SAVE Program.

Abandoned vessels, as defined by Harbors and Navigation Code section 522 (a), can be removed by the SAVE program grant funds. The city has been receiving SAVE Grant funding since 2017 to remove derelict vessels, and the majority of funding was utilized. The city continues to have demand for derelict vessel removal and the State recognized the need to continue funding for the Suisun Marina.

No vessel would be removed without the city first making every effort to contact and work with the owner of the vessel. Owners of the vessels would be given ample time to address issues pertaining to their vessels. Removal of a vessel would only occur when all other efforts to remedy the situation have been exhausted.

In addition to the removal of abandoned vessels, the SAVE program grant would enable the city to administer a surrendered vessel program. This program would provide a cost-free alternative for boat owners who may otherwise consider abandoning a boat. Boat owners would be required to show proof

that they are the registered owner and sign a release of interest in the boat.

The City's grant application for a SAVE program grant was approved in the amount of \$60,000. The grant term would be from October 3, 2023, through September 30, 2025. Since the grant application has been approved by the state, it requires the City Council to pass a Resolution authorizing the execution of the agreement and naming the signatory of the contract.

STAFF RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 2023-__: Authorizing the Acting City Manager to Execute a Grant Agreement with the State of California Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange (SAVE) Program.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Authorizing the Acting City Manager to Execute a Grant Agreement with the State of California Department of Parks and Recreation Division of Boating and Waterways for the Surrendered and Abandoned Vessel Exchange (SAVE) Program.
2. SAVE-23 Program Grant Agreement

PREPARED BY:

Janet Hull, Recreation Manager

REVIEWED BY:

Kris Lofthus, Deputy City Manager

APPROVED BY:

Aaron Roth, Acting City Manager/Chief of Police

ATTACHMENTS:

1. [Resolution Authorizing the Acting City Manager to Execute a Grant Agreement with the State of CA Dept. of Parks & Rec. Division of Boating.pdf](#)
 2. [SAVE-23 Program Grant Agreement.pdf](#)
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RESOLUTION NO. 2023 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE A GRANT
AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF PARKS
AND RECREATION DIVISION OF BOATING AND WATERWAYS FOR THE
SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE) PROGRAM**

WHEREAS, the City of Suisun City has applied to the California Department of Parks and Recreation Division of Boating and Waterways for grant funds to provide for the removal and disposal of surrendered, abandoned, and nuisance vessels; and

WHEREAS, the Surrendered and Abandoned Vessel Exchange (SAVE) program grant funds are comprised of a combination of grant funds from the Abandoned Watercraft Abatement Fund (AWAF) and the Vessel Turn-In Program (VTIP), and grant funds may be used by the City for either purpose; and

WHEREAS, the Division of Boating and Waterways has approved the application for grant funds in the amount of \$60,000; and

WHEREAS, the grant requires that the City provide a 10% match that may be met by the provision of in-kind services, primarily consisting of the Recreation Manager's time which is included in the current budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby authorizes the Acting City Manager to take all steps necessary to effectuate and execute the SAVE program grant agreement with the California Department of Parks and Recreation Division of Boating and Waterways.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City duly held on Tuesday, the 3rd day of October 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 3rd day of October 2023.

Anita Skinner
City Clerk

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS
GRANT AGREEMENT - CERTIFICATE OF FUNDING

GRANTEE: City of Suisun City
GRANT TITLE: SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE-23)
GRANT AMOUNT: \$60,000.00
GRANT NUMBER: C23SO612
GRANT TERM: _____ through September 30, 2025

The Grantee agrees to the terms and conditions of this agreement, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total State grant amount indicated below and in Exhibit F which is a part of the agreement consisting of: Exhibit A "Project Representatives", Exhibit B "Grant Terms and Conditions", Exhibit C "General Terms and Conditions", Exhibit D "Grantee Certification Clauses", Exhibit E "Darfur Contracting Act", Exhibit F "Application/Scope of Work".

Grantee: City of Suisun City	Agency: Department of Parks and Recreation Division of Boating and Waterways
Address: 800 Kellogg Street, Suisun City, CA 94585 9458	ATTN: Deborah Holmes Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name: Keren Dill
Title of Authorized Representative:	Title: Staff Services Manager II
Date:	Date:

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: City of Suisun City

GRANT TITLE: FY 2023/24 Surrendered and Abandoned Vessel Exchange (SAVE)

GRANT AMOUNT: \$60,000.00

GRANT NUMBER: C23SO612

END DATE: September 30, 2025

AGREEMENT NO C23SO612	AMENDMENT NO	SUPPLIER ID 0000012988		PROJECT NO 3790OTHER
AMOUNT ENCUMBERED BY THIS DOCUMENT \$60,000.00	FUND DESCRIPTION Surrendered and Abandoned Vessel Exchange (SAVE-23)		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900709	Approp. Ref. Fund 3790-101-0577	CHAPTER 12	STATUTE 2023	FISCAL YEAR 2023/24
BUSINESS UNIT 3790	INDEX N/A	PROGRAM 2855023	ACTIVITY CODE 69994	ACCOUNT 5432000

STATE OF CALIFORNIA

Department of Parks and Recreation, Division of Boating and Waterways
P.O. Box 942896, Floor 12
Sacramento CA 94296

SURRENDERED AND ABANDONED VESSELS EXCHANGE (SAVE)

FISCAL YEAR 2023/24

EXHIBIT A - PROJECT REPRESENTATIVES

The services shall be performed in the jurisdiction of: City of Suisun City

State Agency: Division of Boating and Waterways	Grantee (Agency Name): City of Suisun City
Name: Deborah Holmes	Grantee Representative*: Janet Hull
Title: Program Administrator	Title: Harbormaster
Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652	Mailing Address: 800 Kellogg Street, Suisun City, CA 94585 9458
	Remit to Address:
Phone: (916) 902-8821	Phone: (707) 429-2628
Fax:	Fax:
Email: deborah.holmes@parks.ca.gov	Email: jhull@suisun.com

* Grantee representative information may only be changed by giving 30 days written notice to DBW.

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EXHIBIT B - GRANT TERMS AND CONDITIONS

SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE) GRANT PROGRAM

1. PURPOSE OF THE PROGRAM:

- a. Pursuant to its authority under Harbors and Navigation Code (HNC) section 525(1)(a), the Division of Boating and Waterways (DBW) wishes to contract with Grantee for the removal and disposal of:

- (1) Abandoned property as described in HNC 522 (below) within Grantee's jurisdiction as listed in Exhibit A.

HNC Section 522: "Any hulk, derelict, wreck, or parts of any ship, vessel, or other watercraft sunk, beached, or allowed to remain in an unseaworthy or dilapidated condition upon publicly owned submerged lands, salt marsh, or tidelands within the corporate limits of any municipal corporation or other public corporation or entity having jurisdiction or control over those lands, without its consent expressed by resolution of its legislative body, for a period longer than 30 days without a watchman or other person being maintained upon or near and in charge of the property, is abandoned property."

- (2) Surrendered vessels as defined in HNC 526.1

HNC Section 526.1: "surrendered vessel" means a recreational vessel that the verified titleholder has willingly surrendered to a willing public agency under both of the following conditions:

- (a) The public agency has determined, in its sole discretion, that the vessel is in danger of being abandoned, and therefore has a likelihood of causing environmental degradation or becoming a hazard to navigation.
- (b) The decision to accept a vessel is based solely on the potential of the vessel to likely be abandoned and cause environmental degradation or become a hazard to navigation."

- (3) Wrecked or dismantled vessels, or parts thereof, or any other partially submerged object that pose a substantial hazard to navigation, from navigable waterways or adjacent public property, or private property with the landowner's consent.

- b. The funds provided under this Agreement **shall not** be utilized for surrender, abatement, removal, storage, or disposal of commercial vessels. Commercial vessels include those vessels for which the most recent registration or documentation was commercial, even though that registration or documentation may have lapsed.
- c. If Grantee is reimbursed for the costs related to the surrender, abatement, removal, storage, and/or disposal of an eligible water hazard by the registered or legal owner or other person or entity known to have an interest in the water hazard, then the water hazard shall no longer be eligible for funding under this Agreement. Grantee shall notify DBW in writing of such reimbursement and shall return all funds disbursed by DBW to Grantee with respect to such water hazard immediately.
- d. Vessels listed in Exhibit F Application/Scope of Work are considered solely a demonstration of the agency's need for funding, not an approval that the individual

vessels are eligible for SAVE funding.

2. RIGHT OF INSPECTION

Grantee shall allow DBW and other state agency representatives, at any reasonable time, to inspect any site where Grantee or its subcontractors are performing work under this Agreement.

3. ANNUAL MEETING AND GRANT MANAGEMENT WEBINAR

Grantee's representative or alternate shall participate in an annual grant management and regional coordination one-day video or phone conference conducted by DBW during the term of this agreement. Should the Grantee or representative be unable to attend the meeting and cannot provide a substitute from the agency, the Grantee must forward a letter to DBW stating the reason why they cannot attend. DBW must grant approval in writing in order for the Grantee not to be in breach of this Agreement for failure to attend.

All Grantee staff and volunteers are required to view the SAVE Grant Management webinar available on the DBW website prior to performing work on the SAVE grant.

4. TIMELINESS

Grantee agrees to complete the scope of work submitted in its application in a timely fashion.

5. HAZARDOUS MATERIALS

Grantee shall be responsible for securing any necessary or prudent studies, permits, or authorizations associated with treatment, removal, storage, or any other handling of hazardous substances including, but not limited to, toxic waste, petroleum waste, asbestos, and similar substances, prior to the removal of any vessel and water hazard pursuant to this Agreement.

Grantee shall be responsible for the proper and lawful handling, abatement, removal, storage, and/or disposal of any hazardous substances encountered in the execution of this Agreement.

6. TITLES AND LIENS

- a. **Abandoned vessels:** Grantee shall comply with all relevant provisions of the Harbors and Navigation Code regarding notices, hearings and liens in the performance of this Agreement. Grantee (in conjunction with local law enforcement) shall conduct a title search for all vessels presumed to be abandoned, as provided by Harbors and Navigation Code section 526.
- b. **Surrendered vessels:** Grantee shall comply with all relevant provisions of Harbors and Navigation Code section 526.1 in the performance of this Agreement, requiring that a surrendered vessel be that of the "verified titleholder."
- c. Grantee shall comply with all Department of Motor Vehicles notification requirements related to the disposal of vessels and trailers.

7. GRANTEE CITATIONS - ABANDONED VESSELS

Grantee shall, in accordance with HNC 525(a-c), issue the last registered vessel owner a citation for abandoning a vessel and impose a fine of not less than \$1,000 nor more than \$3,000 for violation of this section.

8. MEDIA

Grantee agrees to acknowledge DBW's financial support whenever work funded by this Agreement is publicized in any news media, brochures, or other type of promotional material.

9. MEDIA MATERIALS RELEASE

Grantee agrees to irrevocably grant to California State Parks, Division of Boating and Waterways, its employees, officers, agents, and assigns (hereinafter referred to as "DBW"), the non-exclusive, royalty-free, perpetual and worldwide right and permission to use, reproduce, publish, copy, distribute, alter, license, adapt, and display the photographs, motion pictures, caption information, and/or written quotes (hereinafter referred to collectively as "Photographs"), that the Grantee has submitted to DBW for art, editorial, advertising, marketing, trade, broadcast, print, educational programs, or any other lawful purpose whatsoever, in any and all media. In connection with the foregoing license, the Grantee agrees not to use, reproduce, adapt, or display the Photographs, or allow others to do so, in a manner that tends to subject DBW or its Abandoned Watercraft Abatement Fund Grants (AWAF), Vessel Turn In Program (VTIP) and/or Surrendered and Abandoned Vessel Exchange (SAVE) programs to ridicule, disparagement, mockery, satire, or that could tarnish the image of the DBW's AWAF, VTIP, and/or SAVE programs. Grantee hereby releases and discharges DBW from any and all claims and demands arising out of or in connection with the use of the Photographs, including without limitations, any and all claims for libel, defamation, invasion of privacy, and/or publicity rights. DBW assumes no responsibility for lost or damaged Photographs or for the use of same. DBW may sell, assign, license, or transfer all rights granted to it hereunder.

Grantee also grants DBW and its licensees the unrestricted right to use and disclose its name in connection with use of the Photographs. The Grantee understands that it will not be paid for any use or right granted herein.

Grantee understands and agrees that the Photographs may be used in whole or in part, at any time. The license granted herein to DBW includes the right and permission to conduct or have conducted such alterations to the Photographs as DBW deems necessary. Grantee releases and discharges DBW and agrees to indemnify and hold DBW harmless from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, loss or damage, whether intentional or otherwise, that may occur in the use of the Photographs. Grantee waives any right to inspect or approve any finished product, advertising or other copy that may be used in connection therewith or the use to which it may be applied.

Grantee declares and avows that the Photographs it is submitting to DBW are its own original work in all respects. Grantee is the sole and exclusive owner of the Photographs; they are free, clear, and unencumbered. No part of them is taken from or based on any other work; no part infringes the copyright or any other right of any person; and the reproduction, publication, exhibition, or any other use by DBW of the Photographs in any form whatever will not in any way, directly or indirectly, infringe on the rights of any person. Grantee agrees to indemnify and hold DBW harmless from and against any and all loss, damage, costs, charges, legal fees, recoveries, judgments, amounts paid in settlement, penalties, and expenses that may be obtained against, imposed on, or suffered by DBW by reason of (1) any violation or infringement of any proprietary right or copyright; or (2) any libelous or unlawful matter contained in the Photographs. Grantee also agrees to indemnify and hold DBW harmless for any such amounts arising from its breach of any covenant, representation, or warranty of this agreement.

10. PERMITS AND DOCUMENTATION

Prior to the removal of any abandoned vessel, eligible water hazard, or surrendered vessel,

Grantee shall obtain all necessary permits, authorizations, and documentation necessitated by any applicable provision of law.

11. SECURING OF BIDS

Grantee shall comply with any applicable laws and regulations governing the competitive bidding process when awarding subcontracts under this Agreement. Grantee, upon request, must make available to DBW procurement documents such as requests for proposal, invitations for bid and independent cost estimates.

12. CONTRACTS WITH SERVICE PROVIDERS

All contracts/executed agreements with service providers for which grantee will seek reimbursement must be in writing and shall be executed (signed) prior to commencement of any and all work completed. Grantee will provide to DBW copies of all executed agreements with service providers who are performing work funded by this SAVE grant. Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement. Grantee's agreement number (C23SXXXX) must appear on the certificate of insurance.

13. SUBCONTRACTORS

Grantee agrees that it shall guarantee and shall be responsible for ensuring that any and all of its contractors and subcontractors hold a valid business license and carry general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement; and Grantee agrees that if any of Grantee's contractors or subcontractors fail to fulfill any of these requirements, that Grantee itself carries general commercial liability insurance coverage sufficient to fully insure against any and all risks of hazardous activities associated with the work to be performed under this Agreement, whether performed by the Grantee, Grantee's contractor(s), or Grantee's subcontractor(s). Grantee shall provide DBW with a certificate of insurance from any contractor(s) and subcontractor(s) prior to the commencement of any work under this Agreement. Grantee's agreement number (C23SXXXX) must appear on the certificate of insurance.

14. TRAFFIC CONTROL AND TRAFFIC SAFETY

Grantee shall provide for adequate traffic control and safety measures at any site where Grantee and its subcontractors will perform any work under this Agreement.

15. AIR OR WATER POLLUTION VIOLATION

Grantee warrants that it is not (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Water Code section 13301 for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

16. ENTIRE AGREEMENT

This Agreement consists of the terms of this Agreement and all attachments, which are expressly incorporated herein. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required.

Failure by the Grantee to comply with the terms of any Department of Parks and Recreation grant agreement may jeopardize the grantee's ability to be awarded funding in future funding opportunities offered by the Department of Parks and Recreation.

17. APPROVAL OF AGREEMENT AND AMENDMENTS

This Agreement and any variation thereto is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Commencement of performance prior to approval of this Agreement will be at the Grantee's own risk.

18. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REQUIREMENT

There are no Disabled Veteran Business Enterprise participation requirements with this agreement.

19. AUTHORITY TO CONTRACT

Grantee must provide DBW with evidence of its authority to enter into this Agreement. Grantee may provide a delegation of contracting authority from its local governing body that by law has authority to contract. Alternatively, Grantee shall provide DBW with a resolution, order, motion, or ordinance of its local governing body that by law has authority to contract, authorizing execution of this Agreement.

20. COMPLIANCE WITH LAW AND REGULATIONS

Grantee and its subcontractor(s) shall comply with all applicable laws and regulations of the State of California for all work to be performed under this Agreement. By signing this Agreement, Grantee certifies its compliance and the compliance of all subcontractors with: (a) applicable provisions of the California Environmental Quality Act; (b) Nondiscrimination Program requirements of Government Code section 12990 (a-f) and Title 2, California Code of Regulations, section 8103 (and section 8113 in contracts over \$5,000) along with section 7285 et. seq. of the Fair Employment and Housing Act; (c) Drug-Free Workplace requirement of Government Code section 8350 et seq.; (d) National Labor Relations Board Certification of Public Contract Code section 10296; (e) Workers' Compensation requirement of Labor Code section 3700; and (f) Americans with Disabilities Act regulations issued pursuant to 42 U.S.C. section 12101 et seq.

21. INDEPENDENT CONTRACTOR

Grantee and its employees are independent contractors and shall not be considered officers or employees of DBW or agents of the State of California.

22. INSURANCE REQUIREMENTS

The abatement, removal, storage, and /or disposal of vessels under this Agreement is a hazardous activity. Grantee therefore must maintain commercial general liability insurance in an amount and of a type acceptable to DBW and to the Department of General Services/ Office of Risk and Insurance Management (ORIM).

a. GENERAL PROVISIONS APPLYING TO ALL POLICIES

(1) Coverage Term

Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the grant, a new certificate must be received by the DBW at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the grant.

(2) Policy cancellation or termination & notice of non-renewal

Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the DBW. In the event

Grantee fails to keep in effect at all times the specified insurance coverage, the DBW may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

(3) Deductible

Grantee is responsible for any deductible or self-insured retention contained within their insurance program.

(4) Primary clause

Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

(5) Insurance carrier required rating

All insurance companies must carry a rating acceptable to ORIM. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required by DBW or ORIM.

(6) Endorsements

Any required endorsements requested by the DBW must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

(7) Inadequate Insurance

Inadequate or lack of insurance does not negate the Grantee's obligations under the Agreement.

(8) Use of Subcontractors

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of subcontractor's insurance to the State when requested equal to policies, coverages, and limits required of Grantee.

b. INSURANCE REQUIREMENTS

(1) Commercial General Liability

The Grantee shall maintain general liability on an occurrence form with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent subcontractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability. The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

In the case of Grantee's utilization of subcontractors to complete the contracted scope of work, Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Grantee.

(2) Automobile Liability

The Grantee shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

(3) Watercraft Liability

The Grantee shall maintain watercraft liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of the maintenance and use of any watercraft (owned, hired or non-owned). The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed that is connected with or related to the activities contemplated in this Agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management.

(4) Workers Compensation and Employers Liability

The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under agreement with the State. A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to certificate.

If applicable, Grantee shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this agreement, Grantee acknowledges compliance with these regulations.

c. **ENVIRONMENTAL/POLLUTION LIABILITY**

Grantee shall maintain Pollution Liability for limits not less than \$1,000,000 occurrence covering the Grantee's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this agreement. The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the agreement."

This **endorsement** must be supplied under form acceptable to the Office of Risk and

Insurance Management.

Coverage shall be provided for both work performed on site and during transportation as well as proper disposal of hazardous materials.

d. **SELF INSURANCE**

If the Grantee is self-insured for a portion or all of its insurance, the Grantee shall provide evidence of self-insurance when requested by DBW. Review of financial information including a letter of credit may be required. The DBW reserves the right to request financial information.

e. **STATEMENT OF INSURANCE COVERAGE:**

Grantee certifies and agrees that they have all required insurance coverages as stated in the grant agreement, which will be in effect for the entire term of the agreement.

Approver initials :

Date:

Name:

Title:

23. TERMINATION

- a. DBW may terminate this Agreement for any reason upon thirty (30) days written notice to Grantee.
- b. If the Grantee fails to keep the required insurance in effect at all times during the term of this agreement, DBW may, in addition to other remedies it may have, terminate this agreement upon two days written notice.
- c. DBW may, by two-day written notice to Grantee and without any prejudice to its other remedies, terminate this agreement because of failure of Grantee to fulfill any of the requirements of this agreement.
- d. Upon receipt of any notice terminating this Agreement, Grantee shall immediately discontinue all removal and disposal activities affected, unless the notice directs otherwise. In such event, DBW shall pay Grantee only for removal and disposal activities completed prior to the termination date.
- e. Upon termination of this agreement, Grantee shall promptly return all advanced funds. At DBW's sole discretion, DBW may offer an opportunity to cure any breach prior to terminating for default.

24. ASSIGNMENT

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

25. MATCHING 10% REQUIREMENT

- a. Section 525(C) of the Harbors and Navigation Code states, "A grant awarded by the department pursuant to subparagraph (A) shall be matched by a 10% contribution from the local agency receiving the grant."
- b. The 10% contribution is in addition to funds awarded in the grant and may be made by cash and/or in-kind contributions from agency's personnel hours (net hourly rate

only with no benefits included) for work completed directly toward SAVE program objectives. Other SAVE-related expenses may be used with advance DBW approval in writing.

- c. If using personnel hours for in-kind match, only net, raw hours will be accepted, and verification of in-kind contribution is required with reimbursement request(s). The statement of in-kind hours must be on the form provided by DBW through the Online Grants Application (OLGA), or available upon request, and must include:
 - (1) Activity date
 - (2) Vessel/issue name or description
 - (3) Personnel name
 - (4) Description of SAVE program service provided
 - (5) Number of hours provided by each person (may not exceed more than 8 hours per person per day.)
 - (6) Hourly rate and total value
- d. The burden of proof in complying with the 10-percent contribution requirement is the responsibility of the grantee. Funds will not be disbursed until the grantee has provided DBW with acceptable documentation that it complied with the 10-percent contribution requirement for each disbursement.

26 **BUDGET DETAIL AND PAYMENT PROVISIONS**

a. **Covered Expenses and Reimbursement Claims Processes**

- (1) DBW will reimburse the following contract-negotiated rate expenditures provided by Grantee's contracted service providers, contractors and/or subcontractors, within the scope of the SAVE program for **abandoned** vessels:
 - (a) Raising of submerged vessels from shallow waters. Depth of water over obstruction at low water must be 15 feet or less; objects submerged more than 15 feet at low water are not eligible without prior DBW approval.
 - (b) Mast and/or rigging removal if vessel is in waters greater than 15 feet deep at low water.
 - (c) Vessel removal from accessible locations
 - (d) Hazardous materials (hazmat) removal and disposal
 - (e) Towing
 - (f) Storage
 - i. Without lien sale: 60 days maximum
 - ii. With lien sale: 90 days maximum with justification
 - iii. If stored onsite at Grantee's facility, 50% of the normal rate of charge to the public will be reimbursed, and fee schedule is required for verification.
 - (g) Lien sale expenses: fees charged by lien sale service companies, postage, DMV fees, and advertising costs
 - (h) Public notice advertising
 - (i) Vessel appraisal

- (j) Salvage and demolition
- (2) DBW will reimburse the following contract-negotiated rate expenditures provided by Grantee's contracted service providers, contractors and/or subcontractors, within the scope of the SAVE program for **surrendered** vessels:
 - (a) Vessel and/or hazardous material removal and disposal
 - (b) Towing from grantee's facility to landfill
 - (c) Demolition
- (3) Other expenses may be considered with advance written approval from DBW.
- (4) Ineligible expenses include hand tools, consumables, grantee direct staffing, time and materials from subcontractors, etc. without prior written approval from DBW.

b. Reimbursement claim forms:

Reimbursement claim forms are available in DBW's Online Grant Application System (OLGA) or upon request. Grantee must sign and date each reimbursement claim in blue ink and submit with the following documents to DBW:

(1) Invoices from service providers, contractors and/or subcontractors to Grantee:

Invoices must contain the following:

- (a) Name and address of Grantee
- (b) Contract or invoice number
- (c) Description of service performed
- (d) Date the service was performed
- (e) Location of each service (GPS if possible)
- (f) Vessel name, CF# or HIN# if available; otherwise, description of vessel

(2) Proof of payment for all invoices.

The following acceptable forms of proof are:

- (a) Cancelled check (with bank's cancelled stamp on back of check copy)
- (b) Copy of credit card statement charge slip
- (c) Invoices from service provider showing zero balance.
- (d) Proof of Accounting Clearing House (ACH) or Electronic transfer showing date, amount and transaction confirmation number.

(3) 10% in-kind match contribution statement:

- (a) If Grantee is matching the 10% requirement with in-kind services, complete the DPR265 Itemized 10% In-kind Contribution Statement located in OLGA or available upon request.
- (b) Only net hourly rates will be accepted. Grantee must include verification of net rates with first claim and each time rates change.

(4) Photos of vessels (Required)

- (a) **One photo** showing the vessel where it was abandoned and the CF or HIN number (if available). If the CF number is not visible/available, photo must show description used on clam form. Photos of surrendered vessels need to show the CF or HIN number, if

available.

(5) For Surrendered Vessels ONLY:

Statement of Vessel Release of Interest and Ownership: to be completed and signed by vessel owner(s) and SAVE agency representative (SAVE AGENCY ONLY section). DBW release form can be downloaded from OLGA.

One proof of vessel ownership must be provided. This can be a copy of the Certification of Ownership (title/pink slip or Coast Guard document) signed by the owner, DMV registration form; or a DMV issued junk slip. Power of Attorney or DMV issued marina lien documents the marina has legal interest are also acceptable. Keep the originals and provide DBW with copies.

NOTE: Vessel ownership verification is required; however, it is not required that boat owners bring their registration up to date to surrender their vessel through the VTIP.

(6) DO NOT INCLUDE DOCUMENTATION THAT IS NOT REQUIRED such as incident reports, CLETS printouts, internal routing forms, accounting journals, etc.

- c. Submit one (1) hard copy and one (1) electronic copy of each reimbursement claim form and all supporting document to:

Division of Boating and Waterways

4940 Lang Avenue H Dock

McClellan Park, CA 95652

Attention: SAVE Program Manager

Email: deborah.holmes@parks.ca.gov

- d. Submission of fraudulent invoices or other claim documentation is a breach of this Agreement, which shall result in forfeiture of all funds advanced and provided under this agreement.
- e. The Grantee shall maintain accounting records in accordance with Generally Accepted Accounting Principles.
- f. All requests for payment must be submitted to DBW no later than 45 days after the expiration date of the agreement. DBW is not obligated to make any payment on any reimbursement request(s) received or for any services completed after this date.

27. BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program; this Agreement shall be of no further force and effect. In this event, DBW shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DBW shall have the option to either cancel this Agreement with no liability occurring to DBW, or offer an agreement amendment to Grantee to reflect the reduced amount.

28. INDEMNIFICATION

Grantee shall be responsible for, and DPR shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related in any way to activities carried out by Grantee, its agents, officers, contractors, subcontractors and/or employees, under this Agreement Grantee shall protect, hold harmless, indemnify and defend DPR, its agents, officers, and/or employees against any and all actions, claims, and damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with Grantee or Grantee's contractor's or subcontractor's activities hereunder, whether or not there is concurrent passive negligence on the part of DPR, its agents, officers, and/or employees.

29. FUNDS ASSIST

The Funds Assist process has been developed by DBW as a method for grantees with excessive, unused funds to assist other participating SAVE agencies in need. Funds Assist is a voluntary action (by both agencies) until within three (3) months of the expiration date of the grant at which time it will become a required action of those agencies with remaining grant balances, at DBW's discretion.

The Funds Assist process works as follows:

- a. An introduction is made by DBW between the agency with excessive funds (Agency A) and the agency in need (Agency B).
- b. A deadline shall be imposed by DBW for the work to be completed by Agency B.
- c. Agency B pays for all contractor invoices, as is required with the SAVE grant.
- d. The 10% required match is the obligation of Agency B and may be met with cash, in-kind services, or a combination of both.
- e. To obtain reimbursement, Agency B will be required to supply the following to Agency A:
 - (1) A Tax Identification Form (W-9)
 - (2) All requirements/documents apply as outlined in this agreement under #24
 - (3) A statement on Agency B's letterhead invoicing Agency A for the total reimbursement request.
 - (4) Copies of completed forms and support documents to DBW for pre-approval.
- f. Agency A completes the following actions:
 - (1) Upon approval by DBW, pay Agency B the invoiced amount within 30 days and record as a pass-through grant (or use your accounting method preference).
 - (2) Complete DBW's Abandoned Vessel and/or Surrendered Vessel Reimbursement Claim Form and attach all supporting documents as listed in item b, c & d above, including the verification of payment to Agency B i.e., cancelled check or statement from Agency B of payment received.
 - (3) Email the documents to the DBW program administrator for review. Once reviewed and approved, send finalized claim forms to DBW for payment processing.

DBW will act as a courtesy liaison between the agencies to ensure (as much as possible) that documents are correctly processed.

30. FUNDS ASSIST INDEMNIFICATION

Grantee and sub grantee (hereafter known as Agency A and Agency B respectively) shall be responsible for, and DPR shall not be answerable or accountable in any manner for, any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related in any way to activities carried out by Agency A and B, its agents, officers, contractors, subcontractors and/or employees, under this Agreement Agency A and B shall protect, hold harmless, indemnify and defend DPR, its agents, officers, and/or employees against any and all actions, claims, and damages to persons or property, penalties, obligations and liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with Agency A and B's contractor's or subcontractor's activities hereunder, whether or not there is concurrent passive negligence on the part of DPR, its agents, officers, and/or employees.

If Agency B is a recipient of a current SAVE grant, as depleted or with insufficient funds for removal project, and receives assistance through the Funds Assist process, all provisions of the SAVE grant applies.

Approver initials: _____ Date: _____

Name: _____

Title: _____

31. 90-DAY RETURN OF GRANT DOCUMENTS TO DBW

Grant agreements issued to the awarded agency must be completed and returned within 90 days of the date of issuance according to the instructions issued by DBW with the grant agreement. If extenuating circumstances prevent the ability of the agency to meet this deadline, approval from DBW must be obtained in writing. DBW retains the right to determine approval or denial of extensions.

32. ANTI-CORRUPTION

SAVE grantees are required to report to DBW any written, suggested, or verbally implied cases whereby a contractor, subcontractor or other service provider increases their fee(s) due to the existence of a Grantee's SAVE grant, or inquires about the amount/balance of a SAVE grant in order to increase their fee(s), for possible investigation of price gouging. A two year history of charges applied to work of all known SAVE grant work by that contractor will be required by DBW for review.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Grantee may not commence performance until such approval has been obtained.

2. **EFFECTIVE DATE:**

Effective date means either the start date or the approval date by the Department of General Services (DGS), whichever is later. In cases where DGS approval is not required, this Agreement is of no force or effect until the date of the last DBW signature. No work shall commence until the effective date.

3. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

4. **ASSIGNMENT:**

This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.

5. **AUDIT:**

Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated.** Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION:**

Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the subcontractor or Grantee in the performance of this Agreement.

7. **DISPUTES:**

Grantee shall continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner

herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

9. RECYCLING CERTIFICATION:

The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.(See Cal. Code Regs., tit. 2, §11105.)

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The GRANTEE CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, as outlined in Exhibit B, item #24.

14. GOVERNING LAW:

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Grantee by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - (1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - (2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and

compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a. If for this Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

GRANTEE CERTIFICATION CLAUSES

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)		Federal ID Number
City of Suisun City		94-6000437
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	
	Solano	

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the person's or organization's policy of maintaining a drug-free workplace;
 - (3) any available counseling, rehabilitation and employee assistance programs; and,
 - (4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - (1) receive a copy of the company's drug-free workplace policy statement; and,
 - (2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

5. EXPATRIATE CORPORATIONS:

Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY:

For contracts of \$100,000 or more, GRANTEE certifies that GRANTEE is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION:

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT:

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE:

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Grantees that are not another state agency or other governmental entity.

EXHIBIT E – DARFUR CONTRACTING ACT

If your agency hires a contractor to complete work under this grant, the contractor must fill out and sign the Darfur Contracting Act form prior to execution of the contract. A Sample of The Darfur Contracting Act form is provided on the next page; this form (DGS PD 1) can also be downloaded from the California Department of General Services website.

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.

EXHIBIT E – DARFUR CONTRACTING ACT

SAMPLE FORM

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States.

For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed) {grantee_name}	Federal ID Number {fed_id}
By (Authorized Signature) {agy_sign_name}	Date {agy_sign_dt}
Printed Name and Title of Person Signing {agy_sign_name}, {agy_sign_dsg}	

OPTION #2 - WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed) {grantee_name}	Federal ID Number {fed_id}
By (Authorized Signature) {agy_sign_name}	Date {agy_sign_dt}
Printed Name and Title of Person Signing {agy_sign_name}, {agy_sign_dsg}	

General

1 Applicant Information

- a. Applicant Name City of Suisun City
- b. Organizational Unit
- c. Address 800 Kellogg Street
- d. Address 2
- e. City Suisun City State CA Zip 94585-9458
- f. Federal ID Number 94-6000437 Unique Entity Id.
- g. Agency Type
- ☒ City ☐ County
- ☐ Federally or State Recognized Native American Tribe ☐ District

Goals and Objectives

Based on an agencies application, DBW will prioritize funding according to agencies with the most need, cost efficient methods, and effective prevention strategies. Additionally, points are awarded for agencies that work with their local private marina owners in the prevention of abandoned vessels.

2 Project Information

- a. Project Name Surrendered and Abandoned Vessel Exchange (SAVE) Fiscal Year 2023/2024
- b. Is implementing agency same as Applicant ☒ Yes ☐ No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2023 End Date Sep-30-2025
- e. Amount of Funds Requested \$60,000.00 Project Cost \$66,000.00

3. Billing Address

If billing address is different than Applicant and/or Contact, please provide

- a. Billing Agency Name:

Address:

City:

State:

Zip:

Phone:

3 Contacts

a. Project Administrator

Name	Janet Hull				
Title	Harbormaster				
Mailing Address	800 Kellogg Street				
City	Suisun City	State	CA	Zip	94585-9458
Telephone	(707) 421-7201			Fax	
E-mail Address	jhull@suisun.com				

1. Minimum Qualifications

1. Does your agency have an enforcement program to address abandoned boats? ☒ Yes ☐ No

If Yes, describe

The Suisun City Harbor Masters Office together with the Suisun City Police Department have been tasked with the enforcement and removal of abandoned vessels on the sloughs and waterway in or around the City of Suisun City.

2. Attach ordinance, resolution, or municipal code authorizing your agency's involvement and its jurisdiction for prevention and removal of abandoned vessels and accepting surrendered vessels. [37448_0_173_SC Marina Ordinance.pdf](#)

3. Has your agency been out of compliance with the terms of any other Department of Parks and Recreation contract or grant agreements within the past 3 years? ☐ Yes ☒ No

1. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

- | | | | | |
|--|--|---|--|--|
| <input type="checkbox"/> State Senate 01 | <input type="checkbox"/> State Senate 02 | <input checked="" type="checkbox"/> State Senate 03 | <input type="checkbox"/> State Senate 04 | <input type="checkbox"/> State Senate 05 |
| <input type="checkbox"/> State Senate 06 | <input type="checkbox"/> State Senate 07 | <input type="checkbox"/> State Senate 08 | <input type="checkbox"/> State Senate 09 | <input type="checkbox"/> State Senate 10 |
| <input type="checkbox"/> State Senate 11 | <input type="checkbox"/> State Senate 12 | <input type="checkbox"/> State Senate 13 | <input type="checkbox"/> State Senate 14 | <input type="checkbox"/> State Senate 15 |
| <input type="checkbox"/> State Senate 16 | <input type="checkbox"/> State Senate 17 | <input type="checkbox"/> State Senate 18 | <input type="checkbox"/> State Senate 19 | <input type="checkbox"/> State Senate 20 |
| <input type="checkbox"/> State Senate 21 | <input type="checkbox"/> State Senate 22 | <input type="checkbox"/> State Senate 23 | <input type="checkbox"/> State Senate 24 | <input type="checkbox"/> State Senate 25 |
| <input type="checkbox"/> State Senate 26 | <input type="checkbox"/> State Senate 27 | <input type="checkbox"/> State Senate 28 | <input type="checkbox"/> State Senate 29 | <input type="checkbox"/> State Senate 30 |
| <input type="checkbox"/> State Senate 31 | <input type="checkbox"/> State Senate 32 | <input type="checkbox"/> State Senate 33 | <input type="checkbox"/> State Senate 34 | <input type="checkbox"/> State Senate 35 |
| <input type="checkbox"/> State Senate 36 | <input type="checkbox"/> State Senate 37 | <input type="checkbox"/> State Senate 38 | <input type="checkbox"/> State Senate 39 | <input type="checkbox"/> State Senate 40 |

2. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

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|--|--|---|--|
| <input type="checkbox"/> State Assembly 01 | <input type="checkbox"/> State Assembly 02 | <input type="checkbox"/> State Assembly 03 | <input type="checkbox"/> State Assembly 04 |
| <input type="checkbox"/> State Assembly 05 | <input type="checkbox"/> State Assembly 06 | <input type="checkbox"/> State Assembly 07 | <input type="checkbox"/> State Assembly 08 |
| <input type="checkbox"/> State Assembly 09 | <input type="checkbox"/> State Assembly 10 | <input checked="" type="checkbox"/> State Assembly 11 | <input type="checkbox"/> State Assembly 12 |
| <input type="checkbox"/> State Assembly 13 | <input type="checkbox"/> State Assembly 14 | <input type="checkbox"/> State Assembly 15 | <input type="checkbox"/> State Assembly 16 |
| <input type="checkbox"/> State Assembly 17 | <input type="checkbox"/> State Assembly 18 | <input type="checkbox"/> State Assembly 19 | <input type="checkbox"/> State Assembly 20 |
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| <input type="checkbox"/> State Assembly 45 | <input type="checkbox"/> State Assembly 46 | <input type="checkbox"/> State Assembly 47 | <input type="checkbox"/> State Assembly 48 |
| <input type="checkbox"/> State Assembly 49 | <input type="checkbox"/> State Assembly 50 | <input type="checkbox"/> State Assembly 51 | <input type="checkbox"/> State Assembly 52 |
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| <input type="checkbox"/> State Assembly 65 | <input type="checkbox"/> State Assembly 66 | <input type="checkbox"/> State Assembly 67 | <input type="checkbox"/> State Assembly 68 |
| <input type="checkbox"/> State Assembly 69 | <input type="checkbox"/> State Assembly 70 | <input type="checkbox"/> State Assembly 71 | <input type="checkbox"/> State Assembly 72 |
| <input type="checkbox"/> State Assembly 73 | <input type="checkbox"/> State Assembly 74 | <input type="checkbox"/> State Assembly 75 | <input type="checkbox"/> State Assembly 76 |
| <input type="checkbox"/> State Assembly 77 | <input type="checkbox"/> State Assembly 78 | <input type="checkbox"/> State Assembly 79 | <input type="checkbox"/> State Assembly 80 |

3. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

- | | | |
|---|---|--|
| <input type="checkbox"/> Congressional District 1 | <input type="checkbox"/> Congressional District 2 | <input checked="" type="checkbox"/> Congressional District 3 |
| <input type="checkbox"/> Congressional District 4 | <input type="checkbox"/> Congressional District 5 | <input type="checkbox"/> Congressional District 6 |

EXHIBIT F - Grant Application: Letter of Intent, Scope of Work and Work Plan

- | | | |
|--|--|--|
| <input type="checkbox"/> Congressional District 7 | <input type="checkbox"/> Congressional District 8 | <input type="checkbox"/> Congressional District 9 |
| <input type="checkbox"/> Congressional District 10 | <input type="checkbox"/> Congressional District 11 | <input type="checkbox"/> Congressional District 12 |
| <input type="checkbox"/> Congressional District 13 | <input type="checkbox"/> Congressional District 14 | <input type="checkbox"/> Congressional District 15 |
| <input type="checkbox"/> Congressional District 16 | <input type="checkbox"/> Congressional District 17 | <input type="checkbox"/> Congressional District 18 |
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| <input type="checkbox"/> Congressional District 46 | <input type="checkbox"/> Congressional District 47 | <input type="checkbox"/> Congressional District 48 |
| <input type="checkbox"/> Congressional District 49 | <input type="checkbox"/> Congressional District 50 | <input type="checkbox"/> Congressional District 51 |
| <input type="checkbox"/> Congressional District 52 | <input type="checkbox"/> Congressional District 53 | |

4. County

Select one or more of the California Counties where the proposed project activities will occur.

- | | | | | | |
|---------------------------------------|--|--------------------------------------|--|-------------------------------------|--|
| <input type="checkbox"/> Alameda | <input type="checkbox"/> Alpine | <input type="checkbox"/> Amador | <input type="checkbox"/> Butte | <input type="checkbox"/> Calaveras | <input type="checkbox"/> Colusa |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte | <input type="checkbox"/> El Dorado | <input type="checkbox"/> Fresno | <input type="checkbox"/> Glenn | <input type="checkbox"/> Humboldt |
| <input type="checkbox"/> Imperial | <input type="checkbox"/> Inyo | <input type="checkbox"/> Kern | <input type="checkbox"/> Kings | <input type="checkbox"/> Lake | <input type="checkbox"/> Lassen |
| <input type="checkbox"/> Los Angeles | <input type="checkbox"/> Madera | <input type="checkbox"/> Marin | <input type="checkbox"/> Mariposa | <input type="checkbox"/> Mendocino | <input type="checkbox"/> Merced |
| <input type="checkbox"/> Modoc | <input type="checkbox"/> Mono | <input type="checkbox"/> Monterey | <input type="checkbox"/> Napa | <input type="checkbox"/> Nevada | <input type="checkbox"/> Orange |
| <input type="checkbox"/> Placer | <input type="checkbox"/> Plumas | <input type="checkbox"/> Riverside | <input type="checkbox"/> Sacramento | <input type="checkbox"/> San Benito | <input type="checkbox"/> San Bernardino |
| <input type="checkbox"/> San Diego | <input type="checkbox"/> San Francisco | <input type="checkbox"/> San Joaquin | <input type="checkbox"/> San Luis Obispo | <input type="checkbox"/> San Mateo | <input type="checkbox"/> Santa Barbara |
| <input type="checkbox"/> Santa Clara | <input type="checkbox"/> Santa Cruz | <input type="checkbox"/> Shasta | <input type="checkbox"/> Sierra | <input type="checkbox"/> Siskiyou | <input checked="" type="checkbox"/> Solano |
| <input type="checkbox"/> Sonoma | <input type="checkbox"/> Stanislaus | <input type="checkbox"/> Sutter | <input type="checkbox"/> Tehama | <input type="checkbox"/> Trinity | <input type="checkbox"/> Tulare |
| <input type="checkbox"/> Tuolumne | <input type="checkbox"/> Ventura | <input type="checkbox"/> Yolo | <input type="checkbox"/> Yuba | | |

3. Jurisdictional Control

List all waterbodies that are in your jurisdictional control and fill in the chart for each - What are your Primary Responsibilities in your AOR - Objective 4: Existence of an Active Enforcement Program

Waterbody Name	Acres or square miles of this waterbody in your jurisdiction	What are the corporate limits of your agency's jurisdictional control in each waterbody?	List all other agencies who share jurisdictional control of this waterbody.	Identify which agency has lead jurisdiction for removing abandoned vessels and accepting surrendered vessels in this waterbody.	How often does your agency monitor this area?	Identify your primary responsibilities in this waterbody
Suisun Slough	10 miles	Assist with area South of Suisun to Hunters Cut	Solano County Sherriff, US Coast Guard	City of Suisun City	bi-weekly	Enforcing laws related to boating safety and environmental protection, responding to emergency situations, and maintaining navigational waterways
Suisun City Marina and key water ways	1 mile	Waterway north of power lines south of the launch ramp	Solano County Sherriff, US Coast Guard	City of Suisun City	daily	Enforcing laws related to boating safety and environmental protection, responding to emergency situations, and maintaining navigational waterways

4. Staff Dedicated to Abandoned and Surrendered Vessel Activities

Staff Dedicated to Abandoned and Surrendered Vessel Activities - Objective 4: Existence of an active enforcement program

List staff assigned in their job duties to the removal of abandoned vessels and receipt of surrendered vessels.	Total number of Hours Per Week dedicated to removal	Total number of hours Per Week dedicated to receipt	Total hours Per Week

EXHIBIT F - Grant Application: Letter of Intent, Scope of Work and Work Plan

	of abandoned vessels	of surrendered vessels	
Janet Hull, Marina Manager	1.50	2.00	3.50
Trenton Clark, Marina Staff	1.50	1.00	2.50

Objective 1: Prevention

- Does your agency participate in the Surrendered Vessel Program? ☒ Yes ☐ No
- Select activities, enter number of brochures and info on how your agency promotes vessel surrendering efforts

Number of brochures distributed per year at:

# of Brochures	List names of Events
20	Suisun City 4th of July Community Event
20	Suisun Christmas on the Waterfront

# of Brochures	List names of Marinas
100	Suisun City Marina

# of Brochures	List names of Other Activities
20	Virgils Fishing Derby

Publicity Efforts:

- ☒ Advertised on your website
- ☒ Agency newsletters
- ☒ PSAs, billboards
- ☒ Social media
- ☐ Other

Question 7

- Did your agency have a plan to increase the number of surrendered vessels accepted over the last calendar year? If so, what was the plan and what were the results?. Additionally, what is your plan to increase the number of surrendered vessels you accept this year?

The City of Suisun City's plan for increasing the number of turned in vessels the next calendar year is to continue to increase exposure of the Vessel Turn-in program on social media. In addition, to increased social media, the Marina staff will work together with the Suisun City police department's code compliance officers to increase program awareness when a derelict boat related code compliance violation occur. For example the code compliance officer can refer the resident to the surrendered vessel program with a warning instead of a citation regarding their boat.

Question 8

- How often does your agency coordinate with local boating groups or marinas to inform them of the vessel surrendered program? Describe activities and identify groups/marina's contacted in the last calendar year. (Answer only if you selected 'Yes' to Q 5.)

The Suisun City Marina is a City run marina. Information regarding the vessel surrender program is posted on all of our bulletin boards. The marina regularly sends out information to all of its tenants letting them know of the vessel surrender program in the monthly newsletter. We also advertise the vessel surrender program to our local bait shops, yacht club, and special events.

Objective 1: Prevention

9. Do you accept surrendered vessels from boaters outside your jurisdiction? ☒ Yes ☐ No

If so, how many surrendered vessels have you received in the last calendar year? 2

If not, identify why?

10. Describe how your agency monitors abandoned vessel activity in your jurisdiction. Select all that apply.

- ☒ Routine patrol of jurisdiction
- ☒ Visit marinas/dockwalks
- ☒ Direct contact with boat owners
- ☒ Check vessel registration
- ☒ Check seaworthiness (listing, occupancy, trash, bilge running, operable lights)
- ☒ Abandoned vessel mapping and tracking
- ☐ Multi-agency coordination
- ☐ Utilize NASA data

11. Describe additional methodologies, if any, (besides participation in SAVE) your agency use **to prevent abandoned vessels within its jurisdiction?**

We utilize an identification and notification method to identify abandoned vessels and/or potential abandoned vessels. We notify their owners, allowing them to take corrective action before the owner gets a ordinance violation citation and/or the owners vessel becomes a hazard. Additional methodologies include surveillance cameras and marine patrol unit patrolling to prevent abandonment.

Objective 2: Control

12. Describe methodologies, if any, you have implemented to control and **prevent abandoned vessels from entering your jurisdiction from other areas.**

The City's police department have cameras installed around the marina and the City to deter people from abandoning vessels in our jurisdiction. Marina staff and the police department patrol the waterways.

13. Does your agency collaborate with neighboring SAVE grantees that manage abandoned and surrendered vessels? ☐ Yes ☒ No

If yes, list agencies and describe collaboration.

14. **Does your agency have any special circumstances and/or conditions that contribute to abandoned vessels in your jurisdiction? Explain circumstances/conditions.**

Yes, the issue of homelessness in both land and waterways within our jurisdiction has contributed to the incidence of abandoned vessels. Individuals experiencing homelessness purchase derelict boats for use as a dwelling, and subsequently abandon the vessels once they are no longer operational or have been reported as unregistered, leading to an increase in the number of abandon vessels.

Objective 5: SNHAP

15. Does your agency have a Submerged Navigational Hazard Abatement Plan (SNHAP)? ☒ Yes ☐ No

If Yes, attach copy.

[37469_0_230_SNHAP Plan.docx](#)

16. Summarize the detailed process in your SNHAP for the abatement of non-vessel related navigational hazards and commercial vessels.
- Non-vessel related water hazards at Suisun City Marina and slough: Dockwalks and boat patrols are conducted regularly to identify and mitigate debris and submerged navigational hazards, with small debris being picked up for disposal. Large floating debris is towed to a containment corral near the launch ramp, and the US Army Corps of Engineers is contacted for removal when the corral is full. Any natural items that wash up above the high water line are to be reported to the Public Works Department for assistance in removal.
- Abatement for commercial vessels: If found adrift, the vessel should be secured to a safe moorage or relocated to a marina slip. A report should be created, including the vessel's identification details, geographic location, and condition, and efforts should be made to identify and contact the owner. If the owner is unresponsive or not found, the HNC lien process should be followed. If the vessel is stable for impound, it should be impounded, and if not, immediate removal should take place, following the HNC statutory process for disposing of abandoned vessels. The USCG and US Army Corps of Engineers should be contacted for removal assistance, if required.
17. Identify the SNHAP's funding source for the control/abatement of **non-vessel related** water hazards, hazardous floating debris (such as logs), submerged objects and abandoned piers and pilings

Non-vessel related hazards and SNH are typically funded within the City's Marina budget.

Questions 18 - 21a

Has your agency been involved in abatement activities during the past 3 calendar years? ☒ Yes ☐ No

If so, answer the following:

Yearly average number of abandoned vessels removed and destroyed over the past 3 calendar years. 4

18. What was the average cost to remove and destroy abandoned vessels of 30' or less in the **last calendar year**? 1,000.00

18 a. What was the average cost to remove and destroy abandoned vessels 30' or less in the **past 3 calendar years**? 800.00

19. What was the average cost to remove and destroy abandoned vessels 31' or more in the **last calendar year**? 12,000.00

19 a. What was the average cost of disposal to remove and destroy abandoned vessels 31' or more in the **past 3 calendar years**. 9,500.00

Has your agency been involved in surrendered vessel activities during the past 3 calendar years? ☒ Yes ☐ No

If so, answer the following:

Yearly average number of surrendered vessels removed and destroyed over the past 3 calendar years. 6

20. What was the average cost to receive and destroy surrendered vessels 30' or less **last calendar year**? 700.00

20 a. What was the average cost to receive and destroy surrendered vessels 30' or less over the **past 3 calendar years**? 600.00

21. What was the average cost to receive and destroy surrendered vessels 31' or more **last calendar year**? 12,000.00

21 a. What was the average cost to receive and destroy surrendered vessels 31' or more in the **past 3 calendar years**? 9,000.00

Questions 22 - 30

22. Identify the last three SAVE grants awarded and the percentage of unspent funding that was left in each grant.

ONLY LIST CLOSED GRANTS

Name of SAVE grants awarded	Year Awarded	Amount Awarded	Percentage of funding left over
SAVE 21	2021	50,000.00	1
SAVE 19	2019	50,000.00	50
SAVE 17	2017	50,000.00	0

23. Identify the number of personnel currently working in the program with more than 2 years' experience managing the SAVE program. 2
24. What process/method/practice have you implemented in the last 24 months to reduce the cost of removal and destruction of abandoned or surrendered vessels? To reduce costs of removal and destruction of abandoned and surrendered vessels we process all boat under 24' in-house which saves us a significant amount of money.
25. Does your agency have additional funding sources (other than SAVE) for disposal of abandoned vessels in the event you run out of grant funding or are not awarded the full grant request? ☐ Yes ☒ No
If yes, list
26. Do you or a partner agency have abandoned vessel storage capabilities that can be used by your agency at no cost to SAVE? ☒ Yes ☐ No
27. Does your agency have access/ability to dispose of vessels at a local or neighboring landfill? ☒ Yes ☐ No
28. Number of current abandoned vessels in your jurisdiction ready to be destroyed? 2
How were these vessels identified? Vessels are submerged unregistered or marked causing navigational hazards.
29. Number of current surrendered vessels in your jurisdiction ready to be destroyed? 6
How were these vessels identified? The boats were abandoned at the marina by marina tenants and currently in the lien process. The City has taken ownership of the vessels and will be surrendering them.
30. Did you collaborate with marinas in your jurisdiction to identify the number of potential surrendered vessels listed in your budget? ☒ Yes ☐ No
If yes, list marinas. Suisun City Marina (City's marina)

Budget

List Identified Abandoned Vessels (CF #s)	Total number of vessels	VESSEL LENGTH	ESTIMATED COST
21' Aluminum. No CF	1	21'	500.00
19' fishing boat no CF	1	19'	900.00
Total	2		1,400

List Identified Surrendered Vessels (CF #s)	Total number of vessels	VESSEL LENGTH	ESTIMATED COST
CF9392EX	1	27'	7,000.00
CF5954EP	1	26'	7,000.00
CF3407HR	1	24'	6,500.00
Raven Sailboat	1	36'	12,000.00
Total	4		32,500.00

Estimate Future Abandoned Vessels	Total number of vessels	VESSEL LENGTH	ESTIMATED COST
under 24'	2	20'	1,400.00
over 24'	1	32'	11,000.00
Total	3		12,400.00

Justification:

We typically have 3 abandoned vessel per grant cycle. the smaller boats can be processed in-house. Budgeted for one to be processed using a salvage company.

Estimate Future Surrendered Vessels	Total number of vessels	VESSEL LENGTH	ESTIMATED COST
under 24'	5	20'	3,500.00
over 24'	2	27'	10,200.00
Total	7		13,700.00

Justification:

There is always a demand for surrendered boats. We estimate at least 5 surrendered to be processed in-house and one to require an outsourced salvage company to assist with removal and salvage.

TOTAL REQUEST	60,000
PLUS 10% MATCH	6,000
TOTAL PROJECT COST	66,000

1. Applicant Certification

Per Harbors and Navigation Code 525 (C) "A grant awarded by the department pursuant to subparagraph (A) shall be matched by a 10% contribution from the local agency receiving the grant." Matching fund may be rendered in cash, or through in-kind contributions which must be verified, and are at the discretion of DBW. These contributions may include (but are not limited to) the following: administrative costs, personnel hours, removal, and/or storage.

Grant monies WILL NOT be reimbursed by DBW unless 10% match for each reimbursement claim is met.

- a. ☒ Under penalty of perjury, I certify that I have examined this application and the document(s), proposal(s), and statement(s) submitted in conjunction herewith, and that to the best of my information and belief, the information contained herein is true, accurate, correct, and complete.
- b. ☒ I certify that I am the person authorized to submit this application on behalf of the applicant.

Prepared by: Name: Janet Hull Date: 04/28/2023

Reviewed by: Name: Kris Lofthus Date: 04/28/2023

Approving Officer: Name: Greg Folsom Date: 04/28/2023

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AGENDA TRANSMITTAL

MEETING DATE: October 3, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__: Adopting the 1st Amendment to the Annual Appropriation Resolution No. 2023-88 to Appropriate Funds for the Sidewalk Gap Closure Project Through the Transportation Fund for Clean Air Grant.

FISCAL IMPACT: There would be no fiscal impact in General Fund as the expenditures are grant funded.

STRATEGIC PLAN: Provide Good Governance and Ensure Fiscal Solvency

BACKGROUND: On January 3, 2023, the City Council approved the acceptance of the Transportation Fund for Clean Air (TFCA) Grant in the amount of \$95,000 for the Sidewalk Gap Closure Project (Project). In order to expend funds and receive revenues, an amendment to the Annual Appropriation Resolution is required to be adopted by the City Council.

STAFF REPORT: On August 8, 2023, the City Council authorized the City Manager to enter into a construction contract with the low bidder, Quimu Contracting, for the Sidewalk Gap Closure Project (Project) in the amount of \$74,900/. This included a contingency in the amount of the remaining balance of \$20,100 in the construction budget towards in-house inspections, in-house construction management, and addressing unforeseen items, and to take any and all necessary and appropriate actions to implement the contract. Due to staff oversight, a budget amendment was not included with the Resolution.

The Project will fill in the gap in the sidewalk system around the parcel located at the southeast corner of Marina Boulevard and Buena Vista Drive, specifically along the south side of Buena Vista Avenue from a point approximately 100 feet west of Rio Verde to Marina Boulevard, as well as along the east side of Marina Boulevard from Buena Vista Avenue to a point approximately 320 feet south of Buena Vista Avenue.

STAFF RECOMMENDATION: It is recommended that the City Council adopt the following Resolution No. 2023-__: Adopting the 1st Amendment to the Annual Appropriation Resolution No. 2023-88 to Appropriate Funds for the Sidewalk Gap Closure Project Through the Transportation Fund for Clean Air Grant

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2023-__: Adopting the 1st Amendment to the Annual Appropriation Resolution No. 2023-88 to Appropriate Funds for the Sidewalk Gap Closure Project Through the Transportation Fund for Clean Air Grant.
 2. Location Map.
-

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Lakhwinder Deol, Finance Director

APPROVED BY:

Aaron Roth, Acting City Manager/Chief of Police

ATTACHMENTS:

1. [Resolution Adopting the 1st Amendment to the Annual Appropriation Resolution No. 2023-88 to Appropriate Funds for the Sidewalk Gap Closure Project.pdf](#)
2. [Location Map.pdf](#)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE 1st AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2023-88
TO APPROPRIATE FUNDS FOR THE SIDEWALK GAP CLOSURE PROJECT THROUGH TRANSPORTATION
FUND FOR CLEAN AIR GRANT.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:

		Increase/ (Decrease)
TO:	Public Works Transportation Fund	\$ 95,000
	Total	<u>\$ 95,000</u>

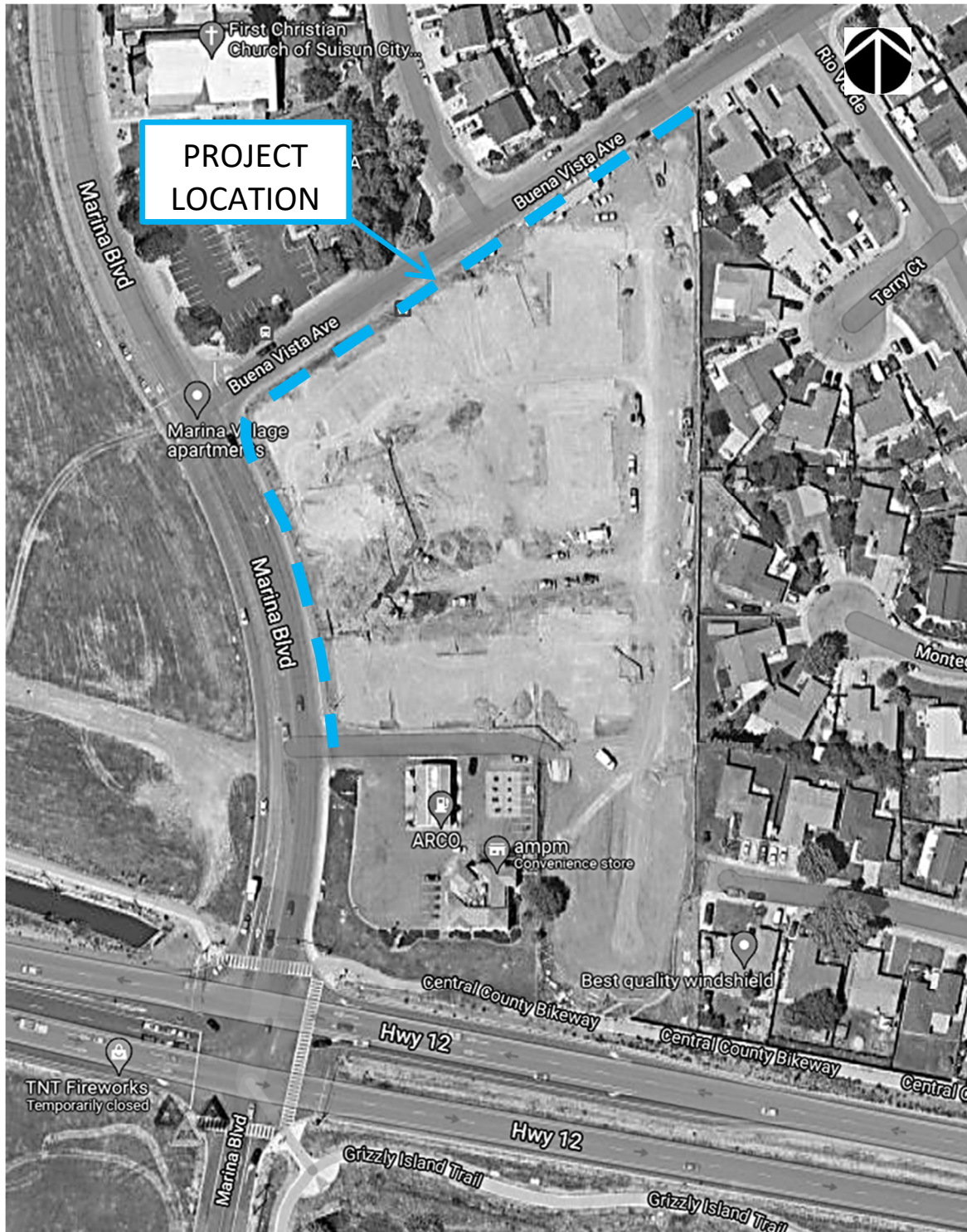
		<u>Sources</u>	<u>Uses</u>
Public Works-Transportation Fund			
Revenue:			
A/C No. 115-76424-9898	TFCA-Transportation For Clean Air Grant -Sidewalk Gap Closure Project	\$ 95,000	
Appropriations:			
A/C No. 115-96900-9898	Sidewalk Gap Closure Project- CIP Contingency		\$ 20,100
A/C No. 115-96310-9898	Sidewalk Gap Closure Project- In-Construction		\$ 74,900
	Total Fund 115	\$ 95,000	\$ 95,000

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Anita Skinner,
City Clerk

PROJECT LOCATION MAP

Sidewalk Gap Closure Project



AGENDA TRANSMITTAL

MEETING DATE: October 3, 2023

CITY AGENDA ITEM: Approving Appointments of City Staff members to the Pooled Liability Assurance Network (PLAN) Joint Powers Authority (JPA) Board of Directors and to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board.

- a. Council Adoption of Resolution No. 2023-___: Appointing One Director and One Alternate Director to the Pooled Liability Assurance Network (PLAN) Joint Powers Authority (JPA) Board of Directors; and
- b. Council Adoption of Resolution No. 2023-___: Appointing One Representative and One Alternate Representative to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board.

FISCAL IMPACT: There is no fiscal impact.

STRATEGIC PLAN: Provide Good Governance:

- Section 4.3 – Develop partnerships with education, governmental and other agencies to deliver services and/or support efforts on behalf of the city.
- Section 4.7 – Improve productivity, efficiency, effectiveness, customer service and citizen satisfaction in all areas of the municipal organization.

BACKGROUND:

PLAN JPA: The City has been a member of the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA) and its predecessor agency since 1986 to provide excess pooled insurance coverage and related services. The bylaws of PLAN JPA provide that each pool member shall have representation on its Board of Directors.

LAWCX: The City has been a member of the Local Agency Workers' Compensation Excess (LAWCX) JPA since 2002 to provide pooled funding for excess workers' compensation insurance benefits and costs.

On May 4, 2021, the city designated the Human Resources Administrator as the Director and the City Manager as the Alternate Director to the PLAN JPA Board; and the Human Resources Administrator as the Representative and the City Manager as the Alternate Representative to the LAW CX Board.

STAFF REPORT: Staffing changes necessitate an amendment to the resolution appointing the City's voting representatives on each of these Boards of Directors.

The attached resolutions will update the City's designated representatives. The Human Resources Administrator will continue to serve as the Director and the Deputy City Manager will be designated as the Alternate Director to the PLAN JPA Board, and the Human Resources Administrator will continue to serve as the Representative and the Deputy City Manager will be designated as the Alternate Representative to the LAW CX Board.

STAFF RECOMMENDATION: It is recommended that the City Council:

1. Council Adoption of Resolution No. 2023-__: Appointing One Director and One Alternate Director to the Pooled Liability Assurance Network (PLAN) Joint Powers Authority (JPA) Board of Directors; and
2. Council Adoption of Resolution No. 2023-__: Appointing One Representative and One Alternate Representative to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Appointing One Director and One Alternate Director to the Pooled Liability Assurance Network (PLAN) Joint Powers Authority (JPA) Board of Directors; and
2. Resolution No. 2023-__: Appointing One Representative and One Alternate Representative to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board.

PREPARED BY:

Christina Penland, Human Resources Administrator

REVIEWED BY:

Aaron Roth, Acting City Manager/Chief of Police

APPROVED BY:

Aaron Roth, Acting City Manager/Chief of Police

ATTACHMENTS:

1. [Resolution Appointing One Director and One Alternate Director to the Pooled Liability Assurance Network \(PLAN\) JPA Board of Directors.pdf](#)
2. [Resolution Appointing One Representative and One Alternate Representative to the Local Agency Workers' Compensation Excess Joint Powers Authority's Governing Board.pdf](#)

RESOLUTION NO. 2023-

**A RESOLUTION OF THE SUISUN CITY COUNCIL OF THE CITY OF SUISUN
CITY APPOINTING ONE DIRECTOR AND ONE ALTERNATE DIRECTOR TO
THE POOLED LIABILITY ASSURANCE NETWORK (PLAN) JOINT POWERS
AUTHORITY (JPA) BOARD OF DIRECTORS**

WHEREAS, the City of Suisun City was a founding member of Association of Bay Area Governments (ABAG) Pooled Liability Assurance Network (PLAN), and has benefitted immeasurably from the stable, cost-effective self-insurance, risk sharing and risk management services provided since 1986; and

WHEREAS, on December 5, 2017, the City Council authorized the execution of the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement, which created the PLAN JPA, a pooled risk management and liability pool that is the successor to ABAG PLAN; and

WHEREAS, on June 20, 2018, the ABAG PLAN Board of Directors dissolved ABAG PLAN, and the PLAN JPA Board of Directors established the PLAN JPA;

WHEREAS, PLAN JPA bylaws state that each governing body of each Member Entity in PLAN JPA shall appoint one (1) Director and one (1) voting Alternate Director to serve at the respective Member Entity's pleasure; and

WHEREAS, each appointment shall set forth the director's and alternate director's name and position with the Member Entity; and

WHEREAS, on May 4, 2021, the Human Resources Administrator was appointed as the Director, and the City Manager was appointed as the Alternate Director with Council's adoption of Resolution 2021-33.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City rescinds the appointments made by Resolution 2021-33 and appoints the Human Resources Administrator, Christina Penland as the City's Director on the PLAN JPA Board and the Deputy City Manager, Kris Lofthus as the Alternate Director.

PASSED AND ADOPTED at a regular meeting of said City Council held on Tuesday, the 3rd day of October 2023 by the following vote:

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

WITNESS my hand and the seal of said City this 3rd day of October 2023.

Anita Skinner
City Clerk

RESOLUTION NO. 2023-

**A RESOLUTION OF THE SUISUN CITY COUNCIL OF THE CITY OF SUISUN
CITY APPOINTING ONE REPRESENTATIVE AND ONE ALTERNATE
REPRESENTATIVE TO THE LOCAL AGENCY WORKERS' COMPENSATION
EXCESS JOINT POWERS AUTHORITY'S GOVERNING BOARD**

WHEREAS, the City of Suisun City entered into a Joint Powers Agreement with other public agencies to create the Local Agency Workers' Compensation Excess Joint Powers Authority (LAWCX, JPA), to provide pooled funding of workers' compensation insurance benefits and costs; and

WHEREAS, LAWCX JPA bylaws state that the governing body of each Party to the LAWCX Agreement shall appoint one (1) Representative and one (1) voting Alternate Representative to who shall serve on the Board of Directors at the respective Party's pleasure; and

WHEREAS, on May 4, 2021, the Human Resources Administrator was appointed as the City's Representative, and the City Manager was appointed as the Alternate Representative with Council's adoption of Resolution 2021-34; and

WHEREAS, current City staffing indicates the most appropriate appointments as Representative and Alternate Representative should be the Human Resources Administrator and the Deputy City Manager.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City rescinds the appointments made by Resolution 2021-34 and appoints the Human Resources Administrator as the City's Representative to the LAWCX JPA Board of Directors and the Deputy City Manager as the Alternate Representative.

PASSED AND ADOPTED at a regular meeting of said City Council held on Tuesday, the 3rd day of October 2023 by the following vote:

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

WITNESS my hand and the seal of said City this 3rd day of October 2023.

Anita Skinner
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: October 3, 2023

CITY AGENDA ITEM: Accept the Investment Report for the Quarter Ending June 30, 2023.

FISCAL IMPACT: No fiscal impact; informational only.

STRATEGIC PLAN: Ensure Fiscal Solvency; Provide Good Governance.

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

STAFF REPORT:

The total cash and investments (per amount) equaled to \$52,982,745 for the period ending June 30, 2023. In summary, the cash and investment portfolio consist of the following governmental funds:

SSWA 2019 Series Bond Proceeds	\$573,211
Energy Conservation Project- ENGIE	\$376,352
Debt Service Reserves	\$2,506,553
General Fund	\$10,430,107
Trust/Fiduciary Funds	\$13,975,597
All Other Funds	\$25,120,923
Total	\$52,982,745

In terms of return on our investment managed by PFM Asset Management LLC, the current yield to maturity at cost is 2.73% with an average life of 865 days. The average Local Agency Investment Fund (LAIF) return for the current quarter is 3.01%. For additional details, please refer to the PFM Managed Account Summary Statement attached to this staff report. As of June 30, 2023, the Par Value of investment managed by PFM Asset Management is \$23,075,357 according to page 27 of the report.

According to PFM's quarterly report, the U.S. economic conditions were characterized by a myriad of financial headlines: (1) investors contended with ongoing recession risks; (2) regional bank concerns; (3) the Federal Reserve's (Fed) historic pace of interest rate hikes; (4) stubbornly high inflation; and (5) a debt ceiling impasse in Washington.

Recent market volatility has caused most fixed-income investors to experience significant unrealized losses. Unrealized gains or losses are the difference between the current market value of an investment and its carrying value on the books, usually measured by amortized cost (or under some accounting treatments, original purchase cost).

The recent surge in unrealized losses occurred primarily because interest rates rose sharply in 2022, noting that fixed-income security prices and therefore market values move inversely to interest rates.

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. So, while unrealized losses reflect the value of each asset if it were sold at today’s prices, outside of permanent impairment, unrealized losses could be thought of as temporary, if the intent is to hold to maturity.

As can be seen in the Pie Chart on the last page of the attached Investment Report, nearly 87% of the cash (other than cash in checking accounts) is invested in federally insured CDs, US Treasuries, Agency Notes, Commercial Paper, Corporate Notes or LAIF, all of which generate modest yields.

STAFF RECOMMENDATION: It is recommended that the Council/Authority accept the Quarter Ending June 30, 2023, Financial Officer’s Investment Report.

DOCUMENTS ATTACHED:

1. Financial Officer’s Investment Report, for the Quarter Ending June 30, 2023.
2. PFM Asset Management-City of Suisun City Investment Performance Review for the Quarter Ended June 30, 2023.

PREPARED BY:	Elizabeth Luna, Accounting Services Manager
REVIEWED BY:	Lakhwinder Deol, Finance Director
APPROVED BY:	Aaron Roth, Acting City Manager/Chief of Police

ATTACHMENTS:

1. [Financial Officer's Investment Report.pdf](#)
2. [PFM Asset Management Investment Performance Review.pdf](#)

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

June 30, 2023

<u>Category of Investment</u>	<u>Name of Institution</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Market Value*</u>	<u>Amortized Cost</u>	<u>Curr Yield At Market</u>	<u>Est Annual Income</u>
Checking Account	West America Bank	Demand Deposit	\$ 6,741,428	\$ 6,741,428	\$ 6,741,428	0.000%	\$ -
State Investment-CITY	LAIF*	Demand Deposit	\$ 19,686,286	\$ 19,387,616	\$ 19,686,286	3.167%	\$ 623,465
Total Cash Equivalents			<u>\$ 26,427,714</u>	<u>\$ 26,129,043</u>	<u>\$ 26,427,714</u>	<u>3.167%</u>	<u>\$ 623,465</u>
2019 SSWA Bond Proceeds	US Bank	Demand Deposit	\$ 573,213	\$ 573,213	\$ 573,213	0.000%	\$ -
Lease Equipment Purchase Proceeds-Engie	Sterling National Bank	Demand Deposit	\$ 376,352	\$ 376,352	\$ 376,352	0.000%	\$ -
Total Bond/Loan Proceeds			<u>\$ 949,565</u>	<u>\$ 949,565</u>	<u>\$ 949,565</u>	<u>0.000%</u>	<u>\$ -</u>
NATIXIS NY Branch Comm Paper	63873KVN4	8/22/2023	\$ 275,000	\$ 272,862	\$ 272,899	5.442%	\$ 14,850
MUFG Bank LTD/NY Comm Paper	62479LC45	3/4/2024	\$ 400,000	\$ 384,513	\$ 384,823	6.075%	\$ 23,360
NATIXIS NY Branch Comm Paper	63873JCK4	3/19/2024	\$ 400,000	\$ 383,466	\$ 383,756	6.165%	\$ 23,640
Total Commercial Paper			<u>\$ 1,075,000</u>	<u>\$ 1,040,841</u>	<u>\$ 1,041,478</u>	<u>5.942%</u>	<u>\$ 61,850</u>
Bank of America NA Cert Depos	06052T3H1	12/12/2023	\$ 325,000	\$ 324,814	\$ 325,000	5.753%	\$ 18,688
Toronto Dominion bank NY cert	89115B6K1	10/27/2025	\$ 250,000	\$ 249,831	\$ 250,000	5.604%	\$ 14,000
Total Certificates of Deposit			<u>\$ 575,000</u>	<u>\$ 574,645</u>	<u>\$ 575,000</u>	<u>11.357%</u>	<u>32,688</u>
BMWOT 2022-A A3	05602RAD3	8/25/2026	\$ 60,000	\$ 58,341	\$ 59,998	3.301%	\$ 1,926
HART 2022-A A3	448977AD0	10/15/2026	\$ 110,000	\$ 105,612	\$ 109,997	2.312%	\$ 2,442
GMCAR 2022-1 A3	380146AC4	11/16/2026	\$ 50,000	\$ 47,738	\$ 49,997	1.320%	\$ 630
CARMX 2022-3 A3	14318MAD1	4/15/2027	\$ 155,000	\$ 151,308	\$ 154,997	4.067%	\$ 6,154
DCENT 2022-A2 A	254683CS2	5/17/2027	\$ 170,000	\$ 163,912	\$ 169,989	3.443%	\$ 5,644
AMXCA 2022-2 A	02582JIT8	5/17/2027	\$ 195,000	\$ 188,258	\$ 194,966	3.512%	\$ 6,611
DCENT 2022-A3 A3	254683CW3	7/15/2027	\$ 125,000	\$ 120,756	\$ 124,987	3.685%	\$ 4,450
MBART 2022-1 A3	58768PAC8	8/16/2027	\$ 185,000	\$ 183,696	\$ 184,968	5.247%	\$ 9,639
HDMOT 2023-A A3	41285JAD0	12/15/2027	\$ 70,000	\$ 69,421	\$ 69,993	5.092%	\$ 3,535
FORDO 2023-A A3	344928AD8	2/15/2028	\$ 80,000	\$ 79,020	\$ 79,992	4.708%	\$ 3,720
BACCT 2022-A2 A2	05522RDF2	4/15/2028	\$ 215,000	\$ 213,880	\$ 216,000	5.026%	\$ 10,750
FORDO 2023-B A3	344930AD4	5/15/2028	\$ 65,000	\$ 64,702	\$ 64,999	5.255%	\$ 3,400
BACCT 2023-A1 A1	05522RDG0	5/15/2028	\$ 75,000	\$ 74,404	\$ 74,983	4.829%	\$ 3,593
COMET 2023-A1 A	14041NGD7	5/15/2028	\$ 210,000	\$ 206,261	\$ 209,953	4.500%	\$ 9,282
DCENT 2023-A2 A	254683CZ6	6/15/2028	\$ 105,000	\$ 104,577	\$ 104,986	4.950%	\$ 5,177
Total Asset-Backed Security			<u>\$ 1,870,000</u>	<u>\$ 1,831,887</u>	<u>\$ 1,870,806</u>	<u>61.248%</u>	<u>\$ 76,953</u>
First American Government	31846V203	Demand deposit	\$ 23,555	\$ 23,555	\$ 23,555	4.708%	\$ 1,109
American Express Co. Corp. Notes	025816CV9	5/3/2024	\$ 165,000	\$ 161,762	\$ 164,993	3.443%	\$ 5,569
Toyota Motor Credit Corp.	89236TJT3	1/13/2025	\$ 165,000	\$ 155,646	\$ 164,887	1.537%	\$ 2,393
American Honda Finance Corporate	02665WEA5	1/13/2025	\$ 175,000	\$ 165,317	\$ 174,929	1.588%	\$ 2,625
Goldman Sachs Group Inc. Corporate	38141GZH0	1/24/2025	\$ 170,000	\$ 165,564	\$ 170,000	1.804%	\$ 2,987
National rural Util Coop Corporate Notes	63743HFC1	2/7/2025	\$ 160,000	\$ 151,118	\$ 156,383	1.985%	\$ 3,000
Home Depot Inc. Corporate Notes	437076CM2	4/15/2025	\$ 15,000	\$ 14,358	\$ 14,985	2.821%	\$ 405
Bank of NY Mellon Corp.	06406RBC0	4/25/2025	\$ 100,000	\$ 95,986	\$ 99,992	3.490%	\$ 3,350
Caterpillar Finl Service Corporte	14913R2V8	5/13/2025	\$ 130,000	\$ 125,953	\$ 129,897	3.509%	\$ 4,420
Home Depot Inc. Notes	437076CR1	9/15/2025	\$ 25,000	\$ 24,513	\$ 24,993	4.080%	\$ 1,000
Citigroup Inc. Corp Notes	17327CAN3	1/25/2026	\$ 85,000	\$ 79,880	\$ 85,000	2.143%	\$ 1,712
State Street Corp.	857477BR3	2/6/2026	\$ 160,000	\$ 149,077	\$ 154,816	1.874%	\$ 2,794
Morgan Stanley Corp. Notes	61746YEM3	2/18/2026	\$ 135,000	\$ 127,818	\$ 135,000	2.778%	\$ 3,551
JPMorgan Chase & Co. Corporate Notes	46647PCV6	2/24/2026	\$ 175,000	\$ 165,924	\$ 175,000	2.737%	\$ 4,541
Home Depot Inc. Corporate Notes	437076BM3	4/1/2026	\$ 100,000	\$ 95,705	\$ 94,917	3.135%	\$ 3,000
John Deere Capital Corp. Corporate Notes	24422EWX3	6/8/2026	\$ 20,000	\$ 19,937	\$ 20,029	4.765%	\$ 950
John Deere Capital Corp. Corporate Notes	24422EWX3	6/8/2026	\$ 30,000	\$ 29,905	\$ 29,983	4.765%	\$ 1,425
Caterpillar Finl Service Corporate Notes	14913R2U0	1/8/2027	\$ 150,000	\$ 135,430	\$ 149,286	1.883%	\$ 2,550
John Deere Capital Corp. Corporate Notes	24422EWA3	1/11/2027	\$ 125,000	\$ 112,551	\$ 124,501	1.888%	\$ 2,125
Target Corp. Corporate Notes	87612EBM7	1/15/2027	\$ 30,000	\$ 27,451	\$ 29,964	2.131%	\$ 585
Target Corp. Corporate Notes	87612EBM7	1/15/2027	\$ 100,000	\$ 91,503	\$ 100,155	2.131%	\$ 1,950
Bank of NY Mellon Corp.	06406RBA4	1/26/2027	\$ 165,000	\$ 148,298	\$ 165,142	2.281%	\$ 3,383
IBM Corp Corporate Notes	459200KM2	2/9/2027	\$ 175,000	\$ 158,960	\$ 173,426	2.422%	\$ 3,850
Honeywell International Corp.	438516CE4	3/1/2027	\$ 125,000	\$ 110,192	\$ 120,713	1.248%	\$ 1,375
Trust Financial Corp. Notes	89788MAD4	3/2/2027	\$ 165,000	\$ 145,526	\$ 157,638	1.437%	\$ 2,091
Amazon.com Inc. Corp. Note	023135CF1	4/13/2027	\$ 160,000	\$ 152,356	\$ 159,006	3.466%	\$ 5,280
Northern Trust Corp. Note	665859AW4	5/10/2027	\$ 110,000	\$ 105,765	\$ 110,817	4.160%	\$ 4,400
UnitedHealth Group Inc. Corp. Note	9132RPEG3	5/15/2027	\$ 35,000	\$ 33,701	\$ 34,985	3.843%	\$ 1,295
Bank of America Corp.	06051GJS9	7/22/2027	\$ 120,000	\$ 107,033	\$ 107,313	1.944%	\$ 2,081
Intel Corp Notes	458140BY5	8/5/2027	\$ 170,000	\$ 162,484	\$ 170,169	3.923%	\$ 6,375
Walmart Inc. Corp. Notes	931142EX7	9/9/2027	\$ 165,000	\$ 161,711	\$ 165,224	4.031%	\$ 6,518
Bristol-Myers Squibb Co.	110122DE5	2/20/2028	\$ 175,000	\$ 169,889	\$ 170,341	4.017%	\$ 6,825

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

June 30, 2023

Category of Investment	Name of Institution	Maturity Date	Par Amount	Market Value*	Amortized Cost	Curr Yield At Market	Est Annual Income
Colgate-Palmolive Co.	194162AR4	3/1/2028	\$ 150,000	\$ 150,767	\$ 149,931	4.577%	\$ 6,900
Walmart Inc. Corp. Notes	931142FB4	4/15/2028	\$ 75,000	\$ 73,130	\$ 74,868	4.000%	\$ 2,925
Hershey Company Corp Notes Callable	427866BH0	5/4/2028	\$ 40,000	\$ 39,563	\$ 39,945	4.297%	\$ 1,700
Lockheed Martin Corp Notes	539830BZ1	5/15/2028	\$ 15,000	\$ 14,777	\$ 14,974	4.521%	\$ 668
Lockheed Martin Corp Notes	539830BZ1	5/15/2023	\$ 50,000	\$ 49,256	\$ 49,822	4.517%	\$ 2,225
Meta Platforms Inc. Corp. Notes	30303M8L9	5/15/2023	\$ 105,000	\$ 103,732	\$ 105,155	4.656%	\$ 4,830
Merck & Co. Inc. Corp. Notes Callable	58933YBH7	5/17/2028	\$ 65,000	\$ 63,745	\$ 64,949	4.131%	\$ 2,633
National Australia BK/NY Corporate	63253QAE4	6/13/2028	\$ 250,000	\$ 247,597	\$ 249,577	4.948%	\$ 12,250
Total Corporate Note and Cash Balance			\$ 4,553,555	\$ 4,317,433	\$ 4,507,259	91.836%	\$ 129,645
US Treasury Bill	912797GA9	08/01/23	\$ 150,000	\$ 149,386	\$ 149,351	5.151%	\$ 7,695
Connecticut ST-A-TSBL Municipal Bonds	20772KTK5	05/15/28	\$ 50,000	\$ 49,782	\$ 50,000	4.526%	\$ 2,253
Federal Agency Commercial Mortgage-Backed : 3137BTU25		11/01/23	\$ 74,188	\$ 73,545	\$ 74,803	3.089%	\$ 2,272
Federal Agency Commercial Mortgage-Backed : 3137BGK24		12/01/24	\$ 390,000	\$ 376,994	\$ 395,856	3.168%	\$ 11,942
Federal Agency Commercial Mortgage-Backed : 3137BJP64		03/01/25	\$ 220,000	\$ 212,208	\$ 218,932	3.323%	\$ 7,051
Federal Agency Commercial Mortgage-Backed : 3137F72U8		06/01/25	\$ 11,169	\$ 10,636	\$ 11,169	0.545%	\$ 58
Federal Agency Commercial Mortgage-Backed : 3137BNGT5		01/01/26	\$ 200,000	\$ 189,265	\$ 192,369	2.901%	\$ 5,490
Federal Agency Commercial Mortgage-Backed : 3137BSP72		08/01/26	\$ 200,000	\$ 187,307	\$ 191,466	2.833%	\$ 5,306
Federal Agency Commercial Mortgage-Backed : 3137BTUM1		11/01/26	\$ 150,000	\$ 143,231	\$ 145,522	3.506%	\$ 5,021
Federal Agency Commercial Mortgage-Backed : 3137BVZ82		01/01/27	\$ 215,000	\$ 205,498	\$ 208,679	3.589%	\$ 7,375
Federal Agency Commercial Mortgage-Backed : 3137F1G44		04/01/27	\$ 225,000	\$ 213,296	\$ 215,726	3.421%	\$ 7,297
Total Federal Agency Commercial Mortgage-Backed Security			\$ 1,685,357	\$ 1,611,981	\$ 1,654,523	13.026%	\$ 51,812
Federal Agency/Bond Note	FMN #3135G05G4	07/10/23	\$ 160,000	\$ 159,843	\$ 159,997	0.250%	\$ 400
Federal Agency/Bond Note	FMN #3135G05R0	08/10/23	\$ 160,000	\$ 159,177	\$ 159,989	0.302%	\$ 480
Federal Agency/Bond Note	FMN #3137EAEW5	09/08/23	\$ 110,000	\$ 108,987	\$ 110,001	0.252%	\$ 275
Federal Agency/Bond Note	FMN #3137EAEW5	09/08/23	\$ 140,000	\$ 138,711	\$ 139,997	0.252%	\$ 350
Federal Agency/Bond Note	FHLB #313383YJ4	09/08/23	\$ 150,000	\$ 149,442	\$ 150,104	3.388%	\$ 5,063
Federal Agency/Bond Note	FM #3135G0U43	09/12/23	\$ 200,000	\$ 199,026	\$ 199,967	2.889%	\$ 5,750
Federal Agency/Bond Note	FM #3137EAEY1	10/16/23	\$ 95,000	\$ 93,586	\$ 94,965	0.127%	\$ 119
Federal Agency/Bond Note	FM #3135G06H1	11/27/23	\$ 155,000	\$ 151,865	\$ 154,976	0.255%	\$ 388
Federal Agency/Bond Note	FHLB #3130AFW94	02/13/24	\$ 250,000	\$ 245,571	\$ 249,890	2.545%	\$ 6,250
Federal Agency/Bond Note	FHLB #3130ATUQ8	03/08/24	\$ 300,000	\$ 298,512	\$ 299,809	4.774%	\$ 14,250
Federal Agency/Bond Note	FFCBN #3133ENWP1	05/16/24	\$ 140,000	\$ 136,644	\$ 139,917	2.689%	\$ 3,675
Federal Agency/Bond Note	FHLBN #3130AMVV1	09/23/24	\$ 250,000	\$ 234,760	\$ 237,862	0.458%	\$ 1,075
Federal Agency/Bond Note	FHLB #3130APQ81	11/08/24	\$ 200,000	\$ 188,237	\$ 193,759	1.062%	\$ 2,000
Federal Agency/Bond Note	FMN# #3135G0X24	01/07/25	\$ 100,000	\$ 94,832	\$ 99,903	1.714%	\$ 1,625
Federal Agency/Bond Note	FMN #3134GYDT6	01/24/25	\$ 200,000	\$ 198,406	\$ 200,000	5.191%	\$ 10,300
Federal Agency/Bond Note	FHLBN #3130AJHU6	04/14/25	\$ 120,000	\$ 110,819	\$ 119,787	0.541%	\$ 600
Federal Agency/Bond Note	FMN #3135G03U5	04/22/25	\$ 130,000	\$ 120,233	\$ 129,903	0.676%	\$ 813
Federal Agency/Bond Note	FMN #3135G04Z3	06/17/25	\$ 280,000	\$ 256,868	\$ 280,197	0.545%	\$ 1,400
Federal Agency/Bond Note	FMN #3135G05X7	08/25/25	\$ 235,000	\$ 213,662	\$ 234,526	0.412%	\$ 881
Federal Agency/Bond Note	FMN #3137EAEX3	09/23/25	\$ 230,000	\$ 208,578	\$ 229,691	0.414%	\$ 863
Federal Agency/Bond Note	FMN #3134GWZV1	10/22/25	\$ 225,000	\$ 203,738	\$ 221,980	0.718%	\$ 1,463
Federal Agency/Bond Note	FM #3135G06G3	11/07/25	\$ 155,000	\$ 140,304	\$ 154,738	0.552%	\$ 775
Federal Agency/Bond Note	FML #3130ANMH0	08/20/26	\$ 200,000	\$ 178,594	\$ 186,434	1.232%	\$ 2,200
Federal Agency/Bond Note	FHL #3130ATS57	03/18/28	\$ 200,000	\$ 201,567	\$ 204,426	4.465%	\$ 9,000
Total Federal Agency Bond/Note			\$ 4,385,000	\$ 4,191,961	\$ 4,352,819	35.71%	\$ 69,995
US Treasury Bond/Note	#912828T26	09/30/23	\$ 100,000	\$ 99,047	\$ 100,278	1.388%	\$ 1,375
US Treasury Bond/Note	#912828T91	10/31/23	\$ 205,000	\$ 202,566	\$ 205,788	1.644%	\$ 3,331
US Treasury Bond/Note	#912828G0	02/29/24	\$ 320,000	\$ 313,600	\$ 324,303	2.423%	\$ 7,600
US Treasury Bond/Note	#912828W71	03/31/24	\$ 60,000	\$ 58,556	\$ 60,130	2.177%	\$ 1,275
US Treasury Bond/Note	#912828W71	03/31/24	\$ 500,000	\$ 487,969	\$ 506,473	2.177%	\$ 10,625
US Treasury Bond/Note	#912828X70	04/30/24	\$ 250,000	\$ 243,008	\$ 249,304	2.058%	\$ 5,000
US Treasury Bond/Note	#912828WJ5	05/15/24	\$ 430,000	\$ 419,183	\$ 433,220	2.565%	\$ 10,750
US Treasury Bond/Note	#91282CCL3	07/15/24	\$ 425,000	\$ 403,617	\$ 425,205	0.395%	\$ 1,594
US Treasury Bond/Note	#912828D56	08/15/24	\$ 290,000	\$ 280,620	\$ 292,970	2.455%	\$ 6,888
US Treasury Bond/Note	#9128282Y5	09/30/24	\$ 300,000	\$ 288,469	\$ 306,043	2.210%	\$ 6,375
US Treasury Bond/Note	#91282CDB4	10/15/24	\$ 210,000	\$ 197,827	\$ 209,693	0.664%	\$ 1,313
US Treasury Bond/Note	#91282CDH1	11/15/24	\$ 225,000	\$ 211,605	\$ 218,707	0.798%	\$ 1,688
US Treasury Bond/Note	#9128283J7	11/30/24	\$ 110,000	\$ 105,342	\$ 110,690	2.219%	\$ 2,338
US Treasury Bond/Note	#912828YY0	12/31/24	\$ 75,000	\$ 71,297	\$ 76,642	1.842%	\$ 1,313
US Treasury Bond/Note	#91282CAB7	07/31/25	\$ 200,000	\$ 181,938	\$ 198,874	0.275%	\$ 500
US Treasury Bond/Note	#91282CAM3	09/30/25	\$ 400,000	\$ 362,250	\$ 393,627	0.276%	\$ 1,000
US Treasury Bond/Note	#91282CAT8	10/31/25	\$ 250,000	\$ 225,625	\$ 246,797	0.277%	\$ 625

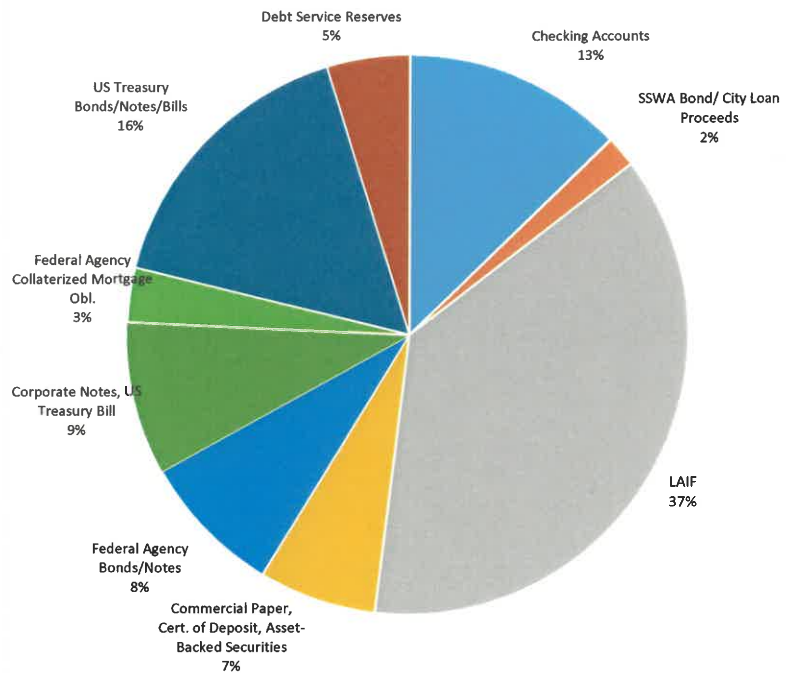
City of Suisun City,
Successor Agency, Housing Authority and Suisun-Solano Water Authority
FINANCIAL OFFICER'S INVESTMENT REPORT

June 30, 2023

<u>Category of Investment</u>	<u>Name of Institution</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Market Value*</u>	<u>Amortized Cost</u>	<u>Curr Yield At Market</u>	<u>Est Annual Income</u>
US Treasury Bond/Note	#91282CAZ4	11/30/25	\$ 250,000	\$ 225,625	\$ 246,144	0.416%	\$ 938
US Treasury Bond/Note	#91282CBC4	12/31/25	\$ 55,000	\$ 49,577	\$ 54,500	0.416%	\$ 206
US Treasury Bond/Note	#91282CBC4	12/31/25	\$ 300,000	\$ 270,422	\$ 297,586	0.416%	\$ 1,125
US Treasury Bond/Note	#91282CBC4	12/31/25	\$ 325,000	\$ 292,957	\$ 321,437	0.416%	\$ 1,219
US Treasury Bond/Note	#91282CBH3	01/31/26	\$ 250,000	\$ 224,414	\$ 247,980	0.418%	\$ 938
US Treasury Bond/Note	#91282CCP4	07/31/26	\$ 250,000	\$ 222,734	\$ 244,792	0.702%	\$ 1,563
US Treasury Bond/Note	#91282CCZ2	09/30/26	\$ 200,000	\$ 178,938	\$ 199,562	0.978%	\$ 1,750
US Treasury Bond/Note	#91282CCZ2	09/30/26	\$ 300,000	\$ 268,406	\$ 297,226	0.978%	\$ 2,625
US Treasury Bond/Note	#912828U24	11/15/26	\$ 250,000	\$ 231,250	\$ 241,618	2.162%	\$ 5,000
US Treasury Bond/Note	#91282CDQ1	12/31/26	\$ 200,000	\$ 180,000	\$ 199,342	1.389%	\$ 2,500
US Treasury Bond/Note	#912828V98	02/15/27	\$ 200,000	\$ 185,969	\$ 188,296	2.420%	\$ 4,500
US Treasury Bond/Note	#912828V98	02/15/27	\$ 230,000	\$ 213,864	\$ 226,238	2.420%	\$ 5,175
US Treasury Bond/Note	#912828X88	05/15/27	\$ 250,000	\$ 232,813	\$ 233,156	2.551%	\$ 5,938
US Treasury Bond/Note	#912828X88	05/15/27	\$ 270,000	\$ 251,438	\$ 259,799	2.551%	\$ 6,413
US Treasury Bond/Note	#91282CEW7	06/30/27	\$ 400,000	\$ 384,688	\$ 389,380	3.379%	\$ 13,000
US Treasury Bond/Note	#91282CAH4	08/31/27	\$ 250,000	\$ 214,453	\$ 217,583	0.583%	\$ 1,250
US Treasury Bond/Note	#91228CFU0	10/31/27	\$ 325,000	\$ 323,273	\$ 323,245	4.147%	\$ 13,406
US Treasury Bond/Note	#9128283W8	02/15/28	\$ 100,000	\$ 93,984	\$ 93,941	2.926%	\$ 2,750
Total US Treasury Bond/Note			\$ 8,755,000	\$ 8,197,323	\$ 8,640,569	55.11%	\$ 133,886
TOTAL POOLED INVESTMENTS			\$ 50,476,192	\$ 49,043,849	\$ 50,219,085	287.69%	\$ 1,187,989
Reserved for Bond/Debt Service							
Govt Sec Money Market-RDA/SA	First Amer Treas Oblig Fd	#31846V302	\$ 1,088,910	\$ 1,088,910	\$ 1,088,910	0.112%	\$ 1,214
2016/2019 & 2021 SSWA REVENUE BONDS	First Amer Treas Oblig Fd	#31846V302	\$ 60	\$ 60	\$ 60	0.000%	\$ 2
Savings Acct-RDA Marina	West America Bank	Demand Deposit	\$ 399,733	\$ 399,733	\$ 399,733	0.006%	\$ 24
Marina Debt Service	LAIF*	LAIF	\$ 1,017,850	\$ 1,002,408	\$ 1,017,850	2.831%	\$ 34,623
Total Debt Service Reserve Funds			\$ 2,506,553	\$ 2,491,111	\$ 2,506,553	2.95%	\$ 35,863
Grand Total			\$ 52,982,745	\$ 51,534,960	\$ 52,725,638	2.375%	\$ 1,223,852

Summary of Pooled Investments

<u>Summary of Pooled Investments</u>	<u>Amortized Cost Amount</u>	<u>Pct.</u>
Checking Accounts	\$ 6,741,428	13%
SSWA Bond/ City Loan Proceeds	\$ 949,565	2%
LAIF	\$ 19,686,286	37%
Commercial Paper, Cert. of Deposit, Asset-Backed S.	\$ 3,537,284	7%
Federal Agency Bonds/Notes	\$ 4,352,819	8%
Corporate Notes, US Treasury Bill	\$ 4,656,610	9%
Federal Agency Collateralized Mortgage Obl.	\$ 1,654,523	3%
US Treasury Bonds/Notes/Bills	\$ 8,640,569	16%
Debt Service Reserves	\$ 2,506,553	5%
Total	\$ 52,725,638	100%



* Market Valuation for Federal Agency Bonds/Notes and US Treasury Bonds/Notes is from City's Investment Advisor, PFM. Valuation for Debt Service Reserve funds is from the City's Trustee, US Bank.

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

June 30, 2023

<u>Category of Investment</u>	<u>Name of Institution</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Market Value*</u>	<u>Amortized Cost</u>	<u>Curr Yield At Market</u>	<u>Est Annual Income</u>
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City Treasurer's Statement:

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

Attest by:

Michael J. McMurry 9/26/23
Michael J. McMurry, City Treasurer Date

Prepared by: Robin Daniel 9-26-23
Robin Daniel, Accountant Date

Reviewed & Submitted by: Elizabeth Luna 9-26-2023
Elizabeth Luna, Accounting Services Mgr. Date

CITY OF SUISUN CITY

Investment Performance Review For the Quarter Ended June 30, 2023

Client Management Team

Sarah Meacham, Managing Director
Allison Kaune, Senior Analyst

PFM Asset Management LLC

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Market Summary

Summary

- ▶ In Q2, U.S. economic conditions were characterized by a myriad of financial headlines: (1) investors contended with ongoing recession risks; (2) regional bank concerns; (3) the Federal Reserve's (Fed) historic pace of interest rate hikes; (4) stubbornly high inflation; and (5) a debt ceiling impasse in Washington.
- ▶ President Biden signed the bi-partisan debt ceiling bill, avoiding a much-publicized potential default and allowing the U.S. Treasury to fund its obligations. The bill suspends the debt ceiling until January 1, 2025 and included some spending cuts.
- ▶ U.S. inflation, as measured by the consumer price index (CPI), has fallen from 6.5% year-over-year (YoY) at the beginning of the year to just 3.0% as of June as monthly gains have moderated. Prices for energy, used cars and airlines fares have shown sharp declines over the past year. But, Core CPI, excluding food and energy prices, remained elevated at 4.8% YoY due to elevated prices for shelter, food, and medical services.
- ▶ The Fed followed up the two 25 basis point (bps) hikes in Q1 with one more 25 bp hike at the May meeting, bringing the overnight rate to a target range of 5% to 5.25%. At the June FOMC meeting, the Fed paused hiking, breaking the string of consecutive meetings with an increase at 10. The "hawkish pause" was accompanied by new Fed projections (the so called "dot plot") which indicated the expectation for two more 25 bp rate hikes in the remaining part of calendar year 2023, underscoring the Fed's vigilance in fighting inflationary pressures.

Economic Snapshot

- ▶ Real gross domestic product (GDP) increased at an annual rate of 2.0% in the first quarter of 2023. The growth rate reflected increases in consumer spending, exports, government spending, and business fixed investment that were partly offset by decreases in private inventories and residential housing. Future growth expectations have been continually increased, with the median forecast reported by a Bloomberg survey of economists standing at 2.0% for Q2 as well.
- ▶ The U.S. labor market remained strong and tight in Q2. Over the second quarter, the U.S. economy added 732,000 new jobs. Although the pace of job gains has trended lower over the past two years, job creation remains elevated compared to pre-pandemic levels. The unemployment rate closed the quarter at 3.6%, very near its 50-year low of 3.4% reached in April. But, the strength of the labor market has moderated slightly, as weekly unemployment claims have risen, the number of job openings has fallen from record highs, and the labor force participation rate reached a post-pandemic high of 62.6%. Wage growth, measured by average hourly earnings, remains elevated at 4.4% YoY.
- ▶ On the consumer front, personal consumption continued to grow, durable goods were strong, consumer credit reached record levels and consumer confidence hit an 18-month high. Spending on merchandise dropped while outlays for services increased, underscoring the importance that the services sector has carried for economic growth over the past several quarters.
- ▶ In the housing sector, mortgage rates have been above 6% for the entire year, maintaining pressure on homebuyers. Homeowners appear reluctant to give up

below-market mortgage rates, resulting in low sales inventory. As a result, existing home sales remain historically low, while new home sales to their highest level in more than a year.

Interest Rates

- ▶ U.S. Treasury yields jumped across the yield curve in the second quarter, as economic data came in stronger than expected, and markets capitulated to the Fed's "higher-for-longer" trajectory for short term rates. Increases in the yield curve were led by the 2-year U.S. Treasury note, which finished the quarter at 4.90%, up 87 bps from 4.03% on March 31.
- ▶ While yields of all tenors increased, the U.S. Treasury yield curve remains steeply inverted. The difference between the yield on the U.S. Treasury 2-year (4.90%) and 10-year note (3.84%) ended the quarter at over 100 bps (1.00%), marking one of the deepest levels of curve inversion in over 40 years.
- ▶ As a result of higher yields across the board, fixed income indices posted negative total returns in Q2. The ICE BofA 2-, 5-, and 10-year U.S. Treasury indices returned -0.92%, -1.68%, and -1.93%, respectively.

Sector Performance

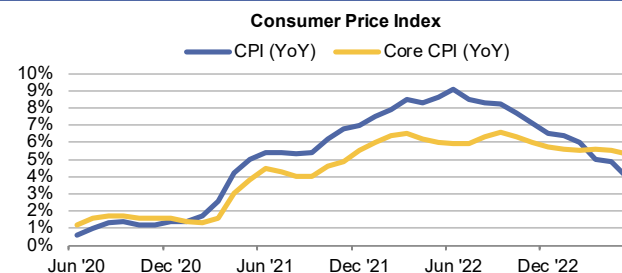
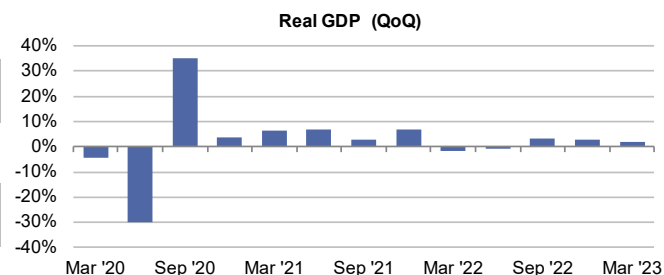
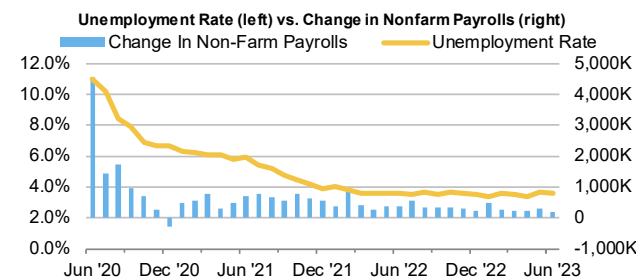
- ▶ Diversification away from U.S. Treasury securities was strongly additive to fixed-income performance during the second quarter as yield spreads across most sectors tightened. Although investors began the quarter with heightened concern about market volatility, recent bank failures, credit conditions and the looming debt ceiling impasse, sentiment eased during the quarter. That move to a more "risk on" mentality resulted in strong relative performance from spread sectors, like corporate, asset-backed and mortgage-backed securities.
- ▶ Federal agency spreads tightened as net issuance slowed. Agency discount notes found increased utility during Q2 as a replacement for U.S. Treasury bills during the height of the debt ceiling uncertainty. In longer maturities, both callable and non-callable agencies generated similar positive excess returns.
- ▶ Investment-grade (IG) corporate spreads continued to retrace from their banking crisis wides but remain above longer-term averages. As spreads narrowed, the IG curve flattened resulting in longer durations performing better on a relative basis, as did lower quality issues. Although the spread between financials and industrials remains well above longer-term averages, financials outperformed in Q2 as their retracement from banking crisis wides was more significant.
- ▶ Asset-backed security (ABS) yield spreads also continued to retrace from mid-March wides, but not to the extent in corporates. Like IG credit, ABS was a positive contributor to performance during the quarter and excess returns were similar across both auto and credit card collateral.
- ▶ Mortgage-back security (MBS) whipsawed in Q2 as a steep tightening of spreads through the second half of the quarter more than offset the widening through April. As a result, the sector broadly generated quite attractive excess returns for the quarter, with 30-year collateral outperforming 15-year terms. Strong returns were driven in part by lighter supply due to a decline in existing home sales and refinancings.

Economic Snapshot

Labor Market		Latest	Mar '23	Jun '22
Unemployment Rate	Jun '23	3.6%	3.5%	3.6%
Change In Non-Farm Payrolls	Jun '23	209,000	217,000	370,000
Average Hourly Earnings (YoY)	Jun '23	4.4%	4.3%	5.4%
Personal Income (YoY)	May '23	5.5%	5.5%	4.3%
Initial Jobless Claims (week)	7/1/23	248,000	228,000	213,000

Growth				
Real GDP (QoQ SAAR)	2023Q1	2.0%	2.6% ¹	-1.6% ²
GDP Personal Consumption (QoQ SAAR)	2023Q1	4.2%	1.0% ¹	1.3% ²
Retail Sales (YoY)	May '23	1.6%	2.2%	9.3%
ISM Manufacturing Survey (month)	Jun '23	46.0	46.3	53.1
Existing Home Sales SAAR (month)	May '23	4.30 mil.	4.43 mil.	5.13 mil.

Inflation / Prices				
Personal Consumption Expenditures (YoY)	May '23	3.8%	4.2%	7.0%
Consumer Price Index (YoY)	May '23	4.0%	5.0%	9.1%
Consumer Price Index Core (YoY)	May '23	5.3%	5.6%	5.9%
Crude Oil Futures (WTI, per barrel)	Jun 30	\$70.64	\$75.67	\$105.76
Gold Futures (oz.)	Jun 30	\$1,929	\$1,969	\$1,807



1. Data as of Fourth Quarter 2022.

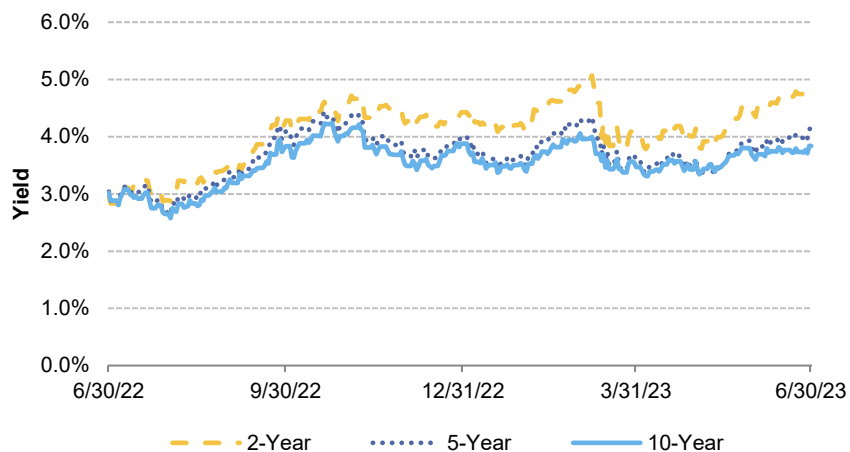
2. Data as of First Quarter 2022.

Note: YoY = year-over-year, QoQ = quarter-over-quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.

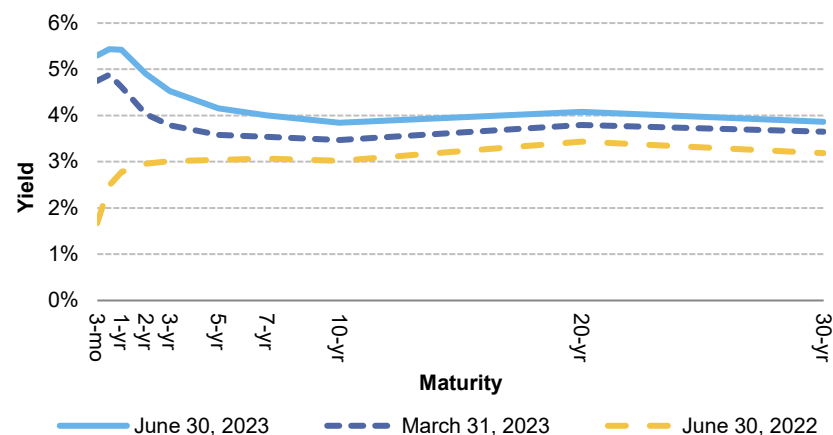
Source: Bloomberg.

Interest Rate Overview

U.S. Treasury Note Yields



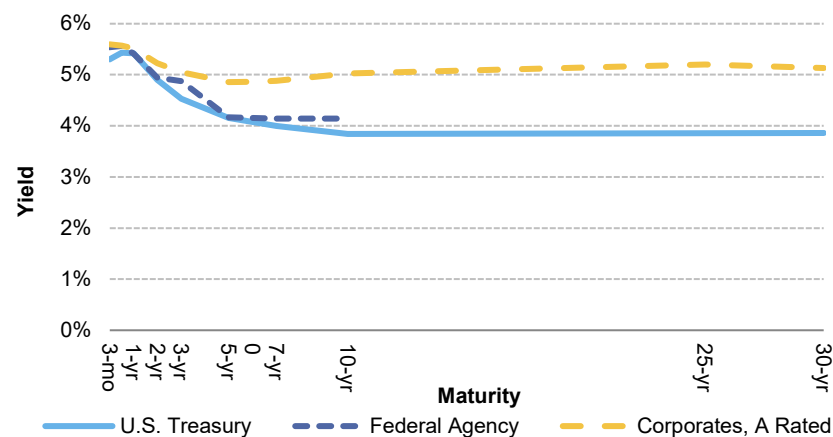
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	Jun '23	Mar '23	Change over Quarter	Jun '22	Change over Year
3-Month	5.30%	4.75%	0.55%	1.67%	3.63%
1-Year	5.42%	4.62%	0.80%	2.78%	2.64%
2-Year	4.90%	4.03%	0.87%	2.96%	1.94%
5-Year	4.16%	3.58%	0.58%	3.04%	1.12%
10-Year	3.84%	3.47%	0.37%	3.02%	0.82%
30-Year	3.86%	3.65%	0.21%	3.19%	0.67%

Yield Curves as of 06/30/2023



Source: Bloomberg.

ICE BofAML Index Returns

As of 06/30/2023

Returns for Periods ended 06/30/2023

June 30, 2023	Duration	Yield	3 Month	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.82	4.98%	(0.57%)	0.13%	(1.05%)
Federal Agency	1.70	5.11%	(0.28%)	0.35%	(0.87%)
U.S. Corporates, A-AAA rated	1.87	5.62%	0.12%	1.27%	(0.48%)
Agency MBS (0 to 3 years)	1.99	5.32%	(0.18%)	(0.07%)	(1.95%)
Taxable Municipals	1.77	5.30%	(0.39%)	0.11%	0.53%
1-5 Year Indices					
U.S. Treasury	2.57	4.71%	(0.86%)	(0.43%)	(1.79%)
Federal Agency	2.04	4.99%	(0.39%)	(0.05%)	(1.49%)
U.S. Corporates, A-AAA rated	2.62	5.47%	(0.05%)	1.20%	(1.14%)
Agency MBS (0 to 5 years)	3.10	5.09%	(0.44%)	(0.62%)	(2.39%)
Taxable Municipals	2.60	5.12%	(0.54%)	0.08%	(0.45%)
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	6.46	4.36%	(1.41%)	(2.47%)	(4.97%)
Federal Agency	3.36	4.81%	(0.43%)	(0.61%)	(2.53%)
U.S. Corporates, A-AAA rated	7.02	5.30%	(0.42%)	0.44%	(3.89%)
Agency MBS (0 to 30 years)	5.62	4.78%	(0.53%)	(1.56%)	(3.77%)
Taxable Municipals	9.28	5.02%	(0.40%)	(0.61%)	(4.24%)

Returns for periods greater than one year are annualized.

Source: ICE BofAML Indices.

Disclosures

PFM Asset Management LLC ("PFMAM") is an investment adviser registered with the U.S. Securities and Exchange Commission and a subsidiary of U.S. Bancorp Asset Management, Inc. ("USBAM"). USBAM is a subsidiary of U.S. Bank National Association ("U.S. Bank"). U.S. Bank is a separate entity and subsidiary of U.S. Bancorp. U.S. Bank is not responsible for and does not guarantee the products, services or performance of PFMAM.

The views expressed within this material constitute the perspective and judgment of PFM Asset Management LLC at the time of distribution and are subject to change. Information is obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness, or suitability. The information contained in this report is not an offer to purchase or sell any securities.

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Portfolio Review: CITY OF SUISUN CITY

Certificate of Compliance

During the reporting period for the quarter ended June 30, 2023, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

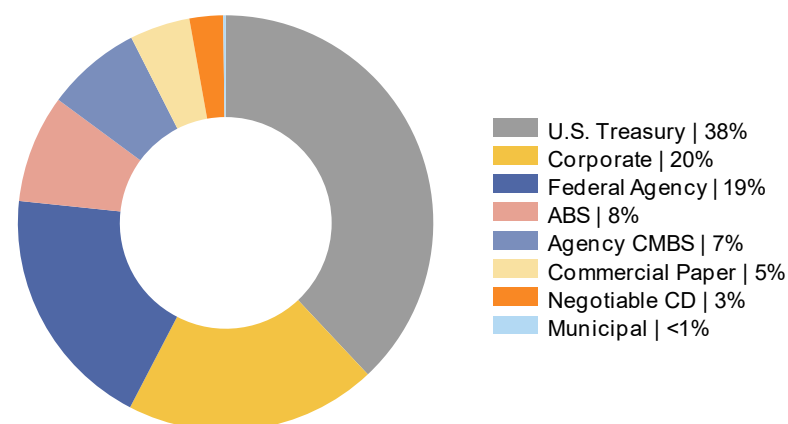
Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").

Portfolio Snapshot¹

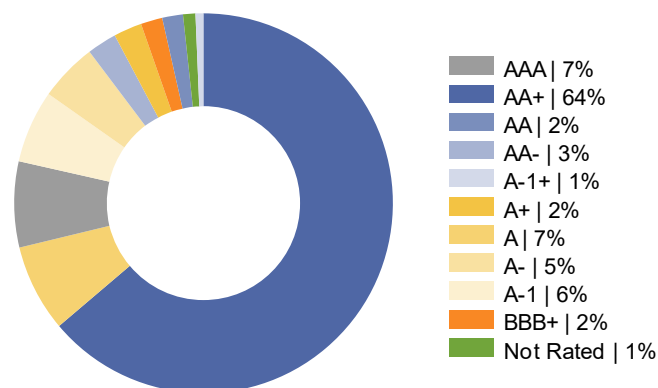
Portfolio Statistics

Total Market Value	\$22,068,331.97
Securities Sub-Total	\$21,941,684.51
Accrued Interest	\$103,092.21
Cash	\$23,555.25
Portfolio Effective Duration	2.00 years
Benchmark Effective Duration	1.98 years
Yield At Cost	2.73%
Yield At Market	4.97%
Portfolio Credit Quality	AA

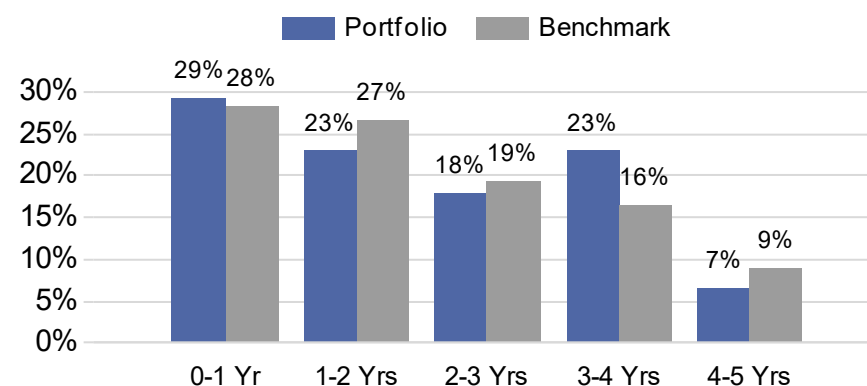
Sector Allocation



Credit Quality - S&P



Duration Distribution



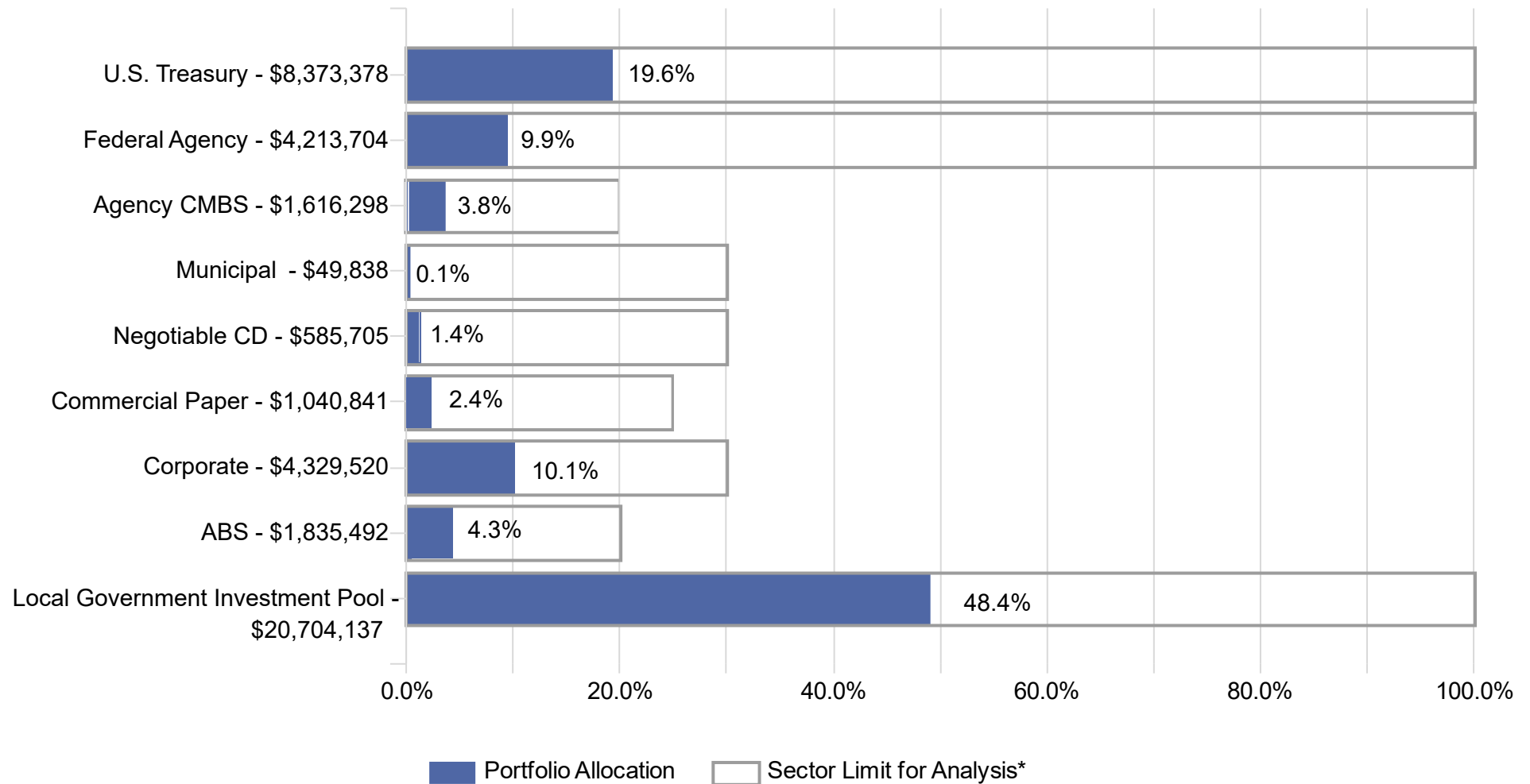
1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is currently the ICE BofA 0-5 Year U.S. Treasury Index. Prior to 6/30/06 it was the ICE BofA 1-3 Year U.S. Treasury Index. Source: Bloomberg. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Account Summary

CITY OF SUISUN CITY			
Portfolio Values	June 30, 2023	Analytics ¹	June 30, 2023
PFMAM Managed Account	\$21,941,685	Yield at Market	4.97%
Amortized Cost	\$22,818,250	Yield on Cost	2.73%
Market Value	\$21,941,685	Portfolio Duration	2.00
Accrued Interest	\$103,092		
Cash	\$23,555		

1. Yield at market, yield on cost, and portfolio duration only include investments held within the separately managed account(s), excludes balances invested in overnight funds.

Sector Allocation Analytics

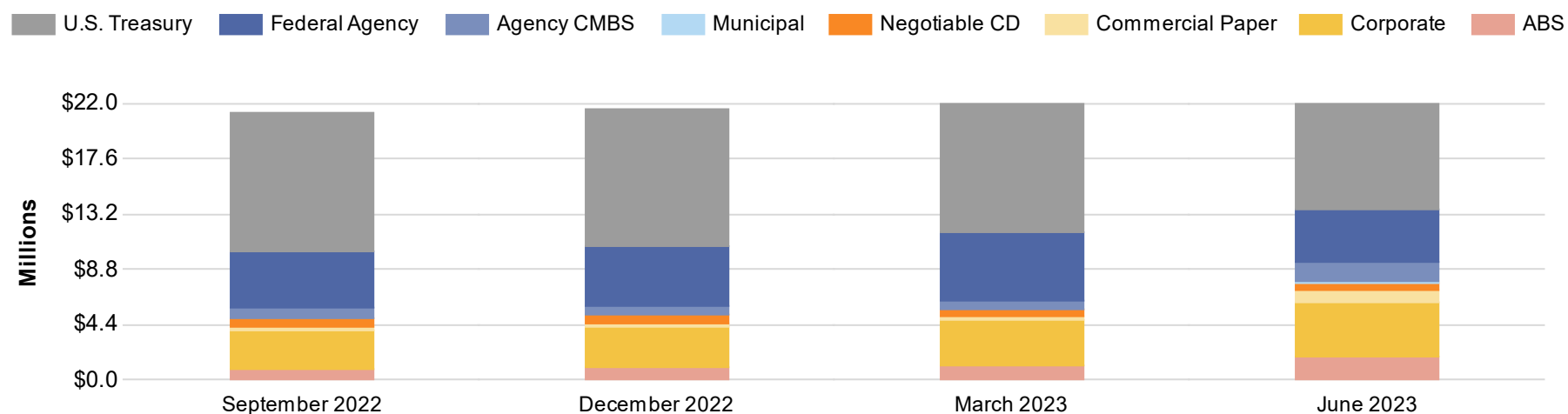


For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

Sector Allocation Review

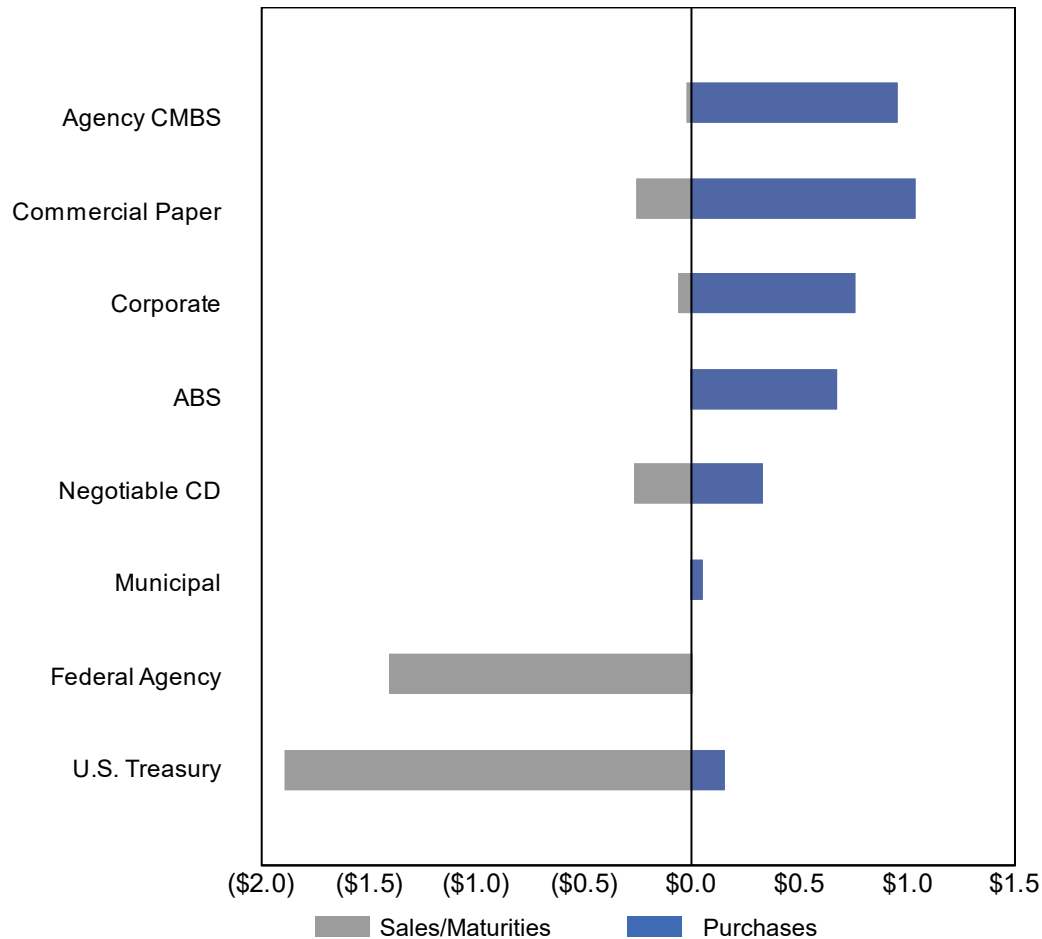
Security Type	Sep-22	% of Total	Dec-22	% of Total	Mar-23	% of Total	Jun-23	% of Total
U.S. Treasury	\$11.1	52.0%	\$10.9	50.7%	\$10.2	46.1%	\$8.3	38.0%
Federal Agency	\$4.6	21.3%	\$4.8	22.1%	\$5.6	25.4%	\$4.2	19.1%
Agency CMBS	\$0.7	3.5%	\$0.7	3.2%	\$0.7	3.2%	\$1.6	7.4%
Municipal	\$0.0	0.0%	\$0.0	0.0%	\$0.0	0.0%	\$0.0	0.2%
Negotiable CD	\$0.7	3.5%	\$0.7	3.5%	\$0.5	2.3%	\$0.6	2.6%
Commercial Paper	\$0.2	1.1%	\$0.2	1.1%	\$0.2	1.1%	\$1.0	4.7%
Corporate	\$3.1	14.7%	\$3.2	14.7%	\$3.6	16.5%	\$4.3	19.6%
ABS	\$0.8	3.9%	\$1.0	4.7%	\$1.2	5.4%	\$1.8	8.4%
Total	\$21.4	100.0%	\$21.6	100.0%	\$22.0	100.0%	\$21.9	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Portfolio Activity

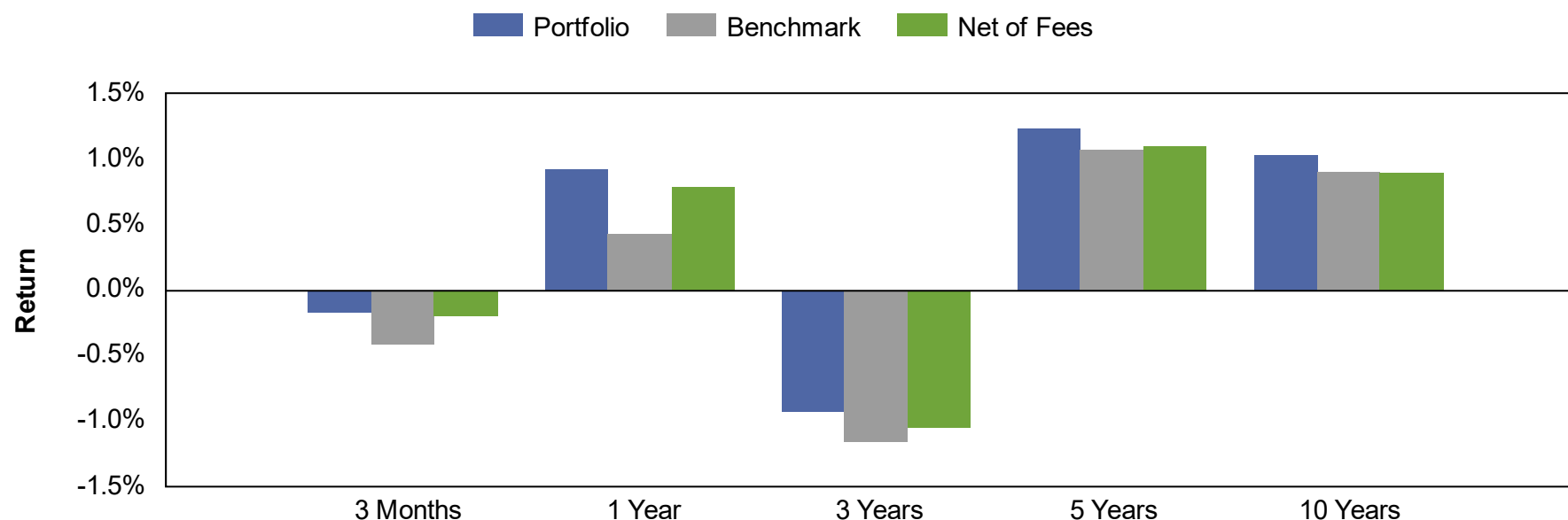
Net Activity by Sector
(\$ millions)



Sector	Net Activity
Agency CMBS	\$936,696
Commercial Paper	\$787,395
Corporate	\$699,183
ABS	\$671,444
Negotiable CD	\$68,156
Municipal	\$50,000
Federal Agency	(\$1,395,995)
U.S. Treasury	(\$1,732,515)
Total Net Activity	\$84,364

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years
Interest Earned ²	\$115,658	\$391,919	\$927,361	\$1,610,708	\$2,775,142
Change in Market Value	(\$152,530)	(\$192,726)	(\$1,559,464)	(\$562,540)	(\$886,012)
Total Dollar Return	(\$36,872)	\$199,193	(\$632,103)	\$1,048,168	\$1,889,130
Total Return³					
Portfolio	-0.17%	0.91%	-0.93%	1.22%	1.02%
Benchmark ⁴	-0.42%	0.42%	-1.16%	1.06%	0.90%
Basis Point Fee	0.03%	0.13%	0.13%	0.13%	0.13%
Net of Fee Return	-0.20%	0.78%	-1.06%	1.09%	0.89%

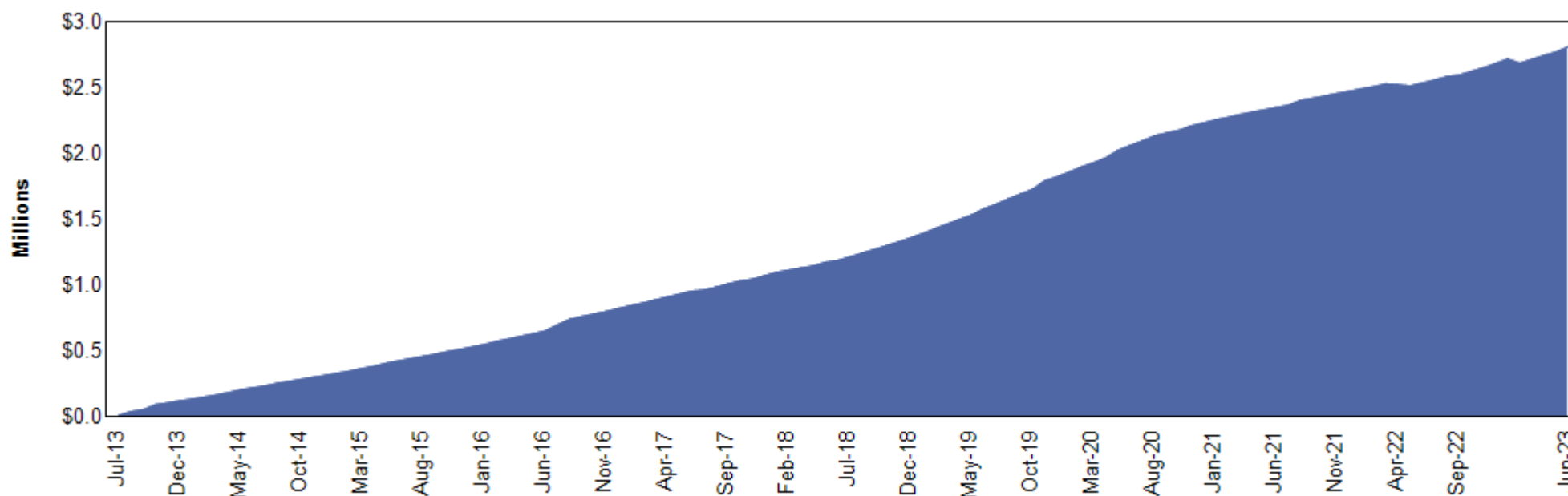
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is September 30, 2005.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is currently the ICE BofA 0-5 Year U.S Treasury Index. Prior to 6/30/06 it was the ICE BofA 1-3 Year U.S Treasury Index. Source: Bloomberg.

Accrual Basis Earnings



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year ¹
Interest Earned ²	\$115,658	\$391,919	\$927,361	\$1,610,708	\$2,775,142
Realized Gains / (Losses) ³	(\$42,994)	(\$140,308)	(\$123,270)	(\$12,035)	\$64,275
Change in Amortized Cost	\$22,547	\$23,479	(\$54,084)	\$23,974	(\$27,729)
Total Earnings	\$95,210	\$275,090	\$750,007	\$1,622,647	\$2,811,689

1. The lesser of 10 years or since inception is shown. Performance inception date is September 30, 2005.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

Portfolio Holdings and Transactions

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	38.0%	
UNITED STATES TREASURY	38.0%	AA / Aaa / AAA
Federal Agency	19.1%	
FANNIE MAE	6.8%	AA / Aaa / AAA
FEDERAL FARM CREDIT BANKS	0.6%	AA / Aaa / AAA
FEDERAL HOME LOAN BANKS	7.3%	AA / Aaa / NR
FREDDIE MAC	4.3%	AA / Aaa / AAA
Agency CMBS	7.3%	
FREDDIE MAC	7.3%	AA / Aaa / AAA
Municipal	0.2%	
STATE OF CONNECTICUT	0.2%	AA / Aa / AA
Negotiable CD	2.7%	
BANK OF AMERICA CO	1.5%	A / Aa / AA
TORONTO-DOMINION BANK	1.2%	A / A / NR
Commercial Paper	4.7%	
MITSUBISHI UFJ FINANCIAL GROUP INC	1.7%	A / Aa / A
NATIXIS NY BRANCH	3.0%	A / Aa / AA
Corporate	19.6%	
AMAZON.COM INC	0.7%	AA / A / AA
AMERICAN EXPRESS CO	0.7%	BBB / A / A
AMERICAN HONDA FINANCE	0.8%	A / A / A
BANK OF AMERICA CO	0.5%	A / A / AA
BRISTOL-MYERS SQUIBB CO	0.8%	A / A / NR
CATERPILLAR INC	1.2%	A / A / A
CITIGROUP INC	0.4%	BBB / A / A
COLGATE-PALMOLIVE COMPANY	0.7%	AA / Aa / NR
DEERE & COMPANY	0.7%	A / A / A

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	19.6%	
GOLDMAN SACHS GROUP INC	0.8%	BBB / A / A
HERSHEY COMPANY	0.2%	A / A / NR
HOME DEPOT INC	0.6%	A / A / A
HONEYWELL INTERNATIONAL	0.5%	A / A / A
IBM CORP	0.7%	A / A / NR
INTEL CORPORATION	0.7%	A / A / A
JP MORGAN CHASE & CO	0.8%	A / A / AA
LOCKHEED MARTIN CORP	0.3%	A / A / A
MERCK & CO INC	0.3%	A / A / NR
Meta Platforms Inc	0.5%	AA / A / NR
MORGAN STANLEY	0.6%	A / A / A
NATIONAL AUSTRALIA BANK LTD	1.1%	AA / Aa / NR
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.7%	A / A / A
NORTHERN TRUST	0.5%	A / A / A
STATE STREET CORPORATION	0.7%	A / A / AA
TARGET CORP	0.5%	A / A / A
THE BANK OF NEW YORK MELLON CORPORATION	1.1%	A / A / AA
TOYOTA MOTOR CORP	0.7%	A / A / A
TRUIST FIN CORP	0.7%	A / A / A
UNITEDHEALTH GROUP INC	0.2%	A / A / A
WAL-MART STORES INC	1.1%	AA / Aa / AA
ABS	8.3%	
AMERICAN EXPRESS CO	0.9%	AAA / NR / AAA
BANK OF AMERICA CO	1.3%	AAA / Aaa / AAA
BMW VEHICLE OWNER TRUST	0.3%	AAA / Aaa / NR

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
ABS	8.3%	
CAPITAL ONE FINANCIAL CORP	0.9%	AAA / NR / AAA
CARMAX AUTO OWNER TRUST	0.7%	AAA / NR / AAA
DISCOVER FINANCIAL SERVICES	1.8%	AAA / Aaa / AAA
FORD CREDIT AUTO OWNER TRUST	0.7%	AAA / NR / AAA
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	0.2%	AAA / NR / AAA
HARLEY-DAVIDSON MOTORCYCLE TRUST	0.3%	NR / Aaa / AAA
HYUNDAI AUTO RECEIVABLES	0.5%	AAA / NR / AAA
MERCEDES-BENZ AUTO RECEIVABLES	0.8%	AAA / Aaa / NR
Total	100.0%	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY BILL DTD 04/04/2023 0.000% 08/01/2023	912797GA9	150,000.00	A-1+	P-1	6/26/2023	6/27/2023	149,267.55	5.05	0.00	149,351.26	149,386.17
US TREASURY NOTES DTD 09/30/2016 1.375% 09/30/2023	912828T26	100,000.00	AA+	Aaa	8/24/2021	8/25/2021	102,339.84	0.26	345.63	100,277.97	99,046.88
US TREASURY NOTES DTD 10/31/2016 1.625% 10/31/2023	912828T91	205,000.00	AA+	Aaa	10/25/2021	10/26/2021	209,748.63	0.47	561.24	205,788.21	202,565.63
US TREASURY NOTES DTD 02/28/2019 2.375% 02/29/2024	9128286G0	320,000.00	AA+	Aaa	8/11/2021	8/12/2021	336,487.50	0.35	2,540.22	324,303.40	313,600.00
US TREASURY NOTES DTD 03/31/2017 2.125% 03/31/2024	912828W71	60,000.00	AA+	Aaa	8/1/2019	8/5/2019	60,806.25	1.82	320.49	60,129.95	58,556.25
US TREASURY NOTES DTD 03/31/2017 2.125% 03/31/2024	912828W71	500,000.00	AA+	Aaa	10/4/2021	10/6/2021	521,425.78	0.39	2,670.77	506,472.62	487,968.75
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	250,000.00	AA+	Aaa	5/3/2019	5/6/2019	245,830.08	2.36	842.39	249,303.87	243,007.80
US TREASURY NOTES DTD 05/15/2014 2.500% 05/15/2024	912828WJ5	430,000.00	AA+	Aaa	9/27/2019	9/30/2019	447,048.83	1.61	1,372.96	433,220.00	419,182.83
US TREASURY N/B NOTES DTD 07/15/2021 0.375% 07/15/2024	91282CCL3	425,000.00	AA+	Aaa	8/2/2021	8/4/2021	425,581.05	0.33	735.24	425,205.20	403,617.19
US TREASURY NOTES DTD 08/15/2014 2.375% 08/15/2024	912828D56	290,000.00	AA+	Aaa	8/29/2019	8/30/2019	303,095.31	1.43	2,587.57	292,970.29	280,620.30
US TREASURY NOTES DTD 10/02/2017 2.125% 09/30/2024	912828Y5	300,000.00	AA+	Aaa	10/4/2021	10/6/2021	314,414.06	0.50	1,602.46	306,043.33	288,468.75
US TREASURY N/B NOTES DTD 10/15/2021 0.625% 10/15/2024	91282CDB4	210,000.00	AA+	Aaa	10/25/2021	10/26/2021	209,294.53	0.74	276.13	209,693.10	197,826.55
US TREASURY N/B NOTES DTD 11/15/2021 0.750% 11/15/2024	91282CDH1	225,000.00	AA+	Aaa	5/6/2022	5/9/2022	213,477.54	2.87	215.52	218,707.06	211,605.48
US TREASURY NOTES DTD 11/30/2017 2.125% 11/30/2024	9128283J7	110,000.00	AA+	Aaa	1/2/2020	1/6/2020	112,384.77	1.66	197.98	110,690.12	105,342.18
US TREASURY NOTES DTD 12/31/2019 1.750% 12/31/2024	912828YY0	75,000.00	AA+	Aaa	10/27/2020	10/27/2020	79,564.45	0.28	3.57	76,642.13	71,296.88

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 07/31/2020 0.250% 07/31/2025	91282CAB7	200,000.00	AA+	Aaa	8/2/2021	8/4/2021	197,843.75	0.52	208.56	198,873.78	181,937.50
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	400,000.00	AA+	Aaa	10/25/2021	10/26/2021	388,875.00	0.97	251.37	393,627.35	362,250.00
US TREASURY NOTES DTD 10/31/2020 0.250% 10/31/2025	91282CAT8	250,000.00	AA+	Aaa	3/30/2021	3/31/2021	243,710.94	0.81	105.30	246,797.27	225,625.00
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	250,000.00	AA+	Aaa	10/25/2021	10/26/2021	243,466.80	1.03	79.41	246,143.84	225,625.00
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	325,000.00	AA+	Aaa	7/1/2021	7/7/2021	318,614.26	0.82	3.31	321,436.77	292,957.02
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	300,000.00	AA+	Aaa	6/2/2021	6/7/2021	295,593.75	0.70	3.06	297,585.54	270,421.86
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	55,000.00	AA+	Aaa	5/4/2021	5/6/2021	54,069.73	0.75	0.56	54,499.84	49,577.34
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	250,000.00	AA+	Aaa	3/1/2021	3/3/2021	246,162.11	0.69	391.06	247,979.50	224,414.05
US TREASURY N/B NOTES DTD 07/31/2021 0.625% 07/31/2026	91282CCP4	250,000.00	AA+	Aaa	1/3/2022	1/5/2022	242,285.16	1.32	651.76	244,792.02	222,734.38
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	300,000.00	AA+	Aaa	10/25/2021	10/26/2021	295,792.97	1.17	659.84	297,225.70	268,406.25
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	200,000.00	AA+	Aaa	10/4/2021	10/6/2021	199,328.12	0.94	439.89	199,561.80	178,937.50
US TREASURY NOTES DTD 11/15/2016 2.000% 11/15/2026	91282U24	250,000.00	AA+	Aaa	6/8/2022	6/10/2022	238,994.14	3.07	638.59	241,618.14	231,250.00
US TREASURY N/B NOTES DTD 12/31/2021 1.250% 12/31/2026	91282CDQ1	200,000.00	AA+	Aaa	1/3/2022	1/5/2022	199,062.50	1.35	6.79	199,341.54	180,000.00
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	91282V98	230,000.00	AA+	Aaa	8/1/2022	8/5/2022	225,301.17	2.73	1,944.20	226,238.10	213,864.07
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	91282V98	200,000.00	AA+	Aaa	11/28/2022	11/30/2022	186,414.06	4.02	1,690.61	188,295.60	185,968.76
US TREASURY NOTES DTD 05/15/2017 2.375% 05/15/2027	91282X88	250,000.00	AA+	Aaa	10/31/2022	11/1/2022	230,273.44	4.31	758.32	233,156.19	232,812.50
US TREASURY NOTES DTD 05/15/2017 2.375% 05/15/2027	91282X88	270,000.00	AA+	Aaa	9/1/2022	9/6/2022	257,649.61	3.44	818.99	259,799.39	251,437.50

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B NOTES DTD 06/30/2022 3.250% 06/30/2027	91282CEW7	400,000.00	AA+	Aaa	12/28/2022	1/3/2023	388,078.13	3.98	35.33	389,380.15	384,687.52
US TREASURY NOTES DTD 08/31/2020 0.500% 08/31/2027	91282CAH4	250,000.00	AA+	Aaa	11/28/2022	11/30/2022	213,046.88	3.94	417.80	217,583.49	214,453.13
US TREASURY N/B NOTES DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	325,000.00	AA+	Aaa	2/27/2023	2/28/2023	323,108.40	4.26	2,258.66	323,244.78	323,273.44
US TREASURY NOTES DTD 02/15/2018 2.750% 02/15/2028	9128283W8	100,000.00	AA+	Aaa	2/27/2023	2/28/2023	93,500.00	4.21	1,033.15	93,940.98	93,984.38
Security Type Sub-Total		8,905,000.00					8,811,937.09	1.76	26,668.73	8,789,920.28	8,346,708.84
Negotiable CD											
BANK OF AMERICA NA CERT DEPOS DTD 05/31/2023 5.750% 12/12/2023	06052T3H1	325,000.00	A-1	P-1	5/26/2023	5/31/2023	325,000.00	5.75	1,609.20	325,000.00	324,814.27
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.600% 10/27/2025	89115B6K1	250,000.00	A	A1	10/27/2022	10/31/2022	250,000.00	5.58	9,450.00	250,000.00	249,831.08
Security Type Sub-Total		575,000.00					575,000.00	5.68	11,059.20	575,000.00	574,645.35
Municipal											
CONNECTICUT ST-A-TXBL MUNICIPAL BONDS DTD 06/22/2023 4.506% 05/15/2028	20772KTK5	50,000.00	AA-	Aa3	6/1/2023	6/22/2023	50,000.00	4.51	56.33	50,000.00	49,782.00
Security Type Sub-Total		50,000.00					50,000.00	4.51	56.33	50,000.00	49,782.00
Federal Agency											
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	160,000.00	AA+	Aaa	7/8/2020	7/10/2020	159,656.00	0.32	190.00	159,997.17	159,842.88
FANNIE MAE NOTES (CALLABLE) DTD 08/10/2020 0.300% 08/10/2023	3135G05R0	160,000.00	AA+	Aaa	8/11/2020	8/12/2020	159,712.00	0.36	188.00	159,989.46	159,176.64
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	140,000.00	AA+	Aaa	9/2/2020	9/4/2020	139,953.80	0.26	109.86	139,997.10	138,710.88

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency											
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	110,000.00	AA+	Aaa	9/2/2020	9/4/2020	110,020.09	0.24	86.32	110,001.26	108,987.12
FEDERAL HOME LOAN BANK NOTES DTD 08/28/2013 3.375% 09/08/2023	313383YJ4	150,000.00	AA+	Aaa	12/4/2018	12/6/2018	152,609.40	2.98	1,589.06	150,103.65	149,442.45
FANNIE MAE NOTES DTD 09/14/2018 2.875% 09/12/2023	3135G0U43	200,000.00	AA+	Aaa	9/12/2018	9/14/2018	199,180.00	2.96	1,740.97	199,967.18	199,025.60
FREDDIE MAC NOTES DTD 10/16/2020 0.125% 10/16/2023	3137EAEY1	95,000.00	AA+	Aaa	10/14/2020	10/16/2020	94,645.65	0.25	24.74	94,965.37	93,586.21
FANNIE MAE NOTES DTD 11/25/2020 0.250% 11/27/2023	3135G06H1	155,000.00	AA+	Aaa	11/23/2020	11/25/2020	154,823.30	0.29	36.60	154,976.00	151,864.51
FHLB BONDS DTD 02/15/2019 2.500% 02/13/2024	3130AFW94	250,000.00	AA+	Aaa	2/14/2019	2/15/2019	249,115.00	2.58	2,395.83	249,889.86	245,571.25
FEDERAL HOME LOAN BANK NOTES DTD 11/04/2022 4.750% 03/08/2024	3130ATUQ8	300,000.00	AA+	Aaa	12/28/2022	1/3/2023	299,673.00	4.85	4,472.92	299,809.12	298,511.70
FEDERAL FARM CREDIT BANK NOTES DTD 05/16/2022 2.625% 05/16/2024	3133ENWP1	140,000.00	AA+	Aaa	5/10/2022	5/16/2022	139,811.00	2.69	459.38	139,917.26	136,644.48
FEDERAL HOME LOAN BANK NOTES (CALLABLE) DTD 06/23/2021 0.430% 09/23/2024	3130AMVV1	250,000.00	AA+	Aaa	3/27/2023	3/31/2023	235,380.00	4.56	23.89	237,861.62	234,759.75
FEDERAL HOME LOAN BANK NOTES (CALLABLE) DTD 11/08/2021 1.000% 11/08/2024	3130APQ81	200,000.00	AA+	Aaa	8/5/2022	8/8/2022	189,644.00	3.41	294.44	193,758.72	188,237.20
FANNIE MAE NOTES DTD 01/10/2020 1.625% 01/07/2025	3135G0X24	100,000.00	AA+	Aaa	1/8/2020	1/10/2020	99,681.00	1.69	785.42	99,902.76	94,831.90
FREDDIE MAC NOTES (CALLABLE) DTD 01/24/2023 5.150% 01/24/2025	3134GYDT6	200,000.00	AA+	Aaa	1/5/2023	1/24/2023	200,000.00	5.15	4,491.94	200,000.00	198,405.60
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	120,000.00	AA+	Aaa	4/15/2020	4/16/2020	119,404.80	0.60	128.33	119,786.92	110,819.16
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	130,000.00	AA+	Aaa	4/22/2020	4/24/2020	129,732.20	0.67	155.73	129,902.95	120,232.97
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	280,000.00	AA+	Aaa	7/10/2020	7/13/2020	280,495.60	0.46	54.44	280,197.41	256,867.80
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	235,000.00	AA+	Aaa	8/25/2020	8/27/2020	233,900.20	0.47	308.44	234,526.07	213,661.77

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency											
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	230,000.00	AA+	Aaa	9/23/2020	9/25/2020	229,307.70	0.44	234.79	229,690.67	208,578.26
FREDDIE MAC NOTES (CALLABLE) DTD 10/23/2020 0.650% 10/22/2025	3134GWZV1	225,000.00	AA+	Aaa	12/6/2021	12/7/2021	219,937.50	1.25	280.31	221,980.39	203,738.40
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	155,000.00	AA+	Aaa	11/9/2020	11/12/2020	154,445.10	0.57	116.25	154,737.94	140,303.52
FEDERAL HOME LOAN BANK NOTES (CALLABLE) DTD 08/20/2021 1.100% 08/20/2026	3130ANMH0	200,000.00	AA+	Aaa	7/19/2022	7/20/2022	182,338.00	3.44	800.56	186,433.88	178,594.40
FEDERAL HOME LOAN BANK NOTES DTD 10/25/2022 4.500% 03/10/2028	3130ATS57	200,000.00	AA+	Aaa	3/21/2023	3/23/2023	204,684.49	3.98	2,775.00	204,426.25	201,566.60
Security Type Sub-Total		4,385,000.00					4,338,149.83	2.10	21,743.22	4,352,819.01	4,191,961.05
Corporate											
AMERICAN EXPRESS CO CORPORATE NOTES DTD 05/03/2022 3.375% 05/03/2024	025816CV9	165,000.00	BBB+	A2	4/28/2022	5/3/2022	164,983.50	3.38	897.19	164,993.07	161,762.04
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 01/13/2022 1.450% 01/13/2025	89236TJT3	165,000.00	A+	A1	1/10/2022	1/13/2022	164,778.90	1.50	1,116.50	164,886.63	155,645.82
AMERICAN HONDA FINANCE CORPORATE NOTES DTD 01/13/2022 1.500% 01/13/2025	02665WEA5	175,000.00	A-	A3	1/11/2022	1/13/2022	174,861.75	1.53	1,225.00	174,929.11	165,316.90
GOLDMAN SACHS GROUP INC (CALLABLE) CORP DTD 01/24/2022 1.757% 01/24/2025	38141GZH0	170,000.00	BBB+	A2	1/19/2022	1/24/2022	170,000.00	1.76	1,302.62	170,000.00	165,563.68
NATIONAL RURAL UTIL COOP CORPORATE NOTES DTD 02/07/2022 1.875% 02/07/2025	63743HFC1	160,000.00	A-	A2	4/22/2022	4/26/2022	153,728.00	3.36	1,200.00	156,383.43	151,118.08
HOME DEPOT INC (CALLABLE) CORPORATE NOTE DTD 03/28/2022 2.700% 04/15/2025	437076CM2	15,000.00	A	A2	3/24/2022	3/28/2022	14,973.75	2.76	85.50	14,984.59	14,358.06
BANK OF NY MELLON CORP (CALLABLE) CORP N DTD 04/26/2022 3.350% 04/25/2025	06406RBC0	100,000.00	A	A1	4/19/2022	4/26/2022	99,986.00	3.36	614.17	99,991.51	95,985.50

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 05/13/2022 3.400% 05/13/2025	14913R2V8	130,000.00	A	A2	5/10/2022	5/13/2022	129,834.90	3.44	589.33	129,897.26	125,952.71
HOME DEPOT INC NOTES (CALLABLE) DTD 09/19/2022 4.000% 09/15/2025	437076CR1	25,000.00	A	A2	9/12/2022	9/19/2022	24,991.00	4.01	294.44	24,993.35	24,512.60
CITIGROUP INC CORP NOTES (CALLABLE) DTD 01/25/2022 2.014% 01/25/2026	17327CAN3	85,000.00	BBB+	A3	1/18/2022	1/25/2022	85,000.00	2.01	741.82	85,000.00	79,880.45
STATE STREET CORP (CALLABLE) CORPORATE N DTD 02/07/2022 1.746% 02/06/2026	857477BR3	160,000.00	A	A1	4/22/2022	4/26/2022	152,467.20	3.08	1,125.20	154,816.43	149,076.96
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 02/18/2022 2.630% 02/18/2026	61747YEM3	135,000.00	A-	A1	2/16/2022	2/18/2022	135,000.00	2.63	1,311.71	135,000.00	127,817.73
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/24/2022 2.595% 02/24/2026	46647PCV6	175,000.00	A-	A1	2/16/2022	2/24/2022	175,000.00	2.60	1,602.05	175,000.00	165,923.63
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 02/12/2016 3.000% 04/01/2026	437076BM3	100,000.00	A	A2	3/6/2023	3/8/2023	94,335.00	5.02	750.00	94,916.67	95,705.10
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/08/2023 4.750% 06/08/2026	24422EWX3	30,000.00	A	A2	6/5/2023	6/8/2023	29,982.60	4.77	91.04	29,982.97	29,905.41
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/08/2023 4.750% 06/08/2026	24422EWX3	20,000.00	A	A2	6/6/2023	6/8/2023	20,029.80	4.70	60.70	20,029.17	19,936.94
CATERPILLAR FINL SERVICE CORPORATE NOTES DTD 01/10/2022 1.700% 01/08/2027	14913R2U0	150,000.00	A	A2	1/10/2022	1/12/2022	148,989.00	1.84	1,225.42	149,285.86	135,430.05
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 01/10/2022 1.700% 01/11/2027	24422EWA3	125,000.00	A	A2	1/11/2022	1/13/2022	124,295.00	1.82	1,003.47	124,501.40	112,551.13
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	30,000.00	A	A2	1/19/2022	1/24/2022	29,949.00	1.99	269.75	29,963.68	27,450.78

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	100,000.00	A	A2	1/21/2022	1/25/2022	100,219.00	1.90	899.17	100,154.96	91,502.60
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	165,000.00	A	A1	1/26/2022	1/28/2022	165,199.65	2.02	1,456.35	165,141.86	148,297.71
IBM CORP CORP NOTES (CALLABLE) DTD 02/09/2022 2.200% 02/09/2027	459200KM2	175,000.00	A-	A3	2/23/2022	2/25/2022	172,840.50	2.47	1,518.61	173,426.31	158,960.38
HONEYWELL INTERNATIONAL (CALLABLE) CORP DTD 08/16/2021 1.100% 03/01/2027	438516CE4	125,000.00	A	A2	3/1/2022	3/3/2022	119,160.00	2.09	458.33	120,712.85	110,192.13
TRUIST FINANCIAL CORP NOTES (CALLABLE) DTD 03/02/2021 1.267% 03/02/2027	89788MAD4	165,000.00	A-	A3	3/10/2022	3/14/2022	155,034.00	2.57	691.04	157,638.13	145,526.21
AMAZON.COM INC CORP NOTE (CALLABLE) DTD 04/13/2022 3.300% 04/13/2027	023135CF1	160,000.00	AA	A1	4/22/2022	4/26/2022	158,696.00	3.48	1,144.00	159,006.00	152,355.84
NORTHERN TRUST CORP NOTE (CALLABLE) DTD 05/10/2022 4.000% 05/10/2027	665859AW4	110,000.00	A+	A2	5/10/2022	5/12/2022	111,062.60	3.79	623.33	110,816.79	105,764.56
UNITEDHEALTH GROUP INC CORP NOTES (CALLA DTD 05/20/2022 3.700% 05/15/2027	91324PEG3	35,000.00	A+	A3	5/17/2022	5/20/2022	34,981.10	3.71	165.47	34,985.32	33,701.22
BANK OF AMERICA CORP CORP NOTES (CALLABL DTD 04/22/2021 1.734% 07/22/2027	06051GJS9	120,000.00	A-	A1	6/2/2023	6/6/2023	107,098.80	4.62	919.02	107,312.82	107,033.16
INTEL CORP NOTES (CALLABLE) DTD 08/05/2022 3.750% 08/05/2027	458140BY5	170,000.00	A	A2	8/10/2022	8/12/2022	170,205.70	3.72	2,585.42	170,168.54	162,484.30
WALMART INC CORP NOTES (CALLABLE) DTD 09/09/2022 3.950% 09/09/2027	931142EX7	165,000.00	AA	Aa2	9/12/2022	9/14/2022	165,267.30	3.91	2,027.67	165,223.99	161,710.56
BRISTOL-MYERS SQUIBB CO CORP NOTES (CALL DTD 07/15/2020 3.900% 02/20/2028	110122DE5	175,000.00	A+	A2	3/13/2023	3/15/2023	170,044.00	4.55	2,483.54	170,340.87	169,888.95

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
COLGATE-PALMOLIVE CO CORP NOTES (CALLABL DTD 03/01/2023 4.600% 03/01/2028	194162AR4	150,000.00	AA-	Aa3	3/6/2023	3/8/2023	149,926.50	4.61	2,300.00	149,931.14	150,767.10
WALMART INC CORPORATE NOTES (CALLABLE) DTD 04/18/2023 3.900% 04/15/2028	931142FB4	75,000.00	AA	Aa2	4/12/2023	4/18/2023	74,862.00	3.94	593.13	74,867.60	73,130.03
HERSHEY COMPANY CORP NOTES CALLABLE DTD 05/04/2023 4.250% 05/04/2028	427866BH0	40,000.00	A	A1	5/1/2023	5/4/2023	39,942.80	4.28	269.17	39,944.62	39,563.32
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 05/25/2023 4.450% 05/15/2028	539830BZ1	50,000.00	A-	A3	6/2/2023	6/6/2023	49,820.00	4.53	222.50	49,822.49	49,255.75
META PLATFORMS INC COPR NOTES (CALLABLE) DTD 05/03/2023 4.600% 05/15/2028	30303M8L9	105,000.00	AA-	A1	6/1/2023	6/5/2023	105,157.50	4.56	778.17	105,155.19	103,731.92
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 05/25/2023 4.450% 05/15/2028	539830BZ1	15,000.00	A-	A3	5/23/2023	5/25/2023	14,973.00	4.49	66.75	14,973.55	14,776.73
MERCK & CO INC CORP NOTES CALLABLE DTD 05/17/2023 4.050% 05/17/2028	58933YBH7	65,000.00	A+	A1	5/8/2023	5/17/2023	64,947.35	4.07	321.75	64,948.65	63,744.92
NATIONAL AUSTRALIA BK/NY CORPORATE NOTES DTD 06/13/2023 4.900% 06/13/2028	63253QAE4	250,000.00	AA-	Aa3	6/6/2023	6/13/2023	249,572.50	4.94	612.50	249,576.71	247,597.25
Security Type Sub-Total		4,530,000.00					4,472,195.70	3.21	35,641.83	4,483,703.52	4,293,878.21
Commercial Paper											
NATIXIS NY BRANCH COMM PAPER DTD 04/24/2023 0.000% 08/22/2023	63873KVN4	275,000.00	A-1	P-1	4/24/2023	4/26/2023	270,231.65	5.38	0.00	272,898.69	272,861.88
MUFG BANK LTD/NY COMM PAPER DTD 06/13/2023 0.000% 03/04/2024	62479LC45	400,000.00	A-1	P-1	6/12/2023	6/13/2023	383,717.22	5.76	0.00	384,823.22	384,513.20

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Commercial Paper											
NATIXIS NY BRANCH COMM PAPER DTD 06/23/2023 0.000% 03/19/2024	63873JCK4	400,000.00	A-1	P-1	6/23/2023	6/26/2023	383,446.00	5.82	0.00	383,756.00	383,466.40
Security Type Sub-Total		1,075,000.00					1,037,394.87	5.69	0.00	1,041,477.91	1,040,841.48
Agency CMBS											
FHMS K724 A2 DTD 01/01/2017 3.062% 11/01/2023	3137BTU25	74,187.83	AA+	Aaa	1/28/2021	2/2/2021	79,198.41	0.58	189.30	74,802.90	73,544.86
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	390,000.00	AA+	Aaa	3/19/2020	3/25/2020	409,317.19	1.95	995.15	395,856.09	376,994.23
FHMS K046 A2 DTD 06/17/2015 3.205% 03/01/2025	3137BJP64	220,000.00	AA+	Aaa	8/3/2022	8/8/2022	218,358.59	3.51	587.58	218,932.03	212,208.49
FHMS KJ32 A1 DTD 11/01/2020 0.516% 06/01/2025	3137F72U8	11,169.26	AA+	Aaa	11/18/2020	11/30/2020	11,169.21	0.52	4.80	11,169.24	10,635.61
FHMS K054 A2 DTD 04/20/2016 2.745% 01/01/2026	3137BNGT5	200,000.00	AA+	Aaa	4/11/2023	4/14/2023	191,718.75	4.37	457.50	192,369.24	189,265.17
FHMS K058 A2 DTD 11/09/2016 2.653% 08/01/2026	3137BSP72	200,000.00	AA+	Aaa	4/12/2023	4/17/2023	190,898.44	4.14	442.17	191,466.34	187,307.11
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	150,000.00	AA+	Aaa	5/19/2023	5/24/2023	145,382.81	4.31	418.38	145,522.39	143,231.48
FHMS K063 A2 DTD 03/01/2017 3.430% 01/01/2027	3137BVZ82	215,000.00	AA+	Aaa	5/19/2023	5/24/2023	208,491.21	4.34	614.54	208,678.87	205,497.62
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	225,000.00	AA+	Aaa	6/8/2023	6/13/2023	215,604.49	4.44	608.06	215,726.33	213,296.23
Security Type Sub-Total		1,685,357.09					1,670,139.10	3.47	4,317.48	1,654,523.43	1,611,980.80
ABS											
BMWOT 2022-A A3 DTD 05/18/2022 3.210% 08/25/2026	05602RAD3	60,000.00	AAA	Aaa	5/10/2022	5/18/2022	59,996.88	3.21	32.10	59,997.70	58,341.44
HART 2022-A A3 DTD 03/16/2022 2.220% 10/15/2026	448977AD0	110,000.00	AAA	NR	3/9/2022	3/16/2022	109,995.77	2.22	108.53	109,996.96	105,612.31
GMCAR 2022-1 A3 DTD 01/19/2022 1.260% 11/16/2026	380146AC4	50,000.00	AAA	NR	1/11/2022	1/19/2022	49,995.66	1.26	26.25	49,996.96	47,737.72

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
CARMX 2022-3 A3 DTD 07/20/2022 3.970% 04/15/2027	14318MAD1	155,000.00	AAA	NR	7/12/2022	7/20/2022	154,996.34	3.97	273.49	154,997.07	151,308.35
AMXCA 2022-2 A DTD 05/24/2022 3.390% 05/17/2027	02582JJT8	195,000.00	AAA	NR	5/17/2022	5/24/2022	194,956.87	3.39	293.80	194,966.43	188,257.74
DCENT 2022-A2 A DTD 05/26/2022 3.320% 05/17/2027	254683CS2	170,000.00	NR	Aaa	5/19/2022	5/26/2022	169,986.18	3.32	250.84	169,989.23	163,911.76
DCENT 2022-A3 A3 DTD 08/09/2022 3.560% 07/15/2027	254683CW3	125,000.00	AAA	Aaa	8/2/2022	8/9/2022	124,984.49	3.56	197.78	124,987.30	120,756.44
MBART 2022-1 A3 DTD 11/22/2022 5.210% 08/16/2027	58768PAC8	185,000.00	AAA	Aaa	11/15/2022	11/22/2022	184,963.41	5.21	428.38	184,968.09	183,696.01
HDMOT 2023-A A3 DTD 02/23/2023 5.050% 12/15/2027	41285JAD0	70,000.00	NR	Aaa	2/13/2023	2/23/2023	69,992.95	5.05	157.11	69,993.46	69,420.62
FORDO 2023-A A3 DTD 03/31/2023 4.650% 02/15/2028	344928AD8	80,000.00	AAA	NR	3/28/2023	3/31/2023	79,991.66	4.65	165.33	79,992.09	79,019.82
BACCT 2022-A2 A2 DTD 11/23/2022 5.000% 04/15/2028	05522RDF2	215,000.00	AAA	Aaa	5/31/2023	6/2/2023	216,016.21	4.89	477.78	215,999.64	213,880.34
COMET 2023-A1 A DTD 05/24/2023 4.420% 05/15/2028	14041NGD7	210,000.00	AAA	NR	5/17/2023	5/24/2023	209,951.85	4.43	953.98	209,952.86	206,261.41
BACCT 2023-A1 A1 DTD 06/16/2023 4.790% 05/15/2028	05522RDG0	75,000.00	AAA	NR	6/8/2023	6/16/2023	74,983.02	4.79	149.69	74,983.16	74,403.68
FORDO 2023-B A3 DTD 06/26/2023 5.230% 05/15/2028	344930AD4	65,000.00	AAA	NR	6/21/2023	6/26/2023	64,999.12	5.23	47.22	64,999.12	64,702.09
DCENT 2023-A2 A DTD 06/28/2023 4.930% 06/15/2028	254683CZ6	105,000.00	AAA	Aaa	6/21/2023	6/28/2023	104,985.81	4.93	43.14	104,985.83	104,577.05
Security Type Sub-Total		1,870,000.00					1,870,796.22	4.12	3,605.42	1,870,805.90	1,831,886.78
Managed Account Sub Total		23,075,357.09					22,825,612.81	2.73	103,092.21	22,818,250.05	21,941,684.51
Securities Sub Total		\$23,075,357.09					\$22,825,612.81	2.73%	\$103,092.21	\$22,818,250.05	\$21,941,684.51
Accrued Interest											\$103,092.21
Total Investments											\$22,044,776.72

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
4/11/2023	4/14/2023	200,000.00	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	191,917.00	4.37%	
4/12/2023	4/17/2023	200,000.00	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	191,134.26	4.14%	
4/12/2023	4/18/2023	75,000.00	931142FB4	WALMART INC CORPORATE NOTES (CALLABLE)	3.90%	4/15/2028	74,862.00	3.94%	
4/24/2023	4/26/2023	275,000.00	63873KVN4	NATIXIS NY BRANCH COMM PAPER	0.00%	8/22/2023	270,231.65	5.38%	
5/1/2023	5/4/2023	40,000.00	427866BH0	HERSHEY COMPANY CORP NOTES CALLABLE	4.25%	5/4/2028	39,942.80	4.28%	
5/8/2023	5/17/2023	65,000.00	58933YBH7	MERCK & CO INC CORP NOTES CALLABLE	4.05%	5/17/2028	64,947.35	4.07%	
5/17/2023	5/24/2023	210,000.00	14041NGD7	COMET 2023-A1 A	4.42%	5/15/2028	209,951.85	4.42%	
5/19/2023	5/24/2023	150,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	145,703.56	4.31%	
5/19/2023	5/24/2023	215,000.00	3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	208,962.36	4.34%	
5/23/2023	5/25/2023	15,000.00	539830BZ1	LOCKHEED MARTIN CORP NOTES (CALLABLE)	4.45%	5/15/2028	14,973.00	4.49%	
5/26/2023	5/31/2023	325,000.00	06052T3H1	BANK OF AMERICA NA CERT DEPOS	5.75%	12/12/2023	325,000.00	5.75%	
5/31/2023	6/2/2023	215,000.00	05522RDF2	BACCT 2022-A2 A2	5.00%	4/15/2028	216,523.85	4.89%	
6/1/2023	6/5/2023	105,000.00	30303M8L9	META PLATFORMS INC COPR NOTES (CALLABLE)	4.60%	5/15/2028	105,586.83	4.56%	
6/1/2023	6/22/2023	50,000.00	20772KTK5	CONNECTICUT ST-A-TXBL MUNICIPAL BONDS	4.50%	5/15/2028	50,000.00	4.51%	
6/2/2023	6/6/2023	120,000.00	06051GJS9	BANK OF AMERICA CORP CORP NOTES (CALLABL	1.73%	7/22/2027	107,873.32	4.62%	
6/2/2023	6/6/2023	50,000.00	539830BZ1	LOCKHEED MARTIN CORP NOTES (CALLABLE)	4.45%	5/15/2028	49,887.99	4.53%	
6/5/2023	6/8/2023	30,000.00	24422EWX3	JOHN DEERE CAPITAL CORP CORPORATE NOTES	4.75%	6/8/2026	29,982.60	4.77%	

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
6/6/2023	6/8/2023	20,000.00	24422EWX3	JOHN DEERE CAPITAL CORP CORPORATE NOTES	4.75%	6/8/2026	20,029.80	4.70%	
6/6/2023	6/13/2023	250,000.00	63253QAE4	NATIONAL AUSTRALIA BK/NY CORPORATE NOTES	4.90%	6/13/2028	249,572.50	4.94%	
6/8/2023	6/13/2023	225,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	215,847.72	4.44%	
6/8/2023	6/16/2023	75,000.00	05522RDG0	BACCT 2023-A1 A1	4.79%	5/15/2028	74,983.02	4.79%	
6/12/2023	6/13/2023	400,000.00	62479LC45	MUFG BANK LTD/NY COMM PAPER	0.00%	3/4/2024	383,717.22	5.76%	
6/21/2023	6/26/2023	65,000.00	344930AD4	FORDO 2023-B A3	5.23%	5/15/2028	64,999.12	5.23%	
6/21/2023	6/28/2023	105,000.00	254683CZ6	DCENT 2023-A2 A	4.93%	6/15/2028	104,985.81	4.93%	
6/23/2023	6/26/2023	400,000.00	63873JCK4	NATIXIS NY BRANCH COMM PAPER	0.00%	3/19/2024	383,446.00	5.82%	
6/26/2023	6/27/2023	150,000.00	912797GA9	US TREASURY BILL	0.00%	8/1/2023	149,267.55	5.05%	
Total BUY		4,030,000.00					3,944,329.16		0.00
INTEREST									
4/1/2023	4/1/2023	100,000.00	437076BM3	HOME DEPOT INC CORP NOTES (CALLABLE)	3.00%	4/1/2026	1,500.00		
4/1/2023	4/25/2023	390,000.00	3137BGK24	FHMS K043 A2	3.06%	12/1/2024	995.15		
4/1/2023	4/25/2023	13,184.31	3137FUZN7	FHMS KJ30 A1	0.52%	1/1/2025	5.78		
4/1/2023	4/25/2023	77,256.71	3137BTU25	FHMS K724 A2	3.06%	11/1/2023	197.13		
4/1/2023	4/25/2023	11,784.70	3137F72U8	FHMS KJ32 A1	0.51%	6/1/2025	5.07		
4/1/2023	4/25/2023	220,000.00	3137BJP64	FHMS K046 A2	3.20%	3/1/2025	587.58		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/3/2023	4/3/2023		MONEY0002	MONEY MARKET FUND			70.77		
4/13/2023	4/13/2023	160,000.00	023135CF1	AMAZON.COM INC CORP NOTE (CALLABLE)	3.30%	4/13/2027	2,640.00		
4/14/2023	4/14/2023	120,000.00	3130AJHU6	FEDERAL HOME LOAN BANK NOTES	0.50%	4/14/2025	300.00		
4/15/2023	4/15/2023	125,000.00	254683CW3	DCENT 2022-A3 A3	3.56%	7/15/2027	370.83		
4/15/2023	4/15/2023	80,000.00	344928AD8	FORDO 2023-A A3	4.65%	2/15/2028	155.00		
4/15/2023	4/15/2023	210,000.00	91282CDB4	US TREASURY N/B NOTES	0.62%	10/15/2024	656.25		
4/15/2023	4/15/2023	110,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	203.50		
4/15/2023	4/15/2023	185,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	803.21		
4/15/2023	4/15/2023	155,000.00	14318MAD1	CARMX 2022-3 A3	3.97%	4/15/2027	512.79		
4/15/2023	4/15/2023	170,000.00	254683CS2	DCENT 2022-A2 A	3.32%	5/17/2027	470.33		
4/15/2023	4/15/2023	70,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	294.58		
4/15/2023	4/15/2023	15,000.00	437076CM2	HOME DEPOT INC (CALLABLE) CORPORATE NOTE	2.70%	4/15/2025	202.50		
4/15/2023	4/15/2023	195,000.00	02582JJT8	AMXCA 2022-2 A	3.39%	5/17/2027	550.88		
4/16/2023	4/16/2023	95,000.00	3137EAAY1	FREDDIE MAC NOTES	0.12%	10/16/2023	59.38		
4/16/2023	4/16/2023	50,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	52.50		
4/22/2023	4/22/2023	130,000.00	3135G03U5	FANNIE MAE NOTES	0.62%	4/22/2025	406.25		
4/22/2023	4/22/2023	225,000.00	3134GWZV1	FREDDIE MAC NOTES (CALLABLE)	0.65%	10/22/2025	731.25		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
4/25/2023	4/25/2023	60,000.00	05602RAD3	BMWOT 2022-A A3	3.21%	8/25/2026	160.50		
4/25/2023	4/25/2023	100,000.00	06406RBC0	BANK OF NY MELLON CORP (CALLABLE) CORP N	3.35%	4/25/2025	1,675.00		
4/30/2023	4/30/2023	250,000.00	91282CAT8	US TREASURY NOTES	0.25%	10/31/2025	312.50		
4/30/2023	4/30/2023	485,000.00	91282CBW0	US TREASURY N/B NOTES	0.75%	4/30/2026	1,818.75		
4/30/2023	4/30/2023	375,000.00	912828T91	US TREASURY NOTES	1.62%	10/31/2023	3,046.88		
4/30/2023	4/30/2023	250,000.00	912828X70	US TREASURY NOTES	2.00%	4/30/2024	2,500.00		
4/30/2023	4/30/2023	500,000.00	91282CFU0	US TREASURY N/B NOTES	4.12%	10/31/2027	10,312.50		
5/1/2023	5/1/2023		MONEY0002	MONEY MARKET FUND			75.50		
5/1/2023	5/25/2023	75,848.32	3137BTU25	FHMS K724 A2	3.06%	11/1/2023	193.54		
5/1/2023	5/25/2023	220,000.00	3137BJP64	FHMS K046 A2	3.20%	3/1/2025	587.58		
5/1/2023	5/25/2023	200,000.00	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	457.50		
5/1/2023	5/25/2023	390,000.00	3137BGK24	FHMS K043 A2	3.06%	12/1/2024	995.15		
5/1/2023	5/25/2023	200,000.00	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	442.17		
5/1/2023	5/25/2023	11,585.27	3137F72U8	FHMS KJ32 A1	0.51%	6/1/2025	4.98		
5/1/2023	5/25/2023	12,852.79	3137FUZN7	FHMS KJ30 A1	0.52%	1/1/2025	5.63		
5/3/2023	5/3/2023	165,000.00	025816CV9	AMERICAN EXPRESS CO CORPORATE NOTES	3.37%	5/3/2024	2,784.38		
5/7/2023	5/7/2023	155,000.00	3135G06G3	FANNIE MAE NOTES	0.50%	11/7/2025	387.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/8/2023	5/8/2023	200,000.00	3130APQ81	FEDERAL HOME LOAN BANK NOTES (CALLABLE)	1.00%	11/8/2024	1,000.00		
5/10/2023	5/10/2023	110,000.00	665859AW4	NORTHERN TRUST CORP NOTE (CALLABLE)	4.00%	5/10/2027	2,200.00		
5/13/2023	5/13/2023	130,000.00	14913R2V8	CATERPILLAR FINL SERVICE CORPORATE NOTES	3.40%	5/13/2025	2,210.00		
5/15/2023	5/15/2023	430,000.00	912828WJ5	US TREASURY NOTES	2.50%	5/15/2024	5,375.00		
5/15/2023	5/15/2023	225,000.00	91282CDH1	US TREASURY N/B NOTES	0.75%	11/15/2024	843.75		
5/15/2023	5/15/2023	35,000.00	91324PEG3	UNITEDHEALTH GROUP INC CORP NOTES (CALLA	3.70%	5/15/2027	647.50		
5/15/2023	5/15/2023	70,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	294.58		
5/15/2023	5/15/2023	250,000.00	912828U24	US TREASURY NOTES	2.00%	11/15/2026	2,500.00		
5/15/2023	5/15/2023	520,000.00	912828X88	US TREASURY NOTES	2.37%	5/15/2027	6,175.00		
5/15/2023	5/15/2023	195,000.00	02582JJT8	AMXCA 2022-2 A	3.39%	5/17/2027	550.88		
5/15/2023	5/15/2023	170,000.00	254683CS2	DCENT 2022-A2 A	3.32%	5/17/2027	470.33		
5/15/2023	5/15/2023	125,000.00	254683CW3	DCENT 2022-A3 A3	3.56%	7/15/2027	370.83		
5/15/2023	5/15/2023	155,000.00	14318MAD1	CARMX 2022-3 A3	3.97%	4/15/2027	512.79		
5/15/2023	5/15/2023	80,000.00	344928AD8	FORDO 2023-A A3	4.65%	2/15/2028	310.00		
5/15/2023	5/15/2023	185,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	803.21		
5/15/2023	5/15/2023	110,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	203.50		
5/16/2023	5/16/2023	50,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	52.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
5/16/2023	5/16/2023	140,000.00	3133ENWP1	FEDERAL FARM CREDIT BANK NOTES	2.62%	5/16/2024	1,837.50		
5/25/2023	5/25/2023	60,000.00	05602RAD3	BMWOT 2022-A A3	3.21%	8/25/2026	160.50		
5/27/2023	5/27/2023	155,000.00	3135G06H1	FANNIE MAE NOTES	0.25%	11/27/2023	193.75		
5/31/2023	5/31/2023	250,000.00	91282CAZ4	US TREASURY NOTES	0.37%	11/30/2025	468.75		
5/31/2023	5/31/2023	110,000.00	9128283J7	US TREASURY NOTES	2.12%	11/30/2024	1,168.75		
6/1/2023	6/1/2023		MONEY0002	MONEY MARKET FUND			368.61		
6/1/2023	6/25/2023	200,000.00	3137BNGT5	FHMS K054 A2	2.74%	1/1/2026	457.50		
6/1/2023	6/25/2023	11,370.15	3137F72U8	FHMS KJ32 A1	0.51%	6/1/2025	4.89		
6/1/2023	6/25/2023	150,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	418.38		
6/1/2023	6/25/2023	220,000.00	3137BJP64	FHMS K046 A2	3.20%	3/1/2025	587.58		
6/1/2023	6/25/2023	390,000.00	3137BGK24	FHMS K043 A2	3.06%	12/1/2024	995.15		
6/1/2023	6/25/2023	74,296.07	3137BTU25	FHMS K724 A2	3.06%	11/1/2023	189.58		
6/1/2023	6/25/2023	215,000.00	3137BVZ82	FHMS K063 A2	3.43%	1/1/2027	614.54		
6/1/2023	6/25/2023	200,000.00	3137BSP72	FHMS K058 A2	2.65%	8/1/2026	442.17		
6/6/2023	6/6/2023	60,000.00	24422EWF2	JOHN DEERE CAPITAL CORP CORPORATE NOTES	3.40%	6/6/2025	1,020.00		
6/15/2023	6/15/2023	215,000.00	05522RDF2	BACCT 2022-A2 A2	5.00%	4/15/2028	895.83		
6/15/2023	6/15/2023	125,000.00	254683CW3	DCENT 2022-A3 A3	3.56%	7/15/2027	370.83		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
6/15/2023	6/15/2023	80,000.00	344928AD8	FORDO 2023-A A3	4.65%	2/15/2028	310.00		
6/15/2023	6/15/2023	110,000.00	448977AD0	HART 2022-A A3	2.22%	10/15/2026	203.50		
6/15/2023	6/15/2023	185,000.00	58768PAC8	MBART 2022-1 A3	5.21%	8/16/2027	803.21		
6/15/2023	6/15/2023	170,000.00	254683CS2	DCENT 2022-A2 A	3.32%	5/17/2027	470.33		
6/15/2023	6/15/2023	195,000.00	02582JJT8	AMXCA 2022-2 A	3.39%	5/17/2027	550.88		
6/15/2023	6/15/2023	155,000.00	14318MAD1	CARMX 2022-3 A3	3.97%	4/15/2027	512.79		
6/15/2023	6/15/2023	70,000.00	41285JAD0	HDMOT 2023-A A3	5.05%	12/15/2027	294.58		
6/16/2023	6/16/2023	50,000.00	380146AC4	GMCAR 2022-1 A3	1.26%	11/16/2026	52.50		
6/17/2023	6/17/2023	280,000.00	3135G04Z3	FANNIE MAE NOTES	0.50%	6/17/2025	700.00		
6/23/2023	6/23/2023	250,000.00	3130AMVV1	FEDERAL HOME LOAN BANK NOTES (CALLABLE)	0.43%	9/23/2024	537.50		
6/25/2023	6/25/2023	60,000.00	05602RAD3	BMWOT 2022-A A3	3.21%	8/25/2026	160.50		
6/30/2023	6/30/2023	680,000.00	91282CBC4	US TREASURY NOTES	0.37%	12/31/2025	1,275.00		
6/30/2023	6/30/2023	200,000.00	91282CDQ1	US TREASURY N/B NOTES	1.25%	12/31/2026	1,250.00		
6/30/2023	6/30/2023	400,000.00	91282CEW7	US TREASURY N/B NOTES	3.25%	6/30/2027	6,500.00		
6/30/2023	6/30/2023	75,000.00	912828YY0	US TREASURY NOTES	1.75%	12/31/2024	656.25		
Total INTEREST		14,933,178.32					86,522.01		0.00

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
MATURITY									
4/26/2023	4/26/2023	250,000.00	86565FKG6	SUMITOMO MITSUI BANK NY CERT DEPOS	2.70%	4/26/2023	256,843.75		
5/22/2023	5/22/2023	155,000.00	3135G04Q3	FANNIE MAE NOTES	0.25%	5/22/2023	155,193.75		
5/26/2023	5/26/2023	250,000.00	3130AUYN8	FEDERAL HOME LOAN BANK NOTES (CALLED, OM	5.48%	5/26/2023	253,348.89		
6/9/2023	6/9/2023	250,000.00	313383QR5	FEDERAL HOME LOAN BANK	3.25%	6/9/2023	254,062.50		
6/13/2023	6/13/2023	250,000.00	78015DTD2	ROYAL BANK OF CANADA NY COMM PAPER	0.00%	6/13/2023	250,000.00		
6/26/2023	6/26/2023	225,000.00	3137EAES4	FREDDIE MAC NOTES	0.25%	6/26/2023	225,281.25		
6/27/2023	6/27/2023	250,000.00	313384HK8	FED HOME LN DISCOUNT NT DISC NOTES	0.00%	6/27/2023	250,000.00		
Total MATURITY		1,630,000.00					1,644,730.14		0.00
PAYDOWNS									
4/1/2023	4/25/2023	199.43	3137F72U8	FHMS KJ32 A1	0.51%	6/1/2025	199.43		
4/1/2023	4/25/2023	1,408.39	3137BTU25	FHMS K724 A2	3.06%	11/1/2023	1,408.39		
4/1/2023	4/25/2023	331.52	3137FUZN7	FHMS KJ30 A1	0.52%	1/1/2025	331.52		
5/1/2023	5/25/2023	12,852.79	3137FUZN7	FHMS KJ30 A1	0.52%	1/1/2025	12,852.79		
5/1/2023	5/25/2023	1,552.25	3137BTU25	FHMS K724 A2	3.06%	11/1/2023	1,552.25		
5/1/2023	5/25/2023	215.12	3137F72U8	FHMS KJ32 A1	0.51%	6/1/2025	215.12		
6/1/2023	6/25/2023	200.89	3137F72U8	FHMS KJ32 A1	0.51%	6/1/2025	200.89		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
6/1/2023	6/25/2023	108.24	3137BTU25	FHMS K724 A2	3.06%	11/1/2023	108.24		
Total PAYDOWNS		16,868.63					16,868.63		0.00
SELL									
4/11/2023	4/14/2023	190,000.00	3137EAER6	FREDDIE MAC NOTES	0.37%	5/5/2023	189,851.09		-462.07
4/12/2023	4/17/2023	200,000.00	91282YY0	US TREASURY NOTES	1.75%	12/31/2024	193,261.09		-12,750.67
4/17/2023	4/18/2023	65,000.00	91282CCN9	US TREASURY N/B NOTES	0.12%	7/31/2023	64,146.38		-815.37
5/2/2023	5/4/2023	30,000.00	91282CCN9	US TREASURY N/B NOTES	0.12%	7/31/2023	29,645.18		-342.77
5/11/2023	5/12/2023	40,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	39,508.42		-477.76
5/18/2023	5/24/2023	200,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	197,702.62		-2,351.22
5/19/2023	5/24/2023	150,000.00	91282CAZ4	US TREASURY NOTES	0.37%	11/30/2025	137,186.45		-10,670.71
5/22/2023	5/24/2023	100,000.00	91282CEW7	US TREASURY N/B NOTES	3.25%	6/30/2027	98,999.85		431.10
5/26/2023	5/30/2023	70,000.00	3137EAFA2	FREDDIE MAC NOTES	0.25%	12/4/2023	68,257.86		-1,815.80
5/31/2023	6/2/2023	215,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	212,745.78		-3,551.17
5/31/2023	6/2/2023	25,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	24,737.88		-280.37
6/1/2023	6/5/2023	100,000.00	912828T26	US TREASURY NOTES	1.37%	9/30/2023	99,021.39		-1,583.95
6/2/2023	6/6/2023	170,000.00	912828T91	US TREASURY NOTES	1.62%	10/31/2023	167,800.80		-3,264.53
6/5/2023	6/8/2023	60,000.00	24422EWF2	JOHN DEERE CAPITAL CORP CORPORATE NOTES	3.40%	6/6/2025	58,474.73		-1,527.42

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
6/8/2023	6/9/2023	275,000.00	91282CBW0	US TREASURY N/B NOTES	0.75%	4/30/2026	249,883.36		-1,896.43
6/8/2023	6/9/2023	210,000.00	91282CBW0	US TREASURY N/B NOTES	0.75%	4/30/2026	190,820.03		-2,788.35
6/23/2023	6/26/2023	175,000.00	91282CFU0	US TREASURY N/B NOTES	4.12%	10/31/2027	176,323.20		1,153.19
Total SELL		2,275,000.00					2,198,366.11		-42,994.30

Important Disclosures

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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

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- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

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AGENDA TRANSMITTAL

MEETING DATE: October 3, 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 September 19, 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 held on September 19, 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 September 19, 2023.

DOCUMENTS ATTACHED:

1. Minutes - September 19, 2023, Regular Council-Successor Agency-Housing Authority Meeting.
-

PREPARED BY:

Anita Skinner, City Clerk

REVIEWED BY:

Anita Skinner, City Clerk

APPROVED BY:

Aaron Roth, Acting City Manager/Chief of Police

ATTACHMENTS:

[2023 09 19 cc sa ha 630 Minutes.pdf](#)

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



CITY COUNCIL MEETING

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, SEPTEMBER 19, 2023
6:30 PM

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

AGENDA REVISED

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

ZOOM MEETING INFORMATION:

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

*MEETING ID: **860 4003 9913***

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. – 804)

(Next City Council Res. No. 2023 – 130)

(Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 06)

(Next Housing Authority Res. No. HA2023 – 03)

ROLL CALL

Mayor Hernandez called the meeting to order at 6:33 pm with the following Council Members present:

PRESENT: Dawson, Hernandez, Osum, Pal, Washington

ABSENT: None

Pledge of Allegiance was led by Dawn Witherspoon with the Chief Solano Chapter, National Daughters of the American Revolution.

Invocation was given by Deputy City Manager Kris Lofthus.

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.)

City Attorney Gerli explained Council Member Pal had a conflict with Items 6 and 13.

REPORTS (Informational items only.)

- 1 Deputy City Manager Update – (Lofthus: klofthus@suisun.com).
 - 10/4 Waterfront Fest
 - 10/14 Cruise and car show
 - 10/28 El Dia de Los Muertos, tickets available on Eventbrite

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Presentation of Proclamation Proclaiming September 17 through 23, 2023 as "Constitution Week" in Suisun City - (Hernandez: ahernandez@suisun.com).

Proclamation read by Mayor Hernandez and presented by Council Member Osum to Dawn Witherspoon, Regent Chief Solano Chapter National Daughters of the American Revolution.

Ms. Witherspoon thanked Council and gave a brief history of the Constitution. Mayor Hernandez gave brief comments on the DAR.

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.)

George Guynn commented on closed session meetings; hopes there will be better situations in the future; opportunities for revenue.

Steve Olry stated this was third request for emergency siren; spoke on illegal fireworks, homeless camps; threats of future law suits; citizens that attend meetings don't represent majority of residents; asked who leaked info on City Manager to the Daily Republic.

Donna LeBlanc stated on 9/23 from 9-Noon is Coastal Cleanup Day; sidewalk repairs at 812-814 Bering Way done by Public Works are already crumbling; asked how is it truly supposed to be repaired.

Richard Herrod spoke about Fish and Game regulation #2016 regarding trespassing; trespassing on the corner of Sunset and Railroad by the homeless; Pickering property cleanup, at their expense, is not done yet; no parking vehicles over 8' high on Fulmar Street.

John Harter commented on Main Street repaving and striping looks great; Council made awful decision in letting City Manager Folsom go.

James Berg spoke about the Coastal cleanup; applauds City Council for ending City Manager's tenure; Daily Republic article unprofessional and done out of procedure; spoke about City Manager's severance package.

George (no last name) commented on Main Street and other streets in Old Town also need paving especially with new development on School Street; thanked Council for removal of Mr. Folsom; not enough revenue coming in and a lot expenses going out; gate left open on Webster Street by the track allowing access into Suisun and city needs to make sure it stays locked.

Rhonda Platenburg audio muted on her side.

Lito Santos spoke about the city manager administrative leave and hopes moving forward situation can be resolved quickly; also spoke about the Neighborhood Watch Program.

Aryonne Marshall commented on the Micro Transit which was a failed experiment for her daughter; costumer service is bad, asked to have schedule adjusted by 5 minutes for micro transit/school tripper.

COUNCIL COMMENTS

3 Council/Board Member Updates.

Council Member Dawson thanked the Fire Dept for allowing her to join them for the search and rescue training; amazing fast knock down of the fire on Walters Road.

Council Member Pal echoed Council Member Dawson's comments; commented on complaints left on Next Door or Facebook apps are not seen by council, urged residents to use new city app or contact council members directly; thanked Mr. Lofthus and Mr. Vue for the quick response regarding a sidewalk and city tree issue; spoke on issue received from a resident regarding the school tripper getting full and kids getting left behind.

Council Member Osum commented he has received the list of city and housing owned property and can use it in the master plan and promote city; thanked Fire Department and employees for their excellent service; commitment of city to get employees paid on time.

Vice Mayor Washington had no comments.

Mayor Hernandez spoke on public comments regarding closed session and asked City Attorney Gerli for a formal review; spoke on public comment regarding where she lives and who she lives with; speeding on Mayfield Circle and referred issue to Traffic Safety Committee; previous comments regarding stray cats and lack of spaying opportunities, spoke with Fairfield's Mayor Moy to work on issue together; Fairfield Suisun Sewer District community event this Saturday, more info at fssd.com; met with Executive Director of Shelter Solano on how their model works; met with Property Manager of Heritage Shopping Center regarding safety and will have an update soon; attended the Travis AFB gala along with Council Members Dawson, Osum, Washington to show city is committed to them; Solano Irrigation Department's 75th celebration; limited as to what can be said about City Manager.

GENERAL BUSINESS

City Council

4 Discussion and Adoption of Resolution No. 2023 -130: A Resolution of the City Council of the City of Suisun City Appointing an Acting City Manager - (City Attorney).

City Attorney Gerli presented staff report and corrections/update to the resolution in Paragraphs 4 and 5.

Mayor Hernandez stated that the City Council gave direction to appoint Police Chief Aaron Roth as the Acting City Manager and he has accepted.

Council Members Pal and Osum asked clarifying questions which Attorney Gerli responded to.

PUBLIC COMMENTS

George Guynn commented on his surprise that Deputy City Manager Lofthus was not selected and would be interested in why Chief Roth was.

George (no last name) concerned the city won't have a police chief; suggested that it be put in charter that City Manager live in the city; we are a small city and need to take another look at the salary range; should do audit to see where money is going.

James Berg commented that the Police Chief selection will be a fatal move for the city; assurance that he is not looking to leave for Benicia; should have someone from Suisun City; audit needed.

Michelle Chavez asked if we could continue to receive reports on problem properties as we have in the past.

Steve Olry echoes previous speakers; need audit; demand Mr. Folsom comes back and finishes out his contract.

Lito Santos supports the appointment of Chief Roth as City Manager and that he has good leadership.

Continued Council discussion.

Motion by Council Member Dawson and seconded by Vice Mayor Washington to appoint Police Chief Roth with corrections to resolution as stated by the city attorney. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

Chief Roth stated he was humbled by appointed and excited to work with council and staff in keeping the city moving forward.

- 5 Discussion and Direction for Issuance of a Request for Proposal (RFP) for City Attorney Services - (Lofthus: klofthus@suisun.com).

Council Member Pal asked to postpone this item until end of December/January until new City Manager is appointed.

Attorney Gerli presented the council with options on how to proceed with the agenda item.

Motion by Council Member Pal to postpone the item to December or January until new full time city manager is appointed. Motion seconded by Vice Mayor Washington.

PUBLIC COMMENTS

George Guynn voiced concerns about current attorney flying back and forth and the additional costs to the city; if you don't look you don't know what's out there.

James Berg commented that 2024 was an election year and concerned with timing if item is pushed to December.

Michelle Chavez commented she is looking forward to the future staff report.

Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Washington

NOES: Osum

ABSENT: None

- 6 Council Consideration and Introduction of Ordinance No. 804: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 8.08 (Solid Wastes) of Title 8 (Health & Safety) of the Suisun City Municipal Code - (City Attorney).

Council Member Pal left the dais at 8:03 pm due to conflict.

Attorney Gerli presented staff report and power point.

Vice Mayor Washington left the dais at 8:06 pm and returned at 8:09 pm

Discussion on enforcement, public education, associated fees, engagement with other jurisdictions and additional code enforcement officers.

PUBLIC COMMENTS

Donna LeBlanc commented on Page 188 of packet, Section 8.08.116 Self Disposal does not allow for third party junk haulers; asked consideration be given to allow them considering the high costs of dump fees and rental of dumpsters; it would also lessen the illegal dumping.

Tom LeBlanc page 183 that it does not refer to single family but commercial; also there is no code for single family trash cans being left out.

James Berg asked is the city going to lead the way especially for the downtown area; renegotiate the residential dumping fees.

Michelle Chavez echoes previous speakers; education for the public is needed; thank you for the hard work by the ad hoc.

Richard Herrod thanked the ad hoc; homeless have destroyed the canal and how is going to be responsible for environmental testing of the property.

Council discussion for consensus items:

- Provide a compliance grace period of 12 months for enclosures with an opportunity to address any hardships at the 6-month mark.
- Refrain from enforcing compliance of new Resolution for up to 6 months to allow staff time to provide education and outreach first.
- Clarify code language for single family residence trash receptacles on location receptacles should be stored.
- NOT add language limiting receptacles left outside for more than 24hrs.

Motion by Council Member Dawson to introduce ordinance and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Washington

NOES: None

ABSENT: Pal (Due to Conflict of Interest)

Council Member Pal returned to the dais at 8:52 pm.

CONSENT CALENDAR

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

City Council

- 7 Council Adoption of Resolution No. 2023-131: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Villalobos & Associates for the Rectangular Rapid Flashing Beacons Project - (Vue: nvue@suisun.com).
- 8 Council Adoption of Resolution No. 2023-132: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with GradeTech, Inc. for the Green Stormwater Infrastructure Project - (Vue: nvue@suisun.com).
- 9 Council Adoption of Resolution No. 2023-133: Authorizing the City Manager or Deputy City Manager to Enter into a Joint Use Agreement with the Fairfield-Suisun Unified School District. - (Lofthus: klofthus@suisun.com)

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

- 10 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 September 5, 2023 and September 12, 2023; the City Council/Planning Commission meeting held on August 29, 2023; and the Joint City Council/Suisun City Historic Waterfront Business Improvement District Meeting held on September 12, 2023 – (Skinner: clerk@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

- 11 Council/Agency Approval of August 2023 Payroll Warrants in the Amount of \$690,859.43 and Council/Agency Approval of the August 2023 Accounts Payable Warrants in the Amount of \$6,046,602.49 - (Finance).

PUBLIC COMMENTS

Item #8

Michelle Chavez spoke on the upkeep of Humphrey Canal.

Item #9

George Guynn commented the agreement was a good thing.

Item #11

George Guynn commented on the costs of CIP, field supplies and yearly totals and how high the numbers were on these warrants.

James Berg questioned why this item is listed on the agenda put why it is not provided in packet.

Steve Olry commented on \$6mil accounts payable with no details in the packet; what does it cover and where does the money come from?

Mayor Hernandez explained city's multiple funding and it is not all General Fund monies.

Motion by Council Member Dawson to approve the Consent Calendar and seconded by Vice Mayor Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

PUBLIC HEARING

Housing Authority

- 12 Housing Authority Adoption of Resolution No. HA 2023-03: Approving Submittal of the 5-Year Public Housing Agency Plan for 2020-2024, and Authorizing the Executive Director to Execute Certification. - (Goltiao: Jgoltiao@suisun.com)

Housing Manager Goltiao presented the staff report and stated there were no verbal or written comments received by the public.

Mayor Hernandez opened the Public Hearing.

Michelle Chavez asked the status of the Marina Apts; website states waiting list is closed and asked for clarification; asked if there was a list of affordable housing availability.

Public Hearing closed.

There being no further comments Mayor Hernandez closed the Public Hearing.

Mr. Goltiao responded to questions explaining the John Stewart Company is in charge of the Marina Apts; waiting list closed in Nov 2022 with 4000 applications; docs at Housing Office for affordable housing information.

Motion by Vice Mayor Washington to approve Item 12 and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Pal, Washington

NOES: None

ABSENT: None

City Council

- 13 Council Consideration and Introduction of Ordinance No. 805: An Ordinance of the City Council of the City of Suisun City Amending Title 18 (Zoning) of the Suisun City Municipal Code Modifying the Fences and Walls Regulations (Continued from September 5, 2023) - (Bermudez: jbermudez@suisun.com).

Council Member Pal left the dais at 9:27 pm due to conflict.

Development Services Director Bermudez presented the staff report and power point.

Mayor Hernandez opened the Public Hearing.

George Guynn commented there are numerous code violations that are not being enforced; more effort needs to be made on enforcement.

Donna LeBlanc commented she is not in favor of chain link fences; ordinance didn't list vinyl panels, asked about permit requirement for fence replacement; clarification for 3' side yard fencing.

There being no further comments Mayor Hernandez closed the Public Hearing.

Mr. Bermudez responded to questions.

Motion by Vice Mayor Washington to introduce ordinance and seconded by Council Member Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Osum, Washington

NOES: None

ABSENT: Pal (Due to Conflict of Interest)

REPORTS: (Informational items only)

- 14 Non-Discussion Items.

ADJOURNMENT

[09:48:20 PM \(03:25:53\)](#)

There being no further business the meeting was adjourned at 9:48 pm.

Anita Skinner, City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: October 3, 2023

CITY AGENDA ITEM: Council Consideration and Introduction of Ordinance No.- ____: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 8.12 (Public Nuisances) to Title 8 (Health and Safety) of the Suisun City Municipal Code.

FISCAL IMPACT: Unknown at this time; increased costs related to enforcement will depend on policy direction. The ordinance provides for cost recovery.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Early in 2023, the Mayor appointed Councilmember Dawson and then-Councilmember Hudson to the Illegal Dumping and Trash Ad Hoc Committee. The committee met with department heads and the City Attorney to address ways in which the City could strengthen its Municipal Code to minimize the impact of illegal dumping and accumulation of trash throughout the City. Based on the ad hoc committee's recommendations, among other measures, the City Council directed that Chapter 8.12 of the Suisun City Municipal Code, which provides for the abatement of public nuisances, be updated and clarified.

The current public nuisance abatement ordinance merges public nuisance abatement and weed abatement and does not have clear procedural requirements. The proposed ordinance is more in line with modern public nuisance abatement ordinances and includes clear procedures to guide both staff and the public. Chapter 8.12 has been completely overhauled, therefore no redline is included.

STAFF REPORT: The City has the authority to abate public nuisances (including weeds and rubbish abatement) pursuant to its police power and state law.

Sections 36901, 38771, and 38773.5(a) of the Government Code authorize the City to enact ordinances declaring what constitutes a public nuisance and the procedures for abating nuisance conditions, as well as providing for the recovery of costs and attorney's fees to abate the nuisance and for the collection of civil penalties. The City must have a public nuisance abatement ordinance and follow its procedures in order to secure the right to recover its costs in enforcing the ordinance.

Nuisances can also be abated pursuant to Civil Code Section 3479 et seq. Civil Code Section 3480 defines a public nuisance as "one which affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal." When a legislative body has declared an act or condition to be a nuisance, the act or condition becomes a nuisance per se. (Gov't Code § 38771, Beck Dev. Co. v. Southern Pac. Transp. Co. (1996) 44 CA4th 1160, 1206.) A cause of action based on nuisance per se requires only that the offending condition in fact exists; no independent assessment of the danger caused by the violation is required. (City of Bakersfield v. Miller (1966) 64 C2d 93, 100 (hotel in violation of building code); City of Corona v. Naulls (2008) 166 CA4th 418, 425 (medical marijuana dispensary's operation as nonpermitted, nonconforming use); City of Costa Mesa v. Soffer (1992) 11 CA4th 378, 385 (vehicle abatement)).

The proposed ordinance provides that violations of building, housing, and related codes or improper property maintenance resulting in substandard conditions are public nuisances. Additionally, the City, along with all municipalities, has adopted by reference the California Building Code, the California Fire Code, and the other model codes adopted as part of the California Building Standards Code (California Building Standards Commission published in Title 24 of the California Code of Regulations), along with any local amendments. Health & Safety Code Sections 17922 and 17958 also specify certain violations that constitute public nuisances.

The proposed updated ordinance is organized as follows:

Article I: Nuisances Declared

Article II: Public Nuisance Abatement; Weed and Rubbish Abatement

Article III: Cost Recovery; Penalties

Article IV: Appeals; Judicial Review; Severability

Article V: Definitions

1. Nuisance Declared. The updated ordinance makes violation of any municipal code provision or any emergency order a public nuisance.

Property maintenance. The proposed ordinance declares it is unlawful for a responsible party to maintain real property in a condition that constitutes a public nuisance and includes an exhaustive list of conditions that are nuisances per se. Some examples include provisions relating to the maintenance of buildings and structures, disposal of hazardous waste and human/animal waste, landscaping and vegetation, graffiti, safety hazards, accumulation of debris, furniture, etc., encroachments, sewage spills, vehicle parts, and illegally parked RV and campers.

Additional public nuisances include but are not limited to the following: obstructing public passageways; breach of the peace; interference with the right of assembly; public excretion; swimming in canals; and motor vehicle racing.

Vacant residential, commercial, and industrial buildings and surrounding yards must be maintained, actively monitored, and secured, or will be considered blighted and a nuisance subject to abatement. Vacant properties may be required to submit a Vacant Property Plan for approval by the City Manager to ensure that the property doesn't fall into disrepair or become home to squatters.

Noise regulations are included as their own section. These regulations remain largely unchanged from the current code.

2. Public Nuisance Abatement; Weeds and Rubbish Abatement.

- When an enforcement official determines that conditions constitute a public nuisance, notice is given to the responsible party in the form of a Declaration of Public Nuisance and Order to Comply, which specifies the violations and relevant code sections.
- The responsible party must be provided a reasonable time to correct the nuisance based on the nature of the violation.
- If no appeal has been filed and the nuisance has not been abated, the City may obtain an abatement warrant and thereafter may legally enter the property.
- If an appeal has been filed and there has been a determination that abatement or removal is proper, but the responsible party has failed to take action to remedy the nuisance, the City may

obtain an abatement warrant and thereafter may legally enter the property.

- Abatement of dangerous building conditions may be conducted in accordance with the Uniform Code.
- Abatement of inoperative vehicles is to be conducted in accordance with Chapter 10.36 of the Suisun City Municipal Code.
- Abatement of weeds and rubbish is to be conducted in accordance with Gov't Code Section 39560.
- Whether the abatement is conducted by a contractor or the city, an account of costs is to be maintained and an itemized report is prepared and verified by the enforcement official.
- The City Manager may adopt supplemental rules and regulations to aid in the enforcement of the ordinance.

3. Cost Recovery; Penalties. To combat the substantial resources and costs associated with enforcing the Suisun City Municipal Code and State laws, this article permits the city to shift these costs to the person responsible for the violation, including attorney fees, and details the procedures used to recover the costs. Initial invoices may be recorded and once paid in full, a notice of satisfaction shall similarly be recorded. Notice shall be provided, and unpaid penalties shall be promptly recorded with a notice of special assessment or lien which can be collected in the same manner as municipal taxes and are subject to the same penalties, procedures, and foreclosure.

The proposed ordinance also includes a list of local and state law authorities of which the City can avail itself and articulates that violations are strict liability offenses and that remedies are not exclusive of each other.

4. Appeals; Judicial Review; Severability. Appeals must: (1) be in writing; (2) state the basis for appeal with sufficient specificity; (3) include the name, address, and telephone number of the person filing; (4) be received by the City Clerk within 15 days from the date of notice; (5) and be heard by a hearing officer appointed by the City Manager. Appeals based on an abatement order generally occur prior to abatement unless the nuisance presents an immediate danger. Decisions must be in writing and issued within 15 days of the hearing; decisions are final and a copy must be provided to the appellant. Judicial review may be had by filing a petition for a writ of mandate within 90 days after the decision is finalized.

5. Definitions. The Definition section would be updated to include terms used throughout the chapter. Clear definitions provide guidance to staff and the public and make the ordinance simpler to follow.

Provisions that were kept from the current code include nuisances per se relating to property maintenance (these were expanded), weed abatement, noise regulations, treble damages, and fire suppression cost recovery for the Fire Department.

STAFF RECOMMENDATION: It is recommended that the City Council Consider and Introduce Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 8.12 (Public Nuisances) to Title 8 (Health and Safety) of the Suisun City Municipal Code.

DOCUMENTS ATTACHED:

1. Ordinance No. __: An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 8.12 (Public Nuisances) to Title 8 (Health and Safety) of the Suisun City Municipal Code.

2. PowerPoint Presentation.

PREPARED BY:

Elena Gerli, City Attorney

REVIEWED BY:

Aaron Roth, Acting City Manager/Chief of Police

APPROVED BY:

Aaron Roth, Acting City Manager/Chief of Police

ATTACHMENTS:

1. [Ordinance Repealing and Replacing Ch. 8.12 \(Public Nuisances\) to Title 8 \(Health and Safety\).pdf](#)
2. [PowerPoint Presentation.pdf](#)

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
REPEALING AND REPLACING CHAPTER 8.12 (PUBLIC NUISANCES) TO
TITLE 8 (HEALTH AND SAFETY) OF THE SUISUN CITY MUNICIPAL
CODE**

WHEREAS, the City of Suisun City has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, Cal. Const. Art. XI, section 7.

WHEREAS, the City Council of the City of Suisun City finds that certain conditions constitute a public nuisance and are a threat to the public peace, safety, and welfare of the City.

WHEREAS, by declaring that violations of the Suisun City Municipal Code constitute a public nuisance, the City Council has determined that violations of the City's laws constitute a threat to the public health, safety, and welfare.

WHEREAS, Sections 36901, 38771 and 38773.5(a) of the Government Code authorize the City to enact ordinances declaring what constitutes a public nuisance and the procedures for abating nuisance conditions, as well as providing for the recovery of costs and attorney fees to abate the nuisance and for the collection of civil penalties.

WHEREAS, Chapter 13 of Part 2 of Division 3 of Title 4 of the California Government Code, beginning with Section 39501, authorizes local procedures for weed abatement.

WHEREAS, the City Council finds that ensuring compliance with the Suisun City Municipal Code and other regulations is vital to the protection of the public's health, safety, and quality of life throughout the City, and is an important public service.

WHEREAS, the City Council desires to enhance and promote the maintenance of property and the enhancement of the livability, appearance, and the social and economic conditions of the community.

WHEREAS, the City Council finds that an effective code compliance program eliminates and prevents the spread of blight, deterioration and crime, makes neighborhoods safer and more livable, and promotes economic development and pride in the community.

WHEREAS, the City Council recognizes that an effective code compliance program requires the drafting and adoption of regulations that can be effectively applied by City personnel in a fair and expedient manner.

WHEREAS, the City Council has determined that it is in the public interest to adopt this ordinance, which expressly declares that any and all violations of the Suisun City Municipal Code constitute public nuisances, in order to facilitate the City's ability to protect the health, safety, and general welfare of the public through the use of the nuisance abatement procedures set forth in the Suisun City Municipal Code and in other applicable laws, rules and regulations.

WHEREAS, the City Council has an interest in maintaining the City of Suisun City in an orderly and esthetically pleasing condition, to keep property values in line with neighboring communities and to improve the quality of life for its residents, businesses, and visitors.

1 **WHEREAS**, the City Council has determined that the adoption of this ordinance is
2 necessary to achieve a more comprehensive code compliance program that will permit City
3 personnel to immediately proceed with code compliance efforts in an expedient, efficient and
4 fair manner for purposes of effectively protecting public health and safety.

5 **NOW THEREFORE**, the City Council of the City of Suisun City does ordain as
6 follows:

7 **SECTION 1.** The above recitals are correct and are incorporated by reference.

8 **SECTION 2.** Chapter 8.12 (Public Nuisances) of Title 8 (Health and Safety) of the Suisun
9 City Municipal Code is repealed in its entirety and replaced with the following:

10 **Chapter 8.12 Public Nuisances**

11 **Article I. Nuisances Declared**

12 **8.12.100 Violations of Municipal Code; Emergency Orders.**

13 A. Any violation of any provision of the Suisun City Municipal Code is hereby declared to
14 be a public nuisance.

15 B. Any violation of a State of California, Solano County, or Suisun City Emergency Order
16 and/or Declaration shall constitute a public nuisance.

17 **8.12.104 Property Maintenance.**

18 It shall be unlawful for any responsible party in the City to maintain real property in a manner
19 that any of the following conditions are found to exist thereon, except as may be allowed by the
20 Suisun City Municipal Code or other applicable state or federal law or regulation. Conditions
21 that meet one or more of the following criteria are declared to be public nuisances per se, and
22 subject to abatement and cost recovery as proscribed in this chapter. These conditions
23 substantially detract from the appearance of the immediate neighborhood, reduce the property
24 value in the immediate neighborhood, are an attractive nuisance, are materially detrimental to
25 nearby properties and improvements, are a visual blight, are offensive to the senses, or are
26 otherwise dangerous to public health, safety, or welfare.

27 A. Buildings and structures. Buildings and structures that are abandoned, vacant, partially
28 destroyed, constitute a fire hazard, left in an unreasonable state of partial construction,
structurally unsafe, or are otherwise dangerous, attractive nuisances, or not in compliance with
current building codes; buildings and structures that have become so deteriorated as to permit
decay, excessive checking, cracking, peeling, chalking, dry rot, warping, or termite infestation..
“An unreasonable state of partial construction” means any unfinished building or structure
where the owner has been given written notice to complete the building or structure by the
City’s building official, but fails to complete construction and obtain final approval from the
City in accordance with applicable laws and regulations within the time period provided by the
City’s building official. The California Building Code, Uniform Code for the Abatement of
Dangerous Buildings, and the California Health and Safety Code shall apply to the
determination of whether a building is dangerous.

1 B. Broken windows. Buildings with windows containing broken glass or no glass at all
2 where the window is of a type which normally contains glass.

3 C. Building Codes. Violations of the Suisun City Uniform Codes, the International
4 Property Maintenance Code, and the California Abatement of Dangerous Buildings Code, and
5 violation of any other law or regulation that the City Council may adopt by reference.

6 D. Building materials and household fixtures, furniture, and equipment. Used or damaged
7 lumber, junk, trash, debris, concrete, scrap metal, salvage materials and abandoned, broken,
8 discarded, or unused furniture, appliances, sinks, toilets, cabinets, or other household fixtures
9 or equipment (i) stored so as to be visible at ground level from a public street, alley, or from an
10 adjoining property, or (ii) stored in a manner out of view but in an unsecured area accessible to
11 minors, or (iii) stored in a manner as to harbor rodents, insects, or other vermin or (iv)
12 constitutes a fire hazard

13 E. Building residue. Residue from a fire or demolition such as concrete or brick
14 foundations and flatwork.

15 F. Burning garbage, non-seasoned wood, or certain materials. The following materials
16 shall not be burned in a wood-burning or other device: garbage, treated wood, non-seasoned
17 wood, used or contaminated wood pallets, plastic products, rubber products, waste petroleum
18 products, paints and paint solvents, coal, animal carcasses, glossy or colored paper, salt water
19 driftwood, particle board, and any material not intended by a manufacturer for use as a fuel in
20 a wood burning devise. Visible smoke emissions from a fireplace or other permitted wood
21 burning devise are allowed from the startup of a new fire for a period of 20 consecutive minutes
22 in any consecutive four-hour period.

23 G. Construction equipment. Construction equipment or machinery of any type, parked or
24 stored on a property when it is readily visible to the general public, except while excavation,
25 construction, or demolition operations covered by an active building permit are in progress on
26 the subject property or an adjoining property.

27 H. Deteriorated improvements. Walls, fences, hedges, driveways, sidewalks, walkways,
28 and similar improvements, which have become deteriorated, hazardous, defective, or unsightly.

I. Encroachments. Any encroachment onto public property for which no encroachment
permit has been issued, or which is in violation of the provisions of an encroachment permit or
any applicable law.

J. Garbage Containers. The leaving of any garbage, rubbish, recyclable, or green waste
container in any manner that violates the provisions of Chapters 8.08 or 8.10.

K. Graffiti. Graffiti or other defacing words, letters or drawings which remain in excess of
48 hours on the exterior of any building or fence or other structure that has not been removed
or covered with paint matching the structure that was defaced.

L. Hazardous Liquids and Other Substances. Any property with pooled or flowing
hazardous substances, including oil and similar liquids, which are not contained and maintained
on site in approved storage containers and pursuant to all applicable laws. Any property with

excessive accumulations of oil and similar liquids on paved surfaces, buildings, walls, or fences. Any property where a hazardous substance is deposited, stored, released, or discharged in violation of any law.

M. Hazardous Pools, Ponds, and Excavations. Pools, spas, hot tubs, ponds, or other artificially confined bodies of water, and excavations, maintained in a hazardous manner, which may affect the health or safety of the public, including providing a breeding place for mosquitoes and algae, failing to comply with state and safety requirements for pools and spas, and failing to take adequate measures to prevent public access to the area.

N. Human or Animal Waste. Human or animal urine or fecal matter that is disposed of has accumulated outside of approved toilets, receptacles, or equipment intended for the disposal of such matter, so as to create a hazardous condition.

O. Landscaping, Vegetation, and Landscape Materials.

(i) Front and visible side yards without acceptable landscaping, except for improved surfaces such as walks and driveways. Acceptable landscaping shall include any ground cover, decorative rock, redwood bark, lawn, turf and/or other material determined to be acceptable or required by the city enforcement official. Landscaping must be maintained in good and tidy condition, and in accordance with any approved permit, site plan, or landscaping plan.

(ii) Dead, decayed, diseased or hazardous trees, weeds or tall grass more than 8 inches tall, except ornamental grasses or native plants, or overgrown vegetation which is a fire hazard or is likely to harbor rats, vermin, or other pests, constitutes an unsightly appearance, is detrimental to neighboring properties or property values, or protrudes over or across a city street or sidewalk so as to substantially obstruct the clear passage of vehicles or pedestrians.

(iii) The keeping, storage, depositing, or accumulation on the premises of dirt, sand, gravel, concrete, or other similar materials in a manner likely to harbor rodents, insects, or other vermin.

P. Land use entitlements. The failure to comply with any condition imposed on an entitlement, permit, contract, or environmental document issued or approved by the City in connection with a property or any improvement thereon.

Q. Offensive Odors. Stagnant water, refuse, rubbish, garbage, dead animal carcasses, offal, animal excrement or other materials, which emit odors that are unreasonably offensive to the physical senses of a reasonable person of normal sensitivity or which may cause or attract rodents, insects, or other vermin.

R. Accumulation of Personal Property. The keeping, storage, depositing, or accumulation of an excessive amount of personal property visible from a public street or alley and/or adjacent private property.

S. Public Right-of-Way. The keeping, storage, depositing, or accumulation of landscaping materials, sporting equipment, garbage cans, or any other personal property within the public right-of-way, including but not limited to greenways, landscaped medians, streets, sidewalks, and alleyways.

1 T. Safety Hazard. The maintenance of property in a manner that presents an imminent
2 safety hazard and/or creates a present and immediate danger to life, property, health, or public
3 safety.

4 U. Sewage. The failure to properly connect any inhabited improvements to a sewage
5 disposal system or sanitary sewer and/or permitting sewage seepage or discharge upon the
6 ground; failure to maintain a septic tank or sewer line, junction, or any fixture linked to a sewer
7 line such that seepage or discharge of sewage occurs.

8 V. Signs. Improper existence and maintenance of signs relating to uses no longer conducted
9 or products no longer sold on the property.

10 W. Storage Containers and Dumpsters. Storing or keeping boxes, containers, or dumpsters,
11 in excess of 72 consecutive hours, except when otherwise permitted by the Suisun City
12 Municipal Code or the City Manager, when engaged in ongoing construction activity.

13 X. Tarps and canopies. The keeping or using of tarps, canopies, or other similar items
14 intended to be used as a temporary protective cover or shelter in a state of disrepair or beyond
15 the intended use period, when the item is stored so as to be visible at ground level from a public
16 street, alley, or adjoining property. Temporary use items visible for more than 30 consecutive
17 days or, in the aggregate, 30 days in any calendar year shall be presumed to be beyond their
18 intended period of use.

19 Y. Tractor-trailers. Any semi-tractor-trailer truck, also known simply as a semi-trailer
20 truck, tractor-trailer truck, semi-tractor truck, semi-truck, big rig, 18-wheeler, trailer truck or
21 tractor truck, or combination of a tractor unit and one or more semi-trailers to carry freight
22 and/or exceeding 10,000 lbs, parked or stored on any driveway, street, an unimproved surface
23 or otherwise in violation of the Suisun City Municipal Code; unless parking or storage on the
24 street is authorized within the zoning district where it is parked or stored.

25 Z. Unpermitted Construction or Alterations. The building, construction, or placement of
26 any unpermitted structure or building, including but not limited to an unpermitted carport,
27 driveway entrance, patio cover, pergola or improvements to a previously approved structure or
28 building.

AA. Vacant properties. See Section 8.12.116, below.

BB. Vehicle Parts. The keeping, storage, depositing, or accumulation on the premises of
motor vehicle parts or scrap, including tires, which is:

- (i) visible at ground level from a public street, alley; or visible from adjoining property, or
- (ii) contains more than personal use items unless allowed by previous City review or permit
in appropriate commercial or industrial zones.

CC. Vehicles, Including Motor Homes, Trailers, and Boats.

- (i) Any vehicle, recreational vehicle, motor home, camper, camper shell, boat, or trailer
parked or stored outside of a garage or carport on an unimproved surface, or otherwise in
violation of the Suisun City Municipal Code.

(ii) Any inoperable vehicle, recreational vehicle, motor home, boat, or trailer parked or stored outside of a garage or carport on a driveway, street, an unimproved surface, or otherwise in violation of the Suisun City Municipal Code.

DD. Visibility Hazards. The maintenance of property in such a manner as to cause a hazard to the public by obscuring the visibility of any public right-of-way, road intersection, pedestrian walkway, street sign, street light, or traffic signal.

EE. Weeds and Rubbish. See Section 8.12.216.

8.12.108 Noise Regulations

The following special noise restrictions are hereby established without regard to their sound level impact and may be enforced without the prerequisite of a sound level measurement.

A. General Noise Regulations.

It is unlawful for any person to willfully make or continue or permit or cause to be made or continued, any loud, unnecessary, or unusual noise which unreasonably disturbs the peace and quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitiveness residing in the area.

The standards which shall be considered in determining whether a violation of the provisions of this section exists shall include, but not be limited to, the following:

1. The volume of the noise;
2. The intensity of the noise;
3. Whether the nature of the noise is usual or unusual;
4. Whether the origin of the noise is natural or unnatural;
5. The volume and intensity of the background noise, if any;
6. The proximity of the noise to residential sleeping facilities;
7. The nature and zoning of the area within which the noise emanates;
8. The density of the inhabitation of the area within which the noise emanates;
9. The time of the day or night the noise occurs;
10. The duration of the noise, including whether its short term or temporary;
11. Whether the noise is produced by a commercial or noncommercial activity.

B. Specific Prohibitions.

The following activities shall constitute prima facie evidence of a violation of this section:

1. Auto Body Repairs. Repair any auto body unless within a completely enclosed building and the noises from such repairs are reasonably confined to such building.

2. Engine Repair and Testing. Repair, rebuild, or testing of any engine in a manner that can be heard on neighboring properties between the hours of 9:00 p.m. and 7:00 a.m.

3. Animals. The keeping of any animal that causes frequent or persistent noise plainly audible by inhabitants or occupants of any adjacent or neighboring residential properties or units, or plainly audible at a distance of 50 feet from any nonresidential building or structure, shall be presumed to disturb the comfort and repose of any person on a nearby property, following regulations of Title 6 (Animals); however, nothing in this subsection shall be construed to apply to occasional noises emanating from a legally operated kennel, animal hospital or veterinary clinic, humane society, or pound.

4. Generators. Generators are considered accessory structures in residentially zoned lots and shall meet the setbacks described in Table 18.31.005 (Table of development standards in residential zones) for accessory structures in residential zones. Generators in commercially zoned lots located near noise sensitive land uses must meet the guidelines of Section 18.20.080 (Trash and Storage Areas) and meet the setbacks described in Table 18.32.010 (Table of development standards in commercial zones) for enclosed structures for generators in commercial zones, the openings of the structure shall not face noise sensitive zones. Portable generators must meet the setbacks described in Table 18.31.005 (Table of development standards in residential zones) for accessory structures in residential zones, unless manufacturer's decibel rating is below 70dB (consistent with air conditioning unit).

5. Domestic Power Tools. Operating or permitting the operation of any domestic power tools, small power equipment, or similar device used in residential areas between the hours of 9:00 p.m. and 7:00 a.m. so as to cause noise that can be heard across a residential real property boundary.

6. Sounding Horns and Signal Devices. The sounding of any horn or signaling device on any automobile, motor vehicle or any other vehicle on any street or public street except as a danger warning; the creation by means of any such signaling device of any unreasonably and unnecessarily loud or harsh sounds; the sounding of any such signaling device for an unnecessarily or unreasonably long period of time; or the use of any horn, whistle or other device operated by engine exhaust

7. Vehicle Noise.

a. Defect in Vehicle or Load. The use of any automobile, motorcycle, or other vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling, or other noise.

b. Motor Vehicle Noises. Any loud or annoying noise made by any motor vehicle and not reasonably necessary to the operation thereof under the circumstances, including, but not limited to, noise caused by screeching of tires; racing or accelerating the engine; backfiring the engine; or the emission of exhaust from the engine tail pipe or muffler. Vehicles must be maintained in compliance with Sections 27150, 27151, 27200 of the Vehicle Code, 13 CCR 1036, including amendments and successor statutes thereto, and any other relevant state laws and regulations.

1 c. Large Vehicle Delivery and Loading Within 50 Feet of Residential Uses. The loading,
2 unloading, or delivery of goods, merchandise, vehicles or supplies by large trucks, tractor-
3 trailers, or other similar vehicles between the hours of 9:00 p.m. and 7:00 a.m. unless a sound
4 wall or other hours have been allowed through a use permit.

5 8. Musical Instruments and Sound Amplifiers. Use or operate any musical instrument or
6 any device, machine, apparatus, or instrument for intensification or amplification of the human
7 voice or any sound or noise as follows:

8 a. Use or operate any device, machine, apparatus, or instrument for intensification or
9 amplification of musical instruments, the human voice, or of any other sound without first
10 obtaining a special event permit: (i) in or on a public place that is clearly audible from 50 feet;
11 (ii) in or on any property that is audible at adjoining or adjacent properties.

12 b. Use of any unamplified musical instrument, or other apparatus that is clearly audible
13 from a distance of 50 feet, without first obtaining a special event permit: (i) in or on a public
14 place that is clearly audible from 50 feet; (ii) in or on any property that is audible at adjoining
15 or adjacent properties.

16 c. Operate, play, or permit the operation or playing of any radio, television, phonograph,
17 drum, musical instrument, sound amplifier, or similar device, which produces, reproduces, or
18 amplifies sound in any public place such that the noise level disturbs a reasonable person
19 owning, using, or occupying property in the neighborhood between the hours of 9:00 p.m. and
20 7:00 a.m.

21 d. Use, operate, or play, or permit to be played, used, or operated, of any radio receiving
22 set, musical instrument, audio system, loudspeaker, sound amplifying equipment or other
23 machine or device for the producing or reproducing of sound, which casts sound upon the streets
24 for the purpose of commercial or noncommercial advertising, or attracting the attention of the
25 public to any building, structure or attraction (i) such that the sound therefrom creates noise in
26 a residential area; or (ii) on a public place without first obtaining a special event permit.

27 9. Explosives, Firearms, and Similar Devices. The use or firing of explosives, firearms, or
28 similar devices which create impulsive sound so as to cause a noise across a real property
boundary or on a public place, except when part of a government-authorized honor guard.

10. Construction or Demolition Work. Construction or demolition work not in conformance
with Section 15.04.075 (Construction Work Hours) of this Code.

11. Late Night Disturbances. Disturbances of any kind that are plainly audible by
inhabitants or occupants of any adjacent or neighboring residential properties or units, or are
plainly audible at a distance of 50 feet from a real property boundary, that occur between 9:00
p.m. and 7:00 a.m., shall be prima facie evidence of violation of this subsection.

12. Persistent noise not otherwise allowed.

C. Exemptions. The following are exempt from the provisions of this section:

1. Sound or noise associated with emergencies or emergency work, involving the execution of the duties of duly authorized governmental personnel and others providing emergency response to the general public, including but not limited to, sworn peace officers, emergency personnel, utility personnel, and the operation of emergency response vehicles and equipment.
2. Sound or noise associated with construction or maintenance of city facilities and other activities by any city department or its contractors, utilities, waste hauler, or any other public entity.
3. Sounds typically associated with residential uses (e.g., children at play, air conditioning and similar equipment in good working order, but not animal and fowl noises in violation of Subsection (B)(3), above).
4. Sounds typically associated with property maintenance (e.g., domestic power tools not performed by a commercial entity) provided such activities take place between the hours of 7:00 a.m. and 9:00 p.m.
5. Safety, warning, and alarm devices, including house and car alarms, and other warning devices that are designed to protect the health, safety and welfare, provided such devices are not negligently maintained or operated. The sounding of burglar alarms shall not constitute a violation of this section except after 20 minutes of continuous activation. Further, on or after one year from the effective date of the ordinance from which this section is derived, no owner of a motor vehicle, dwelling or commercial property shall have in operation an audible burglar alarm therein unless such burglar alarm shall be capable of terminating its operation within 20 minutes of its being activated.
6. The sounding of any horn, bell, whistle, siren or other audible warning device which is operated in compliance with Section 7604 of the California Public Utilities Code, or other state or federal laws governing railroad operations.
7. Sounds associated with the operation of radio systems operated by FCC licensees in the regular course of business.
8. The normal operation of public and private schools typically consisting of classes and other school-sponsored activities, such as school bands and school athletic events.
9. Any activity related to the construction, development, manufacture, maintenance, testing, or operation of any aircraft engine, or of any weapons system or subsystems which are owned, operated, or under the jurisdiction of the United States.
10. Any other activity to the extent regulation thereof has been preempted by state or federal law or regulations.
11. Activities or events whose noise is regulated by a city issued permit with conditions that specify the type of noise and hours permitted to operate, such as but not limited to, a special use permit, special event permit, special construction permit.

8.12.112 Additional Public Nuisances

The following shall also constitute public nuisances that may be abated in accordance with this chapter.

A. Obstructing Public Passageways. It shall be unlawful for any person to obstruct ingress or egress to any building, or to obstruct the passage of persons or vehicles passing along any street, alley, sidewalk, or other public right-of-way.

B. Breach of the Peace. No person shall make in any public place, including but not limited to parks, greenways, landscaped medians, common city spaces, streets, sidewalks and/or alleyways, or suffer to be made on his/her premises or upon the premises under his/her control, any disorder or tumult to the disturbance of the public peace; and no person shall utter in the presence of two (2) or more persons lewd or obscene words or epithets or address to another any words, language, or expressions having a tendency to create a breach of the peace. "Disturbance" and "breach of the peace" mean causing an annoyance or engaging in disorderly conduct or interfering with the peace and order of a neighborhood, community, or meeting.

D. Interference with Right of Assembly. No person, except with legal authorization or authority, shall disturb or interrupt any school procession, funeral or funeral procession, or any lawful procession, church service, or assembly of people.

E. Public Excretion. No person shall evacuate their bowels or bladder in any public place, or upon any private property, at a place not provided for that purpose.

F. Swimming in Canals. No person shall bathe or swim in any canal within the City.

F. Motor Vehicle Racing. It is unlawful for any person to operate, conduct, maintain, promote, participate or engage in any motor vehicle race within the City, unless such race is expressly allowed by City permit or occurs in a facility permitted for such activity. For the purposes of this section.

8.12.116 Vacant Properties.

A. Maintenance Required. Vacant residential, commercial, and industrial buildings and all yards surrounding the building must be maintained, actively monitored, and secured in accordance with the following standards or the property will be considered blighted and a nuisance subject to abatement pursuant to the procedures set forth in this chapter, and any other available enforcement mechanisms.

1. Yard Maintenance. Maintain all yards in compliance with any applicable development permits, site plans, and landscape plans. If there are no applicable development permits, site plans, or landscape plans, maintain all interior yards (those that are not visible to the general public) in a safe condition, including keeping all vegetation controlled to avoid overgrowth; maintain all exterior yards (those that are visible to the general public), including parkways, with acceptable landscaping, installed and maintained in a trimmed, live, and healthy condition.

2. Building Exterior. Maintain the exterior of the building, including, but not limited to, paint and finishes, in good condition.

1 3. Broken Windows. Board up broken windows within 24 hours and replace broken
2 windows within 72 hours, subject to the provisions of subsection (B)(1)(g), below.

3 4. Trash and Debris. Remove all trash and debris within 72 hours of their placement or
4 abandonment on the property.

5 5. Compliance with Laws. Maintain the building in continuing compliance with all
6 applicable State and local codes and regulations and any applicable City issued permits,
7 including all provisions of this chapter.

8 6. Prevention of Criminal Activity. Take all reasonable steps necessary to prevent criminal
9 activity on the premises, including, but not limited to, the use and sale of controlled substances,
10 prostitution, and criminal street gang activity.

11 7. Secure Property. Secure the property, both structure and grounds, against trespassers,
12 including but not limited to by the installation and use of fencing, maintaining all windows and
13 doors with locks, replacing all broken doors or windows, and securing any other openings into
14 the structure which are readily accessible to trespassers by boarding-up, or such other means as
15 shall be accepted by the City Manager. Boarding and fencing should be considered a short-term
16 remedy and the City may require alternative methods of maintaining and securing a property.
17 When a building is boarded-up or the property fenced, the owner shall comply with standards
18 established by the City Manager.

19 8. Graffiti. Remove all graffiti on the property within 48 hours of placement on the
20 property.

21 B. Vacant Property Plan. The City Manager may issue an Order to Submit a Vacant
22 Property Plan to the property owner and require the payment of a fee as required under this
23 section.

24 1. The Vacant Property Plan shall include the following information and shall be submitted
25 within 30 days of service of the order:

26 a. Name and address of person submitting the Vacant Property Plan;

27 b. Name and address of all property owners of the subject property;

28 c. The name and address of a local agent, if the property owner is not local, that the City
Manager may contact related to enforcement of this article;

d. The expected period of vacancy;

e. A plan to make any buildings ready for occupancy that could not be legally occupied
under State and local law at the time of submission of the plan;

f. If required by the City Manager, a plan to either occupy, sell, lease, or demolish the
building within 180 days or such other time as determined reasonable by the City Manager
under the circumstances;

1 g. A plan for actively monitoring, maintaining, and securing the property and otherwise
2 complying with this article;

3 h. A letter of written consent by the property owner to the City Manager to allow City code
4 enforcement inspectors to enter the property for inspections as reasonably required to enforce
5 the provisions of this article;

6 i. Any other information required by the City Manager in rules and regulations adopted
7 by the City Manager under this article.

8 2. Exception. If the vacant building will be occupied within 30 days of service of the
9 notice, the owner may notify the City Manager in writing of this fact and the owner will be
10 excused from submitting a Vacant Property Plan.

11 3. Vacant Property Plan Fee. When a property owner is ordered to submit a Vacant
12 Property Plan by the City Manager they shall also be required to reimburse the City of the actual
13 cost to monitor or inspect the property and to review and approve the Vacant Property Plan.
14 The City Manager shall have discretion to determine the number of inspections required to
15 monitor the property upon submission of the plan, based upon the type and condition of the
16 property, and the history of violations at the property.

17 4. Appeal. An Order to Submit a Vacant Property Plan and/or a decision by the City
18 Manager rejecting a Vacant Property Plan are appealable in accordance with the procedures set
19 forth in this chapter except that both an Order to Submit a Vacant Property Plan and a rejection
20 of a Vacant Property Plan must be appealed within 15 days from service of the notice of the
21 order or rejection.

22 5. Approved Vacant Property Plan. A Vacant Property Plan is enforceable immediately
23 upon notice to the property owner of its approval, and shall be valid and enforceable until the
24 City Manager releases the property from the approved Vacant Property Plan, or until the
25 property is no longer vacant, whichever occurs first. If at any point the City Manager determines
26 that the Approved Vacant Property Plan is no longer effective, the property owner shall be
27 required to seek approval of a new Vacant Property Plan and pay a fee for that renewal as set
28 forth in Subsection (B)(3), above.

An approved Vacant Property Plan shall be recorded against the property so as to provide notice
to subsequent owners. The City Manager's release of a Vacant Property Plan shall similarly be
recorded.

6. Noncompliance. Failure by the property owner to submit a Vacant Property Plan, to
comply with an approved Vacant Property Plan, or to pay a fee as required under this section is
a violation of the Suisun City Municipal Code and a public nuisance, subject to the abatement
and cost recovery procedures set forth in this chapter and any other available enforcement
mechanisms.

7. Transfer of Vacant Building. The transferee of a vacant building is subject to the
requirements of this chapter. The transferee may apply to the City Manager to be released from
the requirements of the Vacant Property Plan. It shall be in the City Manager's discretion to

grant such a transfer or require the new property owner to establish a new Vacant Property Plan. The City Manager's decision shall be final.

8. Service. Service of an Order to Submit a Vacant Property Plan, notice of rejection, or approval of a Vacant Property Plan shall be made on the property owner by personal service or first class mail, and/or posted at the property. Where known, a copy may also be provided by email. Failure to achieve or accept service personally on the property owner shall not invalidate the requirements of this section.

Article II. Public Nuisance Abatement; Weeds and Rubbish Abatement

8.12.200 Declaration of Public Nuisance and Order to Comply

A. Declaration of Public Nuisance and Order to Comply. Whenever any city enforcement official determines that conditions at a property within the City constitute a public nuisance in violation of this chapter, the enforcement official shall give written notice to the responsible party in the form of a Declaration of Public Nuisance and Order to Comply (Order), stating the violations with reference to the applicable code sections.

B. Time to Correct. The Order shall set forth a reasonable time limit for correcting any violation and may also set forth suggested methods of correcting the same. Reasonable time to correct shall be dependent on the type and severity of the violation. The reasonable time to correct may, at the sole discretion of the City or such City official having enforcement authority over the violation, be extended or shortened.

C. Service of Order. The Order shall be served either by personal service or by depositing the Order in the United States mail, postage prepaid, addressed to the property address and to the name and address as it appears on the last available equalized assessment roll, supplemental roll of the County of Solano, if different. If no such address appears, then a copy of the Order may be posted at the property, and is presumed to have been served to the responsible party.

A copy of the Order may also be posted on the property in a conspicuous place. Where known, a copy may also be provided to the responsible party by email, at City's discretion. The failure of any person to receive the Order required by this section shall not affect the validity of any proceedings taken under this chapter.

D. Form of the Order. The Order shall bear the date of personal service or mailing and shall be in substantially the following form:

DECLARATION OF PUBLIC NUISANCE AND ORDER TO COMPLY

Site Address:

Assessor Parcel Number:

Date:

1 Notice is hereby given that the following conditions exist at this property, which
2 constitute a public nuisance in violation of the Suisun City Municipal Code
(SCMC), as follows.

3 [Describe conditions and cite to code section.]

4 You are hereby ordered to abate the nuisance within [set forth applicable days].
5 There will be no further notice.

6 If the nuisance is not removed within the required time, the nuisance may be abated
7 by the City of Suisun City or a contractor hired by the City. The property owner will
8 be billed for the cost of such abatement plus administrative costs and legal fees. In
addition, the property owner or other responsible parties may be issued a citation
and/or billed for the City's enforcement costs.

9 If you receive an invoice from the City for abatement, you will have fifteen (15)
10 days from the issuance to pay the invoice. If you do not to pay the invoice within
11 fifteen (15) days, the unpaid amount will be added to your property taxes as a special
assessment against your property.

12 All persons having any objections to this Order and the proposed abatement may
13 file an appeal in accordance with Chapter 8.12 of the Suisun City Municipal Code.
14 The appeal must be in writing, filed with the City Clerk at 701 Civic Center Blvd.,
Suisun City, California 94585, and received within [specify number of days] from
15 the date of this Order. The appeal must state the basis for the appeal with sufficient
16 specificity so that the Hearing Officer can understand the basis for the appeal and
must include the name, address, and telephone number of the person filing the
17 appeal. Failure to file a timely appeal could result in the City proceeding with the
work required at your expense in a timely fashion without further notice or hearing.

18 If the nuisance condition(s) create an imminent danger to the public, the appeal may
19 be considered after abatement of the nuisance.

20 DATED: _____, 20__.

21 [ENFORCEMENT OFFICIAL NAME AND TITLE]

22 _____
23 CITY OF SUISUN CITY, CALIFORNIA

24 **8.12.204 Recording.**

25 At the time an order to comply or order to vacate is served, the enforcement official may file in
26 the Office of the County Recorder a notice of pending administrative action and include a copy
27 of the order. After the nuisance is abated and abatement costs have been paid, the enforcement
28 official shall cause the recorded notice to be removed.

1 **8.12.208 Abatement Procedures.**

2 A. Abatement with No Appeal. Where no appeal has been timely filed, and the nuisance
3 has not been abated as directed by the order, the enforcement official shall obtain an abatement
4 warrant and thereafter may enter upon private property, in compliance with state and/or federal
5 law, for the purpose of so doing.

6 B. Abatement After Appeal. Where an appeal has been timely filed and the hearing officer
7 has finally determined that removal or abatement shall be required, and the nuisance has not
8 been removed as directed by the hearing officer, the enforcement official shall obtain an
9 abatement warrant and thereafter may enter upon private property, in compliance with state
10 and/or federal law, for the purpose of so doing.

11 C. Property Owner Abatement. At any time prior to the actual abatement, any property
12 owner may remove nuisance condition(s) at their own expense.

13 D. Abatement of Dangerous Buildings. The abatement of dangerous buildings may be
14 conducted in accordance with the Uniform Code for the Abatement of Dangerous Buildings, as
15 adopted by reference by Section 15.04.030(F), including any amendments or successor codes
16 thereto.

17 E. Abatement of Inoperative Vehicles. The abatement of abandoned, wrecked, dismantled
18 or inoperative vehicles shall be performed in accordance with Chapter 10.36, including any
19 amendments or successor codes thereto.

20 **8.12.212 Method of Abatement by the City.**

21 City abatement of the nuisance may be performed by contract or by City crews. When the
22 abatement is performed by contract, the contractor shall keep an account of the cost of the
23 abatement on each separate parcel of land where work is performed, including adjoining
24 sidewalk and street/alley areas, and shall submit an itemized written report showing such cost
25 to the enforcement official for verification, and may include before and after photographs.
26 When the abatement work is performed by City crews, the City shall keep an account of the
27 cost of the abatement on each separate parcel of land where work is performed, including
28 adjoining sidewalk and street/alley areas, including before and after photographs if appropriate,
and shall submit an itemized report showing such cost to the enforcement official for
verification.

8.12.216 Weeds and Rubbish Abatement.

No person, whether such person is the owner or tenant of any real property, shall maintain,
permit, or allow such premises, or adjoining public way, sidewalk, street and/or alley, to be
maintained in any of the following conditions, which are declared to be a public nuisance. City
shall have the authority to abate dirt, rubbish, weeds, and rank growths from buildings or
grounds and adjacent sidewalks, and recover costs thereof, in accordance with Section 39560
et seq. of the Government Code.

A. Refuge for Vermin. Dead, decayed, diseased or hazardous trees, weeds, grass, rubbish,
refuse, dirt, debris, or any other matter or material which may provide a breeding place or refuge
for rodents, insects, or other vermin.

1 B. Vegetation Near Roofs and Chimneys. Dead vegetative growth overhanging a structure
2 or any tree branch or other vegetative growth which extends within 10 feet of the outlet of a
chimney.

3 C. Pollen. Weeds which may produce pollen that is injurious to the health, safety, comfort,
4 or welfare of the residents of the City.

5 D. Fire Hazards and Fire Hydrants. Weeds, rubbish, refuse, dirt, debris, or any other matter
or material which may become a fire or health hazard, or is within 36 inches of a fire hydrant.

6 E. Overgrown Vegetation.

7 1. Vegetative growth overhanging a public right of way by less than 14 feet in height or a
8 public sidewalk by less than 8 feet in height.

9 2. Any overgrown vegetation, including but not limited to bushes, shrubs, trees, lawns,
10 weeds and flowers.

11 F. Other Vegetation. Any other vegetation or materials which, because of lack of
12 maintenance, create conditions which may become a fire, safety, or health hazard, including
weeds, which are otherwise subject to abatement by law.

13 G. Trees and shrubs. Any tree or shrub causing damage to the public right-of-way including
14 but not limited to streets, sidewalks, alleyways, parkways, greenways and landscape medians.

15 8.12.220 Supplemental Rules and Regulations.

16 The City Manager may adopt written rules, regulations, policies and procedures that are
17 consistent with the intent or provisions of this chapter, as may be necessary or desirable to aid
in the administration or enforcement of the provisions of the Suisun City Municipal Code.

18 Article III. Cost Recovery; Penalties

19 8.12.300 Findings and Purpose.

20 The Council finds that substantial public resources are spent each year to enforce the Suisun
City Municipal Code and State laws, as well as Federal and County laws that may fall within
21 the jurisdiction of the City, enacted to protect the public health, safety, and welfare. The Council
finds that the responsibility of these costs, abatement and enforcement costs, should be properly
22 placed on those persons responsible for violating the Suisun City Municipal Code or Federal,
State and County laws and/or causing public nuisances. The Council further finds that the
23 recovery of costs incurred by the City to enforce these laws and to collect penalties issued to
those persons causing public nuisances and/or violating these laws is important in deterring
24 future violations and maintaining the integrity of the City's code enforcement system. The
purpose of this article is to provide a means for the City of Suisun City under its police power
25 authority and other applicable law to recover these costs and penalties from those persons
26 responsible for creating, causing, committing, or maintaining a public nuisance or Suisun City
Municipal Code or other law violation.
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1 **8.12.304 Nuisance Abatement Costs.**

2 A. Special Assessment and Lien or Personal Obligation. The cost of abating a public
3 nuisance and/or enforcing this chapter or applicable Federal, State or County law shall either
4 be a special assessment and lien on the subject property or the personal obligation of the owner
5 of the subject property and/or the person responsible for creating, causing, committing or
6 maintaining the public nuisance or violating this chapter or Federal, State or County law. If
7 there is more than one responsible person, each responsible person shall be jointly and severally
8 liable for the costs. Costs incurred by the City are recoverable even if a public nuisance, Suisun
9 City Municipal Code, or other law violation is corrected by the property owner or other
10 responsible person.

11 B. Applicability. This article shall govern the procedures used to recover all abatement and
12 enforcement costs incurred by the City in the abatement of a public nuisance or violation of this
13 chapter and/or the enforcement of this chapter or other law pursuant to the procedures and
14 authority found in the Suisun City Municipal Code. Additionally, this article shall govern the
15 procedures used to recover multiple response costs imposed pursuant to the procedures and
16 authority found in the Suisun City Municipal Code.

17 C. Payment Plan. Nothing in this article shall prevent the City at any time from accepting
18 payment for unpaid costs or penalties in full, or by way of a payment plan.

19 **8.12.308 Fire Suppression Costs.**

20 Any costs incurred by the fire department in fighting a fire arising from the burning of any
21 vegetation or rubbish, including the cost of providing rescue and emergency medical services,
22 shall be charged to the property owner consistent with this chapter, and any applicable charges
23 as may be set forth in the city's master fee schedule.

24 **8.12.312 Invoice of Costs.**

25 A. Invoice. Notice of an invoice of costs shall be provided to the responsible party. The
26 notice shall include the following:

27 (1) A description of the abatement or enforcement action taken by the City, where
28 applicable a description of the property subject to the abatement or enforcement, and the total
amount of the abatement and enforcement costs incurred by the City. The requirements of this
subsection may be met by providing the noticed party with a copy of the report required by this
subsection (A).

(2) That should the noticed party fail to pay the costs within 30 days from the date of service
of the notice the costs may be collected in any or all of the following ways: by a collection
agency as a personal obligation, by the City Attorney's Office through judicial action, a lien
attached to the subject property, or pursuant to an assessment attached to property taxes.

(3) That the noticed party has a right to an administrative review of the invoiced costs
incurred by the City by filing a written request for such review with the City Clerk within 15
days of the date of the invoice. A failure to timely request administrative review will be deemed
a waiver of a right to review of the amount of the costs.

1 (4) That before a special assessment or lien is placed on the subject property, the costs will
2 be confirmed by the City Council and a notice will be issued at least 15 days before the Council
meeting.

3 (5) That the invoice may be recorded as a Notice of Costs or Penalties in the Solano County
4 Recorder's Office.

5 B. Recording. The City may record the invoice as a Notice of Costs or Penalties in the
6 Solano County Recorder's Office. Once payment is received for the outstanding costs and/or
7 penalties, or any reduction of costs following administrative review, and no further action will
be taken under this article, the City shall record a Notice of Satisfaction.

8 8.12.316 Administrative Review of Costs.

9 A. Procedures for Administrative Review. If a request for administrative review is timely
10 filed, the City Clerk shall deliver a copy of the invoice of costs incurred by the City and request
11 for administrative review to the City Manager, which may include the appointment of a hearing
12 officer, who shall set a date and time to review the invoice of costs with the requesting party.
The administrative review shall be an informal proceeding where the enforcement department
and requesting party may present any evidence they deem pertinent to the amount of the costs.
The scope of review shall be limited to the amount of the costs.

13 B. Decision. The City Manager may affirm or reduce the costs if they determine that the
14 costs are not supported by the evidence or upon a showing that the costs were unnecessary or
15 unreasonable. The City Manager will not pass upon the validity of the underlying enforcement
16 action or the amount of any penalties.. The decision shall be memorialized in writing. The City
Manager may approve a payment plan for the costs.

17 C. Time for Payment. The responsible party shall have 30 days from the date of the
18 decision to pay the costs, unless a payment plan is approved, in which case the costs shall be
paid in accordance with the payment plan.

19 8.12.320 Recovery of Nuisance Abatement and Enforcement Costs.

20 Abatement and enforcement costs unpaid after the required time set forth in this chapter may
21 be collected in the matter set forth in this article. Interest shall accrue at a rate of 10% per year
on unpaid costs until paid.

22 8.12.324 Personal Obligation.

23 Any costs or penalties subject to collection under this chapter may be recovered as a personal
24 obligation against the responsible party and may be referred to a collection agency or the City
25 Attorney's Office for collection. Upon referral of these costs and obligations, the collection
26 agency and the City Attorney's Office may seek collection through any legal means provided
27 to them, including judicial action. Nothing in this section shall be affected by or affect the City's
28 use of any other procedure provided in this article or by law to collect unpaid costs and
penalties. In a judicial action to recover abatement costs, the City Attorney's Office may elect
to recover attorneys' fees. In any action in which the City Attorney's Office elects to recover
attorneys' fees under this section, attorneys' fees will be recovered by the prevailing party.

1 **8.12.328 Special Assessment and Lien.**

2 A. Collection. Unpaid penalties, abatement costs, and enforcement costs (collectively,
3 “penalties and costs”) that relate to a public nuisance abatement may be confirmed by the City
4 Council as a special assessment and collected with property taxes or as a judgment lien, in
5 accordance with applicable law.

6 B. Notice. Notice of a public meeting to confirm the penalties and costs shall be provided
7 to all noticed parties by the enforcing department or City Clerk at least 15 days before the
8 meeting. The notice shall: (i) contain a description of the subject property sufficient to enable
9 the person(s) served to identify it; (ii) shall state that the City intends to collect unpaid costs or
10 penalties by placing a lien or a special assessment on the subject property; (iii) shall specify the
11 day, hour, and place where the Council will hear and pass upon the penalties and/or costs; (iv)
12 shall specify that the property may, in some cases, be sold after three years by the Tax Collector
13 pursuant to Revenue and Tax Code Section 3691 for unpaid delinquent assessments or be
14 subject to judicial foreclosure before the three years; and (v) shall specify that any noticed party
15 may appear at the Council meeting and present objections to the lien or assessment.

16 C. Service of Notice. Notice shall be given either by personal service or by depositing the
17 notice in the United States mail, postage prepaid, addressed to the owner of such lot or parcel
18 of land and/or lessee as it appears on the last available equalized assessment roll, supplemental
19 roll of the County of Solano, or as otherwise known to the City by virtue of more recent or
20 reliable information. If no address appears or is known to the City, then a copy of the notice
21 may be mailed to the property address. A copy of the notice may also be posted on the property
22 in a conspicuous place. Where known, a copy may also be provided by email. The failure of
23 any person to receive the notice required by this section shall not affect the validity of any
24 proceedings taken under this chapter.

25 D. Confirmation by City Council. During the City Council meeting the Council may adopt
26 a resolution confirming the amount of the penalties and costs, or any lesser amount, based upon
27 staff reports and any public comments received during the meeting. The City Council shall take
28 into consideration whether any noticed party sought administrative review of the costs and shall
only reduce the costs if:

- (1) the responsible party sought administrative review, and
- (2) the decision of the City Manager is not supported by substantial evidence in the record.
- The basis for the code enforcement action will not be the subject of the City Council’s consideration.

Where the costs have already been approved by a court of competent jurisdiction or the penalties have been previously upheld in an abatement or other administrative hearing held under the Suisun City Municipal Code, the City Council shall simply confirm the costs or penalties.

The City Council may confirm the costs for more than one property in a single resolution. If the City Council confirms the costs, the procedures set forth in this section may be utilized.

E. Time to Contest Confirmed Special Assessment or Lien. The validity of any special assessment or lien levied under the provisions of this section shall not be contested in any action

1 or proceeding unless such action or proceeding is commenced within 30 days after the special
2 assessment is confirmed by the City Council.

3 F. Recording. Immediately upon the City Council's confirmation of costs or penalties, the
4 City Clerk shall record a Notice of Special Assessment and Lien in the Office of the County
5 Recorder, which shall constitute a lien on that property for the amount of the assessment, except
6 that if any real property to which the lien would attach has been transferred or conveyed to a
7 bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created
8 and attaches thereon, prior to the date on which the first installment of taxes that included the
special assessment imposed under this section would become delinquent, then the lien that
would otherwise be imposed by this section shall not attach to real property and the costs of
abatement and enforcement relating to the property shall be transferred to the unsecured roll for
collection.

9 G. Form of Notice of Special Assessment and Lien. The Notice of Special Assessment and
10 Lien for recordation shall be in the form substantially as follows:

11 NOTICE OF SPECIAL ASSESSMENT AND LIEN

12 (Claim of the City of Suisun City)

13 Under authority vested by provision of Chapter 8.12 of the Suisun City Municipal
14 Code, the City of Suisun City did on or about the ____ day of _____, 20____,
15 assess [describe penalties, abatement costs, enforcement costs] on the real property
16 hereinafter described; and the same has not been paid nor any part thereof and the
17 City of Suisun City does hereby claim a lien for such [penalties, abatement costs,
18 and enforcement costs] to wit: the sum of _____ dollars, plus legal rate of interest
19 to be accrued from the date of recording this lien, and any and all administrative
20 costs to file and record the lien. The same shall be a lien upon the real property until
21 it has been paid in full and discharged of record.

22 The real property hereinafter mentioned, upon which a lien is claimed, is that certain
23 parcel of land in the City of Suisun City, County of Solano, State of California, more
24 particularly described as follows:

25 [include description of property including address and APN]

26 DATED: this ____ day of _____, 20____

27 _____ City of Suisun City

28 (Job Title)

H. Collection with Taxes. After confirmation and recordation, a copy may be turned over
to the Solano County Tax Collector. At that point, it will be the duty of the Tax Collector to
add the amounts of the respective assessments to the next regular tax bills levied against the
lots and parcels of land for municipal purposes. Those amounts shall be collected at the same
time and in the same manner as ordinary municipal taxes are collected, and shall be subject to

1 the same penalties and procedures and sale in the cases of delinquency as provided for with
2 ordinary municipal taxes.

3 I. Foreclosure. After confirmation and recording, the lien may also be foreclosed by
4 judicial or other sale in the manner and means provided by law. The City may recover from the
5 record property owners, any costs incurred regarding a foreclosure action.

6 J. Priority. A special assessment and lien imposed under this article shall have the priority
7 of a tax lien, unless prohibited by State law, in which case the special assessment and lien shall
8 have the priority of a judgment lien.

9 K. Release of Lien. Once payment in full is received for the special assessment and lien,
10 including applicable penalties, administrative fees and interest charges; or the amount is
11 deemed satisfied pursuant to a subsequent administrative or judicial order; or the City has
12 entered into some other arrangement with the property owner for satisfaction of the assessment;
13 the enforcing department shall either record a Notice of Satisfaction or provide the property
14 owner or financial institution with the Notice of Satisfaction so they can record the Notice with
15 the Solano County Recorder's Office.

16 L. Refund. The City Council may order a refund of all or part of a tax paid pursuant to this
17 chapter if it finds that all or part of the tax has been erroneously levied. A tax or part thereof
18 shall not be refunded unless a claim is filed with the City Clerk in accordance with the City's
19 claim filing requirements, and in no event later than November 1st after the tax became due and
20 payable. The claim shall be verified by the person who paid the tax, or his/her guardian,
21 executor or administrator.

22 8.12.332 Penalties; Remedies Non-Exclusive.

23 A. Public nuisances may be enforced by one or more of the following nonexclusive
24 remedies. Property owners, tenants, and any person in control of real property shall be jointly
25 and severally responsible to abate a public nuisance.

26 1. Abatement and cost recovery proscribed in this chapter, and/or Section 3490 et seq. of
27 the Civil Code.

28 2. Administrative citations, pursuant to Chapter 1.20.

3. Criminal complaint or citation, pursuant to Chapter 1.08.

4. Injunctive relief.

5. Receivership, pursuant to Section 17980.7 of the Health and Safety Code.

6. Unlawful business practices, pursuant to Section 17200 et seq. of the Business and
Professions Code.

7. Red Light abatement, as set forth in Penal Code Section 11225 et seq.

8. Drug abatement, as set forth in Health and Safety Code Section 11570 et seq.

9. State Housing Law, as set forth in Health and Safety Code Section 17910 et seq.

10. Any other available remedy set forth in the Suisun City Municipal Code, Uniform Codes, or State law.

B. Each day a violation continues is deemed a new violation.

C. Recovery of treble damages. Upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that a property owner is responsible for a condition which may be abated as a nuisance, the court may order the property owner to pay treble (three times) the cost of abatement. This section shall not apply to conditions abated pursuant to Section 17980 of the California Health and Safety Code.

D. Violations of this chapter shall be strict liability offenses.

E. All penalties and remedies available to the City for violations of this chapter may be imposed individually or collectively, and shall not be exclusive of any other remedy.

Article IV. Appeals; Judicial Review; Severability

8.12.400 Filing of Appeal to Declaration of Public Nuisance and Order to Comply.

The party responsible for a public nuisance may file an appeal to the City's Declaration of Public Nuisance and Order to Comply with the City Clerk subject to the following procedures:

A. Appeal in Writing. The appeal shall be in writing. The appeal shall state the basis for the appeal with sufficient specificity so that the hearing officer can understand the basis for the appeal and shall include the name, address, and telephone number of the person filing the appeal.

B. Time to Appeal. The appeal shall be received by the City Clerk within 15 days from the date upon the notice. The time requirement for filing an appeal shall be deemed jurisdictional and may not be waived. Appeals not timely filed or not setting forth the basis for the appeal are defective and shall be dismissed.

C. Hearing Officer. Appeals shall be heard by a hearing officer appointed by the City Manager.

E. Timing of Appeal and Abatement. The hearing on an appeal from an abatement notice shall be held prior to the abatement, except in those circumstances where the enforcement official has determined that the nuisance conditions present an immediate danger to the public health and safety, including, but not limited to, hazardous materials, or where the time of year increases the potential for a fire. In those circumstances the appeal hearing may be held after the abatement.

8.12.404 Procedures for Conducting an Appeal.

A. Scheduling of Hearing. The City Clerk shall schedule a hearing before an independent hearing officer no sooner than 10 days and not more than 60 days from the date the appeal is filed with the City Clerk.

1 B. Notice of Hearing. Written notice of the date, time and place of the hearing shall be
2 given at least 10 days prior to the date of the hearing to the appellant either by causing a copy
3 of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage
4 prepaid, addressed to the appellant at the appellant's address shown on the appeal, or, if no
5 address is provided on the appeal, at the address to which the official's decision was previously
6 sent or posted. Where known, a copy may also be provided by email. The failure of any person
7 to receive such notice shall not affect the validity of any proceedings taken under this chapter.
8 Service by normal delivery mail in the manner described above shall become effective on the
9 date of mailing.

10 C. Scope of Hearing and Burden of Proof. At the date, time and place stated in the notice,
11 the hearing officer shall hear and consider all relevant evidence, objections or protests, and shall
12 receive testimony from the appellant, the enforcement official and his/her designees, and
13 interested persons relative to the issues of the hearing. Except where otherwise provided by the
14 governing code or statute, the burden of proof and production of evidence shall be with the City
15 and the burden of proof shall be preponderance of the evidence. Preponderance of the evidence
16 means the burden of proof is met if there is a greater than 50% chance that, based on all the
17 reasonable evidence shown, the City's claims are true and appellant did in fact commit the
18 violation. The City meets its burden of proof by presenting physical and testimonial evidence
19 to prove their case and the proposition that it is more likely to be true than not true that appellant
20 committed the violation.

21 D. Hearing Procedures. The hearing shall be conducted in accordance with the following
22 procedures:

23 (1) All hearings shall be recorded. Any party may, at their sole expense, have the hearing
24 transcribed by a certified shorthand reporter.

25 (2) Hearings need not be conducted according to the technical rules of evidence.

26 (3) Any relevant evidence shall be admitted if it is of the type of evidence in which
27 reasonable persons are accustomed to rely on the conduct of serious affairs, regardless of the
28 existence of any common law or statutory rule which might make improper the admission of
such evidence over objection in civil actions in courts of competent jurisdiction in this State.

(4) Oral evidence shall be taken only on oath or affirmation. The hearing officer or the City
Manager shall have the power to administer oaths.

(5) Irrelevant and unduly repetitious evidence shall be excluded.

(6) Each party shall have the right to: (a) call and examine witnesses on any matter relevant
to the issues of the hearing; (b) introduce documentary and physical evidence; (c) cross-
examine opposing witnesses on any matter relevant to the issues of the hearing, subject to the
control of the hearing officer, including the imposition of reasonable alternatives to cross-
examination; (d) impeach any witness regardless of which party first called the witness to
testify; (e) rebut the evidence; and (f) be represented by anyone who is lawfully permitted to do
so.

1 (7) The hearing officer may take official notice, either during the hearing or after
2 submission of the matter for decision, of any fact which may be judicially noticed by the courts
3 of this State or of official records, regulations, rules, and decisions of State and local agencies,
4 boards and departments and of City ordinances. In addition, the hearing officer may take official
5 notice of matters in its own files and of prior proceedings under this chapter involving the same
6 issues. If applicable, the hearing officer or the may also take official notice of any generally
7 accepted technical or scientific matter within their expertise. The parties present at the hearing
8 shall be informed of the matters to be noticed, and those matters should be noted in the record,
9 referred to therein, or appended thereto. Any such party shall be given a reasonable opportunity
10 on request to refute the officially noticed matters by evidence or by written or oral presentation
11 of authority.

12 (8) Failure to appear at the hearing by either party shall not invalidate the proceedings.

13 F. Continuance of Hearing. The hearing officer may provide for reasonable continuances
14 of the hearing, on its own initiative or at the request of a party, as necessary to properly conduct
15 the appeal.

16 G. Decision. At the conclusion of the hearing, the hearing officer shall deliberate and reach
17 a decision within 15 days. The decision and the reason(s) for the decision shall be reduced to
18 writing. The hearing officer may affirm, reverse, modify, or set aside the abatement order,
19 suspension or revocation of a permit or license, citation, decision or order issued pursuant to
20 this Code as the facts and law warrant.

21 H. Service and Filing of Decision. A copy of the hearing officer's decision shall be sent by
22 mail or otherwise to the appellant. Where known, a copy may also be provided by email.

23 I. Finality of Decision. The decision of the hearing officer shall be final with no further
24 administrative appeals.

25 8.12.408 Judicial Review.

26 Judicial review of any final decision made under this chapter may be had by filing a petition
27 for a writ of mandate with the Superior Court, County of Solano, in accordance with the
28 provisions of the California Code of Civil Procedure Section 1094.5. Any such petition shall be
filed within 90 days after the day the decision becomes final as provided in California Code of
Civil Procedure Section 1094.6, which shall be applicable for such actions.

8.12.12 Severability.

If any article, section, sentence, clause or phrase of this chapter is for any reason held to be
invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision
shall not affect the validity of the remaining portion of this chapter. The Council hereby declares
that it would have adopted this chapter and adopted each article, section, sentence, clause or
phrase thereof, irrespective of the fact that any one or more articles, sections, subsections,
sentences, clauses or phrases be declared invalid or unconstitutional.

Article V. Definitions.

Unless the particular provision or the context otherwise requires, the definitions and provisions contained in this section shall govern the construction, meaning, and application of words and phrases used in this article.

Abandoned personal property. Discarded personal property, including furniture and appliances, and any personal property that is not timely removed from real property following a Notice of Public Nuisance and Order to Abate.

Acceptable landscaping.

For residential properties, acceptable landscaping shall include any ground cover, decorative rock, redwood bark, lawn and/or other material determined to be acceptable or required by the City Manager.

For commercial or industrial properties, acceptable landscaping shall include non-paved portions of the exterior yards shall be covered with live trees, shrubs, lawns, or other live plant materials, or shall have decorative landscaping installed, so long as weed block is used where decorative landscaping is installed.

Attractive nuisance. Any condition, instrumentality, or machine which is or may be unsafe or dangerous to children by reason of their inability to appreciate the peril therein, and which may reasonably be expected to attract children to the premises and risk injury by playing with, in, or on it, whether in a building or on the premises.

Bona fide encumbrancer. A person who (i) receives a lien or encumbrance on the subject property after the City incurs abatement costs or enforcement costs and (ii) at the time he or she acquired the interest did not have actual or constructive knowledge of the City's interest in the property.

Bona fide purchaser. A person who (i) purchases any portion of the subject property after the City incurs abatement costs or enforcement costs and (ii) at the time he or she acquired his or her portion of the subject property did not have actual or constructive knowledge of the City's interest in the property.

Building official. The building official of the City of Suisun City, or their designee.

Chief of police. The Suisun City Police Department's Chief of Police, or their designee.

City Attorney. The City Attorney of the City of Suisun City, including their designee.

City enforcement official. The city manager, the fire chief, or the chief of police, and shall include any authorized designee thereof who is partially or wholly responsible for enforcing this chapter.

City facility. Any building, structure, park, parkway, infrastructure, traffic light, waterway, pier, jetty, protected open space, etc. that is owned, controlled, or maintained by the city.

City manager. The City Manager of the City of Suisun City, including their designee.

Costs:

Abatement costs. The actual and reasonable costs incurred by the City to abate a public nuisance. These costs include all direct and indirect costs to the City that result from the total abatement action, including, but not limited to, investigation costs, costs to enforce the Municipal Code and any applicable Federal, State or County law, clerical and administrative costs to process paperwork, costs incurred to provide notices and prepare for and conduct administrative appeal hearings, and costs to conduct the actual abatement of the nuisance, including lawful disposal or abandoned personal property, trash, and debris. Abatement costs include staff costs, including costs of worker's compensation benefits, fringe benefits, administrative overhead administrative overhead, costs for equipment, such as cameras and vehicles, staff time to hire a contractor, and reasonable attorneys' fees incurred by the City. Costs also include those incurred in seeking cost recovery.

Enforcement costs. All actual and reasonable costs incurred by the City to respond to and enforce compliance with the Municipal Code and any applicable Federal, State, County or City public health and safety law that are not included within abatement costs. These costs include, but are not limited to, actual cost of the enforcing department services including, but not limited to, costs of personnel, including costs of worker's compensation benefits, fringe benefits, administrative overhead, costs of equipment, costs of materials, costs related to investigations pursuant to the Municipal Code or Federal, State, or County law, costs related to issuing and defending administrative or court citations, costs incurred investigating and abating violations of the Municipal Code or Federal, State or County law violations, and reasonable attorneys' fees. Enforcement costs include multiple response and similar costs as permitted by this chapter. Enforcement costs also include those incurred in seeking cost recovery.

Enforcing department. The department or division of the City that is directed and is responsible for the enforcement of the Suisun City Municipal Code or applicable Federal or State law, or the abatement of a public nuisance.

Fire chief. The Chief of the Suisun City Fire Department, or their designee.

Motor Vehicle shall have the same meaning as that term is defined in Section 415 of the California Vehicle Code, including any amendments or successor statutes thereto.

Noise. Any sound which annoys or disturbs a reasonable person of normal sensitivities.

Noticed party. The person or entity that is required to be noticed in the underlying abatement or enforcement action in which costs were incurred, but in all cases must include the record owner(s) of the property for property related violations. A "noticed party" should be notified for purposes of cost or penalty recovery in the same manner as they were required to be noticed, either by the Municipal Code or applicable Federal, State or County law, in the abatement or enforcement action which resulted in the incurring of costs or penalties sought to be recovered under this article.

Owner. The person to whom land is assessed as shown on the last available equalized assessment roll, supplemental roll of the County of Solano, or as otherwise known to the enforcement official, and shall include their agent or designee.

1 Parkway. The portion of a street right-of-way which lies between the property line and the
2 outside edge of a gutter or gutter lip, including a driveway approach. Where no curb exists,
"parkway" shall mean the area of property from the property line to the edge of the pavement.

3 Person. An individual or entity of any kind whatsoever, and shall include the person's agent or
4 designee.

5 Persistent noise. Constant, fluctuating, or intermittent noise of cumulative duration of more than
20 minutes, that disturbs a reasonable person beyond the property line of the noise source.
6 Examples of sources of persistent sound include but are not limited to dogs barking, amplified
7 sound, power tools, vehicles, and like noises.

8 Responsible party. Any person responsible for creating, causing, committing, or maintaining
the violation(s) of the Suisun City Municipal Code or law and/or responsible for the abatement
9 of a Suisun City Municipal Code or law violation(s), including a public nuisance. A responsible
party may be, jointly or severally, a property's owner or tenant, or any other person in
10 possession or control of real property.

11 Sensitive land uses. Locations where there is greater sensitivity to excess noise, including but
12 not limited to: residences, hospitals, nursing homes, theaters, auditoriums, churches, meeting
halls, schools, libraries, museums, and parks.

13 Sound amplifying equipment. Means any machine or device for the amplification of the human
14 voice, music or any other sound. Sound amplifying equipment as used herein shall not be
construed as including standard automobile radio when used and primarily audible only by the
15 occupants of the vehicle in which installed, or warning devices on authorized emergency
16 vehicles or horns or other warning devices on other vehicles used only for traffic safety
purposes.

17 Structure shall have the same meaning as that term is defined in Section 18.04.010, including
18 any amendments or successor ordinances thereto.

19 Tenant. Any person, not an owner, who is in possession or control of real property based on a
20 rental or lease agreement with the property's owner, including their agent or designee.

21 Uniform Codes. Uniform Code adopted by reference in Chapter 15.04 of the Suisun City
Municipal Code with local amendments, including any amendments or subsequent codes.

22 Vacant property. Real property that is undeveloped or with one or more structures, whether
23 residential, commercial, or industrial, that is/are unoccupied or occupied by unauthorized
24 persons. In the case of a multi-unit structure or complex, "vacant" shall mean when any one
unit is unoccupied or occupied by unauthorized persons.

25 **SECTION 3. EFFECT OF AMENDMENTS.** Except as otherwise specifically provided in
26 this Ordinance, all other provisions of Title 8 of the City of Suisun Municipal Code remain
the same.

27 **SECTION 4. ADOPTION AND EFFECTIVE DATE.** This Ordinance shall be in full
28 force and effect thirty (30) days after its second reading and adoption.

SECTION 5. CERTIFICATION. The City Clerk shall certify the adoption of this ordinance, and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this ____ day of _____ 2023.

Alma Hernandez,
Mayor

ATTEST:

Anita Skinner,
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, _____, 2023, and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, _____, 2023, by the following vote:

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

WITNESS my hand and the seal of said City this ____ day of _____ 2023.

Anita Skinner,
City Clerk

CHAPTER 8.12 (PUBLIC NUISANCES) PROPOSED UPDATED

Presented by: Elena Gerli
October 3, 2023



1

1

Background

- Illegal Dumping and Trash Ad Hoc Committee recommended code updates to better address the illegal dumping; recommendations came to Council in April 2023
- Council directed that Chapter 8.12, providing for the abatement of public nuisances, be updated and clarified



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Proposed Updates

- **Article I:** Nuisances Declared
- **Article II:** Public Nuisance Abatement; Weed and Rubbish Abatement
- **Article III:** Cost Recovery; Penalties
- **Article IV:** Appeals; Judicial Review; Severability
- **Article V:** Definitions



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Nuisances Declared

- Violation of any municipal code provision or any emergency order is a public nuisance.
- Property maintenance. It is unlawful to maintain real property in a condition that constitutes a public nuisance, and includes an exhaustive list of conditions that are nuisances per se. Some examples include: provisions relating to maintenance of buildings and structures, disposal of hazardous waste and human/animal waste, landscaping and vegetation, graffiti, safety hazards, accumulation of debris, furniture etc., encroachments, sewage spills, vehicle parts, and illegally parked RV and campers.



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Nuisances Declared

- Additional public nuisances include but are not limited to the following: obstructing public passageways; breach of the peace; interference with right of assembly; public excretion; swimming in canals; and motor vehicle racing.
- Vacant residential, commercial and industrial buildings, and surrounding yards must be maintained, actively monitored, and secured, or will be considered blighted and a nuisance subject to abatement. Vacant properties may be required to submit a Vacant Property Plan for approval by the City Manager to ensure that the property doesn't fall into disrepair or becomes home to squatters.
- Noise regulations are included as their own section.



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Public Nuisance Abatement; Weed and Rubbish Abatement

- Detailed due process regarding process for abatement (with or without an appeal)
 - Includes notice and reasonable time to comply
- Abatement of dangerous building in accordance with the Uniform Code
- Abatement of inoperative vehicles in accordance with Chapter 10.36
- Abatement of weeds and rubbish Gov't Code Section 39560
- Accounting of costs to be maintained and an itemized report prepared and verified by the enforcement official
- The City Manager may adopt supplemental rules and regulations to aid in the enforcement of the ordinance



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Cost Recovery; Penalties

- Procedures for cost recovery, including attorney fees
- Local and state law authority of which the City can avail itself
- Violations are strict liability offenses
- Remedies are not exclusive of each other



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Appeals

- Must be: (1) in writing; (2) state the basis for appeal with sufficient specificity; (3) include the name, address, and telephone number of the filing person; (4) be received by the City Clerk within 15 days from the date of notice; and (5) be heard by a hearing officer appointed by the City Manager
- Appeals based on an abatement notice are typically held prior to abatement unless nuisance presents an immediate danger
- Decisions must be in writing and must issue w/in 15 days of the hearing
- Decisions are final and a copy must be provided to the appellant



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Judicial Review and Severability

Judicial Review

- Judicial review is accomplished through the filing of a petition for a writ of mandate within 90 days after a decision has been finalized

Severability

- If a provision is found invalid or unconstitutional, the offending provision(s) will be eliminated, and the remaining portions are valid



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Definitions

- Clear definitions provide guidance to staff and the public and make the ordinance simpler to understand and follow.



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Thank You



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AGENDA TRANSMITTAL

MEETING DATE: October 3, 2023

CITY AGENDA ITEM: Council Discussion and Direction for the Acting City Manager to Initiate the Request for Proposal (RFP) Process for Recruitment Services Related to a Permanent City Manager and Report Back with a Proposed Timeline and Evaluation Criteria.

FISCAL IMPACT: There is no fiscal impact at this time.

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

BACKGROUND: It is anticipated the city will have a vacancy within the permanent city manager classification, and as such, the city will need to explore hiring a permanent city manager.

As the city continues to grow and evolve, it is essential to attract and retain talented professionals to fill critical roles within the organization. Effective recruitment ensures that the city maintains a skilled and diverse workforce that can address the needs and demands of our community.

The recruitment process for this critical position will be complex, involving tasks such as job posting, candidate sourcing, screening, interviewing, and candidate assessment. Given the importance of this process, it is imperative that we engage a qualified and experienced recruitment firm to assist us in identifying the best candidates for the permanent city manager position.

STAFF REPORT: The initiation of an RFP process will allow the city to identify and contract with a recruitment firm that possesses the expertise, experience, and resources necessary to conduct successful recruitment campaigns. An RFP will solicit proposals from interested firms, enabling the city to assess their qualifications, proposed methodologies, and associated costs.

If the direction to initiate an RFP process is approved by the City Council, the following key steps will be taken:

- **Development of RFP Document:** City staff will draft a comprehensive RFP document that outlines our requirements, expectations, and evaluation criteria.
- **Public Posting:** The RFP will be publicly posted and advertised to attract a wide pool of qualified recruitment firms.
- **Proposal Submission:** Interested firms will submit their proposals in response to the RFP.
- **Evaluation and Selection:** A selection committee, comprised of city staff and possibly Councilmembers, will evaluate the proposals based on predetermined criteria.
- **Recommendation to City Council:** The selection committee will recommend the most suitable recruitment firm to the City Council for approval.
- **Contract Negotiation:** Upon City Council approval, staff will negotiate and finalize a contract with the selected recruitment firm.
- **Implementation:** The recruitment firm will commence recruitment activities as outlined in the contract.

Staff will work closely with the City Council throughout the RFP process, ensuring transparency, accountability, and alignment with the city's goals.

STAFF RECOMMENDATION: Staff is requesting direction from the City Council to proceed with an RFP process to select a recruitment firm to recruit and hire a permanent city manager. Staff is also requesting the City Council to provide direction as to potential elements of the recruitment process to publish in the RFP.

DOCUMENTS ATTACHED:

1. PowerPoint Presentation

PREPARED BY:

Aaron Roth, Acting City Manager/Chief of Police

ATTACHMENTS:

1. [PowerPoint Presentation.pdf](#)



Suisun City

Request for Proposal (RFP) Discussion and Direction

City Manager Recruitment

October 3, 2023

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RFP Discussion and Direction City Manager Recruitment

- The city anticipates a vacancy in the permanent City Manager classification
- A recruitment process for this position will be complex and involve several tasks
- Engaging a qualified and experienced recruitment firm will be key

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RFP Discussion and Direction City Manager Recruitment

The initiation of an RFP process will allow the city to identify and contract with a recruitment firm that possesses the expertise, experience, and resources necessary to conduct successful recruitment campaigns. An RFP will solicit proposals from interested firms, enabling the city to assess their qualifications, proposed methodologies, and associated costs.

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RFP Discussion and Direction City Manager Recruitment

Elements of the RFP and selections process are up for discussion with regard to any special considerations to be included in the RFP, or any specific tasks that should be requested as part of the RFP or firm selection process:

- Town Hall
- Community Engagement
- Ad Hoc
- Timelines

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RFP Discussion and Direction City Manager Recruitment

- Questions and Discussion

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SUISUN CITY MAYOR INFORMATIONAL REPORT

OCTOBER 3RD, 2023

REGIONAL BOARDS / COMMISSIONS / COMMITTEES:

- ✓ Solano Transportation Authority Board Member (STA)
- ✓ Solano County Water Agency Board Member (SCWA)
- ✓ Capitol Corridor Joint Powers Authority (CCJPA)

SolTrans Board of Directors

Local Agency Formation Commissioner (Alternate) (LAFCO)

CAP2 Solano JPA (Solano Regional Homelessness Board)

Solano Economic Development Center Board Member

Napa-Solano Area Agency on Aging

Solano County Mayor's Committee

City-County Coordinating Committee

Suisun City Committees / Ad-Hoc:

- ✓ Suisun-Solano Water Authority Executive Committee
- ✓ Suisun-Solano Water Authority Board
- ✓ Fairfield-Suisun Sewer District Executive Committee
- ✓ Fairfield-Suisun Sewer District Board

Suisun City Environment and Climate Committee Chair

Suisun City / Fairfield-Suisun Unified School District Joint Advisory Committee

30 Acre Parcel Highway 12 and Marina Mixed Use Ad-Hoc Committee

City Manager Evaluation 2023 Ad-Hoc Committee

Suisun City Economic Vitality Ad-Hoc Committee

Other:

- ✓ Shelter Solano Meeting and Tour
- ✓ Meeting with Supervisor Williams
- ✓ Community Meeting with Solano Street Residents
- ✓ City Council / BID Workshop
- ✓ Solano Irrigation District 75th Anniversary
- ✓ Comprehensive Transportation Plan Transit Committee
- ✓ League of California Cities Annual Conference

Suisun-Solano Water Authority (SSWA) Executive Committee (September 5, 2023)

- The SSWA Executive Committee met and approved the cancellation of the SSWA Board Meeting scheduled on September 11th, 2023.
- The next SSWA Executive Committee meeting is scheduled for October 9, 2023.

Shelter Solano Meeting and Tour (September 6, 2023)

- Met with the executive team at Shelter Solano to discuss updates, reports, and relationship with Suisun City.
- Received tour of shelter and updated changes to facility.

- Meeting resulted in outreach from Shelter Solano to Suisun City to address ways to better support city needs.

Meeting with Supervisor Williams (September 7, 2023)

- Met with Supervisor Williams to discuss current Suisun City needs.
- Identified Suisun City priorities regarding homelessness.

Community Meeting with Solano Street Residents (September 7, 2023)

- Met with residents from Solano Street alongside Chief Roth, Commander Healy, and Councilmember Dawson.
- This meeting was community led and organized by community members.
- Discussion topics included speeding in downtown, homelessness, parking and/or speed sign requests, and conversation about community member concerns.

City Council / BID Workshop (September 12, 2023)

- The Suisun City Council and Historic Downtown Waterfront Business Improvement District were scheduled to have a joint workshop to discuss various ways to strengthen work between both governing bodies.
- Due to a lack of quorum from BID members, the meeting was postponed.

Solano Irrigation District 75th Anniversary (September 13, 2023)

- Attended the Solano Irrigation District (SID) 75th Anniversary representing Suisun City
- The anniversary celebrated the history of the organization and educated community on the significant role SID plays in Solano County.
- Suisun City and SID are the members of the Suisun-Solano Water Authority, which is a Joint Powers Authority.

Comprehensive Transportation Plan Transit Committee (September 13, 2023)

- Attended the Comprehensive Transportation Plan (CTP) Transit Committee at the Solano Transportation Authority building.
- Public bus operators from each city (Suisun City, Fairfield, Vacaville, Dixon, Rio Vista, Vallejo, and Benicia) presented the current public transportation models they have.
- Suisun City Microtransit was presented by Brandon Thompson.
- Discussion on how to better promote all public transportation in Solano County took place. The committee identified a need to increase ridership and accessibility to residents about multiple public transportation services.
- The next committee meeting is scheduled for January 10th, 2024.

Solano Transportation Authority (STA) Board Meeting (September 13, 2023)

- Attended the STA board meeting.

- On Consent was the Microtransit Mobile Application and Funding Augmentation agenda item. This item was approved and authorized the Executive Director to enter into an agreement with the Routing Company to provide a mobile application for Rio Vista Delta Breeze and Suisun Microtransit for three years.
- The board approved the Bay Area Air Quality Management District (BAAQMD) Transportation Funds for Clean Air (TFCA) Fiscal year 2023-24 County Program Manager Funds for City of Fairfield East Tabor Tolenas Safe Routes to School Project in the amount of \$100,000. This directly benefits Suisun City students who attend Tolenas Elementary School.

Fairfield-Suisun Sewer District Executive Committee Meeting (September 18, 2023)

- The Executive Committee met. This committee is comprised of Director Vaccaro, Director Hernandez, Director Dawson, and Director Moy.
- The Committee discussed and approved the agenda for the general board meeting.

Capitol Corridor Joint Powers Authority Board Meeting (September 20, 2023)

- Attended the Capitol Corridor Joint Powers Authority (CCJPA) board meeting remotely alongside Dixon Mayor Bird in Sacramento due to California League of Cities Annual Conference.
- The board approved the CCJPA Fiscal Year 2023-24 Service Plan and Budget.
- The board received information on Grade Crossing Safety and were informed that the number of railroad crossing accidents and incidents where there is loss of life has increased significantly. Additional work on improving signage, education, lighting, grade separation, and information on suicide prevention is taking place.
- A report was provided on the significant ridership increase due to recent concerts by Taylor Swift and Beyonce at Levi's Stadium. Additional marketing and promotion taking place on how local riders can take advantage of the Capitol Corridor to get to work, school, and events.

League of California Cities Annual Conference (September 20-22, 2023)

- Attended the League of California Cities Annual Conference in Sacramento. In attendance were also Mayor Pro Tem Washington, Councilmember Dawson, Councilmember Pal, Acting City Manager Roth, Deputy City Manager Lofthus, and City Attorney Gerli.
- The conference provided a range of sessions to support continuous education for city leaders.

Fairfield-Suisun Sewer District Board Meeting (September 26, 2023)

- Attended the Fairfield-Suisun Sewer Board Meeting.
- The board approved the Subaward Agreement with the Association of Bay Area Government to Conduct Community Treatment Wetland Co-Design Using Grant Money from EPA Water Quality Improvement Fund, approved to Award Professional Services Contract for Suisun Force Main Reliability Project, and approved Solano County's Request to Provide Sewer Service to Woodcreek 60 Subdivision