

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, JUNE 6, 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: **870 9265 1343**
CALL IN PHONE NUMBER: (707) 438-1720*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING BY EMAILING
CLERK@SUISUN.COM (PRIOR TO 4 PM), VIA WEBSITE, OR ZOOM CALL IN PHONE NUMBER (707) 438-1720*

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

(Next Ord. No. – 801)
(Next City Council Res. No. 2023 – 67)
Next Suisun City Council Acting as Successor Agency Res. No. SA2023 - 04)
(Next Housing Authority Res. No. HA2023 – 02)

ROLL CALL

Council /Board Members
Pledge of Allegiance
Invocation

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS (Informational items only.)

- 1 City Manager Update - (Folsom: gfolson@suisun.com).

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

- 2 Presentation of Award and Proclamation - (Hernandez: ahernandez@suisun.com).
 - a. Presentation of Award for Support of Our Community.
 - b. Presentation of Proclamation Proclaiming the Month of June 2023 as "Pride Month" in the City of Suisun City.

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

- 3 Council/Board Member Updates.

CONSENT CALENDAR

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

City Council

- 4 Council Adoption of Resolution No. 2023-__: Authorizing the City Manager to Execute a Regional Transportation Impact Fee (RTIF) Funding Agreement with the Solano Transportation Authority for the Environmental Phase of the Railroad Avenue Extension Project - (Vue: nvue@suisun.com).
- 5 Council Adoption of Resolution No. 2023-__: Authorizing the Mayor to send a letter of Support for AB 50 (WOOD) - (Folsom: gfolson@suisun.com).

Suisun City Council Acting as Successor Agency

- 6 Successor Agency Adoption of Resolution No. SA 2023-__: Authorizing the Executive Director to execute a twenty-year lease agreement with the State of California State Lands Commission for the continued operation, general use, and maintenance of the Suisun City Marina - (Lofthus: klofthus@suisun.com).

PUBLIC HEARING NONE

GENERAL BUSINESS

City Council

- 7 Fiscal Year 2023-24 Annual Presentation of Conceptual Budget Strategy - (Deol: ldeol@suisun.com).

- 8 Council Adoption of Resolution No. 2023-____: A Resolution of the City Council of the City of Suisun City, Declaring Certain City-Owned Real Property Located at 318 Merganser Drive, in the City Of Suisun City (APN: 0173-010-230) To Be Surplus and Authorizing Offers of Said Property For Purchase or Lease and Finding of Exemption From CEQA - (Bermudez: jbermudez@suisun.com).

REPORTS: (Informational items only)

- 9 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 agendaized 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, the City of Suisun City denounces prejudice and discrimination based on age, gender identity, gender expression, race, religion, marital or familial status, national origin, immigration status, sexual orientation, or physical attributes as an affront to our fundamental principles; and

WHEREAS, Pride Month began in June of 1969 on the one-year anniversary of the Stonewall Uprising in New York City after Lesbian, Gay, Bisexual, Transgender, Queer + (LGBTQ+) and allied friends rose and fought against the constant police harassment and discriminatory laws that have since been declared unconstitutional; and

WHEREAS, throughout much of the history of the United States, same-sex relationships were criminalized in many states and many LGBTQ+ people in the United States were forced to hide their LGBTQ+ identities; and

WHEREAS, LGBTQ+ people in the United States face disparities in employment, healthcare, education, housing, and many other areas central to the pursuit of happiness in the United States; and

WHEREAS, Solano Pride Center is a nonprofit organization that provides advocacy and support for the local LGBTQ+ Community in Solano County and was founded as the Advisory Committee for Gay, Lesbian, Bisexual, and Transgender Youth in 1998; and

WHEREAS, over the years Solano Pride has offered a variety of community building, recreational, and informational activities, including an information and referral line, a speaker's bureau, and weekly groups for women, men, and youth; and

WHEREAS, the City of Suisun City appreciates the cultural, civic, and economic contributions of the LGBTQ+ community which strengthens our collective community and social welfare; and

WHEREAS, it is imperative that young people in our community, regardless of sexual orientation, gender identity, and expression, feel valued, safe, empowered, and supported by their community; and

WHEREAS, despite being marginalized, LGBTQ+ people continue to celebrate authenticity, acceptance, and love;

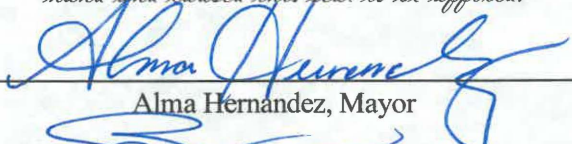
NOW, THEREFORE, I, Alma Hernandez, Mayor of the City of Suisun City, hereby proclaim June 2023 as

“Pride Month”

in the City of Suisun City and urge residents to recognize the contributions made by members of the LGBTQ+ community and to actively promote the principles of equality, liberty, and justice in our community.



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


 Alma Hernandez, Mayor

ATTEST: _____
 DATE: June 6, 2023

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AGENDA TRANSMITTAL

MEETING DATE: June 6, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-__: Authorizing the City Manager to Execute a Regional Transportation Impact Fee (RTIF) Funding Agreement with the Solano Transportation Authority for the Environmental Phase of the Railroad Avenue Extension Project.

FISCAL IMPACT: There would be no impact to the General Fund. The City is eligible to receive a total of \$200,000 from Regional Transportation Impact Fee (RTIF) funds distributed by the Solano Transportation Authority (STA) for the Railroad Avenue Extension Project (Project). Funds are to cover the Environmental phase of the Project. There is no required local match for these funds. This action would not award any contracts for any work at this time.

STRATEGIC PLAN: Good Governance. Enhance the Environment.

BACKGROUND: The Regional Transportation Impact Fee (RTIF) for the County is a multi-jurisdictional fee imposed on new development to cover a portion of the costs for new transportation facilities required to serve new developments within the County.

STAFF REPORT: The City met with STA in October 2022. After this meeting, STA recommended authorizing RTIF District 2 funds for the Railroad Avenue Extension project (“Project”), specifically for the Environmental phase. The Project includes a RTIF eligible roadway project, as approved as part of the STA’s RTIF Nexus Report, and would serve the City's transportation interests.

The Railroad Avenue Extension Project will provide alternative access to State Route Highway (SR 12) 12, Suisun City waterfront, and the Suisun-Fairfield Train Depot. Currently, the west end of Railroad Avenue terminates at Marina Boulevard. The Project will extend Railroad Avenue from Marina Boulevard to Main Street and SR 12.

By entering into this funding agreement, the City agrees to the following:

1. City will ensure that the Environmental phase of the Project is completed including obtaining National Environmental Policy Act or California Environmental Quality Act approvals.
2. City agrees to pay for all costs exceeding the RTIF funding of \$200,000.
3. City agrees to adhere to adopted RTIF Policies, as amended, during the life of the Project, including the requirement to provide a specific Strategic Implementation Plan for the entire improvements. These include:
 - Project description (including purpose and need);
 - Cost estimates for each phase of the Project;
 - Anticipated schedule with milestones of completion; and
 - Identified or anticipated additional funding sources for the entire Project.

By entering into this agreement, the STA agrees to the following:

1. STA agrees to process and approve the RTIF funding request, as appropriate, for a total amount not-to-exceed \$200,000.

2. The City shall provide supporting documents for these allowable expenses prior to any reimbursement occurring.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2023-__: Authorizing the City Manager to Execute a Regional Transportation Impact Fee (RTIF) Funding Agreement with the Solano Transportation Authority for the Environmental Phase of the Railroad Avenue Extension Project.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Authorizing the City Manager to Execute a Regional Transportation Impact Fee (RTIF) Funding Agreement with the Solano Transportation Authority for the Environmental Phase of the Railroad Avenue Extension Project.
2. Project Location Map.
3. Funding Agreement between the Solano Transportation Authority and the City of Suisun City for Railroad Avenue Extension Project.

PREPARED BY:

Amanda Dum, Management Analyst II

REVIEWED BY:

Nouae Vue, Public Works Director

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

- 1 [Resolution to Execute a Regional Transportation Impact Fee.pdf](#)
- 2 [Project Location Map.pdf](#)
- 3 [Funding Agreement.pdf](#)

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RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A REGIONAL
TRANSPORATION IMPACT FEE (RTIF) FUNDING AGREEMENT WITH THE
SOLANO TRANSPORTATION AUTHORITY FOR THE ENVIRONMENTAL PHASE
OF THE RAILROAD AVENUE EXTENSION PROJECT**

WHEREAS, the Solano Transportation Authority (STA), as the Congestion Management Agency (CMA) for the Solano area, is responsible for countywide planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities, and;

WHEREAS, as part of those responsibilities STA administers the Regional Transportation Impact Fee (RTIF) for the County which is a multi-jurisdictional fee imposed on new development to cover a portion of the costs for new transportation facilities required to serve new developments within the County; and

WHEREAS, after a meeting between Suisun City and STA in October 2022, STA has recommended and had the STA Board has approve the distribution of a total of \$200,000 to Suisun City for the Environmental [phase of the Railroad Avenue Extension Project; and

WHEREAS, the Railroad Avenue Extension Project will provide alternative access to State Route Highway (SR) 12, Suisun City waterfront, and the Suisun-Fairfield Train Depot. Currently, Railroad Avenue ends at Marina Boulevard. The Project will extend Railroad Avenue from Marina Boulevard to Main Street and SR 12; and

WHEREAS, in order to move the Environmental phase of the Railroad Avenue Extension Project forward, the attached project funding agreement between the STA and the City will need to be executed; and

WHEREAS, STA desires to fund the activities in accordance with the terms of the Funding Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to take all actions necessary to execute the Funding Agreement between the Solano Transportation Authority and the City of Suisun City for Environmental Phase of the Railroad Avenue Extension Project.

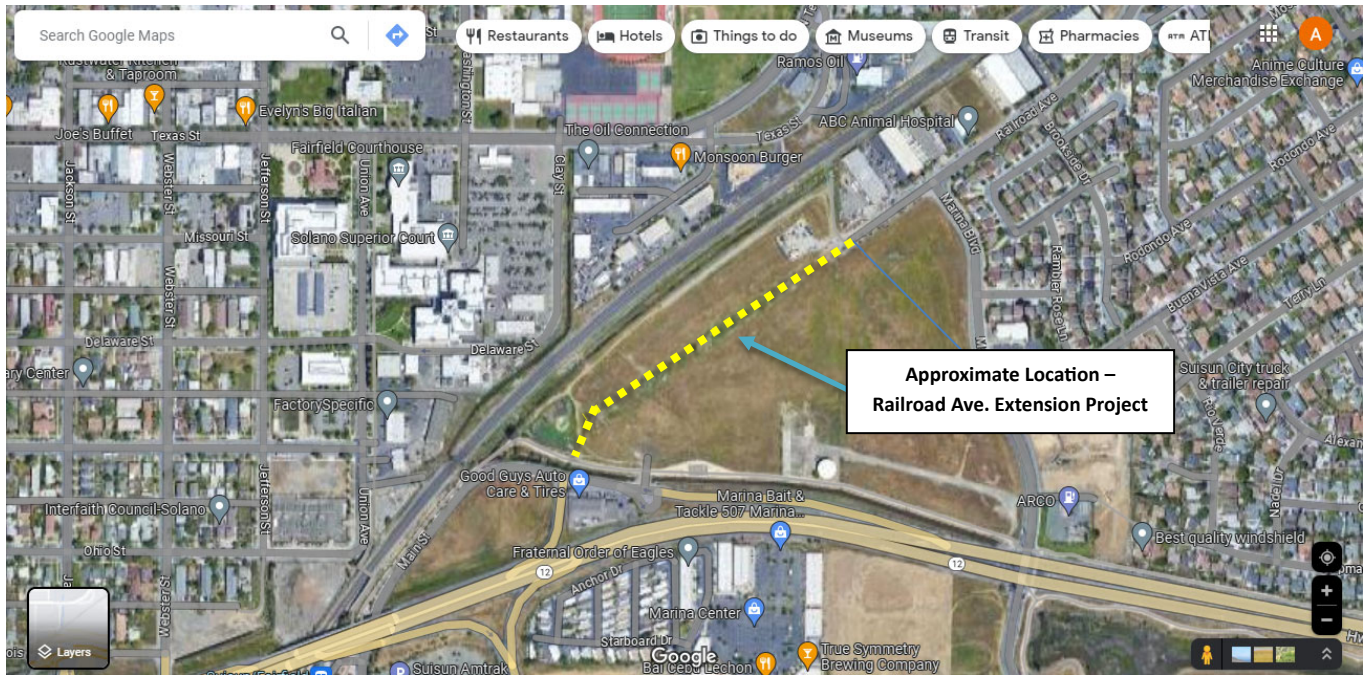
PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 6th day of June 2023, by the following vote:

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

WITNESS my hand and the seal of said City this 6th day of June 2023.

Anita Skinner
City Clerk

RAILROAD AVENUE EXTENSION PROJECT PROJECT LOCATION MAP



**REGIONAL TRANSPORTATION IMPACT FEE
FUNDING AGREEMENT
BETWEEN
THE SOLANO TRANSPORTATION AUTHORITY
AND
THE CITY OF SUISUN CITY
FOR THE
RAILROAD AVENUE EXTENSION PROJECT**

THIS REGIONAL TRANSPORTATION IMPACT FEE (RTIF) FUNDING AGREEMENT (“Agreement”) is entered into as of _____ between the **SOLANO TRANSPORTATION AUTHORITY (“STA”)**, a joint powers authority organized under Government Code section 6500 et seq. consisting of the County of Solano and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, and the **CITY OF SUISUN CITY (“City”)**, a municipal corporation. Unless identified, the public agencies may be commonly referred to individually as “Party” or collectively as “Parties”.

RECITALS

- A. STA was created in 1990 through a Joint Powers Agreement between the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, Vallejo, and the County of Solano (“County”) to serve as the Congestion Management Agency (CMA) for Solano County.
- B. STA, as the CMA for the Solano area, is responsible for countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities.
- C. In 2009, the STA, in partnership with the County and the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, started to consider the adoption of a Regional Transportation Impact Fee (“RTIF”), which would be a multi-jurisdictional fee imposed on new development to cover a portion of the costs for new transportation facilities required to serve new development within the County.
- D. On July 10, 2013, the STA Board approved the first Solano County RTIF Nexus Report.
- E. On December 3, 2013, the County approved collection of the RTIF as a component of the County’s Public Facilities Fee (“PFF”) and, on February 11, 2014, the County entered into an agreement with STA to coordinate expenditure of the RTIF collected on regional transportation projects.
- F. On October 8, 2014, the STA Board approved policy guidelines for the RTIF program and administration (“RTIF Program”).

G. The Parties met in October 2022 to recommend funding with RTIF District 2 funds the Railroad Avenue Extension project (“Project”), which is described in more details below.

H. The Project includes RTIF eligible roadway projects, as approved as part of the RTIF Nexus Report, and serve the City’s transportation interests; and

I. These roads are eligible for federal Highway Safety Improvement Program and Railroad Crossing Elimination Program funds, as well as other potential grants, which would enhance the safety of the travelling public; and

J. STA, in accordance with the RTIF Policies established by the Nexus Study for the Solano County PFF, has determined that the Project meets the requirements for RTIF funding.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

Part I

Project and Funding Identification

A. Description of Project

The Railroad Avenue Extension Project will provide alternative access to State Route (SR) 12, the Suisun City waterfront, and the Suisun City train depot. Currently, Railroad Avenue ends at Marina Boulevard. The Project will extend Railroad Avenue from Marina Boulevard to Main Street and SR 12.

B. Eligible RTIF Expense

The RTIF funds shall be used to fund all costs associated with completing the Environmental phase of the Railroad Avenue Extension Project. The RTIF funds that can be used for completing this task is up to \$200,000 (Two Hundred Thousand Dollars). The RTIF funding is from revenue collected from District 2 of the RTIF Program.

Part II

Respective Roles and Responsibilities

A. City’s Role and Responsibilities

1. City will ensure that the Environmental phase of the Project is completed including obtaining National Environmental Policy Act or California Environmental Quality Act approvals.

2. City agrees to adhere to adopted RTIF Policies, as amended, during the life of the Project, including the requirement to provide a specific Strategic Implementation Plan for the entire improvements. These include:

- Project description (including purpose and need);
- Cost estimates for each phase of the Project;
- Anticipated schedule with milestones of completion; and

- Identified or anticipated additional funding sources for the entire Project.

3. City agrees to pay for all costs exceeding the RTIF funding of \$200,000.

B. STA's Role and Responsibilities

1. STA agrees to process and approve the RTIF funding request, as appropriate, for a total amount not-to-exceed \$200,000.
2. The City shall provide supporting documents for these allowable expenses prior to any reimbursement occurring.

C. Project Delivery and Reporting Requirements

1. City to provide an annual report to RTIF Working Group 2 and STA by July 15th of each year, documenting how funds were used during the previous 12-month period while the Project is active.
2. As outlined in the STA's RTIF Policies, if Working Group 2 determines that the improvements are not meeting the milestones laid out in this Agreement, as part of the annual review process, the City may be deemed ineligible for future RTIF funds until the milestones are met.

D. Mutual Responsibilities

The Parties agree to communicate information in a timely format and provide direction as needed so as to not to impact the schedule of the improvements. To the extent that any Party is not performing its duties under this Agreement in such a manner as to impact either the schedule and/or improvements funding, the Parties agree to meet and confer to resolve any dispute.

PART III
Funding

STA has programmed RTIF District 2 funding in the amount not-to-exceed \$200,000 for the Railroad Avenue Extension Project (RTIF revenue collected through 4th Quarter of FY 2021-2022). Any deviation from the use of these funds, either outside the Approved RTIF Policies or the terms of this Agreement shall be the basis for non-payment of said deviation.

The City shall invoice the STA for allowable expenses in a format that clearly shows the total amount of the approved funding for this element of the Project, the estimated schedule of completion of the phase of the Project and the percentage complete for both time and cost. The City shall provide all necessary back up for actual costs. A member of the City Council, or any other officer, employee, or agent of the City shall not be personally liable to any extent for any payments, debts or liabilities of the improvements.

Local Preference Policy

In December 2010, the STA Board adopted its Local Preference Policy (LPP), which applies to the purchase of goods, services and the solicitation of professional services. The LPP does not apply to any contract which is required by law to be awarded to the "lowest, responsible bidder", such as public work projects or other projects to the extent the application would be prohibited by state or federal law. The LPP gives an opportunity for local businesses to bid on products and

services necessary in the delivery of STA's projects and programs. Local business firms will be given preference based on their knowledge of the community and proximity to project locations. In October 2011, the LPP was amended to define a "local business" as a business enterprise, including but not limited to a sole proprietorship, partnership, or corporation, located within the county for at least six (6) months prior to the date of contract award in order to receive preferential points and have at least one full-time employee who will serve as the lead contact for all services to be performed under the contract. Subsequently, in December 2011, the STA Board adopted a methodology for calculating the LPP contract goal. The methodology is modeled after the Caltrans Underutilized Disadvantaged Business Enterprise (DBE) approach. This methodology was applied on Requests for Proposals (RFP) released as of January 1, 2012, as allowed by the funding source. Each applicable solicitation has an established goal based on the specific services requested and the availability of local businesses to compete for services. Vendors awarded contracts based on utilization of local businesses are required to certify on-going participation of these local businesses with each invoice submitted throughout the contract terms.

The Parties are responsible to adhere to this LPP when contracting for applicable services to the extent allowed by law. This LPP is only applicable if only local funds are used for said phase of the Project. The Parties shall include in the invoice for payment the Local Preference Goal percentage, the total amount of these services and the percentage of payment paid for this service in the invoice.

Part IV **General Terms and Conditions**

A. Term of Agreement

This Agreement shall remain in effect through the full and final payment of the RTIF funding as stated in this Agreement for the Project, unless it is terminated or amended earlier as stipulated in this Agreement. This Agreement may also be terminated due to Project funding shortfalls or other unforeseen event(s), as mutually agreed to by the Parties. In the event of loss of funding, the Parties agree to work collaboratively to redirect the remaining Project funds to other RTIF projects eligible for such funding.

B. Indemnification

1. STA to Indemnify City

STA agrees to indemnify, defend, protect, hold harmless, and release City, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as "City"), from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by, any negligent act or omission or willful misconduct of STA. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve STA of any obligation imposed by this Section. City shall notify STA within thirty (30) days of any claim, action or proceeding and

cooperate fully in the defense. Notwithstanding the foregoing, City's failure to notify STA within said thirty (30) daytime limit shall not relieve STA of any obligation imposed by this Section unless STA has been actually prejudiced by such delay.

2. City to Indemnify STA

City agrees to indemnify, defend, protect, hold harmless, and release the STA, its elected bodies, agents, officers and employees (collectively referred to in this paragraph as 'STA') from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of City. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

At its sole discretion, STA may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Section. STA shall notify City within thirty (30) days of any claim, action or proceeding and cooperate fully in the defense. Notwithstanding the foregoing, STA's failure to notify City within said thirty (30) day time limit shall not relieve City of any obligation imposed by this Section unless City has been actually prejudiced by such delay.

3. Each Party to Defend Itself for Concurrent Claims

STA agrees to defend itself, and City agrees to defend itself, from any claim, action or proceeding arising out of the negligent act or omission or willful misconduct of STA and City in the performance of this Agreement. In such cases, STA and City agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph 5 below.

4. Joint Defense

Notwithstanding subparagraph 3 above, in cases where STA and City agree in writing to a joint defense, STA and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the negligent act or omission or willful misconduct of City and STA in the performance of this Agreement. Joint defense counsel shall be selected by mutual agreement of STA and City. STA and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in subparagraph 5 below. STA and City further agree that neither Party may bind the other to a settlement agreement without the written consent of both STA and City.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the Parties, STA and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

C. Insurance

1. Each Party agrees to maintain its status as a legally self-insured public entity for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 per occurrence

and no less than twenty-five million dollars (\$25,000,000) aggregate. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage. Each Party also agrees to require all consultant, contractors and subcontractors engaged to work on this Project to name the other Party as an additional insured as well.

2. Each Party will maintain Workers' Compensation as required by law for all its employees with limits not less than \$1,000,000 per occurrence. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party will provide the other with a Waiver of Subrogation endorsement for Workers Compensation. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

3. Each Party will require all consultants, contractors, and subcontractors engaged to work on this Project to carry insurance in levels commensurate with the exposure of the respective work provided by the consultant, contractor, or subcontractor.

D. No Waiver

The waiver by any Party of any breach or violation of any requirement of this Agreement shall not be deemed a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

E. Assignability

No Party to this Agreement shall assign or transfer any interest or perform any duties or obligations, without the prior written consent of the other Parties, and any attempt by a Party to so assign or transfer this Agreement or any rights, duties or obligations arising shall be void and of no effect.

F. Governing Law and Venue

The construction and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of California with venue residing in Solano County.

G. Force Majeure

No Party shall be liable or deemed in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of god, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Party.

H. Notices

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that a Party desires to give to the other Parties shall be addressed to the other Parties at the addresses set forth below. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been

received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

SOLANO TRANSPORTATION AUTHORITY

Daryl K. Halls
Executive Director
423 Main Street
Suisun City, CA 94585
Attn: Jasper Alve, Project Manager

CITY OF SUISUN CITY

Greg Folsom
City Manager
701 Civic Center Blvd.
Suisun City, CA 94585
Attn: Nouae Vue, Public Works Director

I. Subcontracts

Within the funds allocated by the Parties under this Agreement, any Party may be authorized to contract for any and all of the tasks necessary to undertake the projects or studies contemplated by this Agreement. Agencies must follow federal procedures in selecting consultants.

J. Prior Agreements and Amendments

This Agreement represents the entire agreement of the Parties regarding the matter described, and no representation, warranties, inducements or oral agreements have been made by the Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

K. Severability

If any provision or portion of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid such provision shall be severable and shall not impair the enforceability of any other provision of this Agreement.

L. Compliance with all Laws

The Parties shall observe and comply with all federal, state and local laws, ordinances, and codes including those of the Federal Highway Administration (FHWA) and Federal Transit Authority (FTA).

M. Non-Discrimination Clause

1. During performing this Agreement, the Parties and their subcontractors shall deny no benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. Each Party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. The Parties shall comply with Title VI of the Civil Rights Act of 1964, the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated under it (Title 2, California Code of Regulations, section 7285.0, et seq.), Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local

regulations adopted to implement the foregoing, as such statutes and regulations may be amended from time to time.

N. Access to Records and Retention

All Parties, acting through their duly authorized representative, and any federal or state grantor agency providing all or part of the funding associated with this Agreement, the State Controller, the Comptroller General of the United States, and the duly authorized representatives of the Parties, shall have access to any books, documents, papers and records of any Party directly pertinent to the matter of this Agreement to make audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

This Agreement was executed by the Parties on the day and year first written above.

SOLANO TRANSPORTATION AUTHORITY

Approved as to form:

By: _____
Daryl K. Halls, Executive Director

By: _____
STA Legal Counsel

CITY OF SUISUN CITY

Approved as to form:

By: _____
Greg Folsom, City Manager

By: _____
City Attorney

AGENDA TRANSMITTAL

MEETING DATE: June 6, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-___: Authorizing the Mayor to send a letter of Support for AB 50 (WOOD).

FISCAL IMPACT: No Fiscal Impact.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: PG&E is notorious for delays in providing electrical service to new customers. The current law grants authority to the Public Utilities Commission to set rates and charges for public utilities, with the requirement that such rates and charges be fair and reasonable. Public utilities are also obligated to provide and maintain adequate, efficient, fair, and reasonable service, equipment, and facilities that promote the safety, health, comfort, and convenience of their customers, employees, and the public. The commission is responsible for enforcing regulations concerning the expansion of service by electrical corporations.

STAFF REPORT: This proposed bill introduces an additional requirement for public utilities to provide and maintain timely service, equipment, and facilities. By January 1, 2025, the commission is tasked with determining the criteria for timely service for electric customers. This includes establishing reasonable average energization time periods for different categories of timely service and considering whether customers should be compensated for financial losses incurred due to significant service delays.

While the commission determines the criteria, the bill mandates that each large electrical corporation takes practical measures to deliver electric service within 90 days of issuing a written commitment for new connection requests, and within 30 days for customers seeking upgrades to existing connections. To support the goal of timely electric service, each large electrical corporation must evaluate and update their existing distribution planning process, as necessary.

To assess the performance of each large electrical corporation in meeting the energization timelines outlined in their written commitments, and to inform the commission's criteria for timely service, the bill requires the commission to annually collect specific information from each corporation until new reporting requirements are established.

Violating an order, decision, rule, direction, demand, or requirement of the commission is considered a crime under the Public Utilities Act. Therefore, as these provisions would be included in the act and would carry criminal consequences for violations, this bill imposes a state-mandated local program.

According to the California Constitution, the state is required to reimburse local agencies and school districts for certain costs imposed by the state. However, this bill specifies that reimbursement is not required for a specified reason.

In summary, the goal of AB 50 is to ensure that when large electric corporations commit to delivering

power to customers, a meaningful estimated timeframe for interconnectivity is provided. CalCities supports this bill.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2022-__: Authorizing the Mayor to send a letter of Support for AB 50 (WOOD).

DOCUMENTS ATTACHED:

1. Resolution No. 2023-__: Authorizing the Mayor to send a letter of Support for AB 50 (WOOD).
 2. Letter of support
-

PREPARED BY:

Greg Folsom, City Manager

ATTACHMENTS:

- 1 [Resolution Authorizing the Mayor to Send a Letter of Support for AB 50.pdf](#)
- 2 [Letter of Support.pdf](#)

RESOLUTION NO. 2023-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE MAYOR TO SEND A LETTER OF SUPPORT FOR
AB 50 (WOOD)**

WHEREAS, the City Council of the City of Suisun City is committed to helping new electric utility customers get connected to power in a timely manner; and

WHEREAS, it has been historically difficult for many new customers to get connected to power in a timely manner; and

WHEREAS, the goal of AB 50 is to ensure that when large electric corporations commit to delivering power to customers, a meaningful estimated timeframe for interconnectivity is provided.

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

The Mayor is hereby authorized to send a letter of support for AB 50 (Wood).

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on June 6, 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 6th day of June 2023.

Anita Skinner
City Clerk

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



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

CITY OF SUISUN CITY

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

The Honorable Jim Wood
Member, California State Assembly
1020 N Street, Suite 390
Sacramento, CA 95814

Assembly Bill 50 – SUPPORT

Dear Assembly Member Wood,

I am writing on behalf of the City of Suisun City to express our support for your proposed Assembly Bill 50, which focuses on the timely interconnection of electrical services. Assembly Bill 50 aims to expedite the delivery of service by electrical utilities under the regulation of the California Public Utilities Commission (CPUC) through a series of interconnected changes. This bill establishes clear expectations regarding the promptness with which utilities should provide service to new customers and fulfill requests for increased load from existing customers. Additionally, AB 50 seeks to enhance utility planning and information sharing, thereby streamlining the process and reducing the time required to meet customer demands for new or improved service levels. These changes have become necessary due to the persistent challenges faced by various jurisdictions across the state, including in Suisun City.

Numerous local governments have been informed that it will take anywhere from 2 to 7 years to upgrade utility distribution systems and increase capacity to support regular growth and stimulate economic development. These significant delays have resulted in missed opportunities for transformative economic progress, hindered the ability of local communities to address the urgent need for more housing, impeded the installation of electric vehicle charging systems, and will obstruct the state's efforts to decarbonize existing residential and commercial buildings. While these problems have recently worsened, they have been long-standing issues in many regions.

Thank you for your attention to this matter, and we commend your efforts to address these critical issues through Assembly Bill 50.

Sincerely,

Alma Hernandez
Mayor

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ DEVELOPMENT SERVICES 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340
SUCCESSOR AGENCY 421-7309 FAX 421-7366

AGENDA TRANSMITTAL

MEETING DATE: June 6, 2023

CITY AGENDA ITEM: / AGENCY AGENDA ITEM:

Successor Agency Adoption of Resolution No. SA 2023-__: Authorizing the Executive Director to execute a twenty-year lease agreement with the State of California State Lands Commission for the continued operation, general use, and maintenance of the Suisun City Marina.

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

STRATEGIC PLAN: Provide Good Governance

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

STAFF REPORT: This item was approved at the May 23, 2023 City Council meeting, but due to the omission of “acting as the Successor Agency to Redevelopment” this item is being brought back to the City Council Acting as the Successor Agency for approval.

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

The general lease include the following terms and conditions:

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

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

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

Staff recommends approval of the renewal of the general marina lease for commercial use. The lease will ensure the continued operation, use, and dredging rights for the marina, which provides an important recreational resource to the local community.

STAFF RECOMMENDATION: It is recommended that the City Council Acting as Successor Agency to the Redevelopment Agency Adopt Resolution No. SA 2023-__: Authorizing the Executive Director to execute a twenty year lease agreement with the State of California State Lands Commission for the continued operation, general use, and maintenance of the Suisun City Marina.

DOCUMENTS ATTACHED:

1. Successor Agency Resolution Authorizing the Executive Director to execute a twenty year lease agreement with the State of California State Lands Commission for the continued operation, general use, and maintenance of the Suisun City Marina.
2. Marina Lease 7625 Agreement.
3. Marina Lease Location Map

PREPARED BY:

Kris Lofthus, Deputy City Manager

REVIEWED BY:

Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

1 [Resolution Authorizing Executive Director to Execute a twenty year Lease Agreementt with the State of CA Lands Commission for Operation, Use and Maintenance of Suisun City Marina.pdf](#)

2 [Marina Lease Agreement.pdf](#)

3 [Marina Lease Renewal Map.pdf](#)

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RESOLUTION NO. SA 2023 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ACTING AS THE SUCCESOR AGENCY TO REDEVELOPMENT AUTHORIZING THE CITY MANAGER TO EXECUTE A TWENTY YEAR LEASE AGREEMENT WITH THE STATE OF CALIFORNIA STATE LANDS COMMISSION FOR THE CONTINUED OPERATION, GENERAL USE, AND MAINTENANCE OF THE SUISUN CITY MARINA.

WHEREAS, the City of Suisun City Redevelopment Agency entered into a 30 year lease agreement with the State of California State Lands Commission on May 5, 1992 for the demolition of the existing operating berths and construction of an open-berth commercial marina, with fuel dock, sewage pump out station, promenade, and maintenance dredging; and

WHEREAS, on February 28, 2023 the State of California State Lands Commission approved the issuance and renewal of the general lease authorizing the continued use, maintenance, and operation of an existing commercial marina, known as the Suisun City Marina; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City acting as the Successor Agency to Redevelopment hereby Authorize the Executive Director to execute a twenty year lease agreement with the State of California State Lands Commission for the continued operation, general use, and maintenance of the Suisun City Marina.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City acting as the Successor Agency to Redevelopment duly held on Tuesday, the 6th day of June, 2023, by the following vote:

AYES:	Boardmembers:	_____
NOES:	Boardmembers:	_____
ABSENT:	Boardmembers:	_____
ABSTAIN:	Boardmembers:	_____

WITNESS my hand and the seal of said City this 6th of June, 2023.

Anita Skinner
City Clerk

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

**STATE OF CALIFORNIA
OFFICIAL BUSINESS**

Document entitled to free recordation
pursuant to Government Code Section
27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

County: Solano

LEASE 7625

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

Section 1	Basic Provisions
Section 2	Special Provisions Amending or Supplementing Section 1 or 3
Section 3	General Provisions
Exhibit A	Land Description
Exhibit B	Site and Location Map
Exhibit C	Best Management Practices for Marina Owners/Operators
Exhibit D	Best Management Practices for Berth Holders and Boaters

SECTION 1: BASIC PROVISIONS

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

MAILING ADDRESS:

701 Civic Center Blvd.
Suisun City, CA 94585

LEASE TYPE:

General Lease – Commercial Use

LAND TYPE:

Sovereign

LOCATION:

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

LAND USE OR PURPOSE:

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

TERM:

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

CONSIDERATION:

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

AUTHORIZED IMPROVEMENTS:

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

LIABILITY INSURANCE:

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

SURETY BOND OR OTHER SECURITY:

\$100,000

SECTION 2: SPECIAL PROVISIONS

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

1. CONSIDERATION:

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

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

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

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

5. MARINA BERTH SUBLETTING:

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

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

6. MARINA OPERATION AND MANAGEMENT:

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

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

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

7. REFUSE CONTAINERS:

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

8. PLASTICS:

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

C. For purposes of this Lease, the following definitions are applicable.

- 1) "Prepared food" means foods or beverages which are prepared on the lease premises by cooking, chopping, slicing, mixing, freezing, or squeezing, and which require no further preparation to be consumed.
- 2) "Food packaging" means all bags, sacks, wrapping, containers, bowls, plates, trays, cartons, cups, straws, and lids which are not intended for reuse on or in which any foods or beverages are placed or packaged on the Lease Premises.
- 3) "Takeout food" means prepared foods or beverages requiring no preparation to be consumed and which are purchased in order to be consumed off the Lease Premises.
- 4) "Polystyrene foam" means any styrene or vinyl chloride polymer that is blown into a foam-like material, an example of which is commonly known as "Styrofoam".
- 5) "Degradable food packaging" means food packaging which within two years substantially reduces to its constituent substances through degradation processes initiated by natural organisms whose end products are substantially, but not necessarily entirely, carbon dioxide and water. Degradable food packaging does not include cellulose-based items that have a synthetic or plastic coating comprising more than 5% of the total volume of the item.

D. The above conditions shall be in effect until such time as the State Lands Commission adopts regulations or policies on the subject of plastic pollution. To the extent that such policies or regulations differ from the foregoing provisions and definitions, the parties hereby agree that the Lease will be amended to incorporate the policies adopted by the State Lands Commission.

9. PETROLEUM PRODUCTS HANDLING:

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

10. DREDGING:

Lessee is authorized to perform maintenance dredging on the Lease Premises for the term of the Lease, annually. No other dredging of any kind shall be conducted under the terms of this Lease. Authorization for other dredging will

require separate authorization from the Lessor upon Lessee's submission of an application and required fees.

- A. Prior to start of any maintenance dredging activities on the Lease Premises, Lessee shall, upon request, submit to Lessor copies of all permits and authorizations from agencies having jurisdiction over the dredging activities.
- B. This lease does not authorize Lessee to dredge or use dredge materials for purposes of commercial resale, environmental mitigation credits or other private benefit. No royalty shall be paid for material placed at approved disposal sites and which is used for public benefit. The dredged material may not be sold. Dredge materials shall only be disposed of at a Regional Water Quality Control Board and/or U.S. Army Corps of Engineers approved disposal site.
- C. Any equipment to be used on the Lease Premises is limited to that which is directly required to perform the authorized use and does not include any equipment that may cause damage to the Lease Premises.
- D. Lessee shall safely conduct all dredging and disposal operations in accordance with accepted dredging and disposal methods and practices and with due regard for the protection of life and property, preservation of the environment of the conservation of natural resources.
- E. Record Keeping and Audits:
 - i. Lessee shall submit to Lessor an annual summary of maintenance dredging activities no later than December 31st of each year when dredging has occurred including a written description regarding dates of dredging activity, location, volume and disposal location.
 - ii. At the request of Lessor, the Lessee shall provide additional reasonable additional information to Lessor to assist it in interpreting and evaluating the contents of Lessee's annual summary.

11. BEST MANAGEMENT PRACTICES:

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

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

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

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

13. **CLIMATE CHANGE**

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

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

repairs/maintenance performed or planned as a result of identified damage; and (5) any repairs identified in previous reports but not completed prior to report submission.

- C. Consistent with Section 3, Paragraph 8, the Lessee assumes the risks associated with the potential hazards related to sea level rise and agrees to be solely responsible for all damages, costs, and liabilities arising as a result of the impacts of such hazards on the Lease Premises. If the structural assessment discovers impacts to the structural integrity of the authorized improvements to date or reasonably foreseeable impacts to structural integrity of the authorized improvements due to sea level over the remainder of the lease, the lessee shall prepare a remedial action plan to address structural concerns to minimize risk to public health and safety and submit such plan to the Commission for review and comment. Any additional maintenance or protection strategies necessitated by the remedial action plan may require additional approval by Lessor pursuant to Section 3, Paragraph 5(a) and be subject to environmental review.

14. APPLICATION FOR NEW LEASE:

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

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

SECTION 3

GENERAL PROVISIONS

1. GENERAL

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

2. DEFINITIONS

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

"Additions" shall be defined as any use or Improvements other than those expressly authorized in this Lease.

"Alterations" shall be defined as any material change in the size, scope, density, type, nature, or intensity of Improvements on the Lease Premises from what is authorized in this Lease. Alterations shall also include any modifications, alterations, or renovations of the land or waterways on the Lease Premises other than those authorized by this Lease.

"Breach" shall be defined as a party's unjustified or unexcused nonperformance of a contractual duty the party is required to immediately perform.

"Damages" shall include all liabilities, demands, claims, actions or causes of action whether regulatory, legislative or judicial in nature; all assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation: (i) reasonable attorneys', accountants', investigators', and experts' fees and expenses sustained or incurred in connection with the defense or investigation of any such liability, and (ii) costs and expenses incurred to bring the Lease Premises into compliance with Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term "Damages" also includes, expressly, those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.

"Default" shall be defined as a material Breach of magnitude sufficient to justify termination of the Lease.

"Environmental Law" shall be defined as and include all federal, state, and local environmental, health, and safety laws, statutes, ordinances, regulations, rules, judgments, orders, and notice requirements, which were in effect as of the date of execution of this Lease or are subsequently enacted and lawfully applied hereto, which regulate or relate to (a) the protection or clean-up of the environment; (b) the use, treatment, storage, transportation, handling or disposal of hazardous, toxic or otherwise dangerous substances, wastes or materials; (c) the quality of the air and the discharge of airborne wastes, gases, particles, or other emissions; (d) the preservation or protection of waterways, groundwater, or drinking water; (e) the health and safety of persons or property; or (f) impose liability with respect to any of the foregoing, including without limitation, the California Environmental

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

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

"Improvements" shall be defined as any modification, alteration, addition, or removal of any material, and any other action which serves to change the condition of the Lease Premises from the natural state whether situated above, on, or under the Lease Premises.

Improvements include, but are not limited to buildings, structures, facilities, decks, docks, wharves, piers, walks, curbs, bridges, buoys, landscaping, roadways, shoreline protective structures of all types, foundations, pilings or similar support structures whether above or below the water line, fences, utilities, pipelines, and any other construction of any type situated on the Lease Premises.

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

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

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

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

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

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

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

3. CONSIDERATION

(a) Absolute Triple Net Lease

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

(b) Rent

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

(c) Modification

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

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

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

(d) Penalty and Interest

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

(e) Non-Monetary Consideration

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

(f) Place for Payment of Rent

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

4. BOUNDARIES

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

5. LAND USE

(a) General

(1) Lessee shall use the Lease Premises only for the purpose or purposes stated in this Lease and only for the operation and maintenance of the Improvements expressly authorized in this Lease. Lessee shall commence use of the Lease Premises within ninety (90) days of the beginning date of this Lease or within ninety (90) days of the date set for construction to commence as set forth in this Lease, whichever is later.

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

(b) Continuous Use

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

(c) Repairs and Maintenance

(1) Lessor shall not be required to make any Repairs in, on, or about all or part of the Lease Premises. Lessee shall, at all times during the term of this Lease and without any cost or expense to Lessor, keep and maintain the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition.

(2) Lessee shall make, or cause to be made, any Repairs which may be required by any Regulatory Agency. Lessee shall observe and comply with, any law, statute, ordinance, plan, regulation, resolution, or policy applicable to the Lease Premises in making such Repairs. All work shall be performed with reasonable diligence, completed within a reasonable time, and performed at the sole cost and expense of Lessee.

(3) Lessee expressly accepts the Lease Premises "as is" and expressly acknowledges that:

- (i) Lessor has made no representations or warranties as to the suitability of the Lease Premises for any Improvements. Lessee shall conduct all tests necessary to determine the suitability of the Lease Premises for any proposed use or Improvements authorized; and
- (ii) Lessor has made no representations or warranties as to the quality or value of any Improvements found on the Lease Premises, or of their conformity to any applicable building codes, zoning ordinances, or other regulations. Lessee agrees to inspect any preexisting Improvements at its own cost to determine whether such Improvements are safe and suitable for the Lessee's intended use; and
- (iii) Lessee shall neither be entitled to any reduction in rent, nor any extension of the terms of this Lease because of damage to or destruction of any Improvements on the Lease Premises.
- (iv) Lessee and Lessor agree that any Improvements on the Lease Premises constitute the personal property of Lessee and that fixture law does not apply.

(4) In the event that the Lease Premises is partly, or in whole, comprised of tidal, submerged, or waterfront property, Lessee expressly accepts the hazards involved in using or improving such lands. Lessor is not responsible for, and Lessee shall not be reimbursed for nor receive any offset of rent for, any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards.

(d) Additions, Alterations, and Removal

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

(e) Enjoyment

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

(f) Discrimination

Lessee, in its use of the Lease Premises, shall not discriminate against any person or

Form51.16 (Rev. 10/14)

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

(g) Residential Use

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

(h) Commercial Use

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

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

(a) Reservations

(1) Lessor expressly reserves all natural resources in or on the Lease Premises, including but not limited to timber, minerals, and geothermal resources as defined under Public Resources Code sections 6401, 6407, and 6903, respectively; the right to grant and transfer the same; as well as the right to grant leases in and over the Lease Premises which may be necessary or convenient for the extraction of such natural resources. Such leasing shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(2) Lessor expressly reserves a right to go on the Lease Premises and all Improvements for any purposes associated with this Lease or for carrying out any function required by law, or the rules, regulations, or management policies of the State Lands Commission. Lessor shall have a right of reasonable access to the Lease Premises across Lessee owned or occupied lands adjacent to the Lease Premises for any purpose associated with this Lease.

(3) Lessor expressly reserves to the public an easement for convenient access across the Lease Premises to other State-owned lands located near or adjacent to the Lease Premises and a right of reasonable passage across and along any right-of-way granted by this Lease; however, such easement or right-of-way shall be neither inconsistent nor incompatible with the rights or privileges of Lessee under this Lease.

(4) Lessor expressly reserves the right to lease, convey, or encumber the Lease

Form51.16 (Rev. 10/14)

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

(b) Encumbrances

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

7. RULES, REGULATIONS, AND TAXES

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

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

(c) Taxes

(1) In addition to the rent due under this Lease, Lessee accepts responsibility for and shall pay any and all real and personal property taxes, including possessory interest taxes, assessments, special assessments, user fees, service charges, and other charges of any description levied, imposed on, assessed, or associated with the leasehold interest, Improvements on the Lease Premises, any business or activity occurring on the Lease Premises, the Lease Premises itself, or any portion thereof, levied by any governmental agency or entity. Such payment shall not reduce rent due Lessor under this Lease and Lessor shall have no liability for such payment.

(2) In the event that this Lease commences, terminates or expires during a tax year, Lessee shall pay the taxes for the period of such year during which this Lease was in effect.

(3) Any and all taxes and assessments and installments of taxes and assessments required to be paid by Lessee under this Lease shall be paid when due and the official

Form 51.16 (Rev. 10/14)

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

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

8. INDEMNITY

(a) Lessee's use of the Lease Premises and any Improvements thereon is at Lessee's sole and exclusive risk.

(b) In addition to any other obligation to indemnify Lessor as otherwise provided in this Lease, except to the extent caused by the sole negligence and/or willful misconduct of the Lessor, Lessee shall indemnify, hold harmless, and, at the option of Lessor, defend Lessor, its officers, agents, and employees from any and all Damages resulting from Lessee's occupation and use of the Lease Premises. Lessee shall reimburse Lessor in full for all reasonable costs and attorneys' fees, specifically including, without limitation, any Damages arising by reason of: (1) The issuance, enjoyment, interpretation, Breach, or Default of this Lease; (2) The challenge to or defense of any environmental review upon which the issuance of this Lease is based; (3) The death or injury of any person, or damage to or destruction of any property from any cause whatever in any way connected with the Lease Premises, or with any of the Improvements or personal property on the Lease Premises; (4) The condition of the Lease Premises, or Improvements on the Lease Premises; (5) An act or omission on the Lease Premises by Lessee or any person in, on, or about the Lease Premises; (6) Any work performed on the Lease Premises or material furnished to the Lease Premises; (7) Lessee's failure to comply with any material legal or other requirement validly imposed on Lessee or the Lease Premises by a Regulatory Agency.

(c) The reimbursement provisions of this Paragraph 8 shall not apply to any claims, litigation, or other actions which may be brought by either Lessee or Lessor against each other.

(d) Nothing in this paragraph shall be construed as requiring that Lessor defend itself against all or any aspect of any challenge to this Lease or any associated environmental review. However, Lessee may take whatever legal action is available to it to defend this Lease or any associated environmental review against any challenge by a third party, whether or not Lessor chooses to raise a defense against such a challenge.

(e) Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

9. **INSURANCE**

(a) Lessee shall obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance, with such coverage and limits as may be reasonably requested by Lessor from time to time, but in no event for less than the sum(s) specified against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements.

(b) The insurance policy shall identify the Lease by its assigned number. The specific Improvements shall also be generally identified, as well as their location on state owned property. The coverage provided shall be primary and non-contributing. Lessee shall keep such policy current. Lessor shall be named as a "certificate holder" and/or an "additional interest" on the policy. Lessee shall provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee shall provide a full copy of the current insurance policy, along with any and all endorsements or other such documents affecting the coverage. Lessor will not be responsible for any premiums or other assessments on the policy.

(c) The insurance coverage specified in this Lease shall be in effect at all times during the Lease term and subsequently until Lessor has either accepted all of the Lease Premises as improved or restored by Lessee as provided elsewhere in this Lease. Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason.

10. **SURETY BOND**

(a) When required by Section 1 of this Lease, Lessee shall provide a surety bond or other security device acceptable to Lessor, for the specified amount, and naming the State of California, California State Lands Commission as the assured, to guarantee to Lessor the faithful observance and performance by Lessee of all of the terms, covenants, and conditions of this Lease.

(b) Lessor may require an increase in the amount of the surety bond or other security device to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need for security. The surety bond or other security device may be increased on each fifth anniversary of the beginning date of this Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one (1) of the next four (4) anniversaries following such fifth anniversary without prejudice to its right to effect such modification on the next or any succeeding fifth anniversary. No such modification shall become effective unless Lessee is given at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the bond or security is considered, or thirty (30) days' notice prior to the

effective date of the increase, whichever provides more notice.

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

11. ASSIGNMENT, ENCUMBRANCING OR SUBLETTING

(a) Lessee shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease and shall not sublet the Lease Premises, in whole or in part, or allow any person other than the Lessee's employees, agents, servants and invitees to occupy or use all or any portion of the Lease Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

(1) Notwithstanding the foregoing prohibition against transfer and assignment, the Lease may be transferred by Lessee if the transfer is caused by the death of a spouse and the full interest of the deceased spouse is transferred to a surviving spouse; or the transfer is caused by the dissolution of the marriage of Lessee and the full interest of one of the spouses is transferred to the other spouse. In the event of such a transfer, Lessor shall be notified in writing within 30 days of the transfer.

(2) Notice to Lessor of Successor Trustee(s): In the event this Lease is held in trust, and the Lessee is a trustee thereof, the substitution or succession of a new trustee shall not be an assignment or transfer for the purposes of this Paragraph. Lessee (and by operation of law, any successor trustee) agrees to provide prompt notice to Lessor of any succession or substitution of trustee in accordance with Paragraph 16(c) of General Provisions, no later than sixty (60) days after the named trustee as appears on the face of this Lease becomes unable or ceases to serve as trustee for any reason.

(b) The following shall be deemed to be an assignment or transfer within the meaning of this Lease:

(1) If Lessee is a business entity, any dissolution, merger, consolidation or other reorganization of Lessee, or the sale or other transfer of substantially all the assets of Lessee. If Lessee is a publicly traded entity, transfers of interests in Lessee shall not constitute an assignment requiring the consent of Lessor.

(2) If Lessee is a partnership, a transfer of any interest of a general partner, a withdrawal of any general partner from the partnership, or the dissolution of the partnership.

(c) If this Lease is for sovereign lands appurtenant to adjoining littoral or riparian land, Lessee shall not transfer or assign its ownership interest or use rights in such adjoining lands

Form51.16 (Rev. 10/14)

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

(d) If Lessee desires to assign, sublet, encumber or otherwise transfer all or any portion of the Lease Premises, Lessee shall do all of the following:

(1) Give not less than 90 days' prior written notice to Lessor;

(2) Provide the name, complete business organization, operational structure, and formation documents of the proposed assignee, sublessee, secured third party, or other transferee; and the nature of the use of and interest in the Lease Premises proposed by the assignee, sublessee, secured third party or other transferee.

(3) Provide the terms and conditions of the proposed assignment, sublease, or encumbrance or other transfer;

(4) Provide audited financial statements for the two most recently completed fiscal years of the proposed assignee, sublessee, secured party or other transferee; and provide pro forma financial statements showing the projected income, expense and financial condition resulting from use of the Lease Premises; and

(5) Provide such additional or supplemental information as Lessor may reasonably request concerning the proposed assignee, sublessee, secured party or other transferee.

(6) Lessor will evaluate proposed assignees, sublessees, secured third parties and other transferees and grant approval or disapproval according to standards of commercial reasonableness considering the following factors within the context of the proposed use: the proposed party's financial strength and reliability, their business experience and expertise, their personal and business reputation, their managerial and operational skills, their proposed use and projected rental, as well as other relevant factors.

(e) Lessor shall have a reasonable period of time from the receipt of all documents and other information required under this provision to grant or deny its approval of the proposed party. Lessor may reevaluate the rent, insurance and/or bond provisions of this Lease, and may condition its approval of the proposed assignment, sublease, hypothecation, mortgage, or other transfer on the party's acceptance of the new terms. Lessee's rights stated in this paragraph shall apply regardless of whether the proposed transfer coincides with a regular rent review period as stated in Section 3 Paragraph 3(c) above.

(f) Lessee's mortgage or hypothecation of this Lease, if approved by Lessor, shall be

Form51.16 (Rev. 10/14)

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

(g) Upon the express written assumption of all obligations and duties under this Lease by an assignee approved by Lessor, the Lessee may be released from all liability under this Lease arising after the effective date of assignment and not associated with Lessee's use, possession or occupation of or activities on the Lease Premises; except as to any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance manufactured, generated, used, placed, disposed, stored or transported on the Lease Premises during Lessee's tenancy.

(h) If the Lessee files a petition or an order for relief is entered against Lessee, under Chapters 7, 9, 11 or 13 of the Bankruptcy Code (11 USC Sect. 101, et seq.) then the trustee or debtor-in-possession must elect to assume or reject this Lease within sixty (60) days after filing of the petition or appointment of the trustee, or the Lease shall be deemed to have been rejected, and Lessor shall be entitled to immediate possession of the Lease Premises. No assumption or assignment of this Lease shall be effective unless it is in writing and unless the trustee or debtor-in-possession has cured all Defaults under this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (1) that within ten (10) days from the date of such assumption or assignment, all monetary Defaults under this Lease will be cured; and (2) that within thirty (30) days from the date of such assumption, all non-monetary Defaults under this Lease will be cured; and (3) that all provisions of this Lease will be satisfactorily performed in the future.

(i) In the event of any transfer or assignment, under this Paragraph 11 or by any other means authorized by this Lease, the Lease terms shall be for the remaining years existing on the Lease prior to the transfer or assignment. A transfer or assignment shall not extend the term of this Lease.

12. DEFAULT AND REMEDIES

(a) Default

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

(1) Lessee's failure to make any payment of rent, royalty, or other consideration as required under this Lease; or

(2) Lessee's failure to obtain or maintain liability insurance or a surety bond or other security device as required under this Lease; or

(3) Lessee's abandonment of the Lease Premises (including the covenant for continuous use as provided for in Paragraph 5(b)) during the Lease term; or

(4) Lessee's failure to obtain and maintain all necessary governmental permits or other entitlements; or

(5) The maintenance of the Lease Premises in violation of, or failure to comply with, any applicable provisions of any Regulatory Agency, Environmental Law, or maintenance of the Lease Premises in a condition constituting nuisance; or

(6) Lessee's Failure to commence to construct and to complete construction of the Improvements authorized by this Lease within the time limits specified in this Lease.

(7) Lessee is found to sublet or otherwise surrender daily management and control of the Lease Premises to a third party without the knowledge, expressed written consent or authorization of the Lessor.

(b) Lessee's failure to observe or perform any other term, covenant, or condition of this Lease when such failure shall continue for a period of thirty (30) days after Lessor's giving written notice shall constitute a Default of this lease. However, if the nature of Lessee's Default under this paragraph is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in Default if Lessee commences such cure within such thirty (30) day period and diligently proceeds with such cure to completion.

(c) Should Lessee Breach any term, covenant, or condition of this Lease under Paragraph 12(b) above three (3) times in any three hundred and sixty-five (365) day period, the third Breach will be a Default under this Lease and Lessor will be entitled to immediately terminate this Lease, and take other appropriate action. Lessor will provide written notice of each Breach as provided above, and provide written notice that future Breaches will constitute immediate Default with no cure period.

(d) Remedies

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

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

(2) Terminate this Lease and Lessee's right of possession of the Lease Premises by any lawful means. The termination shall not relieve Lessee of any obligation, monetary or otherwise, which has accrued prior to the date of termination. Such termination shall be effective upon Lessor's giving written notice and upon Lessee's receipt of such notice. Lessee shall immediately surrender possession of the Lease Premises to Lessor. Lessor shall be entitled to recover from Lessee all amounts to which Lessor is entitled pursuant to Section 1951.2 of the California Civil Code, or any other provision of law, including any necessary Repair, renovation, alteration, remediation, or removal of Improvements; or

(3) Maintain this Lease in full force and effect and recover any rent, royalty, or other consideration as it becomes due without terminating Lessee's right of possession regardless of whether Lessee shall have abandoned the Lease Premises, subject to the conditions imposed by Cal. Civil Code § 1951.2; or

(4) Exercise any other right or remedy which Lessor may have at law or equity.

(e) Determination of Rental Value

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

(f) Waiver of Rights

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

13. RESTORATION OF LEASE PREMISES AND ENVIRONMENTAL MATTERS

(a) Restoration of Lease Premises

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

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

(2) As a separate and related obligation, Lessee shall restore the Lease Premises as nearly as possible to the conditions existing prior to the installation or construction of any Improvements. For purposes of this Lease, restoration includes removal of any landscaping; removal of any Hazardous Materials; and to the extent possible, undoing any grading, fill, excavation, or similar alterations of the natural features of the Lease Premises. Lessor may waive all or any part of this obligation in its sole and absolute discretion.

(3) Unless otherwise provided for in this Lease, Lessee shall submit to Lessor no later than one (1) year prior to the expiration of this Lease either: (a) an application and minimum expense deposit for a new lease for the continued use of the Lease Premises, or (b) a plan for the restoration of the Lease Premises to be completed prior to the expiration of the lease term together with a timeline for obtaining all necessary permits and conducting the work prior to the expiration of this Lease.

(4) In removing any or all Improvements, or conducting any restoration work, Lessee shall be required to obtain any permits or other governmental approvals as may then be required by any Regulatory Agency, including, without limitation, any Environmental Law.

(5) Lessor may, upon written notice, in its sole and absolute discretion, accept title to any or all Improvements at the termination of this Lease. Lessor shall notify Lessee that Lessor intends to take title to any or all Improvements within six (6) months of Lessee submitting a plan for restoration under Paragraph 13(a)(3)(b) above. If Lessor elects to take title to any such Improvements, Lessee shall deliver to Lessor such documentation as may be necessary to convey title to such Improvements to Lessor free and clear of any liens, mortgages, loans, or any other encumbrances. Lessor shall not pay, and Lessee shall not be entitled to compensation for Lessor's taking title to such property.

(b) Environmental Matters

(1) Lessee's Obligations:

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

Form51.16 (Rev. 10/14)

specifically authorized under other terms of this Lease.

(ii) Lessee shall practice conservation of water, energy, and other natural resources.

(iii) Lessee shall notify Lessor and the appropriate governmental emergency response agency, or agencies immediately in the event of any release or threatened release of any Hazardous Material.

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

(3) Environmental Indemnity.

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

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

14. QUITCLAIM

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

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

15. HOLDING-OVER

(a) This Lease shall terminate without further notice upon the expiration of the term of this Lease. Lessee shall have removed any Improvements and completed any restoration as required by Lessor prior to the expiration of this Lease, and shall surrender possession of the Lease Premises. Any failure by the Lessee to remove Improvements, restore the Lease Premises, and/or surrender possession of the Lease Premises at the expiration or sooner termination of this Lease shall not constitute a renewal or extension and shall not give Lessee any rights in or to the Lease Premises or any part thereof except as expressly provided in this Lease. Lessee shall be deemed in unlawful detainer of the Lease Premises and Lessor shall be entitled to all resulting legal remedies.

(b) Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises instead of immediately taking legal action to recover possession of the Lease Premises. Any tenancy created by operation of law on Lessor's acceptance of rent shall be deemed a month-to-month tenancy regardless of what sum or sums Lessee delivers to Lessor. Except as set forth below, any subsequent tenancy created in this manner shall be on the same terms, covenants, and conditions set forth in this Lease insofar as such terms, covenants, and conditions can be applicable to a month-to-month tenancy

(c) In recognition of the increased accounting, land management, and supervisory staff time required for month-to-month tenancies, the rent for each month or any portion thereof during such holdover period may be an amount equal to one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. In the event this Lease does not require monetary compensation, Lessor shall have the right to establish rent based on the fair market value of the Lease Premises. The month-to-month tenancy may be terminated by Lessee or Lessor upon thirty (30) calendar days' prior written notice to the other.

16. ADDITIONAL PROVISIONS

(a) Waiver

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

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

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

(b) Time

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

(c) Notice

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

(d) Consent

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

(e) Changes

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

(f) Successors

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

(g) Joint and Several Obligation

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

(h) Captions

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

(i) **Severability**

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

(j) **Representations**

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

(k) **Gender and Plurality**

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

(l) **Survival of Certain Covenants**

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

(m) **Counterparts**

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

(n) **Delegation of Authority**

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

LEASE 7625

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

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

LESSEE:

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

LESSOR:

**STATE OF CALIFORNIA
STATE LANDS COMMISSION**

By: _____

GREG FOLSOM

By: _____

ROBERT BRIAN BUGSCH

Title: City Manager/Executive Director

Title: Chief, Land Management Division

Date: _____

Date: _____

ATTACH ACKNOWLEDGMENT

Execution of this document was authorized
by the California State Lands Commission
on _____.

EXHIBIT A

LEASE 7625

LAND DESCRIPTION

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

PARCEL 1 – West Side of Channel Site

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

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

PARCEL 2– City Hall Site

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

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

PARCEL 3– Guest Dock

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

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

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

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

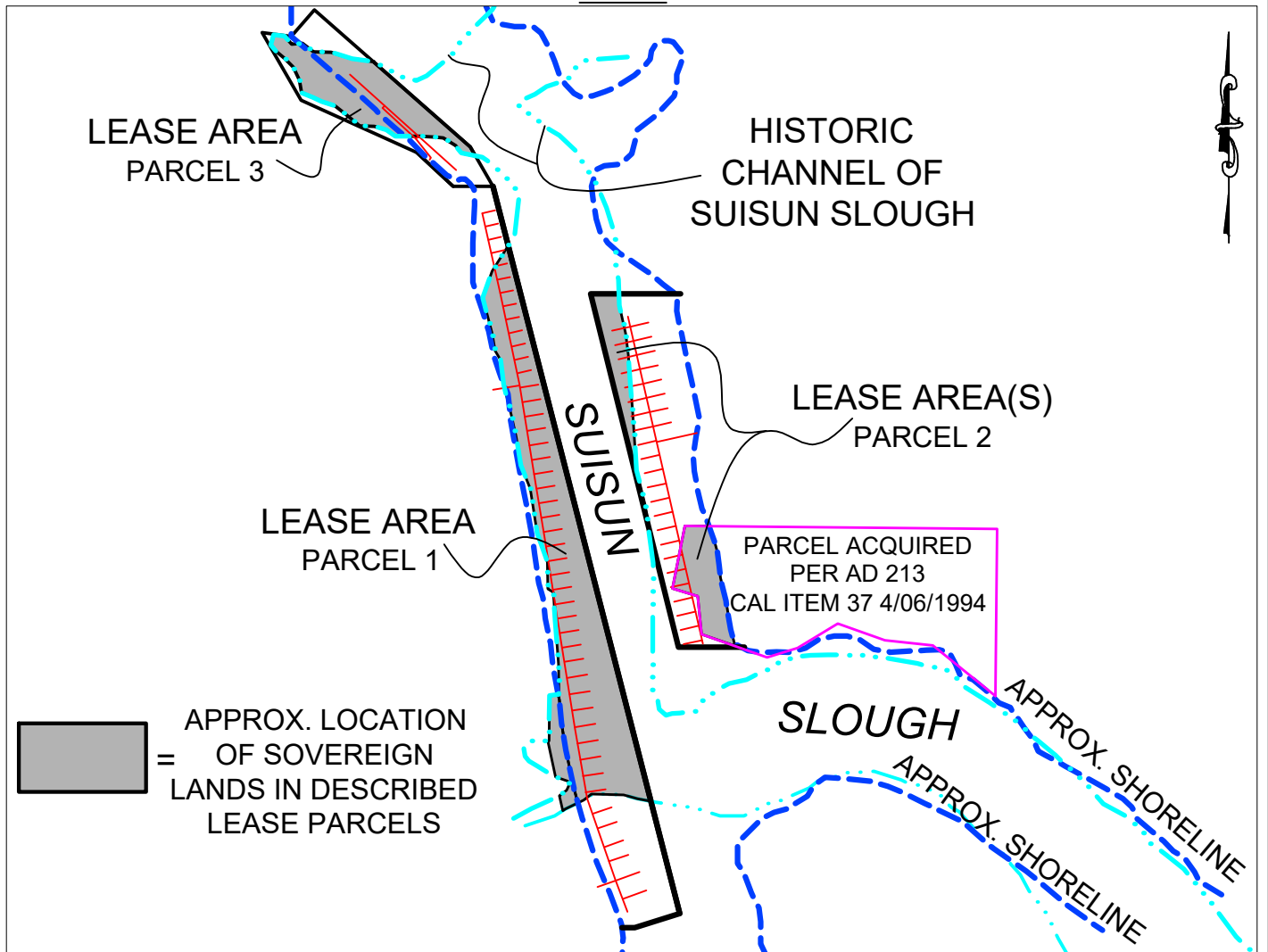
END OF DESCRIPTION

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



NO SCALE

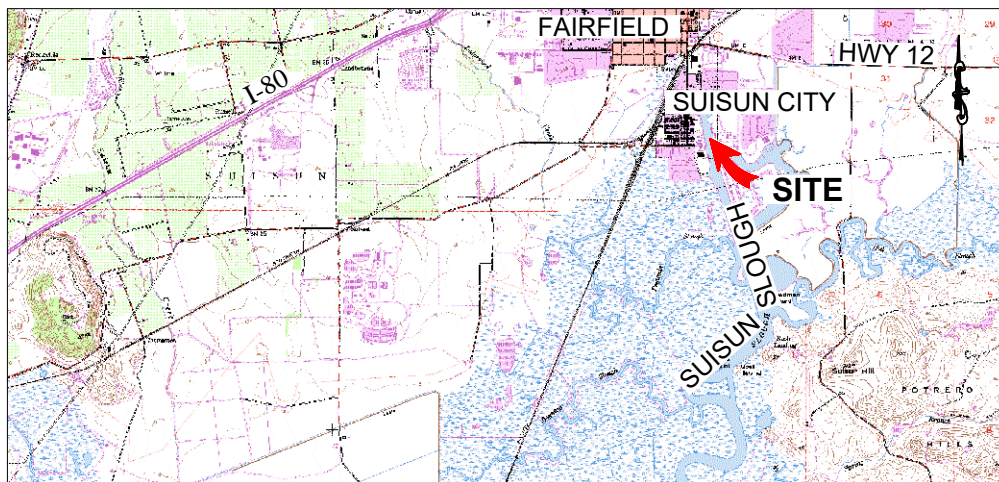
SITE



800 Kellogg Street, Suisun City

NO SCALE

LOCATION



MAP SOURCE: USGS QUAD

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

Exhibit B

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



MJF 12/06/2022

EXHIBIT C

BEST MANAGEMENT PRACTICES FOR MARINA OWNERS / OPERATORS

Petroleum Management

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

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

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

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

Hazardous Wastes

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

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

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

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

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

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

Emergencies

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

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

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

Underwater Boat Hull Cleaning

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

Boat Sewage Discharge

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

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

Make the pumpout station user friendly.

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

Provide educational information about the pumpout station to boaters.

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

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

Solid Waste

Keep litter picked up.

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

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

Keep trash enclosures clean and free of debris.

Keep cleanup equipment and materials available.

Inspect trash storage areas regularly.

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

Liquid Waste

Train marina employees in oil spill response procedures.

Keep adequate spill response equipment and materials in strategic locations.

Storm Water Runoff

Maintain a Storm Water Pollution Prevention Plan.

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

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

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

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

Reduce or eliminate landscaping and irrigation runoff into the waterway.

EXHIBIT D

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

Bilge Water Management

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

Petroleum Containment

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

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

Hazardous Materials

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

Vessel Sewage

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

Vessel Cleaning and Maintenance

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

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

Sanding and Painting

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

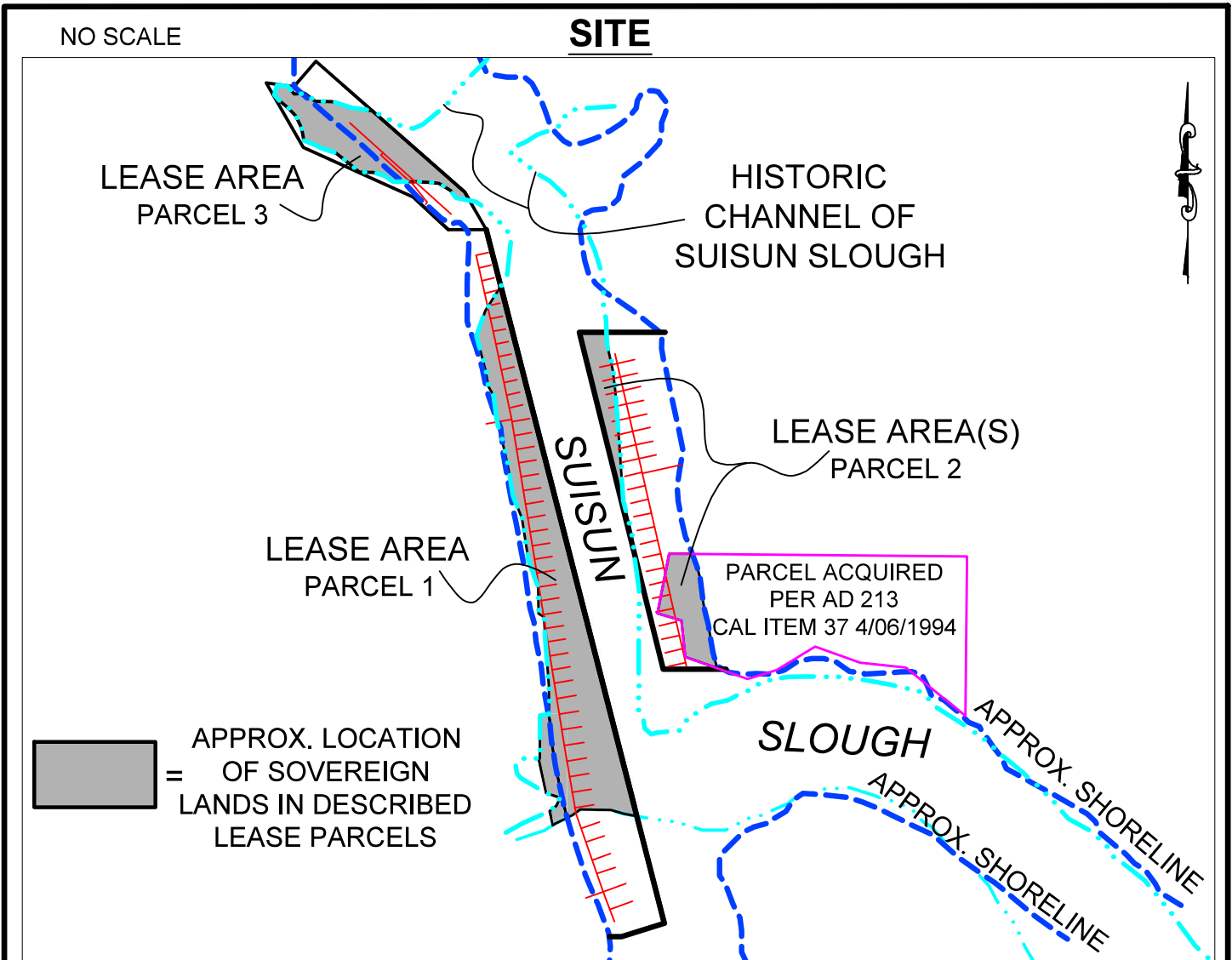
- Buy paints, varnishes, solvents, and thinners in sizes appropriate for the proposed work to avoid having to dispose of stale products.
- When possible, use water-based paints and solvents.
- Switch to longer lasting, harder, or non-toxic antifouling paint at your next haul out.
- Paints, solvents,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

Boat Hull Cleaning and Maintenance

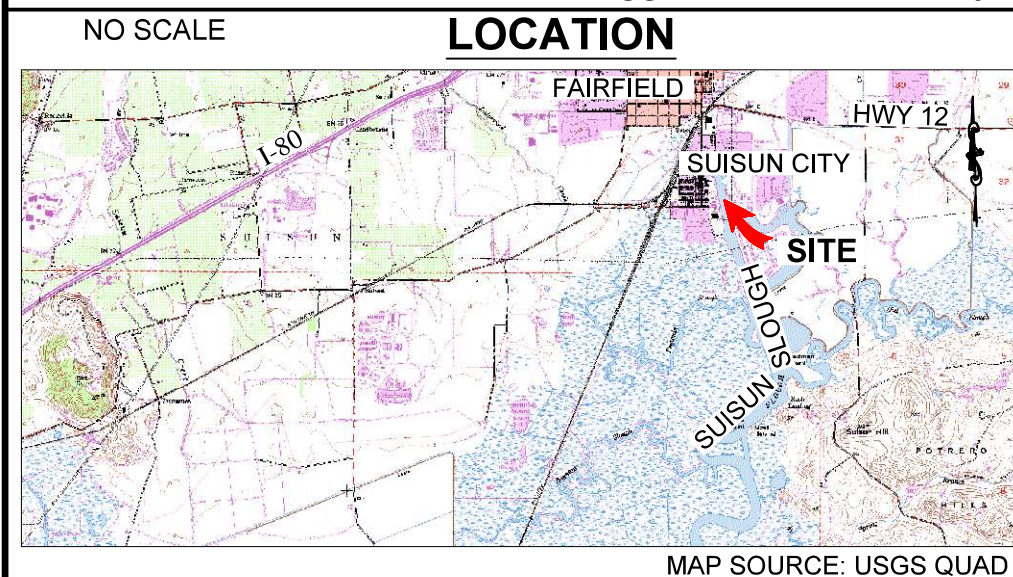
- Ensure hull paint is properly applied and maintained to protect the hull from fouling organisms and thus improve your boat's performance.
- Wait 90 days after applying new bottom paint before underwater cleaning.
- Schedule regular hull cleaning and maintenance to reduce the build up of hard marine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

Solid Waste

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



800 Kellogg Street, Suisun City



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

Exhibit B

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



MJF 12/06/2022

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AGENDA TRANSMITTAL

MEETING DATE: June 6, 2023

CITY AGENDA ITEM: Fiscal Year 2023-24 Annual Presentation of Conceptual Budget Strategy.

FISCAL IMPACT: There would be no fiscal impact at this time.

STRATEGIC PLAN: Provide Good Governance, Section 4.1 – Review and update required planning and financial documents as needed. Ensure Fiscal Solvency, Section 5.9 – Commit to a balanced budget and prepare for recession.

BACKGROUND: The FY 2023-24 Annual Budget will be presented to the City Council at the Budget Hearing on June 20, 2023. As a prelude to finalizing the full budget document, this item provides a summary and overview of options for the FY 2023-24 Annual Budget with an emphasis on the General Fund, Measure S, Revenue Loss (Fund 069) and American Rescue Plan Act (ARPA) Fund. Other funds are not reviewed in depth as most of the other funds have little discretion to the use of the money except for within the allowed uses of the funding source. This agenda item provides the Council with an opportunity to provide feedback about the proposed budget options prior to preparing the document itself in advance of the public hearing.

STAFF REPORT:

Purpose

The purpose of the workshop is to introduce the preliminary budget and receive input from Council and the public regarding proposed spending for the next fiscal year. The information is currently at a high level and direction from Council will create a proposed budget for review and adoption at the City Council meeting on June 20th. This provides the Council with an opportunity to provide feedback about the proposed budget in advance of the public hearing.

Budget Process

The budget process refers to the series of steps and activities undertaken to plan, develop, and implement our financial plans for a specific fiscal year. The budget process is how the city allocates resources, sets priorities, and makes financial decisions to deliver public services and meet the needs of the community. Suisun City's fiscal year runs from July 1st through June 30th and a city cannot spend public funds without the legal authorization to do so, which an approved budget provides. Here is a general overview of our budget process:

1. **Budget Preparation:** The budget preparation phase begins several months before the start of the fiscal year. It involves gathering information, assessing the financial situation, and estimating revenue and expenditure projections. The Finance Department leads this process and works closely with each of the departments to identify their needs for the coming fiscal year.
2. **Revenue Forecasting:** The Finance Department estimates the amount of revenue we expect to receive during the upcoming fiscal year. This includes revenue from various sources such as taxes (property, sales, income), fees, grants, and intergovernmental transfers. Revenue forecasting

requires analyzing historical data, economic indicators, and any changes in tax rates or regulations. We work closely with our sales tax consultants and our property tax consultants in generating this forecast.

3. **Expenditure Planning:** The Finance Department identifies our anticipated expenses for the fiscal year based on the priorities and needs of the community and policy directions from Council. This involves reviewing existing programs and services, projecting costs for salaries, benefits, and operations, and considering any new initiatives or capital projects. Departments provide input on their funding requirements and justify their budget requests. Labor negotiations can have a significant impact on expenditure planning.
4. **Draft Budget Proposal:** Once the revenue forecasts and expenditure plans are completed, the Finance Department compiles all the information into a comprehensive draft budget proposal. The proposal outlines the financial resources available, proposed allocations for various departments and programs, and any proposed changes in tax rates or fees. The draft budget proposal is presented to the City Council for review during a workshop where various options for proposed projects, programs, purchases, or other significant impacts to the budget are discussed in order to get direction from Council for a final budget proposal. Generally, only discretionary funds and the Capital Improvement Program (CIP) are discussed because they are the only funds that Council has true discretion in how to allocate the money. Restricted funds can only be spent for the purpose for which they were received. When there are a lot of discretionary fund expenditures to discuss, there may be many budget workshops. If there are not, one workshop is usually sufficient unless there is not a consensus on direction for a final budget.
5. **Final Proposed Budget Review:** The City Council reviews the proposed budget, makes any necessary adjustments or revisions based on public input and policy priorities, and approves the final budget prior to July 1st.
6. **Budget Adoption:** Once the final budget is approved, it is formally adopted by the City Council through a vote. The adopted budget becomes the legal document that authorizes the city's spending for the fiscal year. It provides the framework for financial operations, including revenue collection, expenditure limits, and reporting requirements.
7. **Budget Implementation:** With the budget adopted, the city can begin implementing its financial plan for the fiscal year. This involves allocating funds to departments, monitoring expenditures, and ensuring compliance with the approved budget.
8. **Budget Monitoring and Evaluation:** Throughout the fiscal year, each department, the Finance Director, and the City Manager monitors its budget to assess financial performance, identify any budgetary issues or shortfalls, and take corrective actions if needed.
9. **Budget Amendments:** In some cases, changes or unforeseen circumstances may require adjustments to the budget during the fiscal year. These amendments are reviewed and approved by the City Council through a similar process as the initial budget adoption. We do this at our mid-year budget review or as needed during the fiscal year.

Budget Challenges

Suisun City has a significant challenge generating sufficient revenues to maintain city operations in the General Fund. General fund Expenditures will exceed general fund Revenues in the next fiscal year. The budget will be balanced by utilizing Measure S revenues, new and existing cannabis revenues, new development, and from the Stabilization (Reserve) Fund. The American Rescue Plan Act (ARPA) that was funding multiple personnel positions, premium pay, and a few major projects such as the Enterprise Resources Planning (ERP) software system is no longer available to balance the General Fund because those one-time funds are almost committed entirely. Measure S is going to expire in 3-4 years. The lack of revenues is why service levels, staffing levels, and salaries are below average compared to surrounding cities. As proposed, the draft budget does not include any funding for the future dredging

project and the General Fund expenditures exceed its revenues by approximately two million dollars. The City must use the Stabilization (Reserve) Fund to cover the shortfall of \$2,053,394. By doing so, the City will no longer be in compliance with the City Council adopted policy of keeping 20% of the operating budget as a reserve or emergency funding.

The Proposed Budget for FY 2023-24 is mostly status quo other than some significant personnel related changes. Personnel expenses are expected to be up significantly due to labor negotiations, salary adjustments and reclassifications, and increases in CalPERS and related incentives costs.

During May, 2023, the City Council has approved the temporary premium pay to be converted to regular pay for all city employees. Public safety personnel received \$6 per hour, Dispatch personnel received \$4 per hour, and Miscellaneous personnel received \$2 per hour as premium pay. Originally, the premium pay expense of \$700,000 per year was funded through the American Rescue Plan Act (ARPA) fund and it was not eligible for retirement benefits. Now, that the premium pay has become part of the regular pay, it will be retirement eligible and the CalPERS cost has increased by approximately \$250,000. In addition, the incentive costs have increased by approximately \$20,000. Moving into the next fiscal year, this change will impact the General Fund significantly.

The City's Memorandums of Understanding (MOU) with all labor groups will expire on June 30, 2023. The City has been in the negotiations process to renew these MOU agreements. Due to the significant salary differences in comparison with surrounding cities, the City is facing significant challenges in hiring and retaining personnel in the Police Department. Since, the City salary range is significantly below market, it is difficult to attract new hires. Lack of appropriate staffing is impacting City services and operations. To correct these challenges, the City Council is considering some significant changes, including salary adjustments to bring positions to 90% of the median rate, and reclassification of some positions that will impact the City's budget by approximately \$1.2 million per year.

Personnel Changes: New Positions or Reclassification of Positions

Positions

Following are the personnel changes:

1. Development Services Director (ARPA to Regular):
During FY 2021, the City recruited its Development Services Director position with the limited term of two years. This position was being funded through the ARPA funds. Conversion of this position is critical to the City's operations and development. This position will impact the General Fund.
2. Administrative Assistant II (ARPA to Regular):
During FY 2021, the City recruited its Administrative Assistant II position with the limited term of two years. This position was being funded through the ARPA funds. Conversion of this position is critical to the City's operations and services. This position will impact the General Fund.
3. Associate Engineer (New):
This is a new position that is included in the Proposed Budget. This position is being funded through the Sewer Rehab Reserve Fund (Fund 188). Due to the significant workload and urgency of this project, this position is critical for the Public Works department. This position will not impact the General Fund.
4. Recreation Supervisor (New):
The City has received a Police Activities League grant for a significant project. Due to the increased responsibilities and duties, the Recreation, Parks, and Marina (RPM) department will

require additional recreation supervisor position. This position will be funded through the Police Activities League grant (Fund 189). It does not have any fiscal impact on the General Fund.

5. Account Clerk III (Reclassification):

Due to the implementation of the new Enterprise Resources Planning (ERP) system, the workload and complexity of this position has increased significantly. This position has been performing job functions that are considered Account Clerk III level. This position is reimbursed by SSWA and has no fiscal impact on the General Fund.

6. Administrative Assistant (Part-time to Full-time)

The RPM department is facing challenges with staffing and struggling to get to pre -COVID level with its various programs. The additional workload and lack of staffing makes this position work extra hours. Converting this position from part-time to full-time level will benefit the departmental operations tremendously.

General Fund and Measure S Fund Fiscal Analysis

The General Fund is the primary fund that is used by the City. Main sources of revenues in the General Fund are property taxes, sales taxes, transient occupancy taxes, cannabis taxes, and charges for services. The Proposed Budget has \$22,422,758 in total resources (including transfer ins and beginning balance) and \$24,476,152 in total expenditures (including transfer outs) resulting in a General Fund shortfall or ending balance of \$(2,053,394). To balance the budget, staff must transfer \$2,053,394 from the Stabilization (Reserve) Fund (Fund 015).

Measure S is a 1% general transactions and use tax levied on gross receipts within the city of Suisun City, online, and on vehicles purchased anywhere in the state. Measure S was approved by the voters of Suisun City in 2016 and has a 10-year term. The Measure S Oversight Committee has the responsibility to review financial reports to ensure compliance with the legal use of the revenues. The Proposed Budget has \$3,710,756 in total revenues and \$3,671,981 in total expenditures. The Measure S Fund is transferring out 2,082,965 to the General Fund and \$327,443 to Dispatch Support Services fund to cover 16 public safety positions totaling about \$2,410,408. It is also funding \$616,000 for Street Improvements, \$ 215,000 for the SR12 Clean CA Grant match, and \$225,000 for software agreement payments for the RIMS software used by the Police Department.

The following positions are funded through Measure S:

- Police Officer (4) positions
- Public Safety Dispatcher (3) positions
- Code Enforcement Officer position
- Fire Marshal position
- Fire Division Chief position
- Fire Captain (3) positions
- Fire Engineer (3) positions
- Computer Technician position

Revenue Loss Recovery Fund and American Rescue Plan Act (ARPA) Fund Resources

The City received a total of \$7.1 million during FY 2021-22 and FY 2022-23 from ARPA. ARPA funded a few positions and many capital improvement projects. The proposed budget includes a fund balance of \$3,095,391 for the ARPA fund and \$1,121,436 fund balance for the Revenue Loss Recovery Fund.

The following projects are included in the FY 2023-24 Proposed Budget:

American Rescue Plan Act Fund:

- ERP Project \$300K
- ERP Project Management \$100K
- Council Chamber Communication System \$50K
- Fire Station Bathroom Remodeling \$350K
- Hwy 12 Storm Drainpipe Line \$376K
- Kellogg Pump Station Channel \$200K
- Harbor Theater Improvements \$200K
- Community Garden Project \$320K

Revenue Loss Recovery Fund:

- Roads and Streets \$593K
- Fire Station Bathroom Remodeling \$300K
- Bullet proof windows for PD \$45K

Discussion Options:

The staff would recommend the City Council to discuss below listed items to provide direction.

- Roads and Streets (Measure S/ARPA) \$1.2M
- Fire Station Bathroom Remodeling (ARPA/Revenue Loss Recovery) \$650K
- Harbor Theater (ARPA) \$200K

These projects are included in the Proposed Budget but the projects have not initiated yet. Considering that the General Fund is utilizing \$2,051,970 from the Stabilization (Reserve) Fund to balance the budget, Council could consider not moving forward with these projects and not dip into reserves.

STAFF RECOMMENDATION: It is recommended that the City Council receive staff's presentation and provide feedback about the proposed FY 2023-24 budget strategy.

DOCUMENTS ATTACHED:

1. PowerPoint Slides
2. FY 2023-24 Proposed Budget Summary

PREPARED BY:

Lakhwinder Deol, Finance Director

REVIEWED BY:

Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

[1 FY 2023-24 Proposed Budget PowerPoint.pdf](#)

[2 FY 2023-24 Proposed Budget Summary.pdf](#)

FY 2023-24 Draft Budget

City Council Meeting
June 6, 2023

1

Topics

- Budget Process
- Budget Summary
- Significant Changes
- Personnel Changes
- General Fund Overview
- Measure S Overview
- ARPA Fund 167 (Eligible Categories) Overview
- ARPA Fund 069 (Revenue Loss) Overview
- Options
- Comments/Questions

2

The Budget Process - Intro

- The budget process is how the city allocates resources, sets priorities, and makes financial decisions to deliver public services and meet the needs of the community.
- Suisun City's fiscal year runs from July 1st through June 30th
- We cannot spend public funds without the legal authorization to do so, which an approved budget provides.

3

The Budget Process – Budget Preparation

- The budget preparation phase begins several months before the start of the fiscal year.
- It involves gathering information, assessing the financial situation, and estimating revenue and expenditure projections.
- The Finance Department leads this process and works closely with each of the departments to identify their needs for the coming fiscal year.

4

The Budget Process – Revenue Forecasting

- The Finance Department estimates the amount of revenue we expect to receive during the upcoming fiscal year.
- This includes revenue from various sources such as taxes (property, sales, income), fees, grants, and intergovernmental transfers.
- Revenue forecasting requires analyzing historical data, economic indicators, and any changes in tax rates or regulations.
- We work closely with our sales tax consultants and our property tax consultants in generating this forecast.

5

The Budget Process – Expenditure Planning

- The Finance Department identifies anticipated expenses for the fiscal year based on the priorities and needs of the community and policy directions from Council.
- This involves reviewing existing programs and services, projecting costs for salaries, benefits, and operations, and considering any new initiatives or capital projects.
- Departments provide input on their funding requirements and justify their budget requests.
- Labor negotiations can have a significant impact on expenditure planning.

6

The Budget Process – Draft Budget Proposal

- Once the revenue forecasts and expenditure plans are completed, the Finance Department compiles all the information into a comprehensive draft budget proposal.
- The proposal outlines the financial resources available, proposed allocations for various departments and programs, and any proposed changes in tax rates or fees.
- The draft budget proposal is presented to the City Council for review during a workshop where various options for proposed projects, programs, purchases, or other significant impacts to the budget are discussed in order to get direction from Council for a final budget proposal.
- Generally, only discretionary funds and the Capital Improvement Program (CIP) are discussed because they are the only funds that Council has true discretion in how to allocate the money.
- Restricted funds can only be spent for the purpose for which they were received.
- When there are a lot of discretionary fund expenditures to discuss, there may be many budget workshops. If there are not, one workshop is usually sufficient unless there is not a consensus on direction for a final budget.

7

The Budget Process – Final Budget Review

- The City Council reviews the proposed budget, makes any necessary adjustments or revisions based on public input and policy priorities, and approves the final budget prior to July 1st.

8

The Budget Process – Budget Adoption

- Once the final budget is approved, it is formally adopted by the governing body through a vote.
- The adopted budget becomes the legal document that authorizes the city's spending for the fiscal year.
- It provides the framework for financial operations, including revenue collection, expenditure limits, and reporting requirements.

9

The Budget Process – Budget Implementation

- With the budget adopted, the city can begin implementing its financial plan for the fiscal year.
- This involves allocating funds to departments, monitoring expenditures, and ensuring compliance with the approved budget.

10

The Budget Process – Budget Monitoring

- Throughout the fiscal year, each department, the Finance Director, and the City Manager monitors the budget to assess financial performance, identify any budgetary issues or shortfalls, and take corrective actions if needed.

11

The Budget Process – Budget Amendments

- In some cases, changes or unforeseen circumstances may require adjustments to the budget during the fiscal year.
- These amendments are reviewed and approved by the City Council through a similar process as the initial budget adoption.
- We do this at our mid-year budget review and as needed during the fiscal year.

12

The Budget Process – Types of Funds

- Discretionary Funds: Funds that can be used for any legal purpose.
 - General Fund
 - Measure S
- Restricted Funds: Funds that are for a designated purpose specified by the fund's restrictions.
 - Housing Authority
 - SB 1 (Gas Tax) funds
 - ROPS funds
 - Development Impact Fees
 - And many, many more...

13

Budget Summary

- General Fund = \$24.5M
- Measure S = \$3.6M
- All other Funds = \$47.1M
- ISF Budget = \$9.8M
- Total Op Budget = \$85M



14



Budget Summary - Revenues

- Sales tax revenues, including Measure S, are expected to be flat in FY 23/24
- Property tax revenues are expected to have mild growth (3%)
- Other revenues (including Cannabis) are expected to be \$1.2 M
- There are \$4,216,827 in ARPA funds remaining (mostly committed) to be rolled over, but no new ARPA funds are expected

15



Budget Summary - Expenditures

- Expenditures are mostly status quo other than personnel.
- Personnel expenses are expected to be up significantly due to:
 - Labor negotiations
 - Additional staffing
 - Increase in PERS

16

Significant Changes

Premium Pay conversion

- Public Safety \$6/hr.
- Dispatch \$4/hr.
- Misc. \$2/hr.
- Total Cost \$1 million (including benefits and incentives)

MOU Negotiations: Salary Adjustments & Reclassifications

- Salary adjustments to 90% of the market median
- Job reclassifications
- Total Cost \$1.2 million (including benefits and incentives)

17

Personnel Changes

Development
Services Director
(ARPA to Reg.)

Administrative
Assistant II
(ARPA to Reg.)

Associate Engineer
(Fund 188 – Not GF)

Recreation
Supervisor
(Fund 189 – Not GF)

Account Clerk III
(ACII to ACIII)
Pending Reclass study

Administrative
Assistant
(PT to FT)

18

General Fund Overview

- Total Resources \$22,422,758
(Includes Beginning Balance of \$1,582,738)
- Total Expenditures \$24,474,728
- Surplus/**Deficit** **\$(2,051,970)**
- Reserves (currently) \$5,157,644

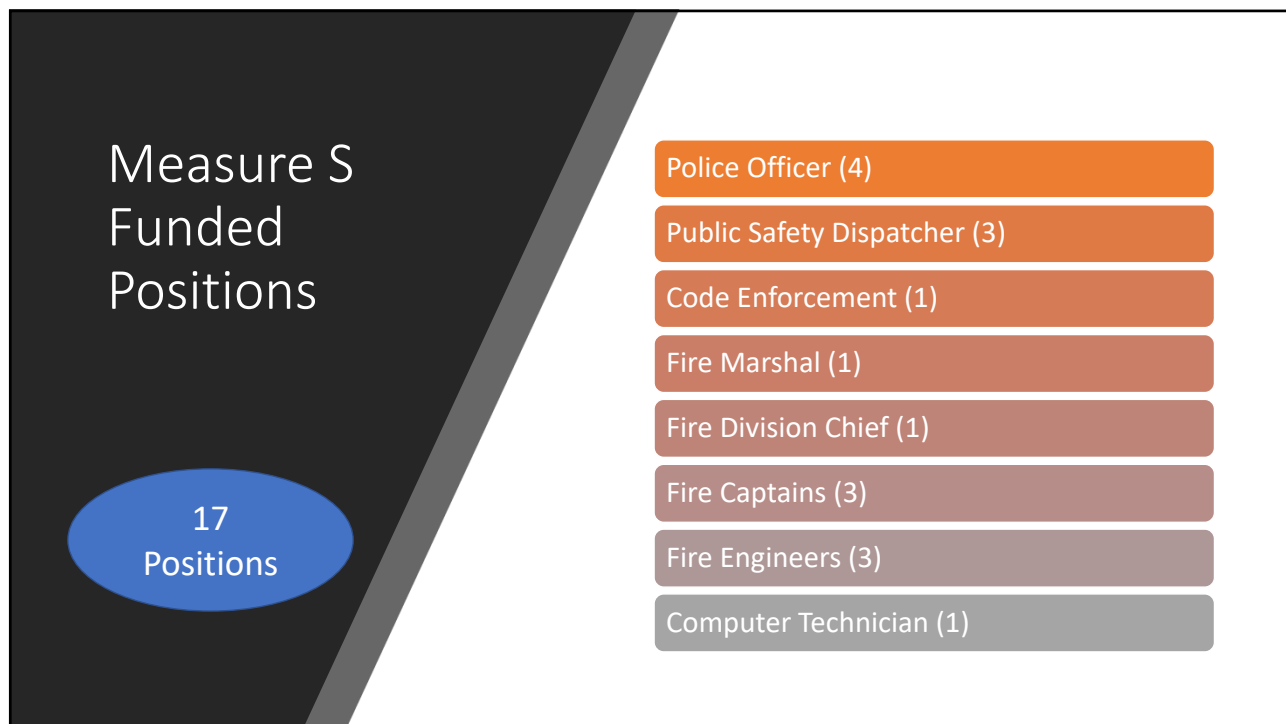
➤ Deficit will be covered out of reserves but will put reserves below 20% policy

19

Measure S Overview

- Total Resources \$3,710,756
- Total Expenditures \$3,671,981
- Surplus \$38,775

20



21

Measure S	
CIP Projects	
• Street Repairs	\$616,000
• Clean CA Grant (Hwy 12 Beautification)	\$225,000
• Sidewalk / ADA Repair	\$10,000
Special Projects	
• Public Safety Communication System	\$225,000
• Business Management software	\$70,000

22

American Rescue Plan Act (ARPA) – Fund 167

Significant Projects include:

- | | |
|--|--------|
| • ERP Project | \$300K |
| • ERP Project Management | \$100K |
| • Council Chamber Communication System | \$50K |
| • Fire Station Bathroom Remodeling | \$350K |
| • Hwy 12 Storm Drainpipe Line | \$376K |
| • Kellogg Pump Station Channel | \$200K |
| • Harbor Theater Improvements | \$200K |
| • Community Garden Project | \$320K |

Fund Balance
\$3,095,391

23

ARPA Revenue Loss Recovery Fund – Fund 069

• Significant Projects Include:

- | | |
|------------------------------------|--------|
| • Roads and Streets | \$593K |
| • Fire Station Bathroom Remodeling | \$300K |
| • Bullet proof windows for PD | \$45K |

Fund Balance
\$1,121,436

24

Options

- Suspend unspent FY 22/23 major expenditures:
 - ✓ Roads and Streets (Measure S/ARPA) \$1.2M
 - ✓ Fire Station Bathroom Remodeling \$650K
 - ✓ Harbor Theater \$200K
- ✓ **Total Savings** **\$2,050,000**

25



Comments/Questions



26

Row Labels	FY 2020-21 Audited	Sum of FY 2021-22 Audited	FY 2022-23 Amended Budget	FY 2023-2024 Proposed Budget
010 - GENERAL FUND				
Revenues / Funding Source	(267,952)	(1,955,064)	(1,581,314)	2,053,394
Charges for Services	(17,959,054)	(21,431,115)	(27,015,955)	(22,422,758)
Developer Impact Fees	(2,143,606)	(3,083,315)	(4,196,517)	(4,096,570)
Fines & Forfeitures	-	(10)	(100)	(100)
Franchise Fees	(159,667)	(237,669)	(386,600)	(386,600)
Intergovernmental	(951,620)	(1,055,427)	(953,600)	(1,047,800)
Investment Earnings	(3,167,027)	(3,069,779)	(3,328,400)	(3,385,238)
Licenses & Permits	(53,383)	(29,644)	(58,010)	(58,010)
Other	(633,789)	(1,064,523)	(1,199,302)	(915,600)
Property Taxes	(166,633)	(763,170)	(5,723,203)	(2,592,838)
Sales of Assets	(2,466,063)	(2,903,119)	(2,510,997)	(2,510,997)
Sales Tax	(8,663)	(161,711)	(11,000)	(511,000)
SSWA Water Sales	(2,053,046)	(2,487,249)	(2,520,063)	(2,485,227)
Transfer In	-	-	(91,000)	-
Transient Occupancy Tax	(5,881,836)	(5,944,092)	(5,304,986)	(3,700,601)
Transfer Out	(273,720)	(631,407)	(732,177)	(732,177)
Expenses / Expenditure	17,691,102	19,476,051	25,434,641	24,476,152
Capital Outlay	30,688	-	-	-
Contingency	-	-	-	-
Debt Principal Payment	169,339	169,339	160,340	160,340
Interdepartmental Charges	1,390,841	1,802,801	1,962,168	1,851,697
Non-cash expenditures	-	360,949	-	-
Non-recurring	356,144	441,752	1,105,600	1,348,700
Payroll Benefits & Taxes	4,836,344	4,501,277	5,173,137	5,432,664
Personnel Services	-	642,158	802,627	752,889
Prof Services	671,356	771,409	1,088,146	1,154,146
Salaries & Wages	6,827,152	6,863,586	8,293,132	9,086,209
Services & Supplies	2,800,656	3,356,193	4,465,548	4,044,207
Transfer Out	608,583	566,586	2,383,944	645,300
012 - MEASURE S	1,845,009	986,182	(1)	(38,775)
Revenues / Funding Source	(3,191,597)	(3,730,618)	(4,461,277)	(3,710,756)
Investment Earnings	(12,912)	(5,430)	(5,000)	(5,000)
Other	-	-	(682,844)	-
Sales Tax	(3,178,686)	(3,725,188)	(3,773,433)	(3,705,756)
Transfer In	-	-	-	-
Expenses / Expenditure	5,036,606	4,716,801	4,461,276	3,671,981
Capital Outlay	-	421,192	123,000	-
Non-cash expenditures	-	5,738	-	-
Non-recurring	-	-	165,000	-
Services & Supplies	-	80,000	210,451	210,451
Transfer Out	5,036,606	4,209,871	3,962,825	3,461,530

015 - STABILIZATION FUND					
Revenues / Funding Source	(272,300)	(5,157,644)	(5,157,644)		(5,157,644)
Other	(272,300)	(5,157,644)	(5,157,644)		(5,157,644)
Transfer In	-	-	(3,419,000)		(3,419,000)
Expenses / Expenditure	(272,300)	(1,738,644)	(1,738,644)		(1,738,644)
Contingency	-	-	-		-
Transfer Out	-	-	-		-
025 - ASSET FORFEITURE FUND					
Revenues / Funding Source	(0)	7	-		(389)
Investment Earnings	(0)	(1)	-		(389)
Other	(0)	(1)	-		-
Expenses / Expenditure	-	8	-		(389)
Non-cash expenditures	-	8	-		-
026 - DONATIONS, D.A.R.E. FUND					
Revenues / Funding Source	11,683	(19,159)	(6,821)		(25,708)
Investment Earnings	(5,197)	(27,744)	(17,821)		(36,708)
Other	(46)	(36)	(200)		(200)
Expenses / Expenditure	(5,151)	(27,708)	(17,621)		(36,508)
Non-cash expenditures	16,879	8,585	11,000		11,000
Non-recurring	-	511	-		-
Services & Supplies	16,879	8,074	6,000		6,000
	-	-	5,000		5,000
037 - PG&E MITIGATION FUND-TREES					
Revenues / Funding Source	2,348	705	-		771
Investment Earnings	(39)	(107)	(41,300)		(40,529)
Other	(39)	(107)	-		-
Expenses / Expenditure	-	-	(41,300)		(40,529)
Capital Outlay	2,386	812	41,300		41,300
Non-cash expenditures	-	-	20,000		20,000
Salaries & Wages	-	812	-		-
Services & Supplies	-	-	16,300		16,300
	2,386	-	5,000		5,000
050 - Special Events Fund-July 4th					
Revenues / Funding Source	(58,979)	(66,984)	(159,784)		(136,226)
Charges for Services	(90,971)	(90,977)	(240,304)		(242,304)
Other	(90,971)	(90,977)	(82,500)		(84,500)
Expenses / Expenditure	-	-	(157,804)		(157,804)
Contingency	31,992	23,993	80,520		106,078
Interdepartmental Charges	-	-	-		-
Non-recurring	-	23,365	14,000		25,920
Payroll Benefits & Taxes	-	-	17,700		17,700
Prof Services	-	6	-		4,192
Salaries & Wages	150	-	25,500		25,500
Services & Supplies	-	92	12,020		20,466
Transfer Out	-	530	11,300		12,300
	31,842	-	-		-
051 - CHRISTMAS EVENT					
Revenues / Funding Source	5,125	7,866	(12,333)		(17,333)
Charges for Services	(11,000)	(17,425)	(49,533)		(49,533)
	-	(6,425)	(3,000)		(3,000)

Other	-	-	(2,533)	(2,533)
Transfer In	(11,000)	(11,000)	(44,000)	(44,000)
Expenses / Expenditure	16,125	25,290	37,200	32,200
Non-recurring	-	-	-	-
Payroll Benefits & Taxes	-	56	-	-
Prof Services	500	6,300	6,700	8,000
Salaries & Wages	-	754	6,500	6,500
Services & Supplies	102	18,181	24,000	17,700
Transfer Out	15,523	-	-	-
052 - EVENTS-OTHERS	-	(17,408)	(26,151)	(7,351)
Revenues / Funding Source	(13,405)	(47,265)	(86,651)	(86,651)
Charges for Services	-	(4,265)	(19,250)	(19,250)
Other	-	-	(24,401)	(24,401)
Transfer In	(13,405)	(43,000)	(43,000)	(43,000)
Expenses / Expenditure	13,405	29,857	60,500	79,300
Non-recurring	-	-	-	1,000
Payroll Benefits & Taxes	-	85	-	-
Prof Services	435	9,900	17,500	24,000
Salaries & Wages	-	1,636	2,000	7,300
Services & Supplies	1,970	7,236	12,000	18,000
Transfer Out	11,000	11,000	29,000	29,000
053 - FIREWORKS SALES ENFORCEMENT FUND	4,102	(34,779)	(37,883)	(72,662)
Revenues / Funding Source	(57,435)	(55,488)	(74,583)	(104,662)
Charges for Services	(21,643)	(21,943)	(21,400)	(21,400)
Fines & Forfeitures	(35,792)	(33,545)	(26,000)	(26,000)
Other	-	-	(27,183)	(57,262)
Expenses / Expenditure	61,537	20,709	36,700	32,000
Capital Outlay	14,278	-	-	-
Non-recurring	2,700	2,862	5,000	7,000
Payroll Benefits & Taxes	8,149	774	3,200	2,000
Salaries & Wages	7,808	13,385	10,900	11,900
Services & Supplies	28,602	3,688	17,600	11,100
055 - COMMUNITY GARDEN-OTHER GOVT PAYMENTS	-	2,952	-	-
Revenues / Funding Source	-	-	-	-
Other	-	-	-	-
Expenses / Expenditure	-	2,952	-	-
Non-recurring	-	2,952	-	-
069 - Revenue Loss due to COVID-19 (Recovery to GF Revenue)	-	(1,259,950)	(271,140)	1,564
Revenues / Funding Source	-	(1,441,254)	(1,232,654)	(1,121,436)
Other	-	-	(1,232,654)	(1,121,436)
Transfer In	-	(1,441,254)	-	-
Expenses / Expenditure	-	181,304	961,514	1,123,000
Capital Outlay	-	-	45,000	345,000
Non-recurring	-	-	-	-
Personnel Services	-	-	1,000	-
Services & Supplies	-	80,285	42,300	-

Transfer Out	101,019	873,214	778,000
105 - ALL GAS TAX FUNDS	40,039	207,064	203,465
Revenues / Funding Source	(681,201)	(824,626)	(824,626)
Intergovernmental	(651,201)	(717,000)	(717,000)
Investment Earnings	-	(500)	(500)
Other	-	(74,426)	(74,426)
Transfer In	(30,000)	(32,823)	(32,700)
Expenses / Expenditure	721,240	1,031,690	1,028,091
Interdepartmental Charges	441,105	726,396	721,820
Non-recurring	28,365	19,028	21,500
Payroll Benefits & Taxes	43,072	33,244	33,337
Personnel Services	-	5,116	5,116
Prof Services	2,306	2,034	5,000
Salaries & Wages	63,520	75,834	76,718
Services & Supplies	136,694	148,300	142,300
Transfer Out	6,178	16,300	22,300
110 - RMRA-SB1 ROAD MAINT REHAB ACT	(167,331)	-	(551,590)
Revenues / Funding Source	(543,033)	(744,753)	(1,296,343)
Intergovernmental	(539,824)	(559,385)	(559,385)
Investment Earnings	(3,209)	(900)	(900)
Other	-	(184,468)	(736,058)
Expenses / Expenditure	375,702	744,753	744,753
Non-cash expenditures	-	2,074	-
Transfer Out	375,702	744,753	744,753
115 - TRANSPORTATION PW CAPITAL PROJECTS FUND	18,243	(20,473)	755,827
Revenues / Funding Source	(1,130,273)	(11,609,773)	(10,508,865)
Intergovernmental	(681,676)	(8,931,130)	(8,453,822)
Other	-	(35,620)	(35,620)
Transfer In	(448,597)	(2,643,023)	(2,019,423)
Expenses / Expenditure	1,148,515	11,589,300	11,264,692
Capital Outlay	1,130,064	11,589,300	11,264,692
Non-recurring	323	-	-
Salaries & Wages	-	-	-
Transfer Out	18,128	-	-
116 - SSWA-STREET REPAIR	(9,603)	77,341	(1,275)
Revenues / Funding Source	(99,586)	(117,425)	(190,314)
Charges for Services	(99,228)	(98,500)	(98,500)
Investment Earnings	(358)	(100)	(100)
Other	-	(18,825)	(91,714)
Expenses / Expenditure	89,983	194,766	189,039
Capital Outlay	3,738	4,000	4,000
Interdepartmental Charges	86,245	190,766	185,039
Non-cash expenditures	-	1,838	-
117 - TRAIN DEPOT O&M	(0)	(143,000)	(0)
Revenues / Funding Source	(19,999)	(1,399,148)	(2,203,549)
Intergovernmental	(19,999)	(1,399,148)	(2,203,549)

Other	-	-	-	-
Transfer In	-	(196)	-	-
Expenses / Expenditure	19,999	10,634	1,256,148	2,203,549
Payroll Benefits & Taxes	-	-	-	8,510
Personnel Services	-	-	-	832
Prof Services	-	-	1,128,000	2,016,711
Salaries & Wages	-	-	-	32,496
Services & Supplies	19,999	10,634	48,148	65,000
Transfer Out	-	-	80,000	80,000
120 - OFF-SITE STREET IMPROVEMENT PROGRAM	67,005	(345,808)	(4,164,940)	(4,735,984)
Revenues / Funding Source	(35,332)	(547,427)	(4,576,668)	(5,175,422)
Developer Impact Fees	(15,269)	(536,442)	(317,443)	(317,443)
Investment Earnings	(1,934)	(10,986)	(72,400)	(72,400)
Other	-	-	(4,186,825)	(4,785,579)
Transfer In	(18,128)	-	-	-
Expenses / Expenditure	102,337	201,619	411,728	439,438
Capital Outlay	-	-	-	-
Interdepartmental Charges	11,800	13,548	13,558	13,558
Non-cash expenditures	-	96,126	-	-
Non-recurring	-	24,972	25,000	25,000
Prof Services	28,121	19,414	100,000	100,000
Transfer Out	62,417	47,560	273,170	300,880
125 - TRAFFIC SAFETY FUND	(3,668)	(10,497)	(700)	(14,960)
Revenues / Funding Source	(33,668)	(40,497)	(30,700)	(44,960)
Fines & Forfeitures	(33,668)	(40,497)	(30,700)	(30,700)
Other	-	-	-	(14,260)
Expenses / Expenditure	30,000	30,000	30,000	30,000
Non-recurring	-	-	-	-
Transfer Out	30,000	30,000	30,000	30,000
126 - CDBG - CV1 Grant	-	-	-	-
Revenues / Funding Source	-	(68,400)	(69,900)	(69,900)
Intergovernmental	-	(39,900)	(39,900)	(39,900)
Transfer In	-	(28,500)	(30,000)	(30,000)
Expenses / Expenditure	-	68,400	69,900	69,900
Services & Supplies	-	68,400	69,900	69,900
129 - SB 1383 ORGANIC WASTE	-	-	(1,911)	12,500
Revenues / Funding Source	-	-	(43,711)	-
Intergovernmental	-	-	(43,711)	-
Investment Earnings	-	-	-	-
Expenses / Expenditure	-	-	41,800	12,500
Non-cash expenditures	-	-	-	-
Prof Services	-	-	4,200	-
Salaries & Wages	-	-	12,800	2,000
Services & Supplies	-	-	20,600	10,500
Transfer Out	-	-	4,200	-
130 - REFUSE COLLECTION/AB939	30,565	52,810	(28,616)	130,588

Revenues / Funding Source	(28,573)	(29,262)	(82,490)	(78,290)
Intergovernmental	(28,281)	(28,541)	(28,300)	(28,300)
Investment Earnings	(292)	(81)	(100)	(100)
Other	-	-	(49,190)	(49,190)
Transfer In	-	(640)	(4,900)	(700)
Expenses / Expenditure	59,138	82,072	53,874	208,878
Interdepartmental Charges	2,700	2,471	3,391	3,457
Non-cash expenditures	-	958	-	-
Non-recurring	-	-	-	-
Payroll Benefits & Taxes	7,830	8,107	5,937	5,937
Personnel Services	-	900	1,584	1,584
Prof Services	9,345	32,722	10,062	15,000
Salaries & Wages	12,616	13,440	14,399	14,399
Services & Supplies	23,647	20,474	15,500	165,500
Transfer Out	3,000	3,000	3,000	3,000
132 - RECYCLING CONTAINERS GRANT	2,415	(6,654)	(8,013)	(13)
Revenues / Funding Source	(7,535)	(7,514)	(25,759)	(25,759)
Charges for Services	(7,485)	(7,483)	(7,500)	(7,500)
Investment Earnings	(50)	(31)	(300)	(300)
Other	-	-	(17,959)	(17,959)
Expenses / Expenditure	9,950	860	17,746	25,746
Interdepartmental Charges	-	-	346	346
Non-cash expenditures	-	360	-	-
Non-recurring	-	-	4,000	4,000
Payroll Benefits & Taxes	-	-	5,000	5,000
Prof Services	-	-	-	-
Salaries & Wages	-	-	200	200
Services & Supplies	9,950	500	8,200	16,200
134 - USED OIL RECYCLING GRANT	5,354	(114)	(226)	174
Revenues / Funding Source	(1,215)	(5,051)	(7,860)	(7,860)
Charges for Services	(1,144)	(5,000)	(4,872)	(4,872)
Intergovernmental	-	-	-	-
Investment Earnings	(71)	(51)	-	-
Other	-	-	(2,988)	(2,988)
Expenses / Expenditure	6,569	4,937	7,634	8,034
Interdepartmental Charges	-	-	234	234
Non-cash expenditures	-	39	-	-
Non-recurring	-	-	1,300	1,300
Payroll Benefits & Taxes	-	-	1,200	1,600
Salaries & Wages	-	883	-	-
Services & Supplies	6,569	4,015	4,900	4,900
139 - HOUSEHOLD HAZARDOUS WASTE PROGRAM	-	-	-	-
Revenues / Funding Source	(5,000)	(5,000)	(5,000)	(5,000)
Intergovernmental	(5,000)	(5,000)	(5,000)	(5,000)
Expenses / Expenditure	5,000	5,000	5,000	5,000
Services & Supplies	5,000	5,000	5,000	5,000

142 - BOATING SAFETY BLOCK GRANT					2,632	998	(86)	637
Revenues / Funding Source					(47,778)	(51,696)	(47,623)	(46,900)
Intergovernmental					(43,753)	(45,683)	(43,000)	(43,000)
Other					-	-	(723)	-
Property Taxes					(4,025)	(4,421)	(3,900)	(3,900)
Transfer In					-	(1,592)	-	-
Expenses / Expenditure					50,410	52,694	47,537	47,537
Non-recurring					-	-	4,800	4,800
Payroll Benefits & Taxes					946	1,082	1,537	1,537
Salaries & Wages					38,160	38,597	29,800	29,800
Services & Supplies					11,305	13,015	11,400	11,400
150 - BUREAU OF JUSTICE-BULLETPROOF VEST GRANT					-	-	-	(120)
Revenues / Funding Source					-	-	(4,600)	(4,720)
Intergovernmental					-	-	(4,600)	(4,600)
Other					-	-	-	(120)
Expenses / Expenditure					-	-	4,600	4,600
Non-recurring					-	-	-	-
Services & Supplies					-	-	4,600	4,600
152 - SCHOOL RESOURCE OFFICER					-	-	-	-
Revenues / Funding Source					-	-	-	-
Intergovernmental					-	-	-	-
Other					-	-	-	-
Expenses / Expenditure					-	-	-	-
Interdepartmental Charges					-	-	-	-
Non-recurring					-	-	-	-
Payroll Benefits & Taxes					-	-	-	-
Salaries & Wages					-	-	-	-
Transfer Out					-	-	-	-
153 - SLESF GRANT(MOVED OUT OF GENERAL FUND)					51,900	4,827	-	-
Revenues / Funding Source					(100,000)	(161,285)	(145,000)	(145,000)
Charges for Services					(100,000)	(161,285)	(145,000)	(145,000)
Other					-	-	-	-
Expenses / Expenditure					151,900	166,112	145,000	145,000
Salaries & Wages					151,900	166,112	145,000	145,000
156 - OFFICE OF TRAFFIC SAFETY					-	-	-	-
Revenues / Funding Source					(36,999)	-	-	-
Intergovernmental					(36,999)	-	-	-
Other					-	-	-	-
Expenses / Expenditure					36,999	-	-	-
Capital Outlay					36,999	-	-	-
158 - ALCOHOL,TOBACCO AND OTHER DRUGS RELIEF					-	-	-	(5,215)
Revenues / Funding Source					-	-	-	(5,215)
Charges for Services					-	-	-	-
Other					-	-	-	(5,215)
Expenses / Expenditure					-	-	-	-
Non-recurring					-	-	-	-

Payroll Benefits & Taxes	-	-	-	-	-
Salaries & Wages	-	-	-	-	-
Services & Supplies	-	-	-	-	-
159 - OTS-AL0462-OFFICE OF TRAFFIC & SAFETY					
Revenues / Funding Source				(10,000)	(10,000)
Intergovernmental	-	-	-	(10,000)	(10,000)
Expenses / Expenditure				10,000	10,000
Services & Supplies	-	-	-	10,000	10,000
161 - FIRE -ASSISTANT TO FIRE GRANT				-	-
Revenues / Funding Source	(8,772)	-	-	(36,000)	(36,000)
Intergovernmental	-	-	-	(36,000)	(36,000)
Other	(8,772)	-	-	-	-
Expenses / Expenditure	8,772	-	-	36,000	36,000
Non-recurring	8,772	-	-	36,000	36,000
167 - American Rescue Plan				(1,100,813)	(915,409)
Revenues / Funding Source	-	(1,090,402)	(3,560,563)	(4,638,412)	(3,095,391)
Intergovernmental	-	-	(3,548,010)	(3,548,010)	-
Investment Earnings	-	-	(12,553)	-	-
Other	-	-	-	(1,090,402)	(3,095,391)
Transfer In	-	-	-	-	-
Expenses / Expenditure	-	2,470,160	3,537,599	2,179,982	2,179,982
Capital Outlay	-	241,598	1,502,003	1,415,175	1,415,175
Non-cash expenditures	-	25,264	-	-	-
Non-recurring	-	89,712	134,000	105,482	105,482
Personnel Services	-	-	-	-	-
Prof Services	-	9,477	269,220	127,523	127,523
Salaries & Wages	-	-	-	-	-
Services & Supplies	-	125,540	172,000	96,502	96,502
Transfer Out	-	1,978,570	1,460,376	435,300	435,300
168 - CARES ACT				-	-
Revenues / Funding Source	(359,536)	-	-	-	-
Intergovernmental	(359,536)	-	-	-	-
Investment Earnings	-	-	-	-	-
Expenses / Expenditure	359,536	-	-	-	-
Salaries & Wages	359,536	-	-	-	-
169 - CDBG-SENIOR HOUSINGFEASIBILITY STUDY				-	-
Revenues / Funding Source	-	-	-	-	-
Other	-	-	-	-	-
Expenses / Expenditure	-	-	-	-	-
Transfer Out	-	-	-	-	-
171 - PROP 49 GRANT-AFTER SCHOOL PROG					
Revenues / Funding Source	13,208	2,938	(73,007)	(44,484)	(44,484)
Charges for Services	(133,271)	(153,977)	(233,426)	(229,626)	(229,626)
Intergovernmental	(5,428)	(10,230)	(15,000)	(4,000)	(4,000)
Investment Earnings	(127,843)	(142,677)	(127,800)	(135,000)	(135,000)
Other	-	(401)	(1,700)	(1,700)	(1,700)
	-	-	(88,226)	(88,226)	(88,226)

Transfer In		(669)	(700)	(700)
Expenses / Expenditure	146,479	156,915	160,419	185,142
Non-cash expenditures	-	1,074	-	-
Non-recurring	979	-	800	800
Payroll Benefits & Taxes	13,509	11,626	13,517	16,026
Personnel Services	-	669	700	1,241
Prof Services	-	-	1,500	1,500
Salaries & Wages	101,528	99,656	117,502	138,976
Services & Supplies	30,463	43,891	26,400	26,600
173 - LEAP Grant	-	-	-	-
Revenues / Funding Source	-	(27,763)	(150,000)	(150,000)
Intergovernmental	-	(27,763)	(150,000)	(150,000)
Expenses / Expenditure	-	27,763	150,000	150,000
Non-recurring	-	27,763	150,000	150,000
174 - Parks & Water Bond Grant (Prop. 68)	-	0	-	-
Revenues / Funding Source	-	(140,325)	(200,302)	(200,302)
Intergovernmental	-	(117,975)	(177,952)	(177,952)
Transfer In	-	(22,350)	(22,350)	(22,350)
Expenses / Expenditure	-	140,325	200,302	200,302
Capital Outlay	-	129,450	200,302	200,302
Services & Supplies	-	10,875	-	-
175 - POLICE GRANTS (ONE-TIME)	-	-	-	-
Revenues / Funding Source	-	-	(20,000)	(1,520,000)
Intergovernmental	-	-	(20,000)	(1,520,000)
Expenses / Expenditure	-	-	20,000	1,520,000
Capital Outlay	-	-	-	1,500,000
Prof Services	-	-	20,000	20,000
176 - Safe Route to School	4,367	-	(5,300)	(5,300)
Revenues / Funding Source	(11,223)	(6,212)	(28,300)	(28,300)
Intergovernmental	(11,223)	(6,212)	(28,300)	(28,300)
Other	-	-	-	-
Expenses / Expenditure	15,590	6,212	23,000	23,000
Non-recurring	-	-	-	-
Payroll Benefits & Taxes	4,618	288	1,100	1,100
Salaries & Wages	5,083	5,924	15,500	15,500
Services & Supplies	-	-	400	400
Transfer Out	5,889	-	6,000	6,000
180 - NUISANCE ABATEMENT(WEEEDS/FORECLOSURE)	(1,238)	209	(2,500)	(19,033)
Revenues / Funding Source	(3,261)	(1,679)	(6,200)	(22,733)
Fines & Forfeitures	(3,065)	(1,415)	(5,000)	(5,000)
Intergovernmental	-	-	(300)	(300)
Investment Earnings	(96)	(64)	-	-
Other	(100)	(200)	(900)	(17,433)
Expenses / Expenditure	2,023	1,888	3,700	3,700
Non-recurring	-	-	-	-
Services & Supplies	2,023	1,888	3,700	3,700

183 - VESSEL GRANT	-	-	-	-
Revenues / Funding Source	(23,125)	(21,700)	(50,000)	(50,000)
Intergovernmental	(19,518)	(21,700)	(50,000)	(50,000)
Transfer In	(3,608)	-	-	-
Expenses / Expenditure	23,125	21,700	50,000	50,000
Non-recurring	-	-	50,000	50,000
Salaries & Wages	-	-	-	-
Services & Supplies	23,125	21,700	-	-
184 - Planning Grant	-	-	-	-
Revenues / Funding Source	(21,572)	(29,940)	(160,000)	(160,000)
Intergovernmental	(21,572)	(29,940)	(160,000)	(160,000)
Expenses / Expenditure	21,572	29,940	160,000	160,000
Non-recurring	-	29,940	155,000	155,000
Prof Services	16,572	-	-	-
Services & Supplies	5,000	-	5,000	5,000
185 - SEWER MAINTENANCE	(144,121)	(122,477)	(754,371)	1,325,053
Revenues / Funding Source	(390,293)	(445,751)	(2,873,262)	(3,103,262)
Intergovernmental	(389,587)	(436,267)	(394,500)	(394,500)
Investment Earnings	(706)	(6,409)	(9,000)	(9,000)
Other	-	-	(2,466,862)	(2,696,862)
Transfer In	-	(3,075)	(2,900)	(2,900)
Expenses / Expenditure	246,172	323,274	2,118,891	4,428,315
Capital Outlay	-	-	407,000	1,495,000
Contingency	-	-	353,107	1,070,000
Interdepartmental Charges	100,290	142,986	187,003	178,646
Non-cash expenditures	-	54,188	-	-
Non-recurring	3,611	-	903,100	1,405,500
Payroll Benefits & Taxes	36,884	35,037	35,184	45,230
Personnel Services	-	4,231	5,929	5,929
Prof Services	-	-	-	-
Salaries & Wages	66,143	86,833	99,169	99,611
Services & Supplies	39,245	-	128,400	128,400
186 - First 5 Solano Grant	-	-	-	-
Revenues / Funding Source	-	(20,000)	(20,000)	(20,000)
Intergovernmental	-	(20,000)	(20,000)	(20,000)
Expenses / Expenditure	-	20,000	20,000	20,000
Services & Supplies	-	20,000	20,000	20,000
187 - Recreation Grants	-	(4,493)	-	(4,493)
Revenues / Funding Source	-	(40,000)	(40,000)	(44,493)
Intergovernmental	-	(40,000)	(40,000)	(40,000)
Other	-	-	-	(4,493)
Expenses / Expenditure	-	35,507	40,000	40,000
Services & Supplies	-	35,507	40,000	40,000
188 - Sewer R & R	-	-	-	164,785
Revenues / Funding Source	-	-	(685,000)	(685,000)
Intergovernmental	-	-	-	-

Investment Earnings	-	(685,000)	(685,000)
Expenses / Expenditure	-	685,000	849,785
Capital Outlay	-	685,000	685,000
Payroll Benefits & Taxes	-	-	51,425
Personnel Services	-	-	4,160
Salaries & Wages	-	-	109,200
189 - PROP. 64 POLICE ACTIVITIES LEAGUE	-	-	(186,310)
Revenues / Funding Source	-	-	(596,899)
Charges for Services	-	-	(10,000)
Intergovernmental	-	-	(586,899)
Expenses / Expenditure	-	-	410,589
Interdepartmental Charges	-	-	1,000
Non-recurring	-	-	4,000
Payroll Benefits & Taxes	-	-	77,878
Personnel Services	-	-	10,816
Prof Services	-	-	55,000
Salaries & Wages	-	-	171,445
Services & Supplies	-	-	90,450
190 - DRAINAGE MAINTENANCE FUND	(43,654)	(8,029)	(4,493)
Revenues / Funding Source	(204,439)	(206,162)	(747,318)
Intergovernmental	-	-	(182,500)
Investment Earnings	(149)	(596)	(200)
Other	-	-	(167,618)
Special Assessments	(182,500)	(182,500)	-
Transfer In	(21,790)	(23,067)	(21,100)
Expenses / Expenditure	160,785	198,133	650,726
Capital Outlay	1,810	539	375,900
Interdepartmental Charges	76,471	120,730	176,831
Non-cash expenditures	-	3,386	-
Non-recurring	5,292	-	87,000
Payroll Benefits & Taxes	11,250	9,410	14,213
Personnel Services	-	1,086	1,478
Prof Services	-	-	1,800
Salaries & Wages	14,446	15,422	16,328
Services & Supplies	51,516	47,559	69,200
202 - ENERGY SAVINGS-BANK OF NEW YORK	-	0	-
Revenues / Funding Source	(301,934)	(315,382)	(339,400)
Transfer In	(301,934)	(315,382)	(339,400)
Expenses / Expenditure	301,934	315,382	339,400
Debt Interest Payment	229,970	227,146	223,700
Debt Principal Payment	71,964	88,236	115,700
203 - RIMS POLICE	-	-	-
Revenues / Funding Source	(60,342)	(60,342)	(60,342)
Intergovernmental	-	(60,342)	(60,342)
Transfer In	(60,342)	-	-
Expenses / Expenditure	60,342	60,342	60,342

Debt Interest Payment	6,448	6,448	6,448	6,448
Debt Principal Payment	53,894	53,894	53,894	53,894
Interdepartmental Charges	-	-	-	-
210 - NORTH BAY AQUEDUCT	4,821	(1,069)	(10,794)	(10,531)
Revenues / Funding Source	(75,627)	(81,368)	(91,163)	(90,900)
Investment Earnings	(103)	(39)	(200)	(200)
Other	-	-	(10,663)	(10,400)
Property Taxes	(75,524)	(81,329)	(80,300)	(80,300)
Expenses / Expenditure	80,448	80,300	80,369	80,369
Debt Principal Payment	77,740	77,740	77,800	77,800
Interdepartmental Charges	2,700	2,346	2,569	2,569
Non-cash expenditures	-	208	-	-
Non-recurring	-	-	-	-
Services & Supplies	8	5	-	-
211 - VEHICLE DEBT SERVICE FUND	(96)	(61)	(38,200)	(32,956)
Revenues / Funding Source	(83,829)	(22,576)	(49,500)	(44,256)
Investment Earnings	(96)	(61)	-	-
Other	-	-	(20,900)	(15,656)
Transfer In	(83,732)	(22,516)	(28,600)	(28,600)
Expenses / Expenditure	83,732	22,516	11,300	11,300
Debt Interest Payment	3,403	1,328	200	200
Debt Principal Payment	80,329	21,188	11,100	11,100
Prof Services	-	-	-	-
222 - VIC.HARBOR 1994 REFUNDING BOND	1,682	16	-	(916)
Revenues / Funding Source	(18)	(2)	-	(916)
Investment Earnings	(18)	(2)	-	-
Other	-	-	-	(916)
Special Assessments	-	-	-	-
Expenses / Expenditure	1,700	18	-	-
Debt Interest Payment	-	-	-	-
Debt Principal Payment	-	-	-	-
Interdepartmental Charges	1,700	-	-	-
Non-cash expenditures	-	18	-	-
Prof Services	-	-	-	-
231 - HIGHWAY 12 DEBT SERVICE FUND	(856)	(204)	-	(4,245)
Revenues / Funding Source	(880)	(306)	-	(4,245)
Investment Earnings	(0)	(11)	-	-
Other	-	-	-	(4,245)
Property Taxes	(880)	(294)	-	-
Expenses / Expenditure	24	101	-	-
Debt Interest Payment	-	-	-	-
Debt Principal Payment	-	-	-	-
Interdepartmental Charges	-	-	-	-
Non-cash expenditures	-	85	-	-
Services & Supplies	24	16	-	-
Transfer Out	-	-	-	-

234 - FIRE LADDER TRUCK ACQUISITION FUND					-	-	-	-	-
Revenues / Funding Source					(50,417)	(50,417)	(50,500)	(50,500)	(50,500)
Charges for Services					(50,417)	(50,417)	(50,500)	(50,500)	(50,500)
Expenses / Expenditure					50,417	50,417	50,500	50,500	50,500
Debt Interest Payment					11,919	11,919	10,900	10,900	10,900
Debt Principal Payment					38,498	38,498	39,600	39,600	39,600
300 - PARK DEVELOPMENT FUND					(12,813)	(1,467,160)	(843,310)	(2,279,680)	(2,279,680)
Revenues / Funding Source					(17,963)	(1,523,957)	(1,091,339)	(2,527,709)	(2,527,709)
Developer Impact Fees					(17,867)	(1,522,688)	(863,251)	(863,251)	(863,251)
Investment Earnings					(96)	(1,269)	(3,500)	(3,500)	(3,500)
Other					-	-	(224,588)	(1,660,958)	(1,660,958)
Transfer In					-	-	-	-	-
Expenses / Expenditure					5,150	56,797	248,029	248,029	248,029
Interdepartmental Charges					5,000	730	679	679	679
Non-cash expenditures					-	33,717	-	-	-
Non-recurring					-	-	225,000	225,000	225,000
Services & Supplies					150	-	-	-	-
Transfer Out					-	22,350	22,350	22,350	22,350
310 - FIRE FACILITY & EQUIPMENT IMPACT FEES					(45,044)	(115,221)	(1,117)	(1,671)	(1,671)
Revenues / Funding Source					(45,044)	(179,400)	(229,403)	(225,374)	(225,374)
Developer Impact Fees					(44,475)	(179,347)	(99,403)	(99,403)	(99,403)
Investment Earnings					(569)	(53)	-	-	-
Other					-	-	(130,000)	(125,971)	(125,971)
Transfer In					-	-	-	-	-
Expenses / Expenditure					-	64,179	228,286	223,703	223,703
Capital Outlay					-	-	-	-	-
Interdepartmental Charges					-	1,147	50,447	50,447	50,447
Non-cash expenditures					-	2,523	-	-	-
Non-recurring					-	60,509	177,839	173,256	173,256
312 - POLICE FACILITY & EQUIPMENT IMPACT FEES					11,032	(146,753)	(44,612)	(203,184)	(203,184)
Revenues / Funding Source					(309,944)	(461,430)	(315,678)	(474,250)	(474,250)
Developer Impact Fees					(20,850)	(161,991)	(90,678)	(90,678)	(90,678)
Investment Earnings					(118)	(448)	-	-	-
Other					-	-	-	(158,572)	(158,572)
Transfer In					(288,976)	(298,991)	(225,000)	(225,000)	(225,000)
Expenses / Expenditure					320,976	314,677	271,066	271,066	271,066
Capital Outlay					-	-	20,800	20,800	20,800
Interdepartmental Charges					-	20,979	10,266	10,266	10,266
Non-cash expenditures					-	2,686	-	-	-
Non-recurring					296,076	291,012	240,000	240,000	240,000
Services & Supplies					24,900	-	-	-	-
Transfer Out					-	-	-	-	-
314 - MUNICIPAL VEHICLE/EQUIPMENT IMPACT FEES					(2,367)	(19,135)	(13,964)	(53,241)	(53,241)
Revenues / Funding Source					(38,555)	(63,840)	(105,064)	(144,341)	(144,341)
Charges for Services					-	-	-	-	-
Developer Impact Fees					(2,289)	(19,060)	(10,564)	(10,564)	(10,564)

Investment Earnings	(78)	(177)	(4,600)	(4,600)
Other	-	-	-	(39,277)
Transfer In	(36,188)	(44,603)	(89,900)	(89,900)
Expenses / Expenditure	36,188	44,706	91,100	91,100
Capital Outlay	-	-	49,900	49,900
Interdepartmental Charges	-	1,453	1,200	1,200
Non-cash expenditures	-	103	-	-
Non-recurring	35,371	43,150	40,000	40,000
Payroll Benefits & Taxes	817	-	-	-
Prof Services	-	-	-	-
Services & Supplies	-	-	-	-
Transfer Out	-	-	-	-
320 - CAPITAL IMPROVEMENT FEES	133,252	489,159	327,028	630,681
Revenues / Funding Source	(500,415)	(503,272)	(609,371)	(609,371)
Intergovernmental	(500,000)	(500,000)	(500,000)	(500,000)
Investment Earnings	(415)	(3,272)	(9,800)	(9,800)
Other	-	-	(99,571)	(99,571)
Transfer In	-	-	-	-
Expenses / Expenditure	633,667	992,430	936,399	1,240,052
Capital Outlay	717	480,653	196,347	500,000
Interdepartmental Charges	15,900	2,283	6,152	6,152
Non-cash expenditures	-	1,994	-	-
Non-recurring	121,750	7,500	233,900	233,900
Prof Services	-	-	-	-
Salaries & Wages	-	-	-	-
Services & Supplies	-	-	-	-
Transfer Out	495,300	500,000	500,000	500,000
322 - ENERGY SAVINGS	309,523	(567)	-	(567)
Revenues / Funding Source	-	(567)	(375,379)	(375,946)
Investment Earnings	-	(567)	-	-
Other	-	-	(375,379)	(375,946)
proceeds from Loan/Bonds	-	-	-	-
Expenses / Expenditure	309,523	-	375,379	375,379
Capital Outlay	309,523	-	375,379	375,379
Debt Issuance Cost	-	-	-	-
337 - WALMART MITIGATION FUND	(162)	11,102	(4,200)	(642,713)
Revenues / Funding Source	(162)	(1,687)	(4,200)	(642,713)
Investment Earnings	(162)	(1,687)	(4,200)	(4,200)
Other	-	-	-	(638,513)
Expenses / Expenditure	-	12,790	-	-
Capital Outlay	-	-	-	-
Non-cash expenditures	-	12,790	-	-
340 - DREDGING FUND - CAPITAL PROJECT	48,730	1,589	(10,000)	(101,432)
Revenues / Funding Source	(67)	(242)	(10,000)	(101,432)
Charges for Services	-	-	-	-
Intergovernmental	-	-	-	-

	(67)	(242)	(10,000)	(10,000)
Investment Earnings				
Other	-	-	-	(91,432)
Transfer In	-	-	-	-
Expenses / Expenditure				
Capital Outlay	48,797	1,831	-	-
Non-cash expenditures	48,797	-	-	-
Salaries & Wages	-	1,831	-	-
Transfer Out	-	-	-	-
420 - LAWLER RANCH MAINT DIST (PR 7513)	480,444	28,352	(8,504)	(25,909)
Revenues / Funding Source	(360,198)	(363,396)	(652,916)	(665,283)
Investment Earnings	(7,163)	(1,024)	(15,700)	(15,700)
Other	-	-	(222,281)	(222,281)
Special Assessments	(350,335)	(359,672)	(412,235)	(424,602)
Transfer In	(2,700)	(2,700)	(2,700)	(2,700)
Expenses / Expenditure	840,642	391,748	644,412	639,374
Capital Outlay	371	-	-	-
Interdepartmental Charges	53,108	142,662	216,946	210,327
Non-cash expenditures	-	4,469	-	-
Non-recurring	463,676	30,275	227,600	227,600
Payroll Benefits & Taxes	3,074	3,494	3,047	3,047
Prof Services	2,698	2,609	1,719	3,000
Salaries & Wages	-	40	-	-
Services & Supplies	288,115	173,901	160,800	161,100
Transfer Out	29,600	34,300	34,300	34,300
422 - MARINA VILLAGE ASSESSMENT DISTRICT	(48,763)	(46,578)	(149,665)	(145,204)
Revenues / Funding Source	(52,328)	(52,181)	(151,337)	(147,304)
Investment Earnings	(249)	(102)	-	-
Other	-	-	(99,258)	(95,225)
Special Assessments	(52,079)	(52,079)	(52,079)	(52,079)
Expenses / Expenditure	3,565	5,603	1,672	2,100
Non-cash expenditures	-	1,910	-	-
Prof Services	620	509	172	500
Services & Supplies	1,945	2,184	500	600
Transfer Out	1,000	1,000	1,000	1,000
425 - BLOSSOM MAINT ASSESSMENT DIST-PROJ 7510	2,714	(5,239)	(41)	(3,064)
Revenues / Funding Source	(19,591)	(20,103)	(41,749)	(44,545)
Investment Earnings	(60)	(52)	(300)	(300)
Other	-	-	(18,469)	(20,576)
Special Assessments	(19,531)	(20,051)	(22,980)	(23,669)
Expenses / Expenditure	22,305	14,863	41,708	41,481
Interdepartmental Charges	7,327	4,753	7,228	7,007
Non-cash expenditures	-	416	-	-
Non-recurring	-	-	22,900	22,300
Payroll Benefits & Taxes	237	269	174	174
Prof Services	742	633	206	800
Salaries & Wages	-	40	-	-

Services & Supplies	12,399	7,154	9,600	9,600
Transfer Out	1,600	1,600	1,600	1,600
430 - HERITAGE MAIN ASSESSMENT DIST - PROJ 7511	14,597	(20,920)	(117,908)	(63,581)
Revenues / Funding Source	(174,648)	(194,220)	(327,335)	(271,969)
Investment Earnings	(534)	(106)	(200)	(200)
Other	-	-	(133,021)	(77,655)
Special Assessments	(146,214)	(146,214)	(146,214)	(146,214)
Transfer In	(27,900)	(47,900)	(47,900)	(47,900)
Expenses / Expenditure	189,244	173,300	209,427	208,388
Interdepartmental Charges	39,273	62,653	83,668	81,116
Non-cash expenditures	-	1,483	-	-
Non-recurring	-	-	12,900	12,900
Payroll Benefits & Taxes	1,182	1,344	1,172	1,172
Prof Services	1,857	1,759	687	2,000
Salaries & Wages	-	40	-	-
Services & Supplies	132,032	91,122	96,100	96,300
Transfer Out	14,900	14,900	14,900	14,900
435 - MONTEBELLO VISTA MAIN ASSESS DISTRICT	13,282	13,670	(73,080)	(60,745)
Revenues / Funding Source	(42,594)	(42,467)	(142,813)	(127,532)
Charges for Services	-	-	-	-
Investment Earnings	(244)	(117)	(600)	(600)
Other	-	-	(99,863)	(84,582)
Special Assessments	(36,450)	(36,450)	(36,450)	(36,450)
Transfer In	(5,900)	(5,900)	(5,900)	(5,900)
Expenses / Expenditure	55,877	56,137	69,733	66,787
Interdepartmental Charges	10,803	11,522	17,522	16,988
Non-cash expenditures	-	1,620	-	-
Payroll Benefits & Taxes	237	269	174	174
Prof Services	1,386	1,283	412	1,400
Services & Supplies	39,651	37,644	47,825	44,425
Transfer Out	3,800	3,800	3,800	3,800
445 - PETERSON-MAINTENANCE ASSESSMENT DISTRICT	33,084	(40,383)	(6,705)	(14,516)
Revenues / Funding Source	(223,874)	(229,133)	(271,993)	(279,870)
Investment Earnings	(738)	(68)	-	-
Other	-	-	(9,438)	(9,438)
Special Assessments	(223,136)	(229,065)	(262,555)	(270,432)
Expenses / Expenditure	256,958	188,750	265,288	265,354
Interdepartmental Charges	9,012	14,403	33,511	32,489
Non-cash expenditures	-	582	-	-
Non-recurring	-	-	44,344	44,344
Payroll Benefits & Taxes	1,182	1,747	1,521	1,521
Prof Services	1,424	1,345	412	1,500
Salaries & Wages	-	40	-	-
Services & Supplies	228,939	154,234	169,100	169,100
Transfer Out	16,400	16,400	16,400	16,400
446 - PETERSON RANCH-COMMUNITY FACILITIES DST	18,403	2,759	(16,973)	(4,743)

Revenues / Funding Source	(136,250)	(139,108)	(159,095)	(163,838)
Investment Earnings	(391)	(128)	(200)	(200)
Other	-	-	(794)	(794)
Special Assessments	(135,858)	(138,980)	(158,101)	(162,844)
Expenses / Expenditure	154,652	141,868	142,122	159,095
Non-cash expenditures	-	24	-	-
Prof Services	855	1,285	1,500	1,500
Services & Supplies	2,198	2,236	2,300	2,300
Transfer Out	151,600	138,322	138,322	155,295
448 - RAILROAD AVE MAINTENANCE ASSESSMENT DIST	5,864	149	(6,396)	(5,237)
Revenues / Funding Source	(7,827)	(8,044)	(39,278)	(39,675)
Investment Earnings	(77)	(88)	(200)	(200)
Other	-	-	(30,878)	(31,029)
Special Assessments	(7,750)	(7,956)	(8,200)	(8,446)
Expenses / Expenditure	13,691	8,193	32,882	34,438
Interdepartmental Charges	3,702	4,753	10,075	9,768
Non-cash expenditures	-	624	-	-
Non-recurring	6,658	-	20,000	20,000
Prof Services	551	440	137	500
Salaries & Wages	-	40	-	-
Services & Supplies	2,080	1,637	1,970	3,470
Transfer Out	700	700	700	700
449 - VIC HAR-DREDGING MAD	(105,871)	(104,211)	(321,517)	(324,925)
Revenues / Funding Source	(110,915)	(113,524)	(327,717)	(331,125)
Investment Earnings	(548)	(228)	(100)	(100)
Other	-	-	(214,017)	(214,017)
Transfer In	(110,367)	(113,296)	(113,600)	(117,008)
Expenses / Expenditure	5,043	9,313	6,200	6,200
Non-cash expenditures	-	4,288	-	-
Prof Services	629	429	600	600
Services & Supplies	2,614	2,796	3,800	3,800
Transfer Out	1,800	1,800	1,800	1,800
453 - VICTORIAN HARBOR - ZONE A	(13,596)	(16,558)	(9,467)	(10,752)
Revenues / Funding Source	(101,904)	(105,045)	(281,072)	(284,545)
Investment Earnings	(6)	(440)	(700)	(700)
Other	-	-	(164,571)	(164,571)
Special Assessments	(101,898)	(104,605)	(115,801)	(119,274)
Expenses / Expenditure	88,308	88,487	271,604	273,793
Interdepartmental Charges	6,515	18,724	28,473	27,605
Non-cash expenditures	-	3,301	-	-
Non-recurring	-	-	167,700	167,700
Payroll Benefits & Taxes	709	806	703	703
Prof Services	237	132	34	300
Salaries & Wages	-	40	-	-
Services & Supplies	47,736	31,658	42,194	43,700
Transfer Out	33,110	33,826	32,500	33,785

454 - VICTORIAN HARBOR - ZONE B				
Revenues / Funding Source	(2,604)	(4,998)	(15,091)	(17,048)
Investment Earnings	(30,235)	(30,878)	(58,012)	(66,293)
Other	(25)	(64)	(200)	(200)
Special Assessments	(7,500)	(7,500)	(31,773)	(39,273)
Expenses / Expenditure	(22,710)	(23,314)	(26,039)	(26,820)
Interdepartmental Charges	27,632	25,879	42,921	49,245
Non-cash expenditures	4,846	6,914	10,513	10,193
Non-recurring	-	640	-	-
Payroll Benefits & Taxes	-	-	6,600	6,600
Prof Services	355	403	352	352
Salaries & Wages	153	68	34	200
Services & Supplies	-	40	-	-
Transfer Out	14,158	9,536	16,922	23,400
Services & Supplies	8,120	8,280	8,500	8,500
Transfer Out	(52,992)	13,948	32,692	(72,117)
455 - VICTORIAN HARBOR - ZONE C				
Revenues / Funding Source	(269,231)	(274,234)	(348,126)	(449,051)
Investment Earnings	(236)	(470)	-	-
Other	-	-	(52,854)	(147,609)
Special Assessments	(179,395)	(184,164)	(205,672)	(211,842)
Transfer In	(89,600)	(89,600)	(89,600)	(89,600)
Expenses / Expenditure	216,239	288,182	380,818	376,934
Interdepartmental Charges	96,547	172,836	240,929	233,579
Non-cash expenditures	-	2,988	-	-
Non-recurring	-	-	2,400	2,400
Payroll Benefits & Taxes	1,064	1,209	1,055	1,055
Prof Services	233	549	34	300
Salaries & Wages	-	40	-	-
Services & Supplies	75,134	66,345	92,200	95,400
Transfer Out	43,260	44,216	44,200	44,200
Transfer Out	30,463	(10,581)	(5,141)	(7,433)
458 - VICTORIAN HARBOR - ZONE E				
Revenues / Funding Source	(60,009)	(61,314)	(110,627)	(112,678)
Investment Earnings	(388)	(109)	(300)	(300)
Other	-	-	(41,970)	(41,970)
Special Assessments	(59,621)	(61,205)	(68,357)	(70,408)
Transfer In	-	-	-	-
Expenses / Expenditure	90,472	50,733	105,486	105,245
Interdepartmental Charges	12,706	6,193	19,055	18,474
Non-cash expenditures	-	844	-	-
Non-recurring	24,700	-	34,800	34,800
Payroll Benefits & Taxes	473	537	471	471
Prof Services	199	103	34	200
Salaries & Wages	-	40	-	-
Services & Supplies	32,690	22,892	30,426	30,600
Transfer Out	19,704	20,123	20,700	20,700
Transfer Out	(28,061)	(36,439)	(4,691)	(6,347)
459 - VICTORIAN HARBOR - ZONE F				
Revenues / Funding Source	(96,620)	(100,167)	(575,605)	(579,498)

Investment Earnings	(143)	(1,126)	(2,300)	(2,300)
Other	-	-	(462,776)	(463,353)
Special Assessments	(96,478)	(99,041)	(110,529)	(113,845)
Expenses / Expenditure	68,559	63,728	570,914	573,151
Interdepartmental Charges	4,176	6,193	19,165	18,580
Non-cash expenditures	-	9,285	-	-
Non-recurring	-	-	493,700	493,700
Payroll Benefits & Taxes	473	537	471	471
Prof Services	202	105	34	300
Salaries & Wages	-	40	-	-
Services & Supplies	32,735	15,917	25,044	27,600
Transfer Out	30,973	31,651	32,500	32,500
460 - HWY12 LANDSCAPE M.A.D.	(10,562)	8,066	8,713	33,072
Revenues / Funding Source	(48,000)	(49,196)	(86,365)	(64,520)
Intergovernmental	(28,000)	(28,000)	(28,000)	(28,000)
Other	-	(1,196)	(38,365)	(16,520)
Transfer In	(20,000)	(20,000)	(20,000)	(20,000)
Expenses / Expenditure	37,438	57,262	95,078	97,592
Interdepartmental Charges	33,678	53,579	81,478	78,992
Non-recurring	-	-	-	-
Services & Supplies	3,760	3,683	13,600	18,600
461 - SUISUN CITY CFD #2	(63)	6,322	(9,304)	(33,892)
Revenues / Funding Source	(619,506)	(628,156)	(722,504)	(743,992)
Investment Earnings	(10)	(45)	-	-
Other	-	-	(6,231)	(6,231)
Special Assessments	(619,496)	(628,110)	(716,273)	(737,761)
Expenses / Expenditure	619,443	634,478	713,200	710,100
Non-cash expenditures	-	187	-	-
Prof Services	3,797	-	4,000	4,000
Services & Supplies	10,086	12,462	8,500	10,300
Transfer Out	605,561	621,829	700,700	695,800
462 - MCCOY CREEK TAX ZONE 2	(1,122)	(3,788)	(25,267)	(25,737)
Revenues / Funding Source	(9,066)	(9,248)	(34,081)	(34,370)
Investment Earnings	(1)	(58)	(100)	(100)
Other	-	-	(24,361)	(24,361)
Special Assessments	(9,065)	(9,190)	(9,620)	(9,909)
Expenses / Expenditure	7,945	5,460	8,814	8,633
Interdepartmental Charges	5,500	3,889	5,914	5,733
Non-cash expenditures	-	490	-	-
Non-recurring	-	-	-	-
Prof Services	1,755	-	1,800	1,800
Services & Supplies	389	781	800	800
Transfer Out	300	300	300	300
464 - MCCOY CREEK PARK ASSMT DISTRICT	(953)	1,864	(486)	(17,749)
Revenues / Funding Source	(7,626)	(7,646)	(27,166)	(44,075)
Investment Earnings	(12)	(101)	(200)	(200)

Other				(18,008)	(34,648)
Special Assessments				(8,958)	(9,227)
Expenses / Expenditure				26,680	26,326
Interdepartmental Charges				11,608	11,254
Non-cash expenditures				-	-
Non-recurring				12,800	12,800
Prof Services				172	172
Services & Supplies				1,600	1,600
Transfer Out				500	500
465 - AMBERWOOD TZ1				(409)	(3,227)
Revenues / Funding Source				(67,850)	(70,700)
Investment Earnings				(1,000)	(1,000)
Other				(50,750)	(53,117)
Special Assessments				(16,100)	(16,583)
Expenses / Expenditure				67,441	67,473
Interdepartmental Charges				15,332	14,864
Non-cash expenditures				-	-
Non-recurring				46,000	46,000
Payroll Benefits & Taxes				353	353
Prof Services				172	172
Salaries & Wages				-	-
Services & Supplies				4,384	4,884
Transfer Out				1,200	1,200
466 - PETERSON TAX ZONE 3 CFD				1,983	(879)
Revenues / Funding Source				(53,234)	(53,528)
Investment Earnings				(900)	(900)
Other				(42,534)	(42,534)
Special Assessments				(9,800)	(10,094)
Expenses / Expenditure				55,217	52,649
Interdepartmental Charges				18,617	18,049
Non-cash expenditures				-	-
Non-recurring				27,000	25,000
Prof Services				1,800	1,800
Services & Supplies				7,300	7,300
Transfer Out				500	500
467 - SUMMERWOOD TAX ZONE 5				64	(2,498)
Revenues / Funding Source				(41,044)	(43,312)
Investment Earnings				(500)	(500)
Other				(27,844)	(29,731)
Special Assessments				(12,700)	(13,081)
Expenses / Expenditure				41,108	40,814
Interdepartmental Charges				6,352	6,158
Non-cash expenditures				-	-
Non-recurring				11,000	10,900
Payroll Benefits & Taxes				353	353
Prof Services				103	103

Services & Supplies	3,476	811	2,900	2,900
Transfer Out	400	20,400	20,400	20,400
468 - CFD#2 TAX ZONE#6 - WALMART	198	1,496	903	(5,324)
Revenues / Funding Source	(26,643)	(27,049)	(49,827)	(54,155)
Investment Earnings	(51)	(92)	(300)	(300)
Other	-	-	(21,627)	(25,118)
Special Assessments	(26,592)	(26,957)	(27,900)	(28,737)
Expenses / Expenditure	26,841	28,545	50,730	48,831
Interdepartmental Charges	13,049	20,596	26,174	25,375
Non-cash expenditures	-	514	-	-
Non-recurring	-	-	20,000	18,900
Payroll Benefits & Taxes	355	403	353	353
Prof Services	1,755	-	103	103
Salaries & Wages	-	40	-	-
Services & Supplies	11,682	6,992	4,100	4,100
469 - SUI SUN CFD NO.3	(1,657)	3,614	200	(2,090)
Revenues / Funding Source	(68,796)	(69,734)	(71,103)	(73,193)
Investment Earnings	(81)	(76)	(100)	(100)
Other	-	-	(1,345)	(1,345)
Special Assessments	(68,715)	(69,658)	(69,658)	(71,748)
Expenses / Expenditure	67,139	73,348	71,303	71,103
Non-cash expenditures	-	27	-	-
Prof Services	2,076	-	2,100	2,100
Services & Supplies	1,263	2,998	3,000	3,000
Transfer Out	63,800	70,323	66,203	66,003
705 - VEH/EQUIP MAINTENANCE ISF	(61,099)	(28,393)	(443)	(226,520)
Revenues / Funding Source	(143,183)	(144,420)	(143,500)	(378,341)
Charges for Services	(142,600)	(142,600)	(142,600)	(148,300)
Intergovernmental	-	(853)	(900)	(900)
Investment Earnings	(583)	(457)	-	-
Other	-	(510)	-	(229,141)
Expenses / Expenditure	82,084	116,027	143,057	151,821
Interdepartmental Charges	24,784	26,058	30,555	28,693
Non-cash expenditures	-	4,629	-	-
Non-recurring	4,693	-	4,700	5,000
Payroll Benefits & Taxes	13,907	14,751	11,117	11,117
Personnel Services	-	1,200	2,079	2,079
Prof Services	-	-	-	-
Salaries & Wages	16,821	17,920	18,932	18,932
Services & Supplies	21,878	51,469	75,674	86,000
706 - VEH/EQUIP REPLACEMENT ISF	(108,488)	(25,961)	(727,328)	(578,355)
Revenues / Funding Source	(538,432)	(620,933)	(2,532,245)	(2,544,674)
Charges for Services	(522,500)	(616,610)	(787,571)	(800,000)
Investment Earnings	(2,987)	(3,980)	(28,600)	(28,600)
Other	-	(343)	(1,716,074)	(1,716,074)
Sales of Assets	(12,946)	-	-	-

Expenses / Expenditure	429,944	594,972	1,804,917	1,966,319
Capital Outlay	-	17,889	200,000	200,000
Contingency	-	-	1,229,300	1,229,300
Interdepartmental Charges	7,200	72,275	80,651	82,019
Non-cash expenditures	182,390	213,947	-	-
Services & Supplies	240,354	290,861	294,966	455,000
710 - NETWORK MAINTENANCE I.S. FUND	5,110	(76,732)	(72,332)	0
Revenues / Funding Source	(398,625)	(481,468)	(688,874)	(669,329)
Charges for Services	(392,900)	(468,934)	(377,429)	(216,338)
Franchise Fees	-	-	-	-
Intergovernmental	(5,642)	(11,750)	(10,000)	(10,000)
Investment Earnings	(83)	(785)	(3,000)	(3,000)
Other	-	-	(172,872)	(314,418)
Transfer In	-	-	(125,573)	(125,573)
Expenses / Expenditure	403,734	404,736	616,542	669,329
Contingency	-	-	-	-
Interdepartmental Charges	18,200	46,056	33,690	34,937
Non-cash expenditures	15,354	6,556	25,000	25,000
Non-recurring	6,093	19,842	49,000	99,000
Payroll Benefits & Taxes	92,681	63,997	101,421	84,820
Personnel Services	-	12,016	15,807	15,807
Prof Services	13,000	24,000	45,000	45,000
Salaries & Wages	154,067	132,639	222,124	240,265
Services & Supplies	104,339	99,630	124,500	124,500
712 - Dispatch - P/S	44,961	(28,663)	(233,041)	(0)
Revenues / Funding Source	(1,163,788)	(1,694,668)	(2,204,970)	(1,901,737)
Charges for Services	(1,125,656)	(1,494,138)	(1,738,644)	(1,435,411)
Intergovernmental	-	(158,984)	(405,043)	(405,043)
Investment Earnings	(55)	(216)	-	-
Licenses & Permits	(38,078)	(41,329)	(30,900)	(30,900)
Other	-	-	(30,383)	(30,383)
Transfer In	-	-	-	-
Expenses / Expenditure	1,208,749	1,666,005	1,971,929	1,901,737
Interdepartmental Charges	17,300	262,613	240,292	230,612
Non-cash expenditures	-	2,181	-	-
Non-recurring	8,807	21,270	67,000	67,000
Payroll Benefits & Taxes	353,244	412,492	475,401	434,565
Personnel Services	-	85,090	93,981	96,061
Prof Services	-	-	-	17,500
Salaries & Wages	662,151	710,383	845,555	806,299
Services & Supplies	167,247	171,976	249,700	249,700
713 - PW MAINTENANCE-INTERNAL SERVICE	113,557	2,635	87,403	45,400
Revenues / Funding Source	(1,044,524)	(1,527,288)	(2,372,768)	(2,309,797)
Charges for Services	(979,152)	(1,400,542)	(2,207,668)	(2,123,448)
Intergovernmental	(57,886)	(126,657)	(84,300)	(84,300)
Investment Earnings	(59)	(89)	-	-

Other	(7,427)	-	(800)	(22,049)
Transfer In	-	-	(80,000)	(80,000)
Expenses / Expenditure	1,158,081	1,529,923	2,460,170	2,355,197
Interdepartmental Charges	152,200	228,507	365,947	365,700
Non-cash expenditures	-	958	-	-
Non-recurring	108	3,947	232	232
Payroll Benefits & Taxes	483,023	501,419	763,119	689,012
Personnel Services	-	50,429	107,356	107,356
Prof Services	811	73	800	800
Salaries & Wages	454,484	643,051	1,094,830	1,055,043
Services & Supplies	67,454	101,539	127,886	137,054
715 - LIABILITY INSURANCE RESERVE FUND	219,470	(213,374)	(130,369)	50,000
Revenues / Funding Source	(338,641)	(874,914)	(1,340,454)	(1,434,184)
Charges for Services	(321,200)	(834,478)	(831,979)	(925,709)
Intergovernmental	-	(40,283)	(16,200)	(16,200)
Investment Earnings	-	(153)	-	-
Other	(17,441)	-	(492,275)	(492,275)
Expenses / Expenditure	558,111	661,539	1,210,085	1,484,184
Capital Outlay	-	-	-	50,000
Interdepartmental Charges	21,400	16,205	19,582	19,582
Non-cash expenditures	84,325	31,785	-	-
Non-recurring	50	-	216,600	225,000
Payroll Benefits & Taxes	19,096	16,011	22,348	17,452
Personnel Services	-	1,228	2,573	2,573
Prof Services	-	-	1,500	1,500
Salaries & Wages	33,342	35,828	43,777	43,777
Services & Supplies	399,899	560,482	903,705	1,124,300
Transfer Out	-	-	-	-
721 - RECREATION/COMMUNITY EVENTS	-	-	24,564	(36)
Revenues / Funding Source	-	-	(36)	(24,636)
Other	-	-	(36)	(24,636)
Expenses / Expenditure	-	-	24,600	24,600
Non-recurring	-	-	24,600	24,600
750 - WORKERS COMP SELF INSURANCE FUND	(17,173)	(165,787)	(510,009)	(411,726)
Revenues / Funding Source	(692,785)	(875,950)	(1,628,959)	(1,628,959)
Charges for Services	(686,415)	(870,559)	(817,357)	(817,357)
Intergovernmental	-	(1,191)	(1,200)	(1,200)
Investment Earnings	(6,103)	(2,200)	(8,600)	(8,600)
Other	(268)	(2,000)	(801,802)	(801,802)
Expenses / Expenditure	675,612	710,163	1,118,950	1,217,233
Contingency	-	-	250,000	250,000
Interdepartmental Charges	24,300	20,844	29,434	29,949
Non-cash expenditures	260,915	28,202	-	-
Non-recurring	427	2,116	600	10,000
Payroll Benefits & Taxes	41,240	22,726	42,813	37,581
Personnel Services	-	1,191	2,531	2,531

Prof Services	35,786	30,171	34,200	35,000
Salaries & Wages	33,115	97,097	312,772	312,772
Services & Supplies	279,828	507,818	446,600	539,400
765 - UNEMPLOYMENT SELF INSURANCE FUND	4,237	(5,701)	(2,413)	(2,938)
Revenues / Funding Source	(72,380)	(14,609)	(13,000)	(15,525)
Charges for Services	(12,380)	(14,609)	(13,000)	(15,000)
Other	-	-	-	(525)
Transfer In	(60,000)	-	-	-
Expenses / Expenditure	76,616	8,908	10,587	12,587
Interdepartmental Charges	300	484	2,587	2,587
Prof Services	-	-	-	-
Services & Supplies	76,316	8,424	8,000	10,000
901 - Successor Agency/Administration Fund	34,123	46,333	(9,324)	(154,204)
Revenues / Funding Source	(243,062)	(250,000)	(250,000)	(394,198)
Intergovernmental	(243,062)	(250,000)	(250,000)	(250,000)
Other	-	-	-	(144,198)
Expenses / Expenditure	277,185	296,333	240,676	239,994
Interdepartmental Charges	58,100	56,829	41,919	41,417
Non-recurring	8	-	3,000	3,000
Payroll Benefits & Taxes	60,068	54,204	49,770	49,015
Personnel Services	-	8,024	7,553	7,553
Prof Services	23,849	35,927	14,699	14,699
Salaries & Wages	131,998	138,083	120,335	120,909
Services & Supplies	3,162	3,266	3,400	3,400
902 - RDA Obligation Retirement Fund	(3,318,733)	389,613	(74,393)	(3,649,376)
Revenues / Funding Source	(5,605,759)	(7,018,728)	(6,213,894)	(9,788,456)
Intergovernmental	(5,555,221)	(6,742,155)	(6,208,894)	(6,208,894)
Investment Earnings	(50,538)	(62,319)	(5,000)	(5,000)
Other	-	(214,254)	-	(3,574,562)
Sales of Assets	-	-	-	-
Expenses / Expenditure	2,287,026	7,408,342	6,139,501	6,139,080
Debt Interest Payment	2,096,945	1,976,855	1,702,325	1,702,325
Debt Principal Payment	-	-	3,663,550	3,663,550
Interdepartmental Charges	6,401	9,074	13,799	13,378
Non-cash expenditures	-	2,757,373	-	-
Non-recurring	-	2,140,155	-	-
Prof Services	54,348	36,270	28,927	28,927
Salaries & Wages	22,104	27,404	55,700	55,700
Services & Supplies	107,229	461,210	675,200	675,200
903 - SA-HOUSING	84,482	(1,103,037)	(998,896)	(3,932,232)
Revenues / Funding Source	(265,965)	(1,543,399)	(1,688,127)	(4,622,775)
Charges for Services	(1,000)	(10,750)	(2,000)	(2,000)
Investment Earnings	(31,012)	(29,294)	(8,000)	(8,000)
Other	(233,953)	(572,742)	(1,671,827)	(4,606,475)
Sales of Assets	-	(922,838)	-	-
Transfer In	-	(7,775)	(6,300)	(6,300)

Expenses / Expenditure	350,447	440,361	689,231	690,543
Interdepartmental Charges	31,335	55,893	55,950	55,987
Non-recurring	-	500	25,200	25,200
Payroll Benefits & Taxes	111,425	105,037	126,282	126,407
Personnel Services	-	13,600	20,445	20,445
Prof Services	33,479	64,513	137,400	137,400
Salaries & Wages	166,525	193,851	315,104	316,253
Services & Supplies	7,683	6,969	8,850	8,850
907 - ALMOND GARDENS-PROPERTY MANAGEMENT	(68,964)	(8,560)	14,076	20,898
Revenues / Funding Source	(443,793)	(476,141)	(519,025)	(512,568)
Charges for Services	(440,857)	(469,095)	(363,600)	(363,600)
Fines & Forfeitures	-	(840)	-	-
Investment Earnings	(437)	(87)	-	-
Other	(2,499)	(6,119)	(155,425)	(148,968)
Expenses / Expenditure	374,829	467,582	533,101	533,466
Contingency	-	-	250,000	250,000
Interdepartmental Charges	8,000	14,575	13,501	13,866
Non-cash expenditures	-	8,729	-	-
Non-recurring	1,532	995	-	-
Prof Services	60,626	54,134	88,400	88,400
Salaries & Wages	-	13,722	-	-
Services & Supplies	239,671	310,428	116,200	116,200
Transfer Out	65,000	65,000	65,000	65,000
908 - RDA ASSET MANAGEMENT	(95)	44,467	(10,759)	(47,901)
Revenues / Funding Source	(58,883)	(11,962)	(85,000)	(116,302)
Charges for Services	(49,582)	(2,352)	(74,000)	(74,000)
Fines & Forfeitures	-	-	(700)	(700)
Investment Earnings	(0)	(310)	(1,000)	(1,000)
Other	-	-	(26,802)	(26,802)
Transfer In	(9,300)	(9,300)	(9,300)	(13,800)
Expenses / Expenditure	58,787	56,429	74,241	68,401
Debt Principal Payment	3,207	3,207	3,200	3,200
Interdepartmental Charges	3,487	2,904	3,491	3,451
Non-recurring	-	-	-	-
Services & Supplies	52,094	50,319	67,550	61,750
Transfer Out	-	-	-	-
909 - MARINA	677,985	268,285	(1,121,160)	(1,133,844)
Revenues / Funding Source	(326,374)	(468,937)	(1,886,701)	(1,886,701)
Charges for Services	(259,881)	(253,000)	(251,000)	(251,000)
Fines & Forfeitures	(411)	(758)	(1,240)	(1,240)
Intergovernmental	(55,000)	(210,115)	(330,000)	(330,000)
Investment Earnings	(11,073)	(278)	(3,000)	(3,000)
Other	(10)	(30)	(751,961)	(751,961)
Transfer In	-	(4,756)	(549,500)	(549,500)
Expenses / Expenditure	1,004,360	737,221	765,541	752,857
Capital Outlay	604,940	318,557	330,000	330,000

Contingency	-	-	-	-	-
Debt Principal Payment	17,505	17,505	17,500	-	17,500
Interdepartmental Charges	30,200	54,454	54,030	54,053	54,053
Non-cash expenditures	-	6,220	-	-	-
Non-recurring	29,641	5,301	7,500	7,500	7,500
Payroll Benefits & Taxes	84,198	73,587	67,140	63,898	63,898
Personnel Services	-	8,363	8,524	8,524	8,524
Prof Services	-	-	500	500	500
Salaries & Wages	133,355	144,402	153,648	144,182	144,182
Services & Supplies	100,913	108,832	126,700	126,700	126,700
Transfer Out	3,608	-	-	-	-
919 - MARINA FUEL	(64,472)	(42,194)	417,343	420,767	420,767
Revenues / Funding Source	(116,734)	(88,447)	(195,765)	(185,765)	(185,765)
Charges for Services	(115,691)	(87,362)	(91,000)	(81,000)	(81,000)
Investment Earnings	(699)	(93)	(200)	(200)	(200)
Other	(345)	(341)	(103,865)	(103,865)	(103,865)
Transfer In	-	(651)	(700)	(700)	(700)
Expenses / Expenditure	52,263	46,254	613,108	606,532	606,532
Interdepartmental Charges	1,500	1,085	1,082	4,505	4,505
Non-cash expenditures	-	1,681	-	-	-
Non-recurring	-	-	2,500	2,500	2,500
Payroll Benefits & Taxes	8,241	6,451	6,320	6,320	6,320
Personnel Services	-	1,180	1,438	1,438	1,438
Salaries & Wages	13,459	13,774	13,869	13,869	13,869
Services & Supplies	29,062	22,082	42,900	32,900	32,900
Transfer Out	-	-	545,000	545,000	545,000
932 - SECTION 8 - HOUSING CHOICE	87,548	80,223	(3,800)	(9,977)	(9,977)
Revenues / Funding Source	(2,283,003)	(2,197,379)	(2,505,800)	(2,511,977)	(2,511,977)
Intergovernmental	(2,283,003)	(2,197,379)	(2,505,100)	(2,505,100)	(2,505,100)
Investment Earnings	-	-	(700)	(700)	(700)
Other	-	-	-	(6,177)	(6,177)
Expenses / Expenditure	2,370,551	2,277,602	2,502,000	2,502,000	2,502,000
Services & Supplies	2,370,551	2,277,602	2,502,000	2,502,000	2,502,000
935 - CDBG (FEDERAL)	-	-	-	(27,685)	(27,685)
Revenues / Funding Source	-	-	-	(27,685)	(27,685)
Other	-	-	-	(27,685)	(27,685)
937 - 2002 HOME REHABILITATION	(1,855)	2,041	(29,700)	(319,092)	(319,092)
Revenues / Funding Source	(1,855)	(3,755)	(29,700)	(319,092)	(319,092)
Charges for Services	(1,800)	(3,000)	(25,800)	(25,800)	(25,800)
Investment Earnings	(55)	(755)	(3,900)	(3,900)	(3,900)
Other	-	-	-	(289,392)	(289,392)
Expenses / Expenditure	-	5,797	-	-	-
Non-cash expenditures	-	5,797	-	-	-
Services & Supplies	-	-	-	-	-
945 - HOUSING AUTHORITY - ADMINISTRATION FUND	39,810	72,412	(47,483)	(49,683)	(49,683)
Revenues / Funding Source	(295,949)	(276,725)	(290,825)	(290,825)	(290,825)

Intergovernmental	(295,380)	(269,087)	(262,700)	(262,700)
Investment Earnings	-	-	(700)	(700)
Other	(569)	-	(19,425)	(19,425)
Transfer In	-	(7,638)	(8,000)	(8,000)
Expenses / Expenditure	335,759	349,137	243,342	241,142
Interdepartmental Charges	34,866	41,676	43,248	41,048
Non-recurring	14,703	15,778	3,000	3,000
Payroll Benefits & Taxes	103,697	98,839	66,473	66,473
Personnel Services	-	10,712	11,100	11,100
Prof Services	6,746	13,757	7,300	7,300
Salaries & Wages	135,510	133,284	73,420	73,420
Services & Supplies	40,236	35,091	38,800	38,800
946 - HUD CARES Admin	(0)	-	7,450	7,450
Revenues / Funding Source	(13,768)	(31,767)	-	-
Intergovernmental	(13,768)	(31,767)	-	-
Investment Earnings	-	-	-	-
Other	-	-	-	-
Expenses / Expenditure	13,768	31,767	7,450	7,450
Non-recurring	1,786	830	-	-
Payroll Benefits & Taxes	-	10,008	-	-
Personnel Services	-	924	-	-
Prof Services	106	249	200	200
Salaries & Wages	10,053	15,200	7,000	7,000
Services & Supplies	1,823	4,556	250	250
974 - THEATER	4,094	5,229	36,939	6,890
Revenues / Funding Source	(51)	(100)	(5,561)	(35,610)
Charges for Services	-	-	(3,600)	(3,600)
Investment Earnings	(51)	(100)	(500)	(500)
Other	-	-	(1,461)	(31,510)
Transfer In	-	-	-	-
Expenses / Expenditure	4,145	5,329	42,500	42,500
Capital Outlay	684	-	38,400	38,400
Debt Principal Payment	3,461	3,461	3,500	3,500
Non-cash expenditures	-	631	-	-
Non-recurring	-	-	-	-
Services & Supplies	-	1,237	600	600
(blank)	-	-	-	-
(blank)	-	-	-	-
(blank)	-	-	-	-
Grand Total	(412,236)	(6,301,943)	(18,118,148)	(20,808,573)

AGENDA TRANSMITTAL

MEETING DATE: June 6, 2023

CITY AGENDA ITEM: Council Adoption of Resolution No. 2023-____: A Resolution of the City Council of the City of Suisun City, Declaring Certain City-Owned Real Property Located at 318 Merganser Drive, in the City Of Suisun City (APN: 0173-010-230) To Be Surplus and Authorizing Offers of Said Property For Purchase or Lease and Finding of Exemption From CEQA.

FISCAL IMPACT: Proceeds from the sale of the property will go to the General Fund.

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

BACKGROUND:
Surplus Land Act

The Surplus Land Act, codified as Sections 54220 through 54232 of the Government Code (“Act”), governs the disposition of land owned by public agencies. The purpose of the Act is to preserve public agency property for use as low and moderate income housing, park and recreational purposes, transportation, and education. (Gov. Code § 54220.) Public agency-owned land must be declared either “surplus” or “exempt surplus” before the agency can dispose of the land. Land that is determined to be no longer necessary for the agency’s use and that does not fall under one of the enumerated exemptions is “surplus land,” and the agency must follow a specific process for its disposition, which includes making the property available to affordable housing developers.

Offering the Surplus Property to Various Local Agencies

Once the City has declared a property surplus, it must first issue a Notice of Availability to various public agencies and housing sponsors, as required by Section 54222 of the Government Code. The entities to be notified include housing sponsors and certain public entities for the purposes of developing low and moderate income housing, park and recreation departments where the land is situated, regional park authority and school districts.

If one of the public agencies or housing sponsors desires to purchase the property after having received notice, it must indicate its intent to do so in writing within 60 days of receiving the notice, and the City and the other local agency or housing sponsor must enter into “good faith negotiations” with the interested public agency or housing sponsor for a period of 90 days. (Gov. Code § 54223.) If the price or terms cannot be agreed upon after 90 days, the City can dispose of the Property after giving notice to the state Department of Housing and Community Development and taking a few additional steps including recording a deed restriction.

Generally, the price paid by the buyer will be the fair market value. The City is not required to accept an offer for less than fair market value but is permitted to do so under the Surplus Property laws. (Gov. Code § 54226.)

Offering the Surplus Property to the General Public

In the event that none of the local agencies or housing sponsors offer to purchase the Property, or if the City and an interested buyer do not reach an agreement on the terms and conditions of purchase/sale, Staff recommends that the Property be offered for sale to the general public. The final proposed sale of the Property will be brought before the City Council for approval.

Environmental Review

The disposal of the Property as surplus property is exempt from the California Environmental Quality Act pursuant to California Code of Regulation, Title 14, section 15312.

STAFF REPORT:

Property Description

The Property consists of approximately 0.32 acres and is located at 318 Merganser Drive (APN 0173-010-230). The Property is developed with a 4,800-square-foot building, formerly the Suisun City Senior Center, as well as landscaping and improved parking.

The City has no need for the Property for internal City use, and there is no present or contemplated use. Accordingly, staff's recommendation is that the City Council declare the Property as surplus to the needs of the City, and offer it for sale, in accordance with the requirements of the Surplus Land Act.

STAFF RECOMMENDATION: It is recommended that the City Council approve Resolution No. 2023-____: A Resolution of the City Council of Suisun City, Declaring Certain City-Owned Real Property Located at 318 Merganser Drive, in the City of Suisun City (APN: 0032-200-330), to be Surplus and Authorizing Offers of Said Property for Purchase or Lease and Finding of Exemption From CEQA.

DOCUMENTS ATTACHED:

1. Resolution No. 2023-____: A Resolution of the City Council of Suisun City, Declaring Certain City-Owned Real Property Located at 318 Merganser Drive, in the City of Suisun City (APN: 0032-200-330), to be Surplus and Authorizing Offers of Said Property for Purchase or Lease and Finding of Exemption From CEQA.
2. PowerPoint Presentation

PREPARED BY:

Gina Chung, Deputy City Attorney

REVIEWED BY:

Greg Folsom, City Manager

APPROVED BY:

Greg Folsom, City Manager

ATTACHMENTS:

- 1 [Resolution Declaring Certain City-Owned Property Located at 318 Merganser Drive.pdf](#)
- 2 [Surplus Land Act PowerPoint.pdf](#)

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Section 4. The disposal of the Property is found to be exempt from the California Environmental Quality Act pursuant to California Code of Regulation, Title 14, section 15312 ("CEQA"). The City Clerk is directed to file a Notice of Exemption pursuant to CEQA Guidelines section 15062, if applicable.

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

Section 6. This Resolution shall be effective upon its adoption. The City Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, June 6, 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 this 6th of June 2023:

Anita Skinner
City Clerk

Exhibit A: Legal Description of Property

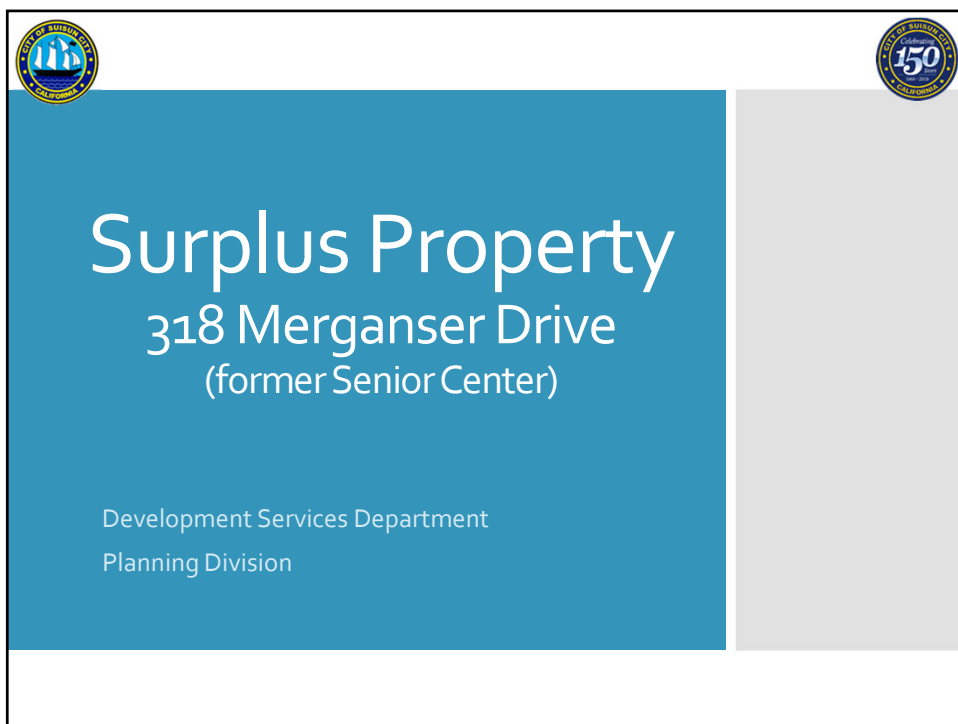
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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

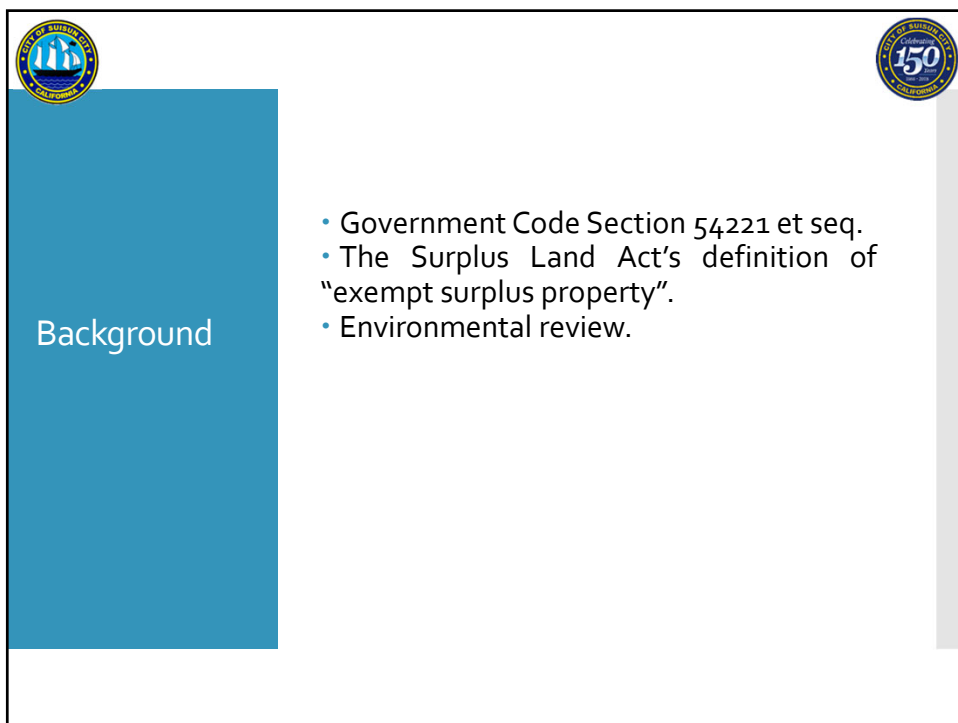
That certain real property in the City of Suisun City, County of Solano, State of California
legally described as follows:

PARCEL C, AS SHOWN ON THE PARCEL MAP, LANDS OF THE CITY OF SUISUN
CITY, FILED FOR RECORD SEPTEMBER 18, 1986, IN BOOK 30 OF PARCEL MAPS,
AT PAGE 15, SOLANO COUNTY RECORDS

APN: 0173-010-230



1



2



Subject Property 318 Merganser Drive



3



Analysis and Next Steps

- 318 Merganser Drive (APN 0173-010-230)
- The property meets the definition of "surplus" property because it is not necessary for the City's use as defined pursuant to the amended SLA.
- As the property is not "exempt" per the amended SLA, the City must first declare it surplus and provide the notices described above before engaging in negotiations with a potential buyer.

4



Recommendation

- It is recommended that the City Council declare the property surplus and allow for the proper notification process to begin.