

CITY COUNCIL
Alma Hernandez, Mayor
Jenalee Dawson, Mayor Pro Tem
Amit Pal, Councilmember
Parise Shepherd, Councilmember
Princess Washington, Councilmember



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 SUISUN CITY HOUSING AUTHORITY
TUESDAY, APRIL 28, 2026
6:00 PM

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

6:00 P.M. REGULAR MEETING

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

*ZOOM MEETING INFORMATION:
WEBSITE: <https://zoom.us/join>
MEETING ID: : 852 6657 5847
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. – 827)
(Next City Council Res. No. 2026 – 52)
Next Suisun City Council Acting as Successor Agency Res. No. SA2026 - 04
(Next Housing Authority Res. No. HA2026 – 03)

CALL TO ORDER

Mayor Hernandez

ROLL CALL

Council / Board Members

PLEDGE OF ALLEGIANCE

INVOCATION

APPROVAL OF REORDERING OF AGENDA

CONFLICT OF INTEREST NOTIFICATION

(Any items on the regular meeting 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 - (Prebula: Bprebula@suisun.com).
2. City Attorney Report - (Enright).

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

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

(Comments are limited to no more than 3 minutes)

CONSENT CALENDAR

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

City Council

3. City Council Adoption of Resolution No. 2026-__ : Authorizing the City Manager to Execute a Twenty-Year General Lease – Public Agency Use with the California State Lands Commission for the Suisun Slough Promenade and Wetland Area - (Hull: Jhull@suisun.com).
4. Council Second Reading and Adoption of Ordinance No. 2026-826: Repealing and Replacing in its Entirety Chapter 5.34 (Vendors) and Repealing and Replacing in its Entirety Chapter 18.56 (Mobile Food Vendors) of the Suisun City Municipal Code - (City Attorney).

PUBLIC HEARING

NONE

GENERAL BUSINESS

City Council

5. Council Adoption of Resolution No. 2026-__ : Authorizing the City Manager to Execute a Side Agreement for a 24-month Forbearance Suspending Monthly Lease Obligations from Solano Yacht Club (Lessee), located at 703 Civic Center Boulevard, to the City of Suisun City (Lessor) to Defray Costs of Maintenance Improvements and Upgrades and that the Action is Exempt from the California Environmental Quality Act (CEQA) - (Caperton:

Rcaperton@suisun.com).

6. Council Discussion and Feedback on the Community Conversation Program Related to the Suisun City Expansion Plan - (Prebula: Bprebula@suisun.com).
7. Council Adoption of Resolution No. 2026-___: Establishing an Ad Hoc Committee of the City Council to Provide Ongoing Policy Guidance to Staff and Legal Counsel in the Negotiation of a Development Agreement between the City of Suisun City and California Forever for the Suisun City Expansion Exploration - (Prebula: Bprebula@suisun.com).

Joint City Council / Housing Authority

8. Authority Adoption of No. HA 2026-__ Authorizing the Executive Director to Execute a Loan Payoff, Subordination Release, and Property Sale Cooperation Agreement with Bay Homes Development Corporation Relating to the Property Located at 1450-1464 Humphrey Drive, Suisun City, California, and Authorizing Related Actions - (City Attorney).

COUNCIL UPDATES

INFORMATIONAL REPORTS: (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, Ashley Nash, Administrative Assistant II for the City of Suisun City, declare under penalty of perjury that the above agenda was posted and available for review, in compliance with the Brown Act.

AGENDA TRANSMITTAL

MEETING DATE: April 28, 2026

AGENDA ITEM: City Council Adoption of Resolution No. 2026-__ : Authorizing the City Manager to Execute a Twenty-Year General Lease – Public Agency Use with the California State Lands Commission for the Suisun Slough Promenade and Wetland Area.

FISCAL IMPACT: None.

STRATEGIC PLAN: Sustainability and Stewardship.

BACKGROUND: The City of Suisun City maintains and operates improvements along Suisun Slough, including wetland habitat areas, a public promenade, and shoreline bank protection. These improvements are located on sovereign lands under the jurisdiction of the California State Lands Commission.

The proposed General Lease – Public Agency Use authorizes the continued use and maintenance of these existing public improvements located adjacent to 703 Civic Center Boulevard within APN 0032-180-410.

The lease area includes shoreline property along Suisun Slough, as illustrated in Exhibit B (site map), and supports public access, habitat preservation, and shoreline stabilization.

STAFF REPORT: The California State Lands Commission has prepared a General Lease – Public Agency Use (Lease No. 7846) for a term of twenty (20) years, beginning April 7, 2026, and ending April 6, 2046.

The lease authorizes the continued use and maintenance of:

- Existing wetland habitat
- Public promenade
- Bank protection improvements

The lease is issued for public benefit purposes and does not require monetary rent, recognizing the public access, environmental preservation, and recreational value provided by the site.

Key provisions of the lease include:

- The site remains subject to the Public Trust Doctrine, ensuring continued public access and use for recreation, navigation, and environmental purposes.
- The City is responsible for maintaining the site in a safe, clean, and environmentally compliant condition.
- Activities on the site must minimize disturbance and prevent pollution of sovereign lands and waterways.

Approval of this lease ensures the City maintains legal authorization to operate and maintain these shoreline improvements, which provide important recreational, environmental, and aesthetic benefits to

the community.

STAFF RECOMMENDATION: Staff recommends that the City Council adopt Resolution No. 2026-____ Authorizing the City Manager to Execute a Twenty-Year General Lease – Public Agency Use with the California State Lands Commission for the Suisun Slough Promenade and Wetland Area.

DOCUMENTS ATTACHED:

1. City Council Adoption of Resolution No. 2026-__: Authorizing the City Manager to Execute a Twenty-Year General Lease – Public Agency Use with the California State Lands Commission for the Suisun Slough Promenade and Wetland Area
2. Lease Agreement

PREPARED BY:	Janet Hull, Recreation, Parks and Marina Director
REVIEWED BY:	Janet Hull, Recreation, Parks & Marina Department Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. [Suisun Slough Promenade and Wetland Area Resolution](#)
2. [Lease Agreement](#)

RESOLUTION NO. 2026-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A TWENTY-YEAR GENERAL
LEASE – PUBLIC AGENCY USE WITH THE CALIFORNIA STATE LANDS
COMMISSION FOR THE SUISUN SLOUGH PROMENADE AND WETLAND AREA**

WHEREAS, the City of Suisun City maintains public improvements along Suisun Slough, including wetland habitat, a public promenade, and shoreline bank protection; and

WHEREAS, these improvements are located on sovereign lands under the jurisdiction of the California State Lands Commission; and

WHEREAS, the California State Lands Commission has prepared General Lease No. 7846, authorizing the continued use and maintenance of these public improvements for a term of twenty (20) years, beginning April 7, 2026 and ending April 6, 2046; and

WHEREAS, the lease is issued for public use and benefit and does not require monetary rent at this time, while reserving the right for the State to establish rent in the future; and

WHEREAS, the lease ensures continued public access, environmental stewardship, and shoreline protection consistent with Public Trust requirements; and

WHEREAS, approval of this lease is necessary to maintain legal authorization for the City’s continued use and maintenance of these shoreline improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby authorizes the City Manager to execute a Twenty-Year General Lease – Public Agency Use with the California State Lands Commission for the Suisun Slough Promenade and Wetland Area.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City duly held on Tuesday, the 28th day of April, 2026, 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 28th day of April 2026.

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

A.P.N.: 0032-180-410 SPACE ABOVE THIS LINE FOR RECORDER'S USE

County: Solano

LEASE 7846

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 |

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 the **City of Suisun City**, 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 – Public Agency Use

LAND TYPE:

Sovereign

LOCATION:

Suisun Slough, adjacent to 703 Civic Center Boulevard, Suisun, Solano County, as described in Exhibit A attached and by this reference made a part hereof.

LAND USE OR PURPOSE:

Use of wetland habitat with public promenade and bank protection

TERM:

20 years; beginning April 7, 2026; ending April 6, 2046, unless sooner terminated as provided under this Lease.

CONSIDERATION:

The public use and benefit, with the State reserving the right to set a monetary rent if the Commission finds such an action to be in the State’s best interest; subject to modification by Lessor as specified in Paragraph 2.6 of Section 3 – General Provisions.

AUTHORIZED IMPROVEMENTS:

EXISTING: Wetland habitat with public promenade and bank protection

TO BE CONSTRUCTED: N/A

LIABILITY INSURANCE: \$0

SURETY BOND OR OTHER SECURITY: \$0



SECTION 2: SPECIAL PROVISIONS

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

1. The land described in Exhibit A of the Lease is subject to the Public Trust and is presently available to members of the public for recreational, waterborne commerce, navigation, fisheries, open space, and any other recognized Public Trust uses. Lessee's authorized activities and use of the Lease Premises shall not interfere or limit the Public Trust rights of the public.
2. Disturbance of the property under the Commission's jurisdiction shall be kept to a minimum area consistent with the nature and purpose of the proposed action, and the Lessee shall take all necessary and appropriate precautions to prevent littering or pollution on sovereign lands, waterways, and adjoining properties.
3. Section 3, Paragraph 7.3 does not apply to this lease.

[Remainder of page left blank intentionally.]

Section 3: General Provisions

Paragraph 1: Definitions

"Applicable Laws" are all local, state, and federal statutes, regulations, rules, codes (including building codes), ordinances, judgments, orders, notice requirements, and other requirements of governmental authorities pertaining to the use or condition of the Lease Premises and the conduct of Lessee's business thereon in effect as of the date of execution of this Lease or subsequently enacted and lawfully applied hereto.

"Damages" are 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 Applicable Laws, Environmental Laws, a court order, or applicable provisions of a Regulatory Agency. The term "Damages" also includes those Damages that arise as a result of strict liability, whether arising under Environmental Laws or otherwise.

"Environmental Laws" are any and all federal, state, or local environmental, health, or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits, or permit conditions, treaties and conventions, currently existing and as amended, enacted, issued, or adopted in the future that are or become applicable to Lessee, and the Lease Premises with respect to: (a) the protection, preservation, or clean-up of the environment, wildlife, habitat, or natural resources; (b) the use, treatment, storage, transportation, handling, or disposal of Hazardous 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; or (e) the health and safety of persons or property.

"Hazardous Materials" are any chemical, substance, material, controlled substance, object, condition, waste, living organism, or combination thereof that is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, tobacco smoke, petroleum and petroleum products, asbestos, radon, polychlorinated

biphenyls (PCBs), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms, or combinations thereof that are now or become in the future listed, defined, or regulated in any manner by any Environmental Laws based on, directly or indirectly, such properties or effects.

“Improvements” are any modification, alteration, addition, or removal of any material and any other action that changes the condition of the Lease Premises from the natural state, whether situated above, on, or under the Lease Premises. Improvements include any construction situated on or placement of material within the Lease Premises regardless of value.

“Lease” is this document together with all subsequent amendments and exhibits.

“Major Repairs” means any work that requires a permit or approval from other agencies, requires environmental review, or requires rebuilding or replacing any of the authorized Improvement(s).

“Mineral Resources” includes timber, crops, sand, oil, gas, hard rock minerals and other mineral deposits as defined in Public Resources Code section 6407.

“Natural Resources” are all of the flora and fauna native to both the upland terrestrial, fresh water, coastal and marine ecosystems within, and adjacent to, the lease premises.

“Public Trust” means the constitutional, statutory, and common law doctrine providing the state’s sovereign authority over the navigable waters of the state, including the tidelands and submerged lands underlying those waters that are held in trust for the benefit of all the people of the state and for purposes that include maritime or water-dependent commerce, navigation, fisheries, the preservation of lands in their natural state for scientific study, open space, wildlife habitat, and water-oriented recreation.

“Repairs” means work to maintain the Lease Premises and Improvements thereon in good, safe, and clean condition. Repairs are work that is minor in scope, do not require obtaining permits, approvals, or authorizations from other agencies, such as building permits, and do not require environmental review under State or Federal environmental laws.

Paragraph 2: Rent

2.1. **Absolute Triple Net Lease.** This Lease is an absolute triple net lease, meaning Lessor has no obligation with respect to the payment of taxes, insurance, the cost of maintenance, utilities, repairs, or other costs or obligations associated

with the Leased Premises, except as expressly stated herein.

2.2. Payment of Rent. Lessee must pay rent annually, on or before each anniversary of this Lease unless this Lease specifies a different rent schedule. The first installment is due on the beginning date of this Lease or within 60 days of Lessor authorizing the Lease at a public meeting, whichever is later. Rent is due each year in advance. Should Lessee submit payments that are less than the full amount of rent due under this Lease, Lessor may provide a supplemental billing invoice. Rent will not be refunded or prorated if Lessee discontinues use of the Lease Premises during the term.

2.3. Place for Payment. All payments under this Lease must be submitted to Lessor's principal office as specified in this Lease. Lessee may contact Lessor's accounting staff for Lessor's current practices for payment by credit card or electronic fund transfer.

2.4. Courtesy Invoices. Lessor may send courtesy invoices to the address on file for Lessee at least thirty (30) days before a rent payment is due. Lessor's failure to, or delinquency in, providing invoices will neither excuse Lessee from paying rent nor extend the time for paying rent. If Lessor does not send a courtesy invoice, Lessee must submit rent in the amount of the prior year's rent when due and contact Lessor within thirty (30) days to determine the balance due.

2.5. Penalties and Interest. Penalties for late payments of any amounts due under this Lease and interest thereon are as provided in Title 2, California Code of Regulations section 1911(b). Timeliness of receipt of remittances shall be as provided in Title 2, California Code of Regulations section 1911(a).

2.6. Annual Adjustment of Rent. The rent specified in Section 1 of this Lease will be adjusted annually by the Consumer Price Index as specified in Title 2, California Code of Regulations section 1900(m) & (n) unless otherwise specified in this Lease.

2.7. Review of Non-Monetary Consideration. If rent is discounted or waived pursuant to Title 2, California Code of Regulations section 2003(e)(4), Lessor may review such determination at any time and set a monetary rental. 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 the rent is changed, whichever provides more notice.

2.8. Periodic Rent Review. Lessor may modify the method, amount, or rate of consideration effective on each tenth anniversary of the beginning date of this Lease, in addition to the last two years of the Lease as provided in Provision 14.4 below. Lessor shall consider the factors provided in Title 2, California Code of

Regulations section 2003(d) when determining whether a rent modification is appropriate and which rental method listed in section 2003(a) should apply. Should Lessor fail to exercise such right effective on any tenth anniversary, it may do so on any one (1) of the next nine (9) anniversaries following such tenth anniversary, without prejudice to its right to modify rent on the next or any succeeding tenth 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.

2.9. If Lessor elects to prepare an appraisal to establish a new 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 and applicable appraisal standards as they are adopted from time to time by the Appraisal Standards Board of the Appraisal Foundation, and Lessor's Appraisal Guidelines.

2.10. **Books and Records.** Lessee must keep and maintain full and accurate accounting books and records of transactions from the Lease Premises in accordance with generally accepted accounting principles for at least the five (5) prior years. The accounting books and records kept and maintained by Lessee for audit purposes must include all records, receipts, journals, ledgers, and documents reasonably necessary to enable Lessor or its auditors to perform a complete and accurate audit of gross sales and exclusions from gross sales in accordance with generally accepted accounting principles. Lessee must also maintain an original receipt for the payment of taxes, assessments, or installments and deliver such to Lessor upon request.

2.11. **Report of Gross Income.** On Lessor's request, Lessee must submit a Report of Gross Income on a form provided by Lessor for the prior five (5) years. This report together with supporting documentation (hereinafter collectively referred to as "Income Reports") must include all business operations located on or over the Lease Premises. The gross income of sublessees and all others generating income on the Lease Premises must be reported separately and with sufficient organization and detail so that Lessor can identify the source of all gross income generated on the Lease Premises.

2.12. **Audits.** On not less than ten (10) days' prior written notice to Lessee, Lessor

may cause an audit to be made of the Income Reports and all of Lessee's records and accounting books necessary (in Lessor's judgment) to audit such items. Lessee will make all such books and records available for the audit at the Lease Premises or at Lessor's offices. If the audit discloses an underpayment of Rent, Lessee will immediately pay to Lessor the amount of the underpayment with "Interest" (as provided in Paragraph 2.5), which will accrue from the date the payment should have been made through and including the date of payment. If the audit discloses an underreporting of rent in excess of two percent (2%) of the reported Gross Income, then Lessee will also immediately pay to Lessor all reasonable costs and expenses incurred in the audit and in collecting the underpayment, including auditing costs and attorney fees. If the audit discloses an overpayment of Rent, Lessee will be entitled to a credit in the amount of the overpayment against the next rent payment(s).

Paragraph 3: Surety

3.1. Lessee to Obtain Surety. Lessee shall provide a surety bond or other security device acceptable to Lessor when required by Section 1 of this Lease. Such security shall be for the specified amount, name the State of California, California State Lands Commission, as the assured, and guarantee to Lessor the faithful observance and performance by Lessee of all the terms, covenants, and conditions of this Lease.

3.2. Lessor's Modification of Surety. 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: (i) if any additional Improvements or activities are authorized on the Lease Premises; (ii) if Lessee modifies any existing Improvements such that the cost for removal of such Improvements is increased; (iii) when a periodic rent review is conducted under section 2.8; (iv) on each fifth anniversary of this Lease, (v) Lessor determines it is in the best interest of the state; (v) within the last two years of the Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one of the next four anniversaries without prejudice to its right to modify the surety on the next fifth anniversary or as otherwise provided above. Lessor will provide at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of the surety is considered, or thirty (30) days' notice prior to the effective date of the increase.

3.3. Lessee's Modification of Surety. Any security device required under this Lease must be maintained at all times during the Lease term. Lessee must first seek approval of Lessor before changing the surety holder or the type of security device used.

Paragraph 4: Insurance

4.1. **Lessee Must Insure Lease Premises.** Lessee must obtain and maintain in full force and effect during the term of this Lease comprehensive general liability insurance and property damage insurance against any and all claims or liability arising out of the ownership, use, occupancy, condition, or maintenance of the Lease Premises and all Improvements. The coverage limit must be no less than the amount specified in Section 1 of this Lease.

4.2. **Insurance Policy Requirements.** The insurance policy must identify the Lease by its assigned number. The coverage provided must be primary and non-contributing. Lessee must keep such policy current. Lessor must be named as a "certificate holder" or an "additional interest" on the policy. Lessee must provide Lessor with a current certificate of insurance at all times. At Lessor's request, Lessee must 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.

4.3. **Notice to Lessor.** Lessee shall notify Lessor within five (5) business days if the insurance is canceled for any reason and shall act diligently to replace the insurance. Failure to timely replace the insurance may result in a default of the lease.

4.4. **Modification.** Lessor may require an increase in the amount of the insurance to cover any additionally authorized Improvements, any modification of consideration, or to provide for inflation or other increased need. Insurance coverage may be increased: (i) if any additional Improvements or activities are authorized on the Lease Premises; (ii) if Lessee modifies any existing Improvements or intensity of use; (iii) when a periodic rent review is conducted under section 2.8; (iv) on each fifth anniversary of this Lease; (v) Lessor determines it is in the best interest of the state; (vi) within the last two years of the Lease. Should Lessor fail to exercise such right effective on any fifth anniversary, it may do so effective on any one of the next four anniversaries without prejudice to its right to modify insurance requirements on the next fifth anniversary. Lessor will provide at least thirty (30) days' notice prior to the date of the Commission meeting wherein the modification of insurance is considered, or thirty (30) days' notice prior to the effective date of the increase.

Paragraph 5: Taxes, Assessments, and Fees

5.1. **Revenue and Tax Code Section 107.6 Statement.** Issuance of this Lease creates a possessory interest that may be subject to property taxation. The Lessee may be subject to, and is solely responsible for, any possessory interest

taxes levied on the leasehold interest.

5.2. **Lessee to Pay All Taxes, Assessments, and Fees.** In addition to any Rent due under this Lease, Lessee must pay when due all real and personal property taxes imposed on or associated with the Lease Premises during the term of this Lease. This includes, without limitation: possessory interest taxes, assessments, special assessments, user fees, and service charges. If this Lease begins or ends during a tax year, Lessee must pay the taxes, assessments, and fees for the portion of the tax year the Lease was in effect.

5.3. **Reimbursement Agreements.** Lessee must pay in full any amount owed on the Application Reimbursement Agreement within 30 days of invoice.

5.4. **Records of Payments.** Lessee shall keep the official and original receipt for payments required by this paragraph 5 and provide to Lessor upon request.

Paragraph 6: Land Use

6.1. **Only Authorized Uses.** Lessee will use the Lease Premises only for the purposes stated in this Lease. Any additional uses or Improvements require separate authorization from Lessor. Lessee must submit a separate application to Lessor to amend this Lease if Lessee intends to add to or alter the Improvements on, or change the uses of, the Lease Premises.

6.2. **Lessee to Comply with All Applicable Laws.** Lessee, at Lessee's sole expense, will comply with all Applicable Laws. Lessee must give Lessor immediate written notice on Lessee's becoming aware that the use or condition of the Lease Premises is in violation of any Applicable Laws. Lessee must obtain and maintain all permits or other entitlements.

6.3. **Lease Does Not Substitute for Permits.** This Lease does not substitute for or provide preference in obtaining approval from other federal, state, or local agencies. Lessee is solely responsible for determining what approvals, authorizations, or certifications are required, and will be solely responsible for all costs incurred thereby.

6.4. **No Discrimination.** Lessee, in its use of the Lease Premises, must not discriminate against any person or class of persons on any basis protected by federal, state, or local law.

6.5. **"As Is."** Lessee accepts the Lease Premises "as is" and acknowledges that:

6.5.1. Lessor, including its officers and employees, made no representations or warranties as to the suitability of the Lease Premises for any uses authorized under this Lease. Lessee is solely responsible for determining the suitability of the Lease Premises for any proposed use or Improvements; and

6.5.2. Lessor, including its officers and employees, 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 Applicable Laws. 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

6.5.3. Damage to or destruction of any Improvements on the Lease Premises by any cause whatsoever does not entitle Lessee to any reduction in rent or extension of this Lease; and

6.5.4. Any Improvements on the Lease Premises are considered personal property and not fixtures; and

6.5.5. Lessee accepts the hazards involved in using or improving such lands. Lessor is not responsible for any damages or reduced use of the Lease Premises caused by: local or invasive flora or fauna, flooding, erosion, climate change, sea level rise, storms, freezing, inclement weather of any kind, acts of god, maintenance or failure of protective structures, and any other such hazards. Lessee will not be reimbursed or receive offset of rent for such hazards; and

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

6.6. Uses Inconsistent with the Public Trust Prohibited. Unless specifically authorized in this Lease, any use of the Lease Premises which is inconsistent with the Public Trust is prohibited when the Lease Premises are lands subject to the Public Trust.

Paragraph 7: Climate Change

7.1. Lessee acknowledges that the Lease Premises and adjacent upland may be subject to the hazards exacerbated by climate change, including sea level rise. Potential hazards to the Lease Premises from climate change include but are not limited to flood damage, erosion damage, earthquakes, tsunamis, and damage from waves and storm-created debris. Lessee acknowledges that these impacts associated with climate change may require additional adaptation or protection strategies applied to the improvements on the Lease Premises and additional maintenance.

7.2. Lessee assumes the risks associated with such potential hazards 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. Any additional maintenance or protection strategies necessitated by such hazards may be

subject to environmental review and require additional approval by the Lessor.

7.3. Lessee shall conduct monitoring reports within the first three years of lease execution or construction, and at five-year intervals thereafter for the life of the project; and shall also provide Lessor with monitoring reports following any extreme event, including, but not limited to: extreme tide event (including King Tides), earthquake, or tsunami that results in the declaration of a Local Emergency or a State of Emergency (as defined in Cal. Gov. Code § 8558) or a federal Emergency or Major Disaster (as defined in 44 C.F.R. § 206.2).

Paragraph 8: Environmental Matters

8.1. **Lessee to Comply with Environmental Laws.** Lessee, at its sole cost and expense, will comply with all Environmental Laws.

8.2. **Hazardous Materials.** Lessee will immediately notify Lessor of any known violation of any Environmental Laws, along with any action, claim, demand, inquiry, or order relating to a violation of Environmental Laws on the Lease Premises. Lessee must immediately provide copies of all related documents upon Lessor's request. Lessee must immediately notify Lessor and the appropriate governmental emergency response agency, or agencies in the event of any release or threatened release of any Hazardous Material on or about the Lease Premises.

8.3. **Cleanup of Hazardous Materials.** If Hazardous Materials are located on or released onto or about the Lease Premises due to Lessee's activities on the Lease Premises, the Lessee is responsible for the cleanup and disposal of such Hazardous Materials consistent with all Applicable Laws. Lessee must submit a site assessment and removal/remediation plan prepared by a professional, licensed and qualified to remove or remediate the Hazardous Materials for review and approval by Lessor. If Lessor approves the plan in writing, Lessee must commence the removal/remediation at its sole expense, in conformance with all Applicable Laws. Alternately, Lessor may elect to perform the removal/remediation at Lessee's expense. Lessee must compensate Lessor for the actual cost of the removal/remediation within thirty (30) days of receiving a written invoice from Lessor.

8.4. **Inspection.** Lessee will permit Lessor or its agents to enter the Lease Premises on 24-hour notice to inspect, monitor, or take remedial action with respect to Hazardous Materials. If Hazardous Materials are generated, stored, or transported on the Lease Premises, Lessor may require Lessee to conduct an independent environmental site assessment or inspection for the presence or suspected presence of Hazardous Materials. If this assessment or inspection is required, Lessor will be allowed to review and approve the contractor, and the

work will be done at Lessee's expense.

8.5. **Conservation.** Lessee will cooperate with and participate in conservation programs for water, electricity, composting, natural gas and recycling programs, including those for the collection of cardboard, metals, plastics, and glass at Lessee's expense.

Paragraph 9: Repairs, Major Repairs, and Alterations

9.1. **Lessee Required to Perform Repairs.** Lessee is solely responsible for maintaining the Lease Premises, including all Improvements, in good order and repair and in a clean, safe, sanitary, and orderly condition. Lessee is not required to get Lessor's advanced approval for routine Repairs.

9.2. **Major Repairs Require Lessor Approval.** Lessee must obtain Lessor's advanced written approval prior to conducting any Major Repairs. The decision whether a Repair is a Major Repair, and the decision whether a lease amendment is necessary, will be made by Lessor and based on the scope, cost, and impacts of the work.

9.3. **Alterations Require Lessor Approval.** Any material change in the size, scope, density, type, nature, or intensity of Improvements on or uses of the Lease Premises from what is authorized in this Lease will be considered an Alteration. Lessee may not conduct any Alterations without a modification of this Lease approved by Lessor. The decision whether a change constitutes an Alteration will be made by Lessor and based on the individual facts.

9.4. **Improvements in Disrepair or Unsafe Condition.** Lessee's failure to maintain the Lease Premises or Improvements that have become unsafe or derelict entitle Lessor to require removal under Paragraph 14. After providing notice and opportunity to cure, Lessor may require submission of a written plan to restore the Lease Premises under Paragraph 14. Lessee's failure to comply shall entitle Lessor to terminate this Lease, remove the Improvements from the Lease Premises and recover the costs incurred in doing so from the Lessee.

Paragraph 10: Lessor's Reservation of Rights

10.1. **Non-Exclusive Lease.** Lessee's right of occupancy is non-exclusive. Lessee may control access to the Improvements on the Lease Premises. Unless otherwise stated in this Lease, Lessee may exclude persons from the Lease Premises only when their presence or activity constitutes a material interference with the Authorized Use of the Lease Premises.

10.2. **Lessee Responsible for Impacts to Natural Resources and Public Trust Uses.** When the Lease Premises include school lands or sovereign lands, the Lessee is responsible for any damage or adverse impacts to Natural Resources within or

adjacent to the Lease Premises. It is the intention of Lessor to limit the transfer of rights under this lease to the minimum level required to carry out the primary purpose of the Lease. Lessee's use of the Lease Premises must minimize impacts to the Public Trust if the Lease Premises are subject to the Public Trust. Lessee must not interfere with public access or Public Trust uses authorized under statute and common law.

10.3. Mineral Resources. Mineral Resources may not be removed from the Lease Premises unless specifically authorized under this Lease. Lessee shall not extract, sell, damage, or use Mineral Resources found within the Lease Premises without specific authorization under this Lease. Lessor reserves the right to grant and transfer Mineral Resources along with the right to grant leases to third parties in and over the Lease Premises for the extraction of such Mineral Resources. Such leasing will not be inconsistent or incompatible with the rights or privileges of Lessee under this Lease.

10.4. Right to Inspect. Lessor reserves the right to inspect the Lease Premises. If access to the Lease Premises is reasonably accomplished by passing through adjacent property owned by Lessee, Lessor shall provide 24-hour notice prior to entry and Lessee shall grant such entry for inspection of the Lease Premises.

10.5. Statutory Reservations. Lessor reserves to the public an easement across the Lease Premises complying with Public Resources Code section 6210.4 and Public Resources Code section 6210.5.

10.6. Multiple Overlapping Leases Allowed. Lessor reserves the right to lease, convey, or encumber the Lease 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.

Paragraph 11: Indemnity

11.1. Lessee's Sole Risk. Lessee's use of the Lease Premises and any Improvements thereon, including use by guests and invitees, is at Lessee's sole and exclusive risk.

11.2. Lessee to Indemnify Lessor. Except to the extent caused by the sole negligence 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, or breach 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 Applicable Laws or violation of any Environmental Laws; (8) The costs for any cleanup or other response costs relating to the release or threatened release of Hazardous Materials on the Lease Premises during Lessee's occupation of the Lease Premises. This obligation includes any prior leases between Lessee and Lessor and will continue until Lessee has performed all duties under Paragraph 14.

11.3. Lessor Not Required to Defend. Lessor need not 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.

11.4. Lessee to Notify Lessor. Lessee shall notify Lessor immediately in case of any accident, injury, or casualty on the Lease Premises.

Paragraph 12: Assignment, Encumbrance, or Sublet

12.1. Lessor's Consent Required for Assignment. Lessee shall not mortgage; hypothecate; encumber; assign; sublet; enter into franchise, license, or concession agreements; or otherwise transfer all or part of this Lease (collectively "Assign" or "Assignment") without Lessor's advanced and expressed consent at a properly noticed public meeting. Any purported Assignment without Lessor's consent will be void and of no force or effect and will not confer any estate or benefit on anyone. A consent to one Assignment by Lessor will not be deemed to be a consent to any subsequent Assignment by or to any other party.

12.2. Lessee Actions Not Considered Assignments. If Lessee is a public corporation whose stock is traded on a nationally recognized stock exchange, sale or transfer of such stock is not an Assignment.

12.3. Procedures. If Lessee desires to Assign this Lease, Lessee will apply to Lessor for the proposed Assignment. The Assignment will be considered by Lessor at a public meeting. Lessor may require any of the following in considering consent of an Assignment: (a) the nature, effective date, terms, and conditions of the assignment; (b) a description of the identity, net worth, and previous business experience of the proposed assignee; (c) a complete business plan prepared

by the proposed assignee; and (d) any further information relevant to the proposed Assignment that Lessor reasonably requests. Lessor may either (i) consent to the proposed Assignment; (ii) refuse to consent to the proposed Assignment; or (iii) determine that it is preferable to terminate this Lease and issue a new lease to the proposed assignee.

12.4. Standard for Consent. Lessor may refuse its consent to the proposed Assignment on any reasonable grounds. Reasonable grounds include, without limitation: (a) the proposed assignee intends to use the Lease Premises for different activities or uses than those set forth in Section 1; (b) the proposed assignee's financial condition is deemed by Lessor to be inadequate to support the financial and other obligations of Lessee under this Lease; (c) the business reputation or character of the proposed assignee is not reasonably acceptable to Lessor; (d) the proposed assignee is not likely to conduct a business of a quality substantially equal to that conducted by Lessee; (e) the proposed assignee's planned use of the Lease Premises would increase the burden on the Lease Premises, involve an increased risk of the presence, use, release, or discharge of Hazardous Materials; or (f) Lessor has not received adequate assurance that all breaches will be cured before the effective date of the proposed Assignment.

12.5. Additional Terms. Lessee's Assignment of the Lease does not release Lessee from liability for any Hazardous Materials or ordinance manufactured, generated, used, placed, disposed, stored, or transported on the Lease Premises during Lessee's tenancy. An unauthorized assignment does not relieve Lessee from its covenants and obligations under this Lease. Lessor's acceptance of any payment due under this Lease from any person other than Lessee will not be deemed to be a waiver by Lessor of any provision of this Lease or to be a consent to any Assignment.

12.6. Bankruptcy. If Lessee files a petition or an order for relief is entered against Lessee under the Bankruptcy Code (11 U.S.C. § 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 as that deadline may be extended by order of the court, 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 breaches of this Lease (monetary and non-monetary) or has provided Lessor with adequate assurances (a) that within ten (10) days from the date of such assumption or assignment, all monetary breaches of this Lease will be cured; and (b) that within thirty (30) days from the date of such assumption, all non-monetary

breaches of this Lease will be cured; and (c) that all provisions of this Lease will be satisfactorily performed in the future.

12.7. **Permitted Assignments.** The following Assignments are permitted under this Lease without Lessor's consent: (a) Assignment caused by the death of a spouse where the full interest of the deceased spouse is Assigned to a surviving spouse who is a co-lessee on this Lease, provided Lessor is notified in writing within thirty (30) days of the assignment; (b) assignment caused by the dissolution of the marriage of Lessee when the full interest of one spouse is assigned to the other spouse who is a co-lessee on this Lease, provided Lessor is notified in writing within thirty (30) days of the transfer; and (c) substitution or succession of a new trustee if the Lease is held in trust and the Lessee is a trustee or successor trustee thereof, provided Lessor is notified in writing 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.

12.8. **Lessee Remedies.** If Lessor withholds or conditions its consent and Lessee believes that Lessor did so contrary to the terms of this Lease, then Lessee's sole remedy will be to prosecute an action for declaratory relief to determine if Lessor properly withheld or conditioned its consent, and Lessee hereby waives all other remedies.

Paragraph 13: Breach

13.1. **Events of Breach.** All covenants and agreements contained in this Lease are declared to be conditions to this Lease. Lessee's failure to pay rent when due or any other charges under this Lease for five (5) days after written notice from Lessor to Lessee will be considered a monetary breach. Lessee's failure to perform any other promise, covenant, or agreement under this Lease for more than thirty (30) days after written notice from Lessor to Lessee will be considered a non-monetary breach. If a non-monetary breach cannot be cured within the thirty (30)-day period, the breach will be deemed to be cured if Lessee begins to cure the breach within the thirty (30)-day period and continues to diligently complete the cure.

13.2. **Breach of Lease.** Lessor shall provide written notice to Lessee specifying the particulars of the breach. Should Lessee fail to cure the breach within the period specified in Paragraph 13.1, then Lessor may elect to pursue any available remedies under law, or those specified in paragraph 13.3, below.

13.3. **Remedies on Breach of Lease.** In addition to any other rights or remedies at law or equity, Lessor may, without further notice, (a) terminate this Lease, reenter and take possession of the Lease Premises and remove all persons and all Improvements therefrom at Lessee's cost; or (b) keep this Lease in effect without

declaring this Lease terminated and without terminating Lessee's right to possession, reenter the Lease Premises and occupy the whole or any part for and on account of Lessee and collect any unpaid rentals and other charges that have become payable or that may thereafter become payable; or (c) terminate this Lease after reentering the Lease Premises as provided in subclause (b) above. Any notice required to be given by Lessor above will be instead of, and not in addition to, any notice required under the laws of the State of California.

13.4. Determination of Rental Value. If rent under this Lease is calculated as percentage of Lessee's income attributable to the Lease Premises and Lessee abandons the Lease Premises, 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.

13.5. Acceptance of Rent When Lessee is in Breach. 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, unless the breach was a monetary breach and the payment occurs during the cure period specified in Paragraph 13.1.

13.6. Acceptance of Payments After Lease Termination. Lessee's submission or Lessor's acceptance of any payments after the expiration or termination of this Lease shall not reinstate or extend this Lease. Lessor may elect to retain any payment submitted and apply these payments to offset any damages claimed against Lessee; or Lessor may elect to allow a holdover tenancy under Paragraph 14.6; or Lessor may elect to refund the payments less a reasonable handling fee.

13.7. 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.

Paragraph 14: Conditions of Lease Termination

14.1. Use of State Land. This Lease authorizes the use or occupation of state land for a fixed term of years without options or rights of renewal. Lessee accepts that future leases authorizing the continued existence of any Improvements constructed or maintained by Lessee on the Lease Premises are subject to a discretionary action of the California State Lands Commission. Submission of an application for a new lease does not guarantee a new lease will be granted to Lessee. Lessee acknowledges that construction of Improvements on the Lease Premises and investment in or obtaining financing for the uses authorized under

this Lease is done in full understanding that future leases are not guaranteed. Lessee also affirmatively represents that the cost of removing Improvements was considered before entering into this Lease and placing or assuming any Improvements on state land.

14.2. **Abandonment.** Lessee's right of access to the Lease Premises was a material consideration in Lessor issuing this Lease. If, without prior notice to Lessor, Lessee sells, abandons, or loses title to the upland property adjacent to the Lease Premises, or otherwise loses the legal right to access the Lease Premises, Lessor may deem this an abandonment of the Lease Premises. Lessee must actively maintain and manage any Improvements authorized by this Lease. Should Lessee discontinue use, management, or maintenance of the authorized Improvements, Lessor may deem this an abandonment and elect to terminate the Lease. Alternately, Lessor has the remedy described in California Civil Code section 1951.4 (Lessor may continue lease in effect after Lessee's breach and abandonment and recover rent as it becomes due if Lessee has right to sublet or assign, subject only to reasonable limitation). Abandonment of the Lease Premises shall not relieve Lessee of any obligations under this Lease.

14.3. **Restoration.** In issuing this Lease it is Lessor's understanding that all Improvements will be removed from state land at the expiration or termination of this Lease. If Lessee abandons the Lease Premises, or Lessor terminates this Lease, or this Lease expires without execution of a new lease authorizing Lessee's use of the Lease Premises, Lessee must: 1) remove all Improvements regardless of whether Lessee constructed or placed Improvements together with all debris at its sole expense and risk, restoring the Lease Premises to as close as possible to an unimproved condition to Lessor's satisfaction; and 2) immediately surrender possession of the Lease Premises. Lessor may, in its sole discretion, allow all or any portion of the Improvements to remain in place. In carrying out this obligation, Lessee acknowledges that further authorizations, review of the Restoration Plan, and environmental review may be necessary as outlined in Section 14.4 below.

14.4. **Two Years Prior to Expiration.** (A) If Lessee desires to continue the uses authorized under this Lease, Lessee shall submit an application together with all required fees at least two years prior to the expiration of this Lease. Submission of an application does not guarantee a new lease will be granted to Lessee. (B) If Lessee does not desire to occupy the Lease Premises beyond the term of this Lease, then two years prior to the expiration of this Lease, Lessee shall submit an application, including a detailed plan to remove all Improvements and restore the Lease Premises to the condition existing prior to the installation or construction of any Improvements. The plan must include a timeline for

obtaining all necessary permits. The restoration plan may require a subsequent environmental review and approval from Lessor. (C) Lessor may modify annual rent, surety and insurance within the last two years of the Lease.

14.5. Failure to Restore Lease Premises. Lessee's failure to remove improvements, restore the Lease Premises, 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. Lessee shall not be entitled to any compensation for Improvements left on the Lease Premises at the termination or expiration of this Lease. Lessor may, in its sole discretion, elect to treat the Improvements as abandoned and remove all or any portion of Improvements from the Lease Premises. Lessee's failure to adequately restore the Lease Premises imposes significant financial liability on Lessor. As a result, Lessee shall be responsible for all expenses incurred by Lessor in restoring the Lease Premises, including, without limitation, staff time, environmental work or permitting, contractor costs, and reasonable attorney's fees.

14.6. Holdover. This Lease terminates without further notice at the end of its term. Lessor may, in its sole discretion, choose to accept Rent for the Lease Premises and allow a period of holdover tenancy. Any holdover tenancy shall be on a month-to-month basis. Lessee's submittal of annual rent during holdover does not constitute tenancy longer than month-to-month. Any holdover tenancy shall be on the same terms as this Lease insofar as such terms can be applicable to a month-to-month tenancy. The rent for each month or any portion thereof during such holdover period is one hundred fifty percent (150%) of one-twelfth (1/12) of the total compensation for the most recent year paid. The month-to-month tenancy may be terminated by Lessor upon thirty (30) calendar days' prior written notice to Lessee.

14.7. Holdover on Leases with No Monetary Consideration. In the event this Lease does not require monetary consideration, 14.6 shall continue to apply, and in addition: 1) Lessor shall have the right to establish rent based on the fair market value of the Lease Premises, and 2) In no way shall the prior lease consideration limit damages for trespass.

14.8. Quitclaim. In the event this Lease is terminated prior to expiration, Lessee shall deliver a quitclaim of all rights under this Lease to Lessor on request. Lessee shall execute and deliver such quitclaim to Lessor in a form provided by Lessor. 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.

Paragraph 15: Additional Provisions

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

15.2. **Boundaries.** This Lease does not establish the State's boundaries in so far as it relates to land and resource jurisdiction and ownership and is made without prejudice to either party regarding any land and water boundary or title claims which may be asserted presently or in the future.

15.3. **No Waiver.** Lessor's acceptance of a late or nonconforming performance shall not constitute a waiver unless such waiver is expressly acknowledged by Lessor in writing. Lessor's delay in or omission to exercise any right under this Lease shall not constitute a waiver.

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

15.5. **Notice.** All notices required to be given under this Lease shall be given in writing, sent by U.S. Mail or other reputable private carrier with postage prepaid, to Lessor at the offices of the State Lands Commission and the Lessee at the address specified in this Lease. Lessor's staff and Lessee may agree to accept any notice by electronic mail. Lessee shall give Lessor notice of any change in its name or address.

15.6. **Consent.** Lessor's consent to one transaction or event shall not be deemed to be a consent to any subsequent occurrence.

15.7. **Changes.** This Lease may only be amended, revised, or supplement by written agreement of the Parties.

15.8. **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.

15.9. **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.

15.10. **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.

15.11. **Representations.** Lessee agrees that no representations have been made by Lessor or by any person or agent acting for Lessor except those stated in this

Lease. This document contains the entire agreement of the Parties. No verbal agreements, representations, warranties, or other understandings affect this Lease. 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.

15.12. **Gender and Plurality.** In this Lease, words importing any gender include any or all genders, and the singular number includes the plural whenever the context so requires.

15.13. **Survival of Certain Covenants.** All covenants pertaining to bond, insurance, indemnification, restoration obligations, breach or 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.

15.14. **Counterparts.** This agreement may be executed in any number of counterparts and by different Parties in separate counterparts.

15.15. **Delegation of Authority.** Lessor and Lessee acknowledge that 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.

15.16. **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.

[Remainder of the page left intentionally blank.]

STATE OF CALIFORNIA - STATE LANDS COMMISSION

LEASE NUMBER: 7846

This Lease shall become effective only when approved by and executed on behalf of the State Lands Commission of the State of California and 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:

SUISUN CITY

By: _____

Bret Prebula

Title: City Manager

Date: _____

LESSOR:

STATE OF CALIFORNIA
STATE LANDS COMMISSION

By: _____

Robert Brian Bugsch

Title: Chief, Land Management
Division

Date: _____

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

ATTACH ACKNOWLEDGMENT

EXHIBIT A

LEASE 7846

LAND DESCRIPTION

All that real property situate in the City of Suisun City, County of Solano, State of California, and described as follows:

All of PARCEL 1 as shown on the Record of Survey filed June 28, 1984 in Book 17 of Surveys, at Page 14, Solano County Records and more particularly described as follows:

BEGINNING at the most southeasterly corner of said PARCEL 1, said point being on the Ordinary High Water Mark of Suisun Slough as shown on said Record of Survey; thence along said Ordinary High Water Mark of Suisun Slough the following nine (9) courses:

1. thence North 51° 06' 09" West 165.08 feet;
2. thence North 83° 46' 16" West 99.18 feet;
3. thence North 70° 50' 19" West 102.41 feet;
4. thence South 58° 48' 03" West 96.50 feet;
5. thence South 73° 17' 21" West 64.85 feet;
6. thence North 70° 45' 04" West 141.85 feet;
7. thence North 05° 55' 47" West 79.25 feet;
8. thence North 73° 13' 07" West 54.34 feet;
9. thence North 11° 10' 24" East 131.01 feet;

thence leaving said Ordinary High Water Mark along the northerly line of said PARCEL 1 South 89° 26' 45" East 640.56 feet to the northeasterly corner of said PARCEL 1; thence southerly along the easterly line of said PARCEL 1 South 00° 33' 15" West 343.02 feet to the POINT OF BEGINNING.

THE BASIS OF BEARINGS for the above description is the California Coordinate System, Zone 2, NAD 1927. Distances are ground, to obtain grid distance multiply by a Scale Factor 1.0000242 at Latitude 38° 14'.

END OF DESCRIPTION

Revised 02/14/2025 by the California State Lands Commission Boundary Unit



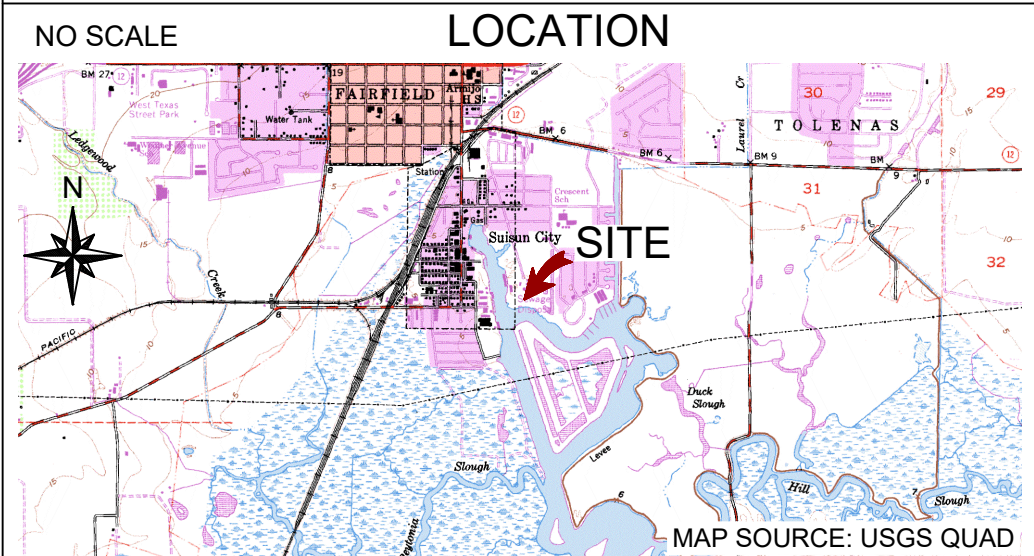
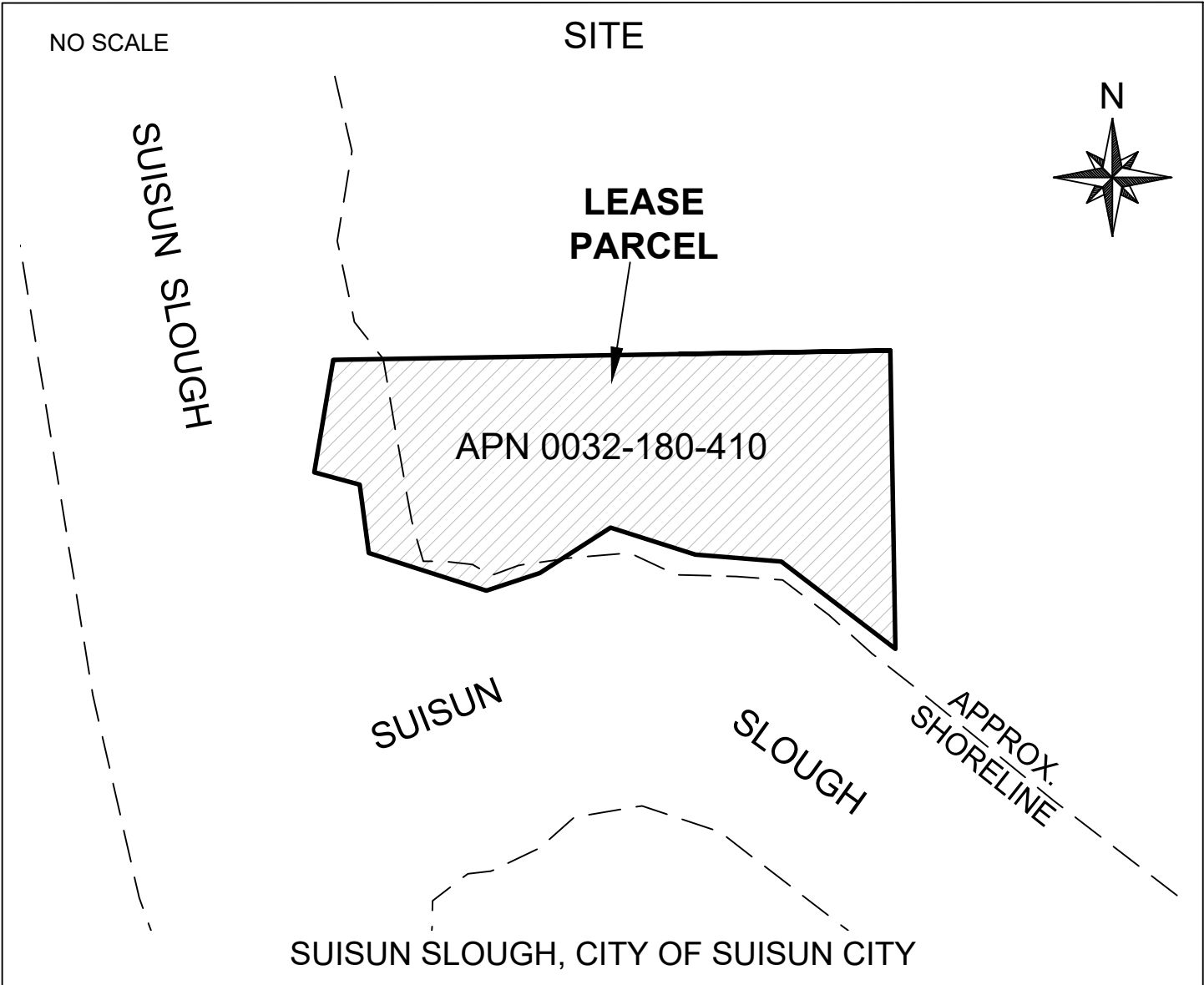


EXHIBIT B

LEASE 7846
 CITY OF SUISUN CITY
 APN 0032-180-410
 GENERAL LEASE -
 PUBLIC AGENCY USE
 SOLANO COUNTY



TS 02/14/2025

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.

AGENDA TRANSMITTAL

MEETING DATE: April 28, 2026

AGENDA ITEM: Council Second Reading and Adoption of Ordinance No. 2026-826: Repealing and Replacing in its Entirety Chapter 5.34 (Vendors) and Repealing and Replacing in its Entirety Chapter 18.56 (Mobile Food Vendors) of the Suisun City Municipal Code.

FISCAL IMPACT: The adoption of the proposed Ordinance is not expected to have a significant fiscal impact on the City’s General Fund. The Ordinance establishes a local licensing framework and administrative enforcement process that will require staff time for permit processing, compliance monitoring, and issuance of administrative citations. These administrative costs are anticipated to be offset, in whole or in part, by vendor permit fees and revenue from administrative citations. Overall, the Ordinance is intended to be revenue-neutral, with any incremental administrative costs being covered within existing departmental budgets.

STRATEGIC PLAN: Ensure Public Safety.

BACKGROUND:

At the April 21, 2026, City Council meeting, the City Council approved the first reading of Ordinance No. 2026-__ and waived the full reading. During deliberations, the City Council approved one amendment to the Ordinance: the permitted hours of operation for sidewalk vendors and mobile food vendors were expanded. As amended, the Ordinance now provides that the regular permitted hours of operation are 5:00 a.m. to 10:00 p.m. daily, with extended hours of 5:00 a.m. to 12:00 a.m. (midnight) on Fridays and Saturdays. This change is reflected in Sections 5.34.080 and 18.56.070 of the Ordinance. The Ordinance, as introduced at first reading and as background for the second reading, is summarized below.

The City of Suisun City (“City”) currently regulates vendors under Chapters 5.34 (“Vendors”) and 18.56 (“Mobile Food Vendors”). Due to significant changes in state law over the past several years, these chapters are now outdated, and certain provisions conflict with state law.

On September 17, 2018, the Governor signed Senate Bill 946 (“SB 946”), which substantially limits local agencies’ authority to regulate sidewalk vendors. SB 946 narrows municipal discretion by limiting sidewalk vending regulations to time, place, and manner restrictions directly related to objective health, safety, and welfare concerns. As the Legislature’s findings describe, the bill’s purpose is to promote entrepreneurship, support immigrant and low-income communities, and remove barriers to entrepreneurs’ access to the formal economy.

SB 946 also prohibits imposing criminal penalties for sidewalk vending violations. Instead, these violations may be addressed through administrative fines under Government Code Section 51039. If a vendor incurs a fourth violation of local sidewalk vending regulations within a twelve-month period, a local agency may revoke the vendor’s permit for the remainder of its term. Additionally, the law requires cities to consider an individual’s ability to pay and to provide notice of the right to request an ability-to-pay determination before imposing any fines.

Although SB 946 decriminalized sidewalk vending, it preserved a city’s authority to enforce county health codes adopted under the California Retail Food Code. As a result, cities could continue to pursue criminal enforcement against sidewalk food vendors for failing to obtain required county health permits.

However, in 2022, the Legislature enacted Senate Bill 972 (“SB 972”), effective January 1, 2023, which decriminalized sidewalk food vending by eliminating criminal penalties under the California Retail Food Code for sidewalk food vendors. SB 972 also allows certain sidewalk food vendors to be exempt from the requirement to obtain a health permit under the California Retail Food Code. Specifically, sidewalk food vendors with 25 square feet or less of display area who sell only prepackaged, non-potentially hazardous food are exempt from health permitting requirements.

Cities may still conduct routine inspections of vending carts and food preparation facilities, and vendors are still subject to applicable health and safety standards. However, violations of the California Retail Food Code by sidewalk food vendors are now generally enforced through administrative remedies, rather than criminal prosecution. Nonetheless, cities retain the authority to enforce criminal actions against sidewalk food vendors operating on private property.

Currently, the Suisun City Municipal Code requires all mobile food vendors who sell food to obtain a permit under the California Health and Safety Code. It also includes enforcement provisions that do not fully comply with SB 946 and SB 972. Additionally, the existing Chapters 5.34 and 18.56 lack clear definitions, making it unclear which regulations apply to different types of vendors.

Furthermore, Solano County has requested that cities within its jurisdiction adopt consistent mobile food vendor regulations to streamline administration. Several cities in Solano County have adopted or are considering updated ordinances. In November 2025, the City of Fairfield adopted a Mobile Food Vendor Ordinance.

At the March 17, 2026 City Council meeting, City Council discussed incorporating additional standards from the City of Vallejo’s vendor ordinance into Suisun City’s proposed ordinance.

STAFF REPORT:

The proposed Ordinance, as amended on first reading, is presented for second reading and adoption. The sole amendment approved by the City Council at first reading was an expansion of the permitted hours of operation for both sidewalk vendors (Chapter 5.34) and mobile food vendors (Chapter 18.56). As amended, Section 5.34.080 and Section 18.56.070 now provide that the regular permitted hours of operation are 5:00 a.m. to 10:00 p.m. daily, with extended hours of 5:00 a.m. to 12:00 a.m. (midnight) on Fridays and Saturdays. No other changes were made to the Ordinance.

As described in the April 21, 2026 staff report, the proposed Ordinance repeals and replaces Chapters 5.34 and 18.56 of the Municipal Code to ensure that the City’s vendor regulations comply with state law. The proposed Ordinance is modeled after the Mobile Food Vendor Ordinance adopted by the City of Fairfield in November 2025 to promote consistent municipal mobile food vendor regulations across Solano County.

The revised Ordinance clarifies the scope of each vendor chapter. The proposed Chapter 5.34 “Sidewalk Vendors” applies to all vendors who sell goods and food items that do not require a Solano County health permit. In contrast, the proposed Chapter 18.56 “Mobile Food Vendors” applies to all vendors

who sell food requiring a Solano County health permit. This structure ensures that vendors exempt from the state health permit requirements (e.g., those selling prepackaged, non-potentially hazardous food) are regulated solely under the sidewalk vendor chapter (Chapter 5.34), while food vendors needing health permits are regulated under the mobile food vending chapter (Chapter 18.56).

The proposed Ordinance establishes a local licensing process that requires vendors under both Chapter 5.34 and 18.56 to obtain a City-issued permit or license. The licensing framework includes eligibility criteria, application requirements, and defined procedures for when the Director of Development Services may deny, suspend, or revoke a vending permit or license.

Consistent with SB 946, the proposed Ordinance imposes time, place, and manner restrictions, such as:

- Limiting vending operations to the hours of 5:00 a.m. to 10:00 p.m. daily (5:00 a.m. to 12:00 a.m. on Fridays and Saturdays), as amended by the City Council at first reading;
- Prohibiting vending in a manner that obstructs pedestrian or vehicular traffic;
- Prohibiting obstruction of emergency vehicle routes, fire hydrants, building entrances and exits, and traffic signals; and
- Requiring vendors to maintain clean and sanitary conditions in and around the vending location.

The proposed Ordinance eliminates criminal penalties for sidewalk vending and sidewalk food vending violations. Consistent with SB 946 and SB 972, violations are enforceable solely through administrative citations. The proposed Ordinance also establishes notice and appeal procedures and requires the City to provide sidewalk vendors with the opportunity to request an ability-to-pay determination before fines are imposed.

With respect to mobile food vendors, the proposed Ordinance includes specific requirements for mobile food vendors whose operations require a Solano County health permit. These requirements include compliance with the California Retail Food Code, possession of required county health permits, adherence to inspection requirements, and food handling certifications.

In sum, the proposed Ordinance, as amended, provides updated vendor regulations to ensure consistency and clarity among the City’s vending provisions across the City’s Municipal Code and aligns the City’s mobile food vendor provisions with those of neighboring jurisdictions

STAFF RECOMMENDATION: Council Second Reading and Adoption of Ordinance No. 2026-__: Repealing and Replacing in its Entirety Chapter 5.34 (Vendors) and Repealing and Replacing in its Entirety Chapter 18.56 (Mobile Food Vendors) of the Suisun City Municipal Code.

DOCUMENTS ATTACHED:

1. Ordinance No. 2026-__: Repealing and Replacing in its Entirety Chapter 5.34 (Vendors) and Repealing and Replacing in its Entirety Chapter 18.56 (Mobile Food Vendors) of the Suisun City Municipal Code (as amended at first reading).

PREPARED BY:	Ashley Nash, Administrative Assistant
REVIEWED BY:	Patrick Enright, City Attorney
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Suisun City - Sidewalk Vendor and Mobile Food Vendor Ordinance

ORDINANCE NO. 826

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 5.34 (VENDORS) AND
REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 18.56 (MOBILE FOOD
VENDORS) OF THE SUISUN CITY MUNICIPAL CODE.**

WHEREAS, California Constitution, Article XI, Section 7, authorizes the City of Suisun City (“City”) to adopt and enforce local police, sanitary, and other ordinances and regulations that are not in conflict with the general laws; and

WHEREAS, Government Code Section 51036 to 51039 (originally adopted as “SB 946” in 2018) authorize the City to regulate sidewalk vendors upon a public sidewalk or pedestrian path for health, safety or welfare concerns; and

WHEREAS, the current language of Chapter 5.34 is outdated; and

WHEREAS, the City desires to amend the Suisun Municipal Code to ensure compliance with SB 946 while protecting public health, safety and welfare; and

WHEREAS, the act of looking for prospective buyers while operating a mobile vending vehicle may reduce the operator’s attentiveness to surrounding pedestrian and vehicular traffic, thereby increasing traffic and public safety risks on public roadways; and

WHEREAS, unregulated vending operating in close proximity to school buildings may create additional traffic and pedestrian safety hazards by attracting young people who may be inattentive to vehicular traffic or may enter roadways unexpectedly to purchase merchandise or food; and

WHEREAS, the City Council finds that allowing multiple vendors to operate in close proximity to one another may obstruct pedestrian travel, impede access for individuals with disabilities, interfere with emergency access, create obstacles and contribute to congestion for pedestrians, vehicles, and bicycle traffic; and

WHEREAS, the City Council finds that regulating the location, hours of operation, and permitting requirements for vendors on public rights-of-way is necessary to protect pedestrian access, maintain emergency response routes, and ensure the orderly use of City rights-of-way; and

WHEREAS, the City Council finds the presence of mobile vending operations can cause an increase in garbage and litter in surrounding areas, which can be unsanitary and potentially hazardous to public health; and

WHEREAS, the City Council further finds that regulating mobile food vendors is necessary to protect public health by ensuring vendors comply with Solano County Department of Public Health regulations and applicable California health laws.

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

SECTION 1. Chapter 5.34 of the Suisun City Municipal Code is hereby repealed and replaced in its entirety to read as follows:

“Chapter 5.34 - SIDEWALK VENDORS

5.34.010 - Purpose.

This Chapter regulates the sale of merchandise or food on the public sidewalks within the city for the purpose of promoting the free and safe flow of vehicular and pedestrian traffic and is directly related to the objective health, safety, and welfare of the public. It is hereby found that the use of such rights-of-way for such purposes in violation of the prohibitions of this Chapter would constitute an interruption of the free flow of traffic and a serious and dangerous hazard to the public.

5.34.020 - Applicability of Chapter.

The provisions of this chapter shall not apply to a mobile food vendor regulated under Chapter 18.56 of this Code. Any person or entity engaged in food vending, as defined in Section 18.56.020, shall be subject to the regulations in Chapter 18.56.

5.34.030 - Definitions.

As used in this chapter the following meanings shall apply:

“Applicant” means the individual, group, company, partnership, or other recognized legal entity seeking a sidewalk vendor permit from the City of Suisun City.

“City” means City of Suisun City, California.

“Director” means the director of development services of the City of Suisun City, or his or her designee(s).

“School” means any public, charter, or private school serving children between kindergarten and high school.

“Sidewalk” means the area of the public right-of-way which is designated or ordinarily used for pedestrian travel, and including also any paved or unpaved land within the right of way adjacent to any public street or highway. Sidewalk also includes other pedestrian paths located on public property.

“Sidewalk vendor” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path. A sidewalk vendor includes a compact mobile food operation that has 25 square feet or less of display area and sells only prepackaged, non-potentially hazardous foods or whole produce.

“Sidewalk vending unit” means a facility for the sale of food and/or merchandise that operates from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance.

“Roaming sidewalk vendor” means a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“Stationary sidewalk vendor” means a sidewalk vendor who remains in a single location for the purpose of vending for more than six (6) consecutive hours within a 24-hour period.

"Vend" or "vending" means to sell, offer for sale, expose or display for sale, solicit offers to purchase, or to barter food or merchandise, or to require someone to negotiate, establish or pay a fee before providing food or merchandise, even if characterized as a donation.

“Vendor” means a person, individual, firm, co-partnership, joint venture, association, corporation, or any other group or combination acting as an entity, that sells, offers for sale, solicits for purchase, or exposes or displays for sale, any food, beverage or merchandise, or to require someone to negotiate or establish to pay a fee before providing food, beverages or merchandise, even if characterized as a donation.

5.34.040 - Sidewalk Vendor Permit Required.

- A. Except as may be allowed by a previously granted license or by any ordinance or resolution establishing and regulating a street market or farmer's market in the city, or as permitted for a limited period by a special event permit, it shall be unlawful for any vendor to operate as a sidewalk vendor in the city jurisdiction without first obtaining a sidewalk vending permit as specified in this chapter.
- B. A vendor desiring to engage in sidewalk vending in the city shall first file an application for a sidewalk vendor permit pursuant to procedures established in this chapter.
- C. A separate sidewalk vendor permit shall be required for each sidewalk vendor.
- D. The individual, group, or legal entity desiring to engage in sidewalk vending shall obtain and maintain all required permits from the City of Suisun City, Solano County Health Department, and other regulatory agencies, including, but not limited to the city’s building division, planning division, and/or fire department permits.
- E. A violation of this chapter may result in the suspension or revocation of a sidewalk vendor permit and civil penalties.

5.34.050 - Application Requirements.

Application for a sidewalk vendor permit shall be made by the sidewalk vendor, or his or her authorized agent, on a form prescribed by the director.

Each application for a sidewalk vending permit shall include:

- A. Name, current address, telephone number, and copy of a photo ID of the applicant.
- B. If applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principle.
- C. A description of the food or merchandise offered for sale.
- D. A non-refundable application fee.
- E. If the proposed location is on private property, written consent in a form approved by the city from the property owner (if other than self) permitting the sidewalk vendor to locate on the property.
- F. Whether the sidewalk vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor.
- G. If the sidewalk vendor is stationary:
 - 1. A map or illustration, showing:
 - a. The proposed location(s);
 - b. The address and assessor's parcel number of the subject or nearest parcel, and/or specific section of the public right-of-way; and
 - c. The two (2) nearest street intersections.
 - 2. A site plan for each proposed location, containing:
 - a. If on a parcel, the location and dimensions of all proposed sidewalk vending units, any public seating or other site amenities (including chairs and tables), buildings or other structures on site, paved areas, driveways, trash receptacles, garages, parking spaces, maneuvering aisles, and pavement striping.
 - b. If in the public right-of-way, location and dimensions of the proposed sidewalk vending unit, sidewalks, curb cuts, trash receptacles, and obstructions such as parking meters, telecommunication boxes, street trees, and light poles.
 - 3. The proposed schedule for the sidewalk vending operation, including dates, and starting and ending times of the vending period.
- H. Photographs of the site(s) and sidewalk vendor unit.
- I. A description of the sidewalk vending unit, including the square footage of any display area for food or merchandise.
- J. A copy of applicant's valid and current City of Suisun City business license.

- K. A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code, if any.
- L. Proof of liability insurance in the amount and subject to the terms on file with the city's risk manager. The city's risk manager shall promulgate provisions regarding insurance requirements for sidewalk vendors and shall be in an amount which is determined to be sufficient to adequately protect the city, persons, and property for injuries or damages which may be caused by activity under this chapter. Such insurance shall name as additional insured the City of Suisun City, its officers, agents, and employees, and shall further provide that the policy shall not terminate or be canceled without 30 calendar days' advance written notice to the City of Suisun City.
- M. Any other reasonable information regarding time, place, and manner of the sidewalk vendor permit that the director requires to evaluate the proposal.
- N. Certification by the applicant that the information contained in the application is true to his or her knowledge and belief.

5.34.060 - Expiration and Renewal of Sidewalk Vending Permit.

- A. Initial sidewalk vendor permits shall be valid until December 31 of the current year.
- B. Permits shall be renewed on an annual basis. The city shall send notice to the permittee. The permittee shall submit the renewal annually, prior to the permit's expiration date. A permittee may continue operations while an application for renewal is pending with the city. All renewal applications shall be filed with the finance department.
- C. Applications for renewals shall include all submittal materials as required at initial application, updated as necessary, proof of continuing compliance with applicable regulations, and payment of the non-refundable renewal fee. Renewal permits shall be valid for a one-year period beginning January 1.

5.34.070 - Operational Permit Standards.

- A. A sidewalk vendor permit cannot be transferred or conveyed from the permittee of record or otherwise assigned to another person.
- B. If a sidewalk vendor transfers its sidewalk vending business assets, the recipient of the assets shall, before operating, apply for and obtain a new sidewalk vendor permit from the city.

5.34.080 - Operational Standards.

Sidewalk vendors shall comply with the following standards and conditions:

- A. Appearance and condition of the sidewalk vending unit.

1. All sidewalk vending units shall clearly display a current city business license, and city sidewalk vending permit in plain view and at all times.
 2. Aside from the signage required by subsection (a), no more than three (3) signs shall be attached to any sidewalk vending unit, with a maximum aggregate display surface of thirty (30) square feet of signage per sidewalk vending unit.
 3. The regular permitted hours of operation for all sidewalk vendors are 5:00 a.m. to 10:00 p.m. daily, except Fridays and Saturdays the permitted hours of operation are 5:00 a.m. to 12:00 a.m.
- B. Utilities. Sidewalk vending units shall either be entirely self-sufficient in regard to gas, electricity, water, and telecommunications, or shall be required to apply for appropriate permits for any utility hook-ups or connections to on-site utilities to ensure building and public safety and consistency with applicable building codes.
- C. Refuse, trash, and litter maintenance.
1. The sidewalk vendor shall not throw, deposit, discharge, leave, or permit to be thrown, deposited, discharged, or left, any fat, oil, grease, refuse, garbage, or other discarded or abandoned objects, articles, and accumulations, in or upon any street, alley, sidewalk, gutter, storm drain, inlet, catch basin, conduit or other drainage structure, or upon any public or private lot of land in the city.
 2. Stationary sidewalk vendors shall maintain the subject site and adjacent public right-of-way free of litter on and within one hundred (100) feet radius of their site.
 3. Sidewalk vendors shall carry a waste disposal bag or container to permit the disposal of trash.
 4. At a minimum, all refuse from a sidewalk vending operation shall be removed and properly disposed of after each vending period.
 5. Failure to adequately clean up after a sidewalk vending operation date shall be grounds for denying an applicant's request for permit renewal.
- D. Performance standards.
1. Noise levels from the sidewalk vending units shall not exceed the city's noise ordinance standards. Vendors should use low-noise emission generators, if applicable.
 2. Noise and odors from sidewalk vending units shall be contained within the immediate area of the permitted sidewalk vending location.
 3. The sidewalk vending unit shall not obstruct pedestrian or vehicular traffic.
 4. The sidewalk vendor shall maintain site circulation for pedestrians and access consistent with the Americans with Disabilities Act (ADA).

E. Security.

1. The site shall be maintained in a safe and clean manner at all times.
2. Sidewalk vending units shall have adequate lighting to ensure customer safety. Lighting shall be directed downwards and away from public streets and adjacent properties.

F. Seating, chairs and tables for stationary sidewalk vendors. Depending on site size, configuration and location, a plan for site amenities, including but not limited to tables and chairs, portable restroom facilities, and/or temporary shade structures, may be permitted in conjunction with the operation of a sidewalk vending site. A site plan depicting the proposed location of any site amenities shall be submitted for review and approval in conjunction with a sidewalk vendor permit application.

G. Other requirements.

1. Sidewalk vending units shall be maintained in operating condition at all times and shall be movable at all times.
2. No sidewalk vending unit shall become a permanent fixture on the site or be considered an improvement to real property.
3. Proof of liability insurance in the amount required by the city shall be maintained by the sidewalk vendor.
4. The posting of the sidewalk vending permit at the site is required at all times.
5. The sidewalk vendor shall have a working telephone where the sidewalk vendor can be reached directly at all times during vending.
6. The sale or soliciting the sale of any alcoholic beverages or controlled substances from any sidewalk vending unit is strictly prohibited.
7. The sidewalk vendor shall comply with all applicable state and local laws, including, without limitation, all traffic and parking laws.

5.34.090 - Location-Specific Regulations.

Sidewalk vendors shall be subject to the following location requirements:

- A. Vending in the street portion of a public right-of-way is restricted. The director is authorized to adopt a sidewalk vending permitted area map and make amendments or correct administrative errors to such map. The director is also authorized to adopt any additional location requirements in addition to the requirements described in this chapter.
- B. A location for a sidewalk vendor shall not be permitted:

1. One hundred (100) feet from another sidewalk vendor, unless permitted to operate at designated street public right-of-way, or are permitted to operate on different days of the week from the same location.
2. Within one thousand (1000) feet from the parcel boundary of a school serving children between kindergarten and high school between the hours of 7 a.m. and 6 p.m. Monday through Friday.

C. Sidewalk vendors shall not block or impede access to:

1. Required parking or driveways;
2. Bicycle racks;
3. Signal crossings;
4. Required off-street parking;
5. Parking meters;
6. Pedestrian or bicycle routes;
7. Emergency vehicle routes;
8. Building entrances and exits;
9. Required accessibility routes and curb cuts;
10. Easements;
11. Trash enclosure areas or access to trash bins/trash enclosures; or
12. Other city facilities, as determined by the director.

D. Sidewalk vendors shall maintain site circulation and access consistent with the Americans with Disabilities Act (ADA).

5.34.100 - Permit Approval, Denial, Suspension, Revocation, and Appeals.

- A. The director shall approve, approve with conditions, or deny a sidewalk vendor permit application based on the standards and criteria set forth in this chapter and/or, if any, in the administrative guidelines. The director may impose conditions of approval on a sidewalk vendor permit in the exercise of his or her reasonable discretion. The applicant shall be notified of any conditions of approval in writing.
- B. The director may deny, suspend or revoke a permit issued under this chapter. A permit may be denied, suspended or revoked for any of the following reasons:
 1. Fraud, misrepresentation or a false statement contained in the application for a permit.

2. Fraud, misrepresentation or a false statement made in connection with the selling of food or merchandise.
 3. Repeated failure to address pollutant discharge(s), including but not limited to, wash water discharge, fuel, detergents, tire dressings, foams, or any other chemicals.
 4. Violating any of the operating standards required under this chapter.
 5. Violating any of the permit conditions imposed by this chapter.
 6. Causing a public nuisance or causing an unlawful or criminal activity to occur during a sidewalk vending operation; or any other violation of this chapter.
- C. Any person who has been notified regarding the denial of their sidewalk vendor permit application or the possible suspension or revocation of their sidewalk vendor permit may appeal the decision pursuant to Section 5.34.120 of this Code.
- D. When circumstances demonstrate that continued operation by a sidewalk vendor poses an imminent threat to the public's health and safety, the city may immediately suspend or revoke a sidewalk vendor permit. The sidewalk vendor may request a hearing pursuant to Section 5.34.120 of this Code.
- E. It is unlawful for a sidewalk vendor whose permit has been suspended or revoked to continue to operate. If the city suspends or revokes a permit, the sidewalk vendor shall immediately cease all vending operations.
- F. A sidewalk vendor aggrieved by an order issued by the director may appeal the order to state district court.

5.34.110 - Enforcement.

- A. A sidewalk vendor who is issued a citation in violation of this section shall be subject to the following fines:
1. Vending which violates a requirement of this section, other than failure to possess a valid sidewalk vendor permit;
 2. Vending without a valid sidewalk vendor permit;
 3. A violation occurring after twelve (12) consecutive months with no violation shall be considered a first violation.
 4. The administrative fines listed in this Section 5.34.110(A)(2) shall be reduced from two hundred fifty dollars (\$250) to one hundred dollars (\$100), five hundred dollars (\$500) to one hundred fifty dollars (\$150), and one thousand dollars (\$1,000) to two hundred dollars (\$200) upon obtaining a sidewalk vendor permit from the director within ten (10) calendar days of the citation issuance.

- B. Additional fines, fees, assessments, or any other financial conditions beyond those authorized by this section shall not be assessed. A violation of this chapter shall not be punishable as an infraction or misdemeanor.
- C. When assessing an administrative fine pursuant to this chapter, the director shall take into consideration the person's ability to pay the fine. The director shall provide the person with notice of their right to request an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgement remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.
 - 1. If the person meets the criteria described in subdivision (a) or (b) of Section 68632 of the California Government Code, the director shall accept, in full satisfaction, twenty (20) percent of the administrative fine imposed pursuant to this chapter.
 - 2. The director may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.
 - 3. The director may request adequate documentation, including but not limited to a sworn statement from the sidewalk vendor, when an ability-to-pay determination is requested. If the requested documents are not provided to the director, the director may make a finding that the person does not qualify for an ability-to-pay determination.
 - 4. The director shall provide written notice of their determination to the individual. Such notice must include a statement advising the individual of their right to request an appeal hearing pursuant to Section 5.34.120.

5.34.120 - Appeals.

- A. Any person aggrieved by any determination of the director with respect to a permit or license, administrative fine, violation alleged, condition imposed, suspension or revocation, or the director's determination on ability-to-pay pursuant to this chapter, may appeal to the city manager by filing a written appeal with the city manager within fifteen (15) calendar days of issuance of the citation or notice of the action or decision. Failure to timely request a hearing constitutes a waiver of the right to appeal and a failure to exhaust administrative remedies.
- B. Upon receipt of such appeal by the city manager, the city manager shall set a date for hearing. A hearing shall be set for a date that is not less than 15 days and not more than 60 days from the date of the filing of the request for hearing.
- C. At the hearing, the appellant and the city shall be entitled to legal representation and may present relevant evidence, testify under oath, and call witnesses who shall testify under oath. The city manager shall not be bound by the traditional rules of evidence in a hearing, except that hearsay evidence may not be the sole basis for the decision of the city manager. The city manager may continue the hearing as deemed necessary.

- D. After the hearing, the city manager shall affirm, modify, or revise the original decision or administrative fine, and shall notify the appellant of such decision. The decision of the city manager shall be final.
- E. All fines owed after the city manager's decision are due within thirty (30) days of issuance of the decision. The city may use all remedies available to collect any unpaid fee.

5.34.130 - Liability and Indemnification.

- A. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this chapter shall not become the personal liability of any public officer or employee of the city.
- B. To the maximum extent permitted by law, the licensee under this chapter shall defend (with counsel acceptable to the city), indemnify and hold harmless the city, the city council, the city planning commission, and their respective officials, officers, employees, representatives, agents and volunteers (hereafter collectively called "city") from any liability, damages, actions, claims, demands, litigation, loss (direct or indirect), causes of action, proceedings or judgment (including legal costs, attorneys' fees, expert witness or consultant fees, city attorney or staff time, expenses or costs) (collectively called "action") against the city to attack, set aside, void or annul, any food vending-related approvals and actions or implementation of such approvals and actions, including conditions of approval, if any. The city may elect, in its sole discretion, to participate in the defense of said action and the licensee shall reimburse the city for its reasonable legal costs and attorneys' fees.
- C. Within ten (10) calendar days of the service of the pleadings upon the city of any action as specified in Subsection B above, the licensee shall execute a Letter of Agreement with the city, acceptable to the city attorney, which memorializes the above obligations. These obligations and the Letter of Agreement shall survive termination, extinguishment or invalidation of the vending-related approval. Failure to timely execute the Letter of Agreement does not relieve the licensee of any of the obligations contained in this section or any other requirements or performance or operating standards that may be imposed by the city.”

SECTION 2. Chapter 18.56 (Mobile Food Vendors) of the Suisun City Municipal Code is hereby repealed and replaced in its entirety to read as follows:

“Chapter 18.56 - MOBILE FOOD VENDORS

18.56.010 - Purpose.

The purpose of this chapter is to regulate the vending of food and food products of mobile food vendor operations on public and private property within the City of Suisun City. These regulations aim to ensure the safety, cleanliness, and convenience of mobile food vending operations while promoting business in the city.

18.56.020 - Definitions.

“Applicant” means the individual, group, company, partnership, or other recognized legal entity seeking a mobile food vendor license from the City of Suisun City.

“City” means City of Suisun City, California.

“Director” means the director of development services of the City of Suisun City, or his or her designee(s).

“Food vending” means the business of selling raw or cut fruit, produce, prepared foods and non-alcoholic beverages, and/or prepackaged foods and beverages, where:

1. Food is prepared off-site in a commercial commissary and/or prepared on-site within the mobile food vending vehicle, per Solano County Health Regulations.
2. Food is ordered and served from a truck, trailer, or other equipment or vehicle as permitted by Solano County Health Department.
3. Fruit and produce are sold to customers without preparation or cooking by a vendor.
4. Food is served to-go or outdoors as part of a sanctioned event.
5. Food is paid for prior to consumption.

“Group site” or “group site food vending” means the stationary operation of two (2) or more mobile food vendors clustered together on a single site and operating at the same time.

“Group site organizer” or “responsible party” means the individual or legal entity who is directly responsible for organizing and/or conducting the group site and/or the facility manager, and his or her respective designees.

“Mobile food vendor license” means the city’s annual or temporary permit required to place, operate, maintain, or allow mobile food vending within the city limits.

“Mobile food vendor permitted area” means the areas and public rights-of-way that are permitted for a mobile food vendor license.

“Mobile food vendor vehicle” means any motorized vehicle such as a truck, trailer or non-motorized carts from which food vending services are provided, as permitted by Solano County Health Department. Not included in this definition is the preparation of food and serving of food outside of a vehicle, typically under a tent, canopy, or from a booth.

“Mobile food vendor” means any person who is food vending from a mobile food vendor vehicle for immediate service and/or consumption. A mobile food vendor does not include compact mobile food operations that have 25 square feet or less of display area and sell only prepackaged, non-potentially hazardous food, which are regulated under Chapter 5.34.

“Property owner” means the holder of the fee title to property, whether a person, partnership, corporation, or other entity recognized by the law, and his/her/its lessees, permittees, assignees, or successors in interest.

“Public right-of-way” means any public street, road, avenue, highway, named or unnamed alley, lane, court, place, trail, parkway, sidewalk, or other public way operated and/or controlled by the city, or subject to an easement owned by or dedicated to the city.

“School” means any public, charter, or private school serving children between kindergarten and high school.

“Site” means the specific public or private property location, including any public right-of-way, for which an applicant or responsible party has been issued a mobile food vendor license.

“Solano County Health Department” means the Solano County Department of Resource Management, Environmental Health Division or such other departments of the County of Solano that are responsible for the licensing of food and enforcement of food health laws.

“Stationary” means a mobile food vendor vehicle that remains in a single location for the purpose of food vending for more than six (6) consecutive hours within a 24-hour period.

18.56.030 - Licenses Required.

- A. Except as may be allowed by a previously granted license or by any ordinance or resolution establishing and regulating a street market or farmer's market in the city, or as permitted for a limited period by a special event permit, it shall be unlawful for any individual, group, or legal entity to operate a mobile food vendor vehicle in the city jurisdiction without first obtaining a mobile food vendor license as specified in this chapter.
- B. Any individual, group, or legal entity desiring to engage in food vending in the city shall first file an application for a mobile food vendor license pursuant to procedures established in this chapter.
- C. A separate mobile food vendor license shall be required for each mobile food vendor vehicle.
- D. The individual, group, or legal entity desiring to engage in food vending shall obtain and maintain all required permits from the City of Suisun City, Solano County Health Department, and other regulatory agencies, including, but not limited to the city’s building division, planning division, and/or fire department permits.
- E. A violation of this chapter may result in the suspension or revocation of a mobile food vendor license and civil penalties.

18.56.040 - Application Requirements.

Application for a mobile food vending license shall be made by the owner of the affected mobile food vendor vehicle, or his or her authorized agent, on a form prescribed by the director.

Each application for a mobile food vending license shall include:

- A. Name, current address, telephone number, and copy of a photo ID of the applicant.
- B. If applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principle.
- C. A description of the food or merchandise offered for sale.
- D. A non-refundable application fee.
- E. If the proposed location is on private property, written consent in a form approved by the city from the property owner (if other than self) permitting the mobile food vendor or group site to locate on the property.
- F. If the mobile food vendor is stationary or a group site:
 - 1. A map or illustration, showing:
 - a. The proposed location(s);
 - b. The address and assessor's parcel number of the subject or nearest parcel, and/or specific section of the public right-of-way in a designated parking space; and
 - c. The two (2) nearest street intersections.
 - 2. A site plan for each proposed location, containing:
 - a. If on a parcel, the location and dimensions of all proposed mobile food vending vehicles, any public seating or other site amenities (including chairs and tables), buildings or other structures on site, paved areas, driveways, trash receptacles, garages, parking spaces, maneuvering aisles, and pavement striping.
 - b. If in the public right-of-way, location and dimensions of the proposed mobile food vending vehicle, sidewalks, curb cuts, trash receptacles, and obstructions such as parking meters, telecommunication boxes, street trees, and light poles.
 - 3. The proposed schedule for the individual food vending site or group site, including dates, and starting and ending times of the vending period.
- G. Photographs of the site(s) and mobile food vendor vehicle(s);
- H. A description of the mobile food vendor vehicle;
- I. If the mobile food vendor vehicle is a motorized vehicle, the applicant shall provide:

1. The vehicle's registration and license number, and
 2. The applicant's California driver's license number.
- J. A copy of applicant's valid and current Solano County Health Department mobile food permit.
- K. A copy of applicant's valid and current City of Suisun City business license.
- L. A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code.
- M. Certification of a food handler course and proof of all required approvals from the Solano County Health Department.
- N. A maintenance plan and list of Best Management Practices for cleaning, spill prevention, and waste handling. The maintenance plan must include litter pickup in the vicinity of the proposed vending location or the proposed vending route, as well as the lawful disposal of any liquid or solid waste resulting from the vending operation (including, but not limited to, fats, oil, juice, cooking material, scraps, etc.). The maintenance plan shall also include a description of how any equipment used (including, but not limited to, utensils, containers, grills, etc.) will be cleaned and sanitized.
- O. The commercial address where the mobile food vendor vehicles will be stored and serviced during non-operating hours.
- P. The following information shall be provided regarding the commercial kitchen or commissary to be used by the applicant, if any:
1. Proof of all required approvals from Solano County Health Department; and
 2. A valid lease between the mobile food vendor and a commercial kitchen or commissary.
- Q. Proof of liability insurance in the amount and subject to the terms on file with the city's risk manager. The city's risk manager shall promulgate provisions regarding insurance requirements for mobile food vendors and shall be in an amount which is determined to be sufficient to adequately protect the city, persons, and property for injuries or damages which may be caused by activity under this chapter. Such insurance shall name as additional insured the City of Suisun City, its officers, agents, and employees, and shall further provide that the policy shall not terminate or be canceled without 30 calendar days' advance written notice to the City of Suisun City.
- R. Any other reasonable information regarding time, place, and manner of the mobile food vendor license that the director requires to evaluate the proposal.
- S. Certification by the applicant that the information contained in the application is true to his or her knowledge and belief.

18.56.050 - Expiration and Renewal of Mobile Food Vendor Licenses.

- A. Initial mobile food vendor licenses shall be valid until December 31 of the current year.
- B. Licenses shall be renewed on an annual basis. The city shall send notice to the licensee. The licensee shall submit the renewal annually, prior to the license's expiration date. A licensee may continue operations while an application for renewal is pending with the city. All renewal applications shall be filed with the finance department.
- C. Applications for renewals shall include all submittal materials as required at initial application, updated as necessary, proof of continuing compliance with health and safety regulations, and payment of the non-refundable renewal fee. Renewal licenses shall be valid for a one-year period beginning January 1.

18.56.060 - Operational License Standards.

- A. A mobile food vendor license cannot be transferred or conveyed from the licensee of record or otherwise assigned to another person.
- B. If a mobile food vendor transfers its mobile food vending business assets, the recipient of the assets shall, before operating, apply for and obtain a new mobile food vendor license from the city.

18.56.070 - Operational Standards.

Mobile food vendors shall comply with the following standards and conditions:

- A. Appearance and condition of the mobile food vending vehicle.
 - 1. All mobile food vending vehicles shall clearly display a current city business license, Solano County Health Department permit (and decal), and city mobile food vending license (and decal) in plain view and at all times.
 - 2. Aside from the signage required by subsection (a), no more than three (3) signs shall be attached to any mobile food vending vehicle, with a maximum aggregate display surface of thirty (30) square feet of signage per mobile food vending vehicle.
 - 3. The regular permitted hours of operation for all individual mobile food vending vehicles are 5:00 a.m. to 10:00 p.m. daily except Fridays and Saturdays the permitted hours of operation are 5:00 a.m. to 12:00 a.m.
- B. Utilities. Mobile food vending vehicles shall either be entirely self-sufficient in regard to gas, electricity, water, and telecommunications, or shall be required to apply for appropriate permits for any utility hook-ups or connections to on-site utilities to ensure building and public safety and consistency with applicable building codes.
- C. Refuse, trash, and litter maintenance.

1. The mobile food vendor or group site organizer shall not throw, deposit, discharge, leave, or permit to be thrown, deposited, discharged, or left, any fat, oil, grease, refuse, garbage, or other discarded or abandoned objects, articles, and accumulations, in or upon any street, alley, sidewalk, gutter, storm drain, inlet, catch basin, conduit or other drainage structure, or upon any public or private lot of land in the city.
2. A minimum of one thirty-two (32)-gallon liter receptacle shall be within fifteen (15) feet of each mobile food vending vehicle for customers and employees.
3. Mobile food vendors and group site organizers shall maintain the subject site and adjacent public right-of-way free of litter on and within one hundred (100) feet radius of their site.
4. At a minimum, all refuse shall be removed from the mobile food vending location or group site and properly disposed of after each vending period.
5. Failure to adequately clean up after a mobile food vending operation date shall be grounds for denying an applicant's request for license renewal.

D. Performance standards.

1. Noise levels from food vending facilities shall not exceed the city's noise ordinance standards. Vendors should use low-noise emission generators.
2. Noise and odors from food vending facilities shall be contained within the immediate area of the permitted mobile food vending location.
3. The mobile food vending vehicle shall not obstruct pedestrian or vehicular traffic.
4. The mobile food vendor shall maintain site circulation for pedestrians and access consistent with the Americans with Disabilities Act (ADA).

E. Security.

1. The site shall be maintained in a safe and clean manner at all times.
2. Mobile food vending vehicles and group sites shall have adequate lighting to ensure customer safety. Lighting shall be directed downwards and away from public streets and adjacent properties.

F. Seating, chairs and tables for stationary mobile food vending. Depending on site size, configuration and location, a plan for site amenities, including but not limited to tables and chairs, portable restroom facilities, and/or temporary shade structures, may be permitted in conjunction with the operation of a food vending site. A site plan depicting the proposed location of any site amenities shall be submitted for review and approval in conjunction with a mobile food vending license application.

G. Other requirements.

1. Mobile food vending vehicles shall be maintained in operating condition at all times and shall be movable at all times.
2. No mobile food vending vehicle shall become a permanent fixture on the site or be considered an improvement to real property.
3. The mobile food vendor shall always maintain a valid Solano County Health Department permit. If the permit expires, or is suspended or revoked, then all food sales shall cease until the permit is reinstated.
4. The group site organizer or their representative shall be personally present at all times during group site operations.
5. Proof of liability insurance in the amount required by the city shall be maintained by the mobile food vendor or group site organizer.
6. The posting of the mobile food vending license at the site is required at all times.
7. The mobile food vendor or group site organizer shall have a working telephone where he/she can be reached directly at all times during food vending.
8. The mobile food vendor shall park so that its service window faces the sidewalk and serve customers through its service window.
9. The sale or soliciting the sale of any alcoholic beverages or controlled substances from any mobile food vending vehicle is strictly prohibited.
10. The mobile food vendor shall comply with all applicable state and local laws, including, without limitation, all traffic and parking laws.

18.56.080 - Permitted Area.

Mobile food vending vehicles and group sites shall be subject to the following location requirements:

- A. Mobile food vending shall only be located in the mobile food vending permitted area, if any, and may be located on private property, on publicly owned property, or on the public right-of-way. Food vending in the street portion of a public right-of-way is restricted. The director is authorized to adopt a mobile food vending permitted area map and make amendments or correct administrative errors to such map. The director is also authorized to adopt any additional location requirements in addition to the requirements described in this chapter.
- B. A location for a mobile food vending vehicle or group site shall not be permitted:
 1. One hundred (100) feet from another mobile food vending vehicle or group site, unless permitted to operate at designated street public right-of-way, or are permitted to operate on different days of the week from the same location.

2. Within one thousand (1000) feet from the parcel boundary of a school serving children between kindergarten and high school between the hours of 7 a.m. and 6 p.m. Monday through Friday.

C. Mobile food vending vehicle or group sites also cannot block or impede access to:

1. Required parking or driveways;
2. Bicycle racks;
3. Signal crossings;
4. Required off-street parking;
5. Parking meters;
6. Pedestrian or bicycle routes;
7. Emergency vehicle routes;
8. Building entrances and exits;
9. Required accessibility routes and curb cuts;
10. Easements;
11. Trash enclosure areas or access to trash bins/trash enclosures; or
12. Other city facilities, as determined by the director.

D. Mobile food vending vehicles and group sites shall maintain site circulation and access consistent with the Americans with Disabilities Act (ADA).

E. In accordance with Section 114315 of the California Retail Food Code, mobile food vending vehicles stopped to conduct business for more than one hour, shall operate within two hundred (200) feet of an approved, readily available and functioning restroom facility. Executive portable toilet facilities with handwashing stations may satisfy this requirement.

F. Each mobile food vending vehicle and group site shall be located within two hundred (200) feet of a restroom facility that employees can legally access.

18.56.090 - License Approval, Denial, Suspension, Revocation, and Appeals.

A. The director shall approve, approve with conditions, or deny a mobile food vendor license application based on the standards and criteria set forth in this chapter and/or, if any, in the administrative guidelines. The director may impose conditions of approval on a mobile food vendor license in the exercise of his or her reasonable discretion. The applicant shall be notified of any conditions of approval in writing.

- B. The director may deny, suspend or revoke a license issued under this chapter. A license may be denied, suspended or revoked for any of the following reasons:
1. Fraud, misrepresentation or a false statement contained in the application for a license.
 2. Fraud, misrepresentation or a false statement made in connection with the selling of food.
 3. The receipt of an “F” grade during an inspection or an investigation in response to a complaint from the Solano County Health Department.
 4. Repeated failure to address pollutant discharge(s), including but not limited to, wash water discharge, fuel, detergents, tire dressings, foams, or any other chemicals.
 5. Violating any of the operating standards required under this chapter.
 6. Violating any of the license conditions imposed by this chapter.
 7. Causing a public nuisance or causing an unlawful or criminal activity to occur during the operation of a mobile food vending activity or group site; or any other violation of this chapter.
- C. Any person who has been notified regarding the denial of their mobile food vendor license application or the possible suspension or revocation of their mobile food vendor license may appeal the decision pursuant to Section 18.84.020 of this Code.
- D. When circumstances demonstrate that continued operation by a mobile food vendor poses an imminent threat to the public’s health and safety, the city may immediately suspend or revoke a mobile food vendor license. The mobile food vendor may request a hearing pursuant to Section 18.84.020 of this Code.
- E. It is unlawful for a mobile food vendor whose license has been suspended or revoked to continue to operate. If the city suspends or revokes a license, the mobile food vendor shall immediately cease all food vending operations.
- F. A mobile food vendor aggrieved by an order issued by the director may appeal the order to state district court.

18.56.100 Food Safety; Health Inspections and Certificates.

- A. Food hygiene standards. Mobile food vendors shall comply with all Solano County Health Department regulations.
- B. Food safety certification. At all times, at least one person working in a mobile food vending vehicle must hold a current food safety certification.

- C. Health inspections. For the purpose of protecting public health and safety, Solano County shall ensure that mobile food vending vehicles are inspected on an ongoing, randomized basis, based on their classification and inspection grade.
- D. Recordkeeping. The city shall establish and maintain a database to record the names of licensees, inspections, inspection reports and public complaints. The database shall also allow mobile food vendors to provide documentation to Solano County as needed.
- E. Inspection criteria and grading. Health inspections shall be conducted by Solano County using inspection criteria based on the state food code and a score-based grading system established by Solano County based on objective factors. The inspection criteria shall provide a letter-grade format that rates the vendor with an “A,” “B,” “C,” or “F” grade, based on the score received during the inspection. If a vendor receives two consecutive “A” grades, it shall be given a certificate of excellence. If a vendor receives an “F” grade, the city may suspend the vendor’s license until the vendor corrects the violations, is re-inspected and receives a grade of “A,” “B,” or “C.”
- F. Health certificate. Upon completion of an inspection, the Solano County shall issue a health certificate to the mobile food vendor displaying the vendor’s letter grade or achievement of excellence and record the grade in the database.
- G. Mobile food vendor license decal. Once all required County inspections and permits are approved, and the vendor has both a valid city business license and an approved mobile food vendor license, the mobile food vending vehicle may legally operate in the city. The operation must comply with all applicable requirements set by the county, city, and other relevant agencies. The mobile food vendor must place the official City of Suisun City mobile food vendor license decal in a clearly visible spot on the mobile food vendor vehicle. This decal confirms that the vehicle is fully approved and authorized to operate within the city.

18.56.110 - Enforcement.

The director shall be responsible for enforcing this chapter. If periodic inspections are necessary to monitor compliance, reinspection fees shall be assessed against the party responsible.

- A. Violation. Failure to comply with any of the provisions of this chapter is declared to be prima facie evidence of an existing violation, a continuing blight and a declared public nuisance and may be abated by the city, in accordance with the provisions of Chapter 8.12 of this Code. Any person in violation will be subject to administrative penalties, citations, civil action and/or other legal remedies that may be available to the city.
- B. Responsibility. If a mobile food vending vehicle is on a privately owned parcel, the parcel owner and the mobile food vending vehicle or group site organizer have joint and several liability for compliance with this chapter, including fees, administrative citations, civil actions, and/or legal remedies relating to a mobile food vending vehicle or group site. The parcel owner remains liable for any violation of duties imposed by this chapter even if the parcel owner has, by agreement, imposed on the mobile food vending vehicle or group site organizer the duty of complying with the provisions of this chapter.

- C. Revocation. The city reserves the right to revoke any mobile food vending license at any time for any of the reasons stated in Section 18.56.090 of this chapter or if it is found that the approved activity is violating any of the provisions of the Suisun City Municipal Code.

Revocation shall be immediately effective upon written notice of the revocation by the city. Should a mobile food vendor license be revoked, the vendor shall be required to cease operation immediately.

D. Penalties.

1. Any violation of this chapter is punishable by an administrative citation in accordance with Chapter 1.20 of this Code.
2. Appeals of administrative citations shall be conducted in accordance with the procedures and requirements Chapter 1.20 of this Code.
3. Notwithstanding paragraphs 1 and 2, enforcement action specifically authorized by this section may be utilized in conjunction with, or in addition to, any other statutory, code, administrative or regulatory procedure applicable to this chapter, including charges of an infraction or misdemeanor, as permitted under applicable law. In addition, nothing in this section shall be interpreted to preclude or limit the city from seeking injunctive or other judicial relief.
4. Notwithstanding the above, mobile food vendors who vend from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, upon a public sidewalk or other pedestrian path, shall be subject to enforcement in accordance with Section 5.34.110, and appeals in accordance with Section 5.34.120.

18.56.120 - Liability and Indemnification.

- A. To the fullest extent permitted by law, any actions taken by a public officer or employee under the provisions of this chapter shall not become the personal liability of any public officer or employee of the city.
- B. To the maximum extent permitted by law, the licensee under this chapter shall defend (with counsel acceptable to the city), indemnify and hold harmless the city, the city council, the city planning commission, and their respective officials, officers, employees, representatives, agents and volunteers (hereafter collectively called "city") from any liability, damages, actions, claims, demands, litigation, loss (direct or indirect), causes of action, proceedings or judgment (including legal costs, attorneys' fees, expert witness or consultant fees, city attorney or staff time, expenses or costs) (collectively called "action") against the city to attack, set aside, void or annul, any food vending-related approvals and actions or implementation of such approvals and actions, including conditions of approval, if any. The city may elect, in its sole discretion, to participate in the defense of said action and the licensee shall reimburse the city for its reasonable legal costs and attorneys' fees.

C. Within ten (10) calendar days of the service of the pleadings upon the city of any action as specified in Subsection B above, the licensee shall execute a Letter of Agreement with the city, acceptable to the city attorney, which memorializes the above obligations. These obligations and the Letter of Agreement shall survive termination, extinguishment or invalidation of the food vending-related approval. Failure to timely execute the Letter of Agreement does not relieve the licensee of any of the obligations contained in this section or any other requirements or performance or operating standards that may be imposed by the city.”

SECTION 3. CEQA. The City Council finds that the adoption of this Ordinance is exempt from environmental review pursuant to the California Environmental Quality Act (“CEQA”) Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions or applications of the chapter. The City Council hereby declares that it would have adopted each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 5. ADOPTION AND EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted and codified in the manner required by law.

INTRODUCED at a regular meeting of the City Council of the City of Suisun City, California on the 21st day of April, 2026.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California on the ____ day of _____, 2026.

Alma Hernandez, Mayor

ATTEST:

Anita Skinner, City Clerk

APPROVED AS TO FORM:

Patrick Enright, City Attorney

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on April 21st, 2026, and regularly passed and adopted at a regular meeting of said City Council held on _____, 2026, by the following vote:

- AYES:** Councilmembers:
- NOES:** Councilmembers:
- ABSENT:** Councilmembers:
- ABSTAIN:** Councilmembers:

WITNESS my hand and the seal of said City this ____ day of _____ 2026.

Anita Skinner, City Clerk

AGENDA TRANSMITTAL

MEETING DATE: April 28, 2026

AGENDA ITEM: Council Adoption of Resolution No. 2026-___: Authorizing the City Manager to Execute a Side Agreement for a 24-month Forbearance Suspending Monthly Lease Obligations from Solano Yacht Club (Lessee), located at 703 Civic Center Boulevard, to the City of Suisun City (Lessor) to Defray Costs of Maintenance Improvements and Upgrades and that the Action is Exempt from the California Environmental Quality Act.

FISCAL IMPACT: If approved, the City would not collect the required monthly lease obligation during the 24-month forbearance period, totaling approximately \$21,552 for the entire forbearance. This foregone revenue is expected to be offset by the value of the repairs and capital improvements to be completed by the Lessee under the proposed agreement.

STRATEGIC PLAN: Community Appeal. Community Vibrancy.

BACKGROUND: The Solano Yacht Club (SYC) (Lessee) is a non-profit organization founded in 1954 to encourage boating and other social activities. The SYC is open to members and its guests.

On April 4, 1975, the City of Suisun (Lessor), as property owner, entered into a lease agreement with SYC for a term of fifty (50) years effective from January 1, 1975, to December 13, 2024, as shown in the 1975 lease agreement included as **Attachment 2, SYC Lease Agreement (1975)**. According to the agreement, SYC would remit to the City a fee of \$1.00 per year so long as the SYC maintained its non-profit status and is not used in a manner “for profit.”

On October 4, 2005, the first amendment (Resolution 2005-68) to the 1975 lease agreement was adopted by the Suisun City Council, included as **Attachment 3, SYC 1st Amendment (2005)**. The key points of the amendment extended the lease term for another fifty (50) years from 2024 to 2074, increased yearly lease payments, increased the amount of insurance held by Lessee, and established a schedule of late fees for lease payments over fifteen (15) days late. In addition, the amendment established a framework for the Lessor to have the ability to make repairs and recover the costs from Lessee.

As a more than 50-year old structure, coupled with continual increases to material and labor throughout the years, needed repairs and maintenance along with generally aging infrastructure common in a structure of that age, the SYC is requesting a forbearance in monthly lease payments for twenty-four (24) months in order to allocate those resources to a variety of repairs and maintenance.

In early 2026, representatives from the SYC approached the City to explore opportunities for the City to grant relief for a defined period from lease payments to afford needed maintenance, repairs, and minor upgrades. The idea is that SYC’s savings from lease payments would be reallocated to the cost of these improvements. The SYC provided an itemized list of repairs and maintenance, as well as cost estimates for the repairs and improvements totaling approximately \$21,962.00, as shown in **Attachment 4, SYC Proposed Maintenance**.

In summary, the repairs and improvements would include maintenance to the dining room ceiling, upgrades to fencing for additional security, and repair and/or reconstruction of portions of the outdoor patio awning.

If approved by Council, the City Manager would be authorized to execute a side agreement putting into forbearance for 24 months of lease payments. Based on the current amount of rent, including an annual escalator of 2%, the forbearance would equate to approximately \$21,552 in payments that would be reallocated by the SYC to maintenance, assuming the forbearance begins July 2026 and lasts through July 2028.

STAFF REPORT: The 1975 lease agreement established a lease obligation of \$1.00 per year, for a total of \$50.00 for the term of 50 years. However, in 2005, the first amendment increased payments to \$600.00 per month beginning January 1, 2006, with an annual increase based on Consumer Price Index (CPI) not to exceed 2% annually. The Consumer Price Index is an economic indicator that measures the average change in prices paid by consumers for a representative basket of goods and services. It can be common to use CPI in commercial real estate and ground leases to ensure that rent increases correspond with national or regional inflation. The SYC has paid approximately \$176,025.00 in total lease payments since the amended lease was executed in 2006 and currently pays \$880 per month. The breakdown of each lease payment is included as **Attachment 5, SYC Payment History (2006-present)**.

Although the 1975 lease agreement explicitly states that "...It shall be the be the sole duty of Lessee to maintain said buildings in good repair at its own cost and expense," the Council could authorize a side agreement that expands upon or modifies these repair responsibilities.

Staff has evaluated the proposed lease payment forbearance under Article XVI, Section 6 of the California Constitution, which prohibits cities from making a gift of public funds. A "gift" occurs when a public agency transfers money or thing of value without receiving adequate consideration or a corresponding public benefit.

In this case, the proposed forbearance would temporarily suspend lease payments under an existing lease for a period of twenty-four (24) months. However, the proposed action would likely not constitute a gift of public funds provided that the Agreement provides a public benefit and adequate consideration to the City. The SYC describes some of its many community benefits in a letter provided by Kimberly Dorcik, SYC Social Director & Board Member, included as part of Attachment 4. As described, SYC hosts many annual events centered upon giving back to the community, such as the coat, toy, and food drives, youth programs through an existing partnership with Sea Scouts, as well as support for the City's annual Lighted Boat Parade.

First, the City retains ownership of the underlying real property and the improvements thereon, which remain a public asset. The proposed forbearance is not a unilateral transfer of funds, but rather a contractual modification of lease payment timing in exchange for continued occupancy, improvements, and maintenance of an asset on City-owned property.

Second, SYC's proposed capital repairs and maintenance to the facility are more likely to constitute adequate consideration if they are (1) beyond routine tenant obligations under the lease, (2) specifically defined in scope and cost, and (3) enforceable through performance standards, reporting requirements, and remedies for nonperformance.

Such improvements would enhance the condition and useful life of the structure, thereby providing a

quantifiable public benefit to the City by ensuring the structure remain in good order to continue providing space for events and programs.

Third, to further ensure a public purpose, staff recommends incorporation of additional public benefits into the Agreement. For example, the existing lease agreement already specifies that the City can use the SYC facilities free of charge with a minimum fifteen (15) day notice. We encourage the Council to consider what public benefit(s), if any, they desire as part of the Agreement and provide Staff direction to include that in the Agreement, should it be approved. Other potential public benefits could include ideas such as youth-boating programs available to the public organized by the SYC, specified days open to the public, or other improvements intended to increase access or availability to the water and/or boating sponsored by the SYC. Inclusion of such provisions would strengthen the public purpose nexus.

Accordingly, with appropriate findings and obligations, the proposed forbearance would be structured as an exchange for public benefits rather than a gratuitous transfer of public funds, and therefore would likely not constitute a gift of public funds under Article XVI, Section 6 of the California Constitution. However, if the Agreement does not provide any public benefit or consideration beyond existing lease obligations, there is a risk that the forbearance could be challenged as a gift of public funds due to the foregone rental revenue.

Furthermore, although maintenance is the responsibility of the Lessee, the property is a City-owned asset; the Agreement, if approved, provides a creative solution for ensuring adequate maintenance of a structure located on City property. While SYC intends on occupying the property until at least 2074, it is in the City's best interest to ensure the building is maintained to prevent future deterioration, regardless of when it is vacated.

If approved, the City Manager, in concert with the City Attorney, would prepare the Agreement stipulating the terms and performance metrics. Although these terms can vary as of the Council, it is recommended that the term be for twenty-four (24) months, the maintenance schedule provided in this Staff Report is adhered to, and retribution and/or penalties if the repairs are not made within the specified period. Additionally, it is recommended that all necessary permits and/or entitlements be secured at the full expense of SYC.

Environmental Review

The Development Services Director has determined that the proposed action is not a "project" pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378 because it involves administrative activities of the City that will not result in a physical change in the environment.

STAFF RECOMMENDATION: Staff recommends that the City Council consider a resolution authorizing the City Manager to execute a side agreement for a 24-month forbearance suspending monthly lease obligations from Solano Yacht Club (Lessee), located at 703 Civic Center Boulevard, to the City of Suisun City (Lessor) in exchange for the SYC completing specified improvements, repairs, and maintenance and adopt Resolution No. 2026-___: Authorizing the City Manager to Execute a Side Agreement for a 24-month Forbearance Suspending Monthly Lease Obligations from Solano Yacht Club (Lessee), located at 703 Civic Center Boulevard, to the City of Suisun City (Lessor) to Defray Costs of Maintenance Improvements and Upgrades and that the Action is Exempt from the California Environmental Quality Act.

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2026-___: Authorizing the City Manager to Execute a Side Agreement for a 24-month Forbearance Suspending Monthly Lease Obligations from Solano Yacht Club (Lessee), located at 703 Civic Center Boulevard, to the City of Suisun City (Lessor) to Defray Costs of Maintenance Improvements and Upgrades and that the Action is Exempt from the California Environmental Quality Act
2. SYC Lease Agreement (1975)
3. SYC 1st Amendment (2005)
4. SYC Proposed Maintenance
5. SYC Payment History (2006 to present)

PREPARED BY:

Ricky Caperton, Development Services Director

REVIEWED BY:

Ricky Caperton, AICP, Dev. Services Director

APPROVED BY:

Bret Prebula, City Manager

ATTACHMENTS:

1. [Solano Yacht Club Lease Side Agreement ATCH 1 CC RESO No. 2026-XX.DOCX](#)
2. [Solano Yacht Club Lease Side Agreement ATCH 2 SYC Lease Agreement \(1975\).pdf](#)
3. [Solano Yacht Club Lease Side Agreement ATCH 3 SYC 1st Amendment \(2005\).pdf](#)
4. [Solano Yacht Club Lease Side Agreement ATCH 4 SYC Proposed Maintenance.pdf](#)
5. [Solano Yacht Club Lease Side Agreement ATCH 5 SYC Payment History \(2006-present\).docx](#)

RESOLUTION NO. 2026 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A SIDE AGREEMENT FOR A 24-MONTH FORBEARANCE SUSPENDING MONTHLY LEASE OBLIGATIONS FROM SOLANO YACHT CLUB (LESSEE), LOCATED AT 703 CIVIC CENTER BOULEVARD, TO THE CITY OF SUISUN CITY (LESSOR) TO DEFRARY COSTS OF MAINTENANCE IMPROVEMENTS AND UPGRADES AND THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

WHEREAS, on April 4, 1975, the City of Suisun City (Lessor or City) and the Solano Yacht Club, Inc. (Lessee or Solano Yacht Club), entered into a Lease Agreement (Agreement) for the lease of property located at 703 Civic Center Boulevard in the City of Suisun City, attached as **Exhibit A**; and

WHEREAS, on October 4, 2005, the Agreement was amended (First Amendment) to increase monthly payment amounts between Lessee and Lessor, and extend the term of lease through December 30, 2074, among other things, attached as **Exhibit B**; and

WHEREAS, the City desires to authorize the City Manager to execute a side agreement by and between the Lessee and Lessor for a 24-month forbearance of monthly lease payments to defray costs of maintenance and improvements to the property which Solano Yacht Club currently occupies on City property; and

WHEREAS, the Solano Yacht Club agrees to adhere to the maintenance schedule provided as **Exhibit C**; and

WHEREAS, the total cost of forbearance would be approximately \$21,552.00; and

WHEREAS, if the maintenance is not completed within the 24-month forbearance period, the Lessee shall repay the Lessor the total savings amount over the subsequent months by paying double the lease amount until those costs are fully recovered; and

WHEREAS, funds retained by the Lessee during the forbearance period must be applied exclusively to maintenance and improvements as outlined in the maintenance schedule; and

WHEREAS, the City determined that the proposed action is not a “project” pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378 because it involves administrative activities of the City that will not result in a physical change in the environment.

ATTACHMENT 1

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

- 1. That the City Council hereby approves and authorizes the City Manager to execute a side agreement by and between the City of Suisun City and Solano Yacht Club establishing a 24-month forbearance period to defray costs of maintenance and improvements.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 28th day of April 2026, by the following vote:

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

WITNESS my hand and the seal of said City this 28th day of April 2026.

 Anita Skinner
 City Clerk

EXHIBIT(S):

- A. 1975 Solano Yacht Club Lease Agreement
- B. 2005 First Amendment to the Solano Yacht Club Lease Agreement
- C. Maintenance Schedule

ATTACHMENT 1

[NOTE: Exhibits A, B, and C will be added to the final resolution prior to execution]

1 THIS LEASE, made and entered this 4th day of April, 1975
2 by and between the CITY OF SUISUN CITY, hereinafter called
3 LESSOR and SOLANO YACHT CLUB, INC., a non-profit corporation
4 hereinafter called LESSEE.

5 WITNESSETH: That the said Lessor does hereby lease and
6 demise unto the said Lessee, and said Lessee does hereby hire
7 and take the following described real property situate in the
8 County of Solano, State of California, and described as follows:

9 All that certain real property specifically
10 delineated on Exhibit "A" attached hereto,
11 made a part hereof as if the same were herein
12 set forth in full,

13 to have and to hold the same with the appurtenances thereof unto
14 the Lessee for the term of fifty (50) years from the first day
15 of January, 1975, to the thirtieth day of December, 2024, at a
16 rental of \$1.00 per year, payable on the first day of December
17 each year during the term hereof. Said letting and taking shall
18 be on the following terms and conditions:

19 Lessee has represented itself to be a non-profit corporation,
20 organized and existing for the recreational activities of its
21 members and not for the purpose of profit in its enterprises and
22 it is expressly understood and agreed that this lease shall
23 immediately terminate if Lessee's non-profit status should
24 terminate, either by dissolution of the corporation or the
25 determination by any taxing body that said Lessee has ceased to
26 be a non-profit corporation. Lessor reserves the right, in
27 addition to the above, to make its own determination as to the
28 non-profit status of Lessee and should Lessor determine in its
29 sole discretion that Lessee has ceased to function as a non-profit
30 corporation then and in that event Lessor shall have the right
31 to immediately terminate this lease and declare the same to be
32 null and void.

1 It is expressly understood, covenanted and agreed that there
2 are buildings located upon the premises and that it shall be the
3 sole duty of Lessee to maintain said buildings in good repair at
4 its own cost and expense.

5 Lessor shall have the right to enter said premises at all
6 reasonable times for the purpose of inspecting said buildings
7 and grounds subject to this lease and if Lessor in its sole
8 discretion shall determine that said buildings and grounds are
9 not being maintained and repaired in a workmanlike manner then
10 and in that event Lessor shall have the right to notify Lessee
11 in writing of the deficiencies in said maintenance and repairs
12 and said Lessee shall have thirty (30) days in which to affect
13 the repairs and maintenance required by Lessor and in the event
14 the same are not repaired in said thirty (30) days, Lessor shall
15 have the right to immediately terminate this lease and declare
16 the same to be null and void.

17 In the event that Lessee desires to make alterations to
18 said buildings or additions to said buildings, Lessee shall
19 first obtain the written consent of Lessor and Lessor shall have
20 the right to approve all plans and specifications for said
21 repairs and alterations and additions, it being expressly
22 understood and agreed that the cost thereof should be borne
23 solely by Lessee and Lessee covenants and agrees not to allow
24 any valid liens to attach real property by reason of any
25 alterations or additions to said buildings.

26 It is expressly understood and agreed that there is a
27 common area owned by Lessor and under the control of Lessor
28 which said common area may be used by Lessee in common with
29 other tenants of Lessor. It is expressly understood and agreed,
30 however, that Lessor shall maintain said common area and shall,
31 in its own discretion, designate such portions of the property
32 as a common area which Lessor selects and the size of said

1 common area may vary from time to time in the full discretion
2 of Lessor.

3 Lessee shall have the obligation of maintaining public
4 liability insurance by means of a policy the amount of which
5 must be in a sum which is commonly known as \$200,000, and shall
6 name Lessor as an additional insured. And, in addition thereto,
7 if Lessee uses the common area designated by Lessor, Lessee's
8 public liability insurance shall cover Lessee's activities upon
9 said common area, and, for that purpose, Lessor shall be named
10 as an additional insured.

11 Upon the expiration of this lease, or any sooner termin-
12 ation thereof, Lessee agrees to quit and surrender said premises
13 in as good condition as reasonable wear and tear thereof will
14 allow.

15 In the event that action should be brought by Lessor to
16 enforce any of the terms, covenants or conditions herein,
17 Lessee agrees to pay a reasonable sum as and for attorney fees
18 to Lessor for each action brought by Lessor to enforce this
19 lease and Lessor shall have the option to make said attorney
20 fees a part of the judgment and cost.

21 It is further expressly understood and agreed that Lessee
2 shall comply with all State and Local laws and ordinances
3 pertaining to the conduct of activities upon said premises and
4 shall not allow any illegal act to be done upon said premises.

5 It is further mutually understood and agreed that part of
6 the consideration for this lease is the improvement of the
7 area in which said premises are located and Lessee agrees to
8 comply with all reasonable requests which Lessor may make
9 pertaining to landscaping, exterior painting and general
10 upgrading of the quality of the demised premises for the
11 purpose of creating an architectural continuity in the neighbor-
12 hood.

Lessee shall not sublease or sublet the whole or any part of the demised premises without first obtaining the written consent of Lessor.

In Witness Whereof, the parties hereto have hereunder set their hands the day and year first above written.

SOLANO YACHT CLUB

CITY OF SUISUN CITY

Arthur S. Reinhart
Arthur S. Reinhart, Commodore

Manuel Baracosa VICE MAYOR
Manuel Baracosa, Mayor

Martha Miller
Martha Miller, Secretary

Clara M. Sharps
Clara M. Sharps, City Clerk

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RESOLUTION NO. 2005-68

A RESOLUTION OF THE SUISUN CITY COUNCIL APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE LEASE BETWEEN THE CITY OF SUISUN CITY AND THE SOLANO YACHT CLUB

WHEREAS, on April 4, 1975, the City of Suisun City (the "Lessor") and the Solano Yacht Club, Inc. (the "Lessee"), collectively the "Parties," entered into a Lease Agreement (the "Agreement") for the lease of waterfront City property (the "Property"), attached as Exhibit C; and

WHEREAS, the Parties desire to extend the term through December 30, 2074; and

WHEREAS, the Parties desire to increase the yearly rent payments; and

WHEREAS, the Parties desire to increase the amount of insurance held by Lessee; and

WHEREAS, the Parties desire to provide late fees for rent payments over fifteen (15) days late; and

WHEREAS, the Parties desire to provide the Lessor with the ability to make repairs and recover the costs from Lessee; and

WHEREAS, the Parties desire to acknowledge the Lessee's participation in civic events within the City of Suisun City, such as the Waterfront Festival, July 4th celebrations, and Lighted Boat Parade.

WHEREAS, the Parties acknowledge the May 13, 1996 Marina Guest Dock Policies, and April 2002 Electrical Upgrades and Use Agreement of the East Side of the East Dock, Exhibit B, for such purposes as illustrated and to establish a minimum of an annual review process to establish an on going cooperation and communication between parties

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby approves and authorizes the execution of the First Amendment to the Lease Agreement between the City of Suisun City and Solano Yacht Club, Inc.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the necessary documentation associated with this transaction.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, duly held on the 4th day of October, 2005 by the following vote:

AYES:	Council Members	<u>Day, Derting, Sanchez, Segala, Spring</u>
NOES:	Council Members	<u>None</u>
ABSENT:	Council Members	<u>None</u>
ABSTAIN:	Council Members	<u>None</u>

WITNESS my hand and the seal of said City this 4th day of October 2005.



Linda Hobson, CMC
City Clerk

**First Amendment to Lease Agreement
Between the City of Suisun City and Solano Yacht Club, Inc.**

WHEREAS, on April 4, 1975, the City of Suisun City (the "Lessor") and the Solano Yacht Club, Inc. (the "Lessee"), collectively the "Parties," entered into a Lease Agreement (the "Agreement") for the lease of waterfront City property (the "Property"), attached as Exhibit C; and

WHEREAS, the Parties desire to extend the term through December 30, 2074; and

WHEREAS, the Parties desire to increase the yearly rent payments; and

WHEREAS, the Parties desire to increase the amount of insurance held by Lessee; and

WHEREAS, the Parties desire to provide late fees for rent payments over fifteen (15) days late; and

WHEREAS, the Parties desire to provide the Lessor with the ability to make repairs and recover the costs from Lessee; and

WHEREAS, the Parties desire to acknowledge the Lessee's participation in civic events within the City of Suisun City, such as the Waterfront Festival, July 4th celebrations, and Lighted Boat Parade.

WHEREAS, the parties acknowledge the May 13, 1996 Marina Guest Dock Policies, and April 2002 Electrical Upgrades and Use Agreement of the East Side of the East Dock, Exhibit B, for such purposes as illustrated and to establish a minimum of an annual review process to establish an on going cooperation and communication between parties

NOW, THEREFORE, the Parties hereto agree as follows:

1. Paragraph 2 of the Agreement shall be amended to read as follows:

"WITNESSETH: That the said Lessor does hereby lease and demise unto the said Lessee, and said Lessee does hereby hire and take the following described real property situated in the County of Solano, State of California, and as described as follows:

All that certain real property specifically delineated on Exhibit "A" attached to the First Amendment hereto, made a part hereof as if the same were herein set forth in full.

To have and to hold the same with the appurtenances thereof unto the Lessee for the term of one hundred (100) years from the first day of January, 1975, to the thirtieth day of

December, 2074, at a rental of \$1.00 per year, payable on the first day of December each year during the term thereof. Effective January 1, 2006, the rent is \$600.00 per month, and effective January 1, 2007, the rent increases based on CPI not to exceed two percent (2%) each year. If a rent payment is received on or after the 17th of any month when rent is due, the Lessor may charge a late fee of the greater of 5% (five percent) of the payment or the interest rate authorized by California Civil Code Section 1812.626. Said letting and taking shall be on the following terms and conditions:"

2. Paragraph 5 of the Agreement shall be amended to read as follows:

"Lessor shall have the right to enter said premises at all reasonable times for the purpose of inspecting said buildings and grounds subject to this lease and if Lessor in its sole discretion shall determine that said buildings and grounds are not being maintained and repaired in a workmanlike manner then and in that event Lessor shall have the right to notify Lessee in writing of the deficiencies in said maintenance and repairs and said Lessee shall have thirty (30) days in which to affect the repairs and maintenance required by Lessor. In the event the same are not repaired in said thirty (30) days, Lessor shall have the right to either (a) immediately terminate this lease and declare the same to be null and void; or (b) perform said maintenance and repair and recover the cost from Lessee. An operating agreement between Lessor and Lessee is attached hereto as Exhibit "B"."

3. Paragraph 8 of the Agreement shall be amended to read as follows:

"Lessee shall have the obligation of maintaining public liability insurance by means of a comprehensive general liability policy the amount of which must be not less than One Million Dollars (\$1,000,000.00) combined single limit or Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate, and shall name Lessor as an additional insured. And, in addition thereto, if Lessee uses the common area designated by Lessor, Lessee's public liability insurance shall cover Lessee's activities upon said common area, and, for that purpose, Lessor shall be named as an additional insured."

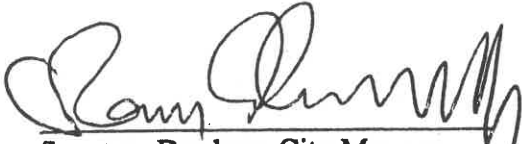
4. Paragraph 14 is hereby added to the Agreement as follows:


"It is understood that the Lessee will participate in civic events such as the Waterfront Festival, the 4th of July, the Lighted Boat parade, and other events promoting the City of Suisun City. It is also understood that the Lessee will make the Property available for Lessor's use, free of charge, upon fifteen (15) days' written notice from Lessor. Neither the participation in civic events nor the availability of the Property shall be considered mandatory, nor shall the failure of either constitute a breach or default of this Lease."

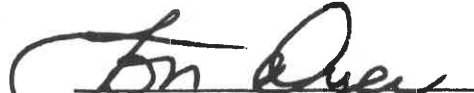
5. All other terms of the Lease Agreement, dated April 4, 1976, shall remain in full force and effect.

LESSOR, City of Suisun City

Lessee:

F&R

 Suzanne Bradgon City Manager


 Dennis Garidel, Commodore


 Lon Dyer, Past Commodore

ATTEST:


 Linda Halsan
 City Clerk

APPROVED AS TO FORM:

 10/24/05
 Sky Woodruff, City Attorney

Exhibit A

Legal Description

[Insert legal description of leased premises]

EXHIBIT A

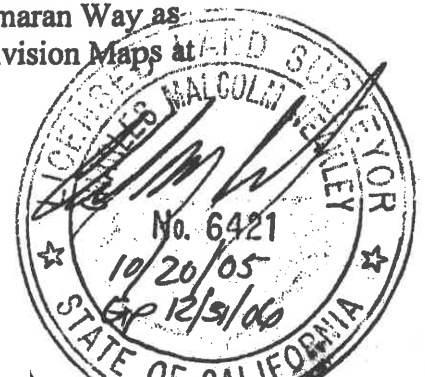
Legal Description

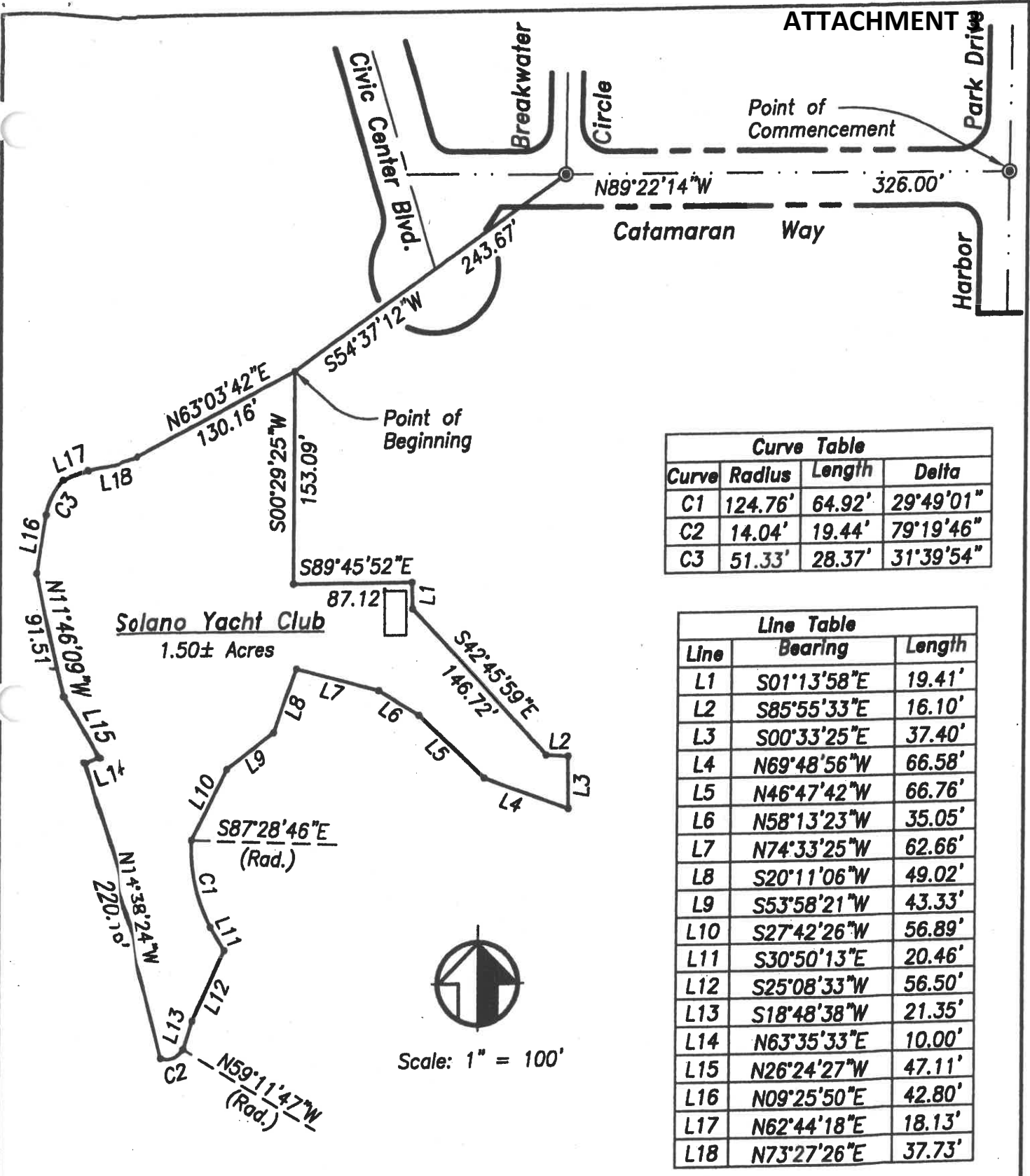
All that real property situate in the City of Suisun City, State of California being described as follows:

Commencing at a city monument located at the intersection of Catamaran Way and Harbor Park Drive as shown on that certain map entitled, "Final Map of Harbor Park", filed for record August 23, 2001 in Book 72 of Subdivision Maps at Page 48 in the Office of the Solano County Recorder; thence North 89°22'14" West, 326.00 feet to the city monument located at the intersection of Catamaran Way and Breakwater Circle as shown on said map; thence South 54°37'12" West, 243.67 feet to the true point of beginning of this description; thence, from said point of beginning, South 00°29'25" West, 153.09 feet; thence South 89°45'52" East, 87.12 feet; thence South 01°13'58" East, 19.41 feet; thence South 42°45'59" East, 146.72 feet; thence South 85°55'33" East, 16.10 feet; thence South 00°33'25" East, 37.40 feet; thence North 69°48'56" West, 66.58 feet; thence North 46°47'42" West, 66.76 feet; thence North 58°13'23" West, 35.05 feet; thence North 74°33'25" West, 62.66 feet; thence South 20°11'06" West, 49.02 feet; thence South 53°58'21" West, 43.33 feet; thence South 27°42'26" West, 56.89 feet to the beginning of a non-tangent curve concave easterly having a radius of 124.76 feet, from which point the radius bears South 87°28'46" East; thence southerly along the arc of said curve 64.92 feet through a central angle of 29°49'01"; thence South 30°50'13" East, 20.46 feet; thence South 25°08'33" West, 56.50 feet; thence South 18°48'38" West, 21.35 feet to the beginning of a non-tangent curve concave northerly having a radius of 14.04 feet, from which point the radius bears North 59°11'47" West; thence westerly along the arc of said curve 19.44 feet through a central angle of 79°19'46"; thence North 14°38'24" West, 220.10 feet; thence North 63°35'33" East, 10.00 feet; thence North 26°24'27" West, 47.11 feet; thence North 11°46'09" West, 91.51 feet; thence North 09°25'50" East, 42.80 feet to the beginning of a tangent curve concave southeasterly having a radius of 51.33 feet, thence northeasterly along the arc of said curve 28.37 feet through a central angle of 31°39'54"; thence North 62°44'18" East, 18.13 feet; thence North 73°27'26" East, 37.73 feet; thence North 63°03'42" East, 130.16 feet to the point of beginning.

Containing 1.50 acres, more or less.

Bearings shown hereon are based on the monumented centerline of Catamaran Way as shown on said map filed for record August 23, 2001 in Book 72 of Subdivision Maps at Page 48 in the Office of the Solano County Recorder.





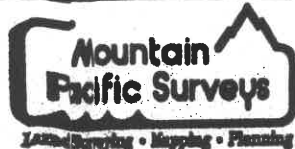
Curve Table			
Curve	Radius	Length	Delta
C1	124.76'	64.92'	29°49'01"
C2	14.04'	19.44'	79°19'46"
C3	51.33'	28.37'	31°39'54"

Line Table		
Line	Bearing	Length
L1	S01°13'58"E	19.41'
L2	S85°55'33"E	16.10'
L3	S00°33'25"E	37.40'
L4	N69°48'56"W	66.58'
L5	N46°47'42"W	66.76'
L6	N58°13'23"W	35.05'
L7	N74°33'25"W	62.66'
L8	S20°11'06"W	49.02'
L9	S53°58'21"W	43.33'
L10	S27°42'26"W	56.89'
L11	S30°50'13"E	20.46'
L12	S25°08'33"W	56.50'
L13	S18°48'38"W	21.35'
L14	N63°35'33"E	10.00'
L15	N26°24'27"W	47.11'
L16	N09°25'50"E	42.80'
L17	N62°44'18"E	18.13'
L18	N73°27'26"E	37.73'

Solano Yacht Club
1.50± Acres

Scale: 1" = 100'

EXHIBIT B



1505 W. Texas Street
Folsom, CA 95630
PH (707) 485-8834
FAX (707) 485-1989

SOLANO YACHT CLUB
PLAT TO ACCOMPANY
LEGAL DESCRIPTION

Approved	
Drawn C. Owens	Scale 1" = 100'
Date 10-11-05	Sheet No. 2
Proj. No. 505101	of 2

Exhibit B

**May 13, 1996 Marina Guest Dock Policies and Electrical Upgrades and Use Agreement
of the East side of the East Dock Exhibit B**

[Insert Agreement]

Memorandum

ATTACHMENT 3

80

To: Steve Baker, City Manager

approved as proposed.

From: Mick Jessop, Director Recreation & Community Services

Date: 4/18/02

Re: Electrical Power to East Side of East Marina Dock

The Solano Yacht Club has offered to pay for the total installation cost to have electrical plugs, as per code, available for the east side visitor docks. The quote description from Star Lighting for the job is the low quote and has been reviewed and approved by the Building Department. Bellingham Marine, builders of the docks we use, employees have stated they see no structural problems with this proposal and the resultant planned use.

The lack of power availability on the east side of the east dock has been an issue for a number of years for both the Yacht Club and for Gus. When there have been visiting boats with cruise-ins, and boats tie to the dock either bow to bow or side ties, electrical cords must be brought across the dock from the tenant dock boxes. Besides causing a trip hazard and making it difficult to move tenant or guest supplies in the cart, on occasion the split power draw will trip the slip breakers. Gus and I both agree that visitor power is important, for the above reasons, and that electrical plugs need to be installed on the east side of the east dock.

We have explored this issue numerous times in the past and have always stopped at not having the funds required to install as per code. Now that Solano Yacht Club has offered to pay the entire installation cost, I would recommend we accept the offer and allow them to contract for the installation.

Operationally, Gus and I would not recommend any changes to our guest dock policy or our mutually cooperative guest dock utilization, of the City docks, with Solano Yacht Club. The City would continue to pay for the power and maintenance of all docks and dock structures. Solano Yacht Club would continue to develop and give to Gus the annual cruise-in calendar, along with updates as changes may occur, followed by a list of actual boats and owners for any given guest dock utilization at no charge. Any stay over 72 hours or not approved by the Marina Supervisor, will be charged the guest dock berthing fee. Any boat owner wanting to use a slip instead of the guest dock will be charged as per our rate schedule. Cruise-ins are not denied unless unplanned and the City has already planned use of the dock, or the

April 18, 2002

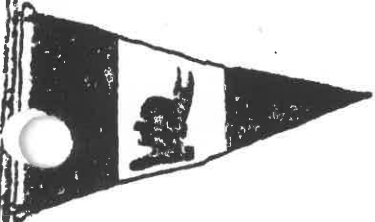
Marina Supervisor deems the cruise-in to be unsafe or potentially damaging to the docks.

The power demand should not increase significantly as there will be very little change to how the marina has operated with cruise-ins all along. This change will allow electrical power use to be done safer and with less disruption to our tenants. Cius and I would like to proceed as soon as possible with the understanding that there be no charge for our guest dock cruise-in service, at least for the first year, to allow us time to evaluate any cost effect. Solano Yacht Club is requesting that due to the capital outlay for installation that future guest dock charges on the east side be waived, held to a minimum, or somehow be justifiably charged for the cost of the service. Also, we, as marina manager, as is currently the process, will not rent out the east visitor dock for use other than extended cruise-in stays.

Please contact either Cius or me if you need any further information and/or to let us know how to proceed.

SOLANO YACHT CLUB

P. O. Box 411 ☆ Suisun City, California 94585



May 28, 1996

To: City of Suisun City representatives;
Mick Jessop
John Malmquist
Margaret Reasoner

From: Solano Yacht Club representatives;
Vern Bendsen
Dennis Garidel
Sonny Johnson

Subject: Marina Guest Dock Policy

The agreement as written is mutually acceptable, will be posted and available for member or public review by both parties, and will be the recognized policy in effect in Solano Yacht Club rules.

This statement of acceptance is to clarify the mutual policy as related to the Solano Yacht Club.

Paragraph 1. Seventy two hours (3 days) means the length of unrestricted stay at the Guest Dock or slip when appropriate. A request for extension beyond the above stay will be handled on a case by case basis through the Marina Supervisor.

Request for extensions to the Marina Supervisor, having advance notice, will not be withheld unreasonably, without purpose or reason effecting Marina operations or impeding the availability to generate revenue or disturbing tenants or other Yacht Club members.

Paragraph 2. Solano Yacht Club members or Solano Yacht Club sponsored cruise-ins will use the East Guest Dock. If the East Guest Dock is filled, the Marina supervisor will provide the use of available slips. Available slips are those that are not rented as per the Marina Supervisor's records.

Each year, during the months of January or February, a committee from each of the two entities will meet to see what is working, what needs to be improved and to address any problems that have occurred.

MARINA GUEST DOCK POLICY .

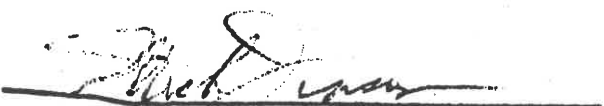
Suisun City Marina has two separate and distinct guest (transient) docks. One dock, known as the West Dock, is located south of the Old Town plaza on Solano Street having no individual slips available. This dock has no security gate and no electrical or water hook-ups.

The other dock, known as the East Guest Dock, is located on the shore side of the east side of the marina, having no individual slips. The East Guest Dock is accessed via a keyed entry gate. There are no electrical or water hook-ups, although the adjacent slips on the channel side of the dock all have water and electrical hook-ups on the dock boxes.

Rules Governing Guest Dock Usage:

1. Transient (temporary) use only, limited up to three days (72 hours) with check out time at noon on the 3rd day. The Marina Supervisor may extend this time for special events, emergencies, or with advance notice by vessel operator and with space and schedule permitting, on a case by case basis.
2. The West Guest Dock will be primarily used for single vessel tie-up. The East Guest Dock will be primarily used for group boating, either SYC sponsored cruise-ins or private group cruise-ins. Scheduling for either dock usage will be the responsibility of the Marina Supervisor on a first come, first serve basis. If the number of boats in a preregistered approved cruise-in exceeds the capacity of the guest dock, or a City sponsored event requiring the use of slips, the Marina Supervisor may approve the use of available slips for the overflow at no charge. SYC or private group cruise-ins will provide the Marina Supervisor with cruise-in registration information 72 hours in advance of an event.
3. At the East Guest Dock, if space is available and/or no arrangements have been made otherwise all boats in slips will be charged according to the established Guest berth rates.
4. All visitors using the East or West Guest Dock must register with the Marina Office. Visitors on the East Dock must obtain a key. Key deposit is \$20.00 per key, refunded upon return of key. However, the SYC may issue a key and will take the responsibility to register all vessels at the Marina Office on behalf of their visitor. SYC visitor registration will be in accordance with the approved registration form. SYC will provide weekly registration lists to the Marina; or, will notify the marina as soon as they become aware of a "drop-in" guest.
5. On East or West Guest Docks there will be side ties only. Stern docking may be accomplished with the approval of the Marina Supervisor if docking is secure and does not block access or egress for the rest of the channel.

6. On the East Guest Dock, side to side rafting is permitted only if the total combined width of both vessels (no more than two) including fenders, does not exceed 25' at the widest point and only if the outside vessel (closest to the shore) draws less than 30".
7. Shore power is not available on the east side of the dock. Extension cords to the channel side of the dock may be used for temporary shore power when properly secured and positioned as to not cause a safety problem for foot traffic on the dock. The Marina Supervisor must inspect and approve all temporary shore power on this dock.
8. It is encouraged that vessels tied at the southern most end of the East Guest Dock show its mooring lights (as if at anchor) during the hours of darkness or low visibility.
9. Guest berthing in any slip will be charged at the rate as established by the City of Suisun City and published under Guest Berth Rates.
10. Suisun City, through the authority of the Marina Supervisor reserves the right to invoke emergency powers to preserve the health, safety, and welfare of the citizens and/or marina.
11. All periodic changes, amendments or clarifications adopted in the Marina Guest Dock Policies will be available upon request at the Marina office and the SYC.
12. These rules may be updated or reviewed annually or as deemed necessary by the City Manager or as requested by City Council, the Department of Boating and Waterways or Suisun City Parks and Recreation Commission. Any request to modify or change these rules may first be agendized at a Parks and Recreation Commission meeting for public discussion.



 City of Suisun City

5-29-96

 Date



 Solano Yacht Club Commodore

5/29/96

 Date

(Marinaru.drf - 51496)

Exhibit C

Lease Agreement between the City of Suisun City and Solano Yacht Club, Inc.

[Insert original Agreement]

1 THIS LEASE, made and entered this 4th day of April, 1975
2 by and between the CITY OF SUISUN CITY, hereinafter called
3 LESSOR and SOLANO YACHT CLUB, INC., a non-profit corporation
4 hereinafter called LESSEE.

5 WITNESSETH: That the said Lessor does hereby lease and
6 demise unto the said Lessee, and said Lessee does hereby hire
7 and take the following described real property situate in the
8 County of Solano, State of California, and described as follows:

9 All that certain real property specifically
10 delineated on Exhibit "A" attached hereto,
11 made a part hereof as if the same were herein
12 set forth in full,

13 to have and to hold the same with the appurtenances thereof unto
14 the Lessee for the term of fifty (50) years from the first day
15 of January, 1975, to the thirtieth day of December, 2024, at a
16 rental of \$1.00 per year, payable on the first day of December
17 each year during the term hereof. Said letting and taking shall
18 be on the following terms and conditions:

19 Lessee has represented itself to be a non-profit corporation,
20 organized and existing for the recreational activities of its
21 members and not for the purpose of profit in its enterprises and
22 it is expressly understood and agreed that this lease shall
23 immediately terminate if Lessee's non-profit status should
24 terminate, either by dissolution of the corporation or the
25 determination by any taxing body that said Lessee has ceased to
26 be a non-profit corporation. Lessor reserves the right, in
27 addition to the above, to make its own determination as to the
28 non-profit status of Lessee and should Lessor determine in its
29 sole discretion that Lessee has ceased to function as a non-profit
30 corporation then and in that event Lessor shall have the right
31 to immediately terminate this lease and declare the same to be
32 null and void.

1 It is expressly understood, covenanted and agreed that there
2 are buildings located upon the premises and that it shall be the
3 sole duty of Lessee to maintain said buildings in good repair at
4 its own cost and expense.

5 Lessor shall have the right to enter said premises at all
6 reasonable times for the purpose of inspecting said buildings
7 and grounds subject to this lease and if Lessor in its sole
8 discretion shall determine that said buildings and grounds are
9 not being maintained and repaired in a workmanlike manner then
10 and in that event Lessor shall have the right to notify Lessee
11 in writing of the deficiencies in said maintenance and repairs
12 and said Lessee shall have thirty (30) days in which to affect
13 the repairs and maintenance required by Lessor and in the event
14 the same are not repaired in said thirty (30) days, Lessor shall
15 have the right to immediately terminate this lease and declare
16 the same to be null and void.

17 In the event that Lessee desires to make alterations to
18 said buildings or additions to said buildings, Lessee shall
19 first obtain the written consent of Lessor and Lessor shall have
20 the right to approve all plans and specifications for said
21 repairs and alterations and additions, it being expressly
22 understood and agreed that the cost thereof should be borne
23 solely by Lessee and Lessee covenants and agrees not to allow
24 any valid liens to attach real property by reason of any
25 alterations or additions to said buildings.

26 It is expressly understood and agreed that there is a
27 common area owned by Lessor and under the control of Lessor
28 which said common area may be used by Lessee in common with
29 other tenants of Lessor. It is expressly understood and agreed,
30 however, that Lessor shall maintain said common area and shall,
31 in its own discretion, designate such portions of the property
32 as a common area which Lessor selects and the size of said

1 common area may vary from time to time in the full discretion
2 of Lessor.

3 Lessee shall have the obligation of maintaining public
4 liability insurance by means of a policy the amount of which
5 must be in a sum which is commonly known as \$200,000, and shall
6 name Lessor as an additional insured. And, in addition thereto,
7 if Lessee uses the common area designated by Lessor, Lessee's
8 public liability insurance shall cover Lessee's activities upon
9 said common area, and, for that purpose, Lessor shall be named
10 as an additional insured.

11 Upon the expiration of this lease, or any sooner termin-
12 ation thereof, Lessee agrees to quit and surrender said premises
13 in as good condition as reasonable wear and tear thereof will
14 allow.

15 In the event that action should be brought by Lessor to
16 enforce any of the terms, covenants or conditions herein,
17 Lessee agrees to pay a reasonable sum as and for attorney fees
18 to Lessor for each action brought by Lessor to enforce this
19 lease and Lessor shall have the option to make said attorney
20 fees a part of the judgment and cost.

21 It is further expressly understood and agreed that Lessee
2 shall comply with all State and Local laws and ordinances
3 pertaining to the conduct of activities upon said premises and
4 shall not allow any illegal act to be done upon said premises.

5 It is further mutually understood and agreed that part of
6 the consideration for this lease is the improvement of the
7 area in which said premises are located and Lessee agrees to
8 comply with all reasonable requests which Lessor may make
9 pertaining to landscaping, exterior painting and general
10 upgrading of the quality of the demised premises for the
11 purpose of creating an architectural continuity in the neighbor-
12 hood.

Lessee shall not sublease or sublet the whole or any part of the demised premises without first obtaining the written consent of Lessor.

In Witness Whereof, the parties hereto have hereunder set their hands the day and year first above written.

SOLANO YACHT CLUB

CITY OF SUISUN CITY

Arthur S. Reinhart
Arthur S. Reinhart, Commodore

Manuel Baracosa VICE MAYOR
Manuel Baracosa, Mayor

Martha Miller
Martha Miller, Secretary

Clara M. Sharps
Clara M. Sharps, City Clerk

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Solano yacht club

From Kimberly Dorcik <kimberlydorcik@yahoo.com>

Date Wed 4/22/2026 9:18 AM

To Ricky Caperton <rcaperton@suisun.com>

Hi Ricky,

Thank you again for your guidance on what is needed for the Council report.

I've attached the Blessing of the Fleet flyer for your reference as well. This is one example of the type of public-facing, community-centered events we host throughout the year in partnership with the City.

I have also outlined our proposed improvements along with estimated costs and included a narrative from the Solano Yacht Club's perspective to support our request.

Proposed Improvements & Estimated Costs:

- Dining room ceiling replacement (materials only): **\$12,562**
(Labor provided by volunteers)
- Security fencing for rear patio area: **\$3,800**
- Reinforcement and extension of awning structure: **\$5,600**
(Labor primarily provided by volunteers)

We are also evaluating a permanent outdoor structure and will provide those details as they are finalized.

The Solano Yacht Club is requesting a temporary two-year suspension of rent to allow us to reinvest directly into these critical facility improvements, which support safety, sustainability, and continued community use. We would also respectfully request consideration for waiving applicable permit fees, as these improvements are being funded by the Club and completed largely through volunteer labor.

The Solano Yacht Club is a **nonprofit, fully volunteer-based organization** that consistently reinvests its resources back into the facility and the community. We host the Coast Guard Auxiliary at no cost for their monthly meetings, as well as their annual events, and their boater safety classes are open to the public.

We proudly partner with Pride Industries by providing access to our facility for adults with disabilities, and we support numerous nonprofit and community

organizations including the wildlife center, local Little League, and scholarship fundraising efforts such as Walk for Life.

We host annual coat, toy, and food drives for the local food bank, and we support youth programs through our partnership with Sea Scouts, including donating a 42-foot crew boat and kayaks. Sea Scouts also volunteer at our once-a-month general meetings, with all tips going directly back to support their program.

In partnership with the City of Suisun, we host Opening Day on the Water, including the Blessing of the Fleet, and provide boater safety information to the public. Additionally, we host the annual Lighted Boat Parade during the holiday season, which is open to the public and includes a community spaghetti feed dinner.

We also host the annual Neuro Conference, led by Dr. Jay Gunkelman, which brings national and international attendees to Suisun City and generates an estimated \$240,000 annually in local economic impact through hotels, restaurants, and tourism.

During the COVID-19 shutdown, the Solano Yacht Club remained a committed partner by continuing to pay full rent without requesting financial assistance, despite limited operations.

Historically, the Solano Yacht Club has played an important role in the development of the Suisun waterfront. In the late 1990s, the Club donated the docks behind the Yacht Club to the City, which were previously owned by the Club. Earlier, the Club also assisted with the installation of the boat dock and launch ramp in 1962.

These contributions, along with our ongoing community support, demonstrate that the Solano Yacht Club is not just a tenant, but a long-standing partner invested in the success of Suisun City.

We believe that this temporary rent suspension will allow us to make necessary improvements that will preserve the facility, enhance safety, and expand our ability to serve the community while continuing to generate economic benefit for the City.

Please let me know if you need anything further ahead of the April 28th Council meeting. I look forward to discussing this with you on Monday.

Thank you,
Kimberly Dorcik
Social Director & Board Member
Solano Yacht Club

 [707-688-4365](tel:707-688-4365)

 socialdirector@solanoyacht.club

ATTACHMENT 5

Solano Yacht Club Payment History (2006-present)

	2006	2007	2008	2009	2010
Jan.	\$600.00	\$612.00	\$624	\$636	\$645
Feb.	\$600.00	\$612.00	\$624	\$636	\$645
Mar.	\$600.00	\$612.00	\$624	\$636	\$645
Apr.	\$600.00	\$612.00	\$624	\$636	\$645
May	\$600.00	\$612.00	\$624	\$636	\$645
Jun.	\$600.00	\$612.00	\$624	\$636	\$645
Jul.	\$600.00	\$612.00	\$624	\$636	\$645
Aug.	\$600.00	\$612.00	\$624	\$636	\$645
Sep.	\$600.00	\$612.00	\$624	\$636	\$645
Oct.	\$600.00	\$612.00	\$624	\$636	\$645
Nov.	\$600.00	\$612.00	\$624	\$636	\$645
Dec.	\$600.00	\$612.00	\$624	\$636	\$645
<i>Total</i>	<i>\$7,200.00</i>	<i>\$7,344.00</i>	<i>\$7,488.00</i>	<i>\$7,632.00</i>	<i>\$7,740.00</i>

	2011	2012	2013	2014	2015
Jan.	\$658.00	\$658.00	\$658	\$685	\$713
Feb.	\$658.00	\$658.00	\$658	\$685	\$713
Mar.	\$658.00	\$658.00	\$658	\$685	\$713
Apr.	\$658.00	\$658.00	\$658	\$698	\$713
May	\$658.00	\$658.00	\$685	\$698	\$713
Jun.	\$658.00	\$658.00	\$685	\$698	\$713
Jul.	\$658.00	\$658.00	\$685	\$698	\$713
Aug.	\$658.00	\$658.00	\$685	\$698	\$713
Sep.	\$658.00	\$658.00	\$685	\$698	\$713
Oct.	\$658.00	\$658.00	\$685	\$698	\$713
Nov.	\$658.00	\$658.00	\$685	\$698	\$713
Dec.	\$658.00	\$658.00	\$685	\$698	\$713
<i>Total</i>	<i>\$7,896.00</i>	<i>\$7,896.00</i>	<i>\$8,112.00</i>	<i>\$8,337.00</i>	<i>\$8,556.00</i>

	2016	2017	2018	2019	2020
Jan.	\$727.00	\$742.00	\$757	\$772	\$786
Feb.	\$727.00	\$742.00	\$757	\$772	\$786
Mar.	\$727.00	\$742.00	\$757	\$772	\$786
Apr.	\$727.00	\$742.00	\$757	\$772	\$786
May	\$727.00	\$742.00	\$757	\$772	\$786
Jun.	\$727.00	\$742.00	\$757	\$772	\$786
Jul.	\$727.00	\$742.00	\$757	\$772	\$786
Aug.	\$727.00	\$742.00	\$757	\$772	\$786
Sep.	\$727.00	\$742.00	\$757	\$772	\$786
Oct.	\$727.00	\$742.00	\$757	\$772	\$786
Nov.	\$727.00	\$742.00	\$757	\$772	\$786
Dec.	\$727.00	\$742.00	\$757	\$772	\$786
<i>Total</i>	<i>\$8,724.00</i>	<i>\$8,904.00</i>	<i>\$9,084.00</i>	<i>\$9,264.00</i>	<i>\$9,432.00</i>

	2021	2022	2023	2024	2025
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ATTACHMENT 5

Jan.	\$797.00	\$813.00	\$829	\$846	\$863
Feb.	\$797.00	\$813.00	\$829	\$846	\$863
Mar.	\$797.00	\$813.00	\$829	\$846	\$863
Apr.	\$797.00	\$813.00	\$829	\$846	\$863
May	\$797.00	\$813.00	\$829	\$846	\$863
Jun.	\$797.00	\$813.00	\$829	\$846	\$863
Jul.	\$797.00	\$813.00	\$829	\$846	\$863
Aug.	\$797.00	\$813.00	\$829	\$846	\$863
Sep.	\$797.00	\$813.00	\$829	\$846	\$863
Oct.	\$797.00	\$813.00	\$829	\$846	\$863
Nov.	\$797.00	\$813.00	\$829	\$846	\$863
Dec.	\$797.00	\$813.00	\$829	\$846	\$863
<i>Total</i>	<i>\$9,564.00</i>	<i>\$9,756.00</i>	<i>\$9,948.00</i>	<i>\$10,152.00</i>	<i>\$10,356.00</i>

	2026	2027	2028	2029	2030
Jan.	\$880.00				
Feb.	\$880.00				
Mar.	\$880.00				
Apr.					
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Jul.					
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Dec.					

AGENDA TRANSMITTAL

MEETING DATE: April 28, 2026

AGENDA ITEM: Council Discussion and Feedback on the Community Conversation Program Related to the Suisun City Expansion Plan.

FISCAL IMPACT: The Community Conversation Group Meeting Program is designed to be delivered primarily through existing staff resources and existing communications infrastructure. The staff time related to this program will be part of the reimbursement agreement for the project as ongoing feedback is an important element of the project.

STRATEGIC PLAN: This action supports the City Council’s adopted Five-Year Strategic Plan (2025–2030) by advancing the priorities of **Good Governance, Community Engagement, and Organizational Transparency**. It directly implements the Strategic Plan’s direction on strengthening two-way communication with residents and broadening the base of Suisun City residents who meaningfully participate in decisions that affect the future of their community. Specifically, the action advances: **Goal A (Public Safety)** by lowering the temperature of civic dialogue and reducing the risk of conflict at large public meetings on a contentious topic; **Goal B (Community Appeal)** by ensuring that any decision about expansion reflects a broader, more representative cross-section of the community; **Goal C (Sustainability and Stewardship)** by building a durable, trust-based engagement model that can be used for future Citywide issues; and **Goal D (Community Vibrancy)** by activating informal civic life in neighborhoods, front porches, and small businesses — the places where most resident conversation already happens. Approval of this action directly reinforces the Council’s commitment to informed, inclusive, and legitimate public decision-making.

BACKGROUND: Suisun City is in the middle of a community discussion about the future of the City, including whether, and on what terms, the City would approve the Suisun Expansion Plan. Because the question is both technical and deeply personal, the multiple communication streams are required.

The City has relied on a traditional mix of engagement tools to date: regular City Council meetings, publicly noticed workshops, occasional town hall formats, newsletters, and digital outreach through the Suisun Expansion website and social channels. These formats remain essential and will continue. However, staff and Council have observed, consistent with well-documented patterns in other communities, that traditional public forums typically attract a narrow and self-selecting subset of residents. The result is that the Council receives clear signals from a small number of engaged voices, and comparatively little from the much larger group of residents who, for reasons of schedule, temperament, language, family obligations, trust, or simple discomfort with formal public settings, do not attend City meetings.

The proposed model is not a replacement for any existing engagement channel or public hearing. It is a supplemental front-end tool designed to sit alongside traditional formats and expand their reach, not narrow it. It is intended to be deployed in advance of any formal decision point, so that when the Council does deliberate on expansion-related actions, it does so with the benefit of a wider and more representative understanding of how Suisun City residents view the issue.

STAFF REPORT: This report is organized in five parts: (1) the Engagement Challenge that the program is designed to address; (2) the role of the Community Conversation Guide; (3) the Community Conversation Group Meeting model itself, including the three-step process, the six resident benefits, and the six safeguards; (4) a side-by-side comparison of traditional public forums and the proposed supplemental model, showing the engagement gap this program is designed to close; and (5) implementation, timeline, and recommended Council framing.

1. The Engagement Challenge: Reaching Residents Who Are Not Currently Being Heard

The Council has been clear and consistent: any conversation about the future of Suisun City must reflect the voices of the community, not just the voices that reach the dais. That is a harder problem than it sounds.

On any given topics of housing, downtown development, expansion, public safety, the pattern of who speaks at a public meeting is remarkably consistent. A small group of residents speaks regularly; a larger group speaks once or twice on issues they feel strongly about; and the largest group does not speak at public meetings at all. That last group is not disengaged. These are residents who work multiple jobs, have children at home in the evening, are uncomfortable speaking on a televised record, are newer to civic processes, speak a language other than English as a first language, have had past negative experiences with government bodies, or simply prefer to talk with people they already know rather than address a microphone in a formal chamber.

When a decision as significant as a potential city expansion is on the table, it is not enough for the Council to hear clearly from the first two groups. The Council must also find a credible way to invite the third group the larger, quieter group — into the conversation. Without that, decisions carry a legitimacy risk: even a well-reasoned decision can be challenged on the grounds that the loudest residents were heard and the rest were not. The Community Conversation Group Meeting model is specifically designed to close that gap.

The model is not about excluding anyone. Residents who already attend public meetings will continue to do so, and staff will continue to prepare for them. The model simply adds a second, parallel channel tailored to residents for whom a City meeting is not the right way in. It lowers the bar to civic participation from “show up, sign up, and speak on camera” to “come to a friend’s house, read a short guide, and talk.”

2. The Community Conversation Guide: Context, Not a Conclusion

Every conversation in the program begins from the same factual starting point: the Community Conversation Guide. The Guide is a short, plain-language publication prepared by staff and issued by the City. Its purpose is to provide residents with a common, neutral foundation for their discussions. It is explicitly not a pitch, not a ballot, and not a recommendation. It does not ask residents to agree with any particular outcome.

The Guide gives residents four things. First, a brief historical context for Suisun City, including the long-standing structural constraints that have shaped the City’s finances and service delivery over the past several decades. Second, a plain description of the status quo — what the current path looks like if the City makes no structural changes. Third, an overview of the proposed expansion concept at a level of detail that a non-specialist resident can read in a single sitting. Fourth, a set of discussion questions designed to help a small group talk through the trade-offs in their own terms.

The Guide’s format follows a logical order: an introduction; a section on seventy years of structural constraints that have shaped Suisun City’s fiscal and service environment; a section on the costs of treading water, which describes the practical consequences of not changing course; a section on understanding the proposed expansion plan; a section on standards for responsible expansion; a set of discussion questions for group use; and a “learn more” section pointing residents to additional resources, including City staff contacts and future public meetings.

The Guide plays two roles at once. For residents, it levels the informational playing field — a resident who has never attended a Council meeting has the same factual baseline as a resident who attends every one. For the City, it ensures that the feedback the Council ultimately receives is grounded in a shared set of facts about what is actually being discussed, rather than in a series of disconnected interpretations. That shared baseline is itself a form of safeguard: it reduces the risk that the program becomes a vehicle for misinformation or that conversations in one neighborhood and another neighborhood end up discussing fundamentally different versions of the same topic.

3. The Community Conversation Group Meeting Model

The model is straightforward and can be summarized in a single sentence: invite residents to apply to host a small group; give those hosts training and a common Host Guide; and ask them to report back with themes. The three-step structure is:

1. **Invite.** The City invites residents to host small, informal conversations among people they already know, neighbors, coworkers, families, congregations, and small-business patrons.
2. **Host.** Verified residents/business owners who sign up as hosts receive training and a Host Guide, then convene a small group of their choosing in a setting that feels comfortable to them (a living room, a back patio, a classroom after hours, a church social hall, a small-business back room).
3. **Report.** After their conversation, hosts submit a short summary of themes — the concerns residents raised, the ideas they offered, the trade-offs they wrestled with — without naming participants, recording attendance, or attaching identifying information. Staff compile these themes into a single report for Council.

A Stronger Format for Residents — Six Reasons This Works

The program is intentionally designed around the realities of residents who are unlikely to attend a City meeting. Six features, taken together, make the format accessible in a way a formal public forum is not:

- **Comfort.** Residents participate in a familiar setting — a neighbor’s living room or a favorite local business — instead of a formal public venue.
- **Access.** For many residents, this is a first step into civic engagement. The format meets them where they are and does not require them to stand at a podium, sign a speaker card, or speak on camera.
- **Trust.** The conversation is hosted by someone the resident already knows and trusts. That trust relationship, not the City’s authority, is what brings residents into the room.
- **Safety.** Because the conversation happens in a small group among people who already know each other, the risk of escalation, confrontation, or public conflict is dramatically lower than other formats.
- **Privacy.** No names, attendance records, or identifying information are collected. Residents can speak without worrying that their comments will be attributed to them personally.
- **Ownership.** The City does not lead the discussion. Residents own the dialogue. Staff provide the Guide and the training, but the conversation itself is resident-to-resident.

Safeguards for a Credible Process

Accessibility is only valuable to the Council if the process is also credible. Residents, the press, and future Councils must be able to trust that the themes report fairly reflects what Suisun City residents actually said and that the process cannot be gamed by any one group or interest. Six safeguards are built into the program from the start:

Safeguard	Description
Verified Local Hosts	Only residents who live or operate a business in Suisun City may serve as hosts. Hosts must submit a brief application, and the City verifies residency or business address before confirming.
No Staff Presence at Conversations	City staff do not attend the small-group conversations. This preserves a peer-to-peer environment and reduces the intimidation factor that keeps some residents away from City meetings.
Common Host Guide	Every host receives the same Host Guide, ensuring a consistent set of questions, facts, and ground rules across every conversation regardless of who hosts it.
Training Prior to Hosting	Before their first conversation, every host completes a brief training led by City staff or a designated facilitator. Training covers neutral facilitation, accurate use of the Guide, and the reporting process.
No Attendance Recorded	No participant rosters, sign-in sheets, or attendance lists are maintained. Residents can participate without being identified on any City record.
Themes-Only Reporting	Feedback is submitted to the City as themes, concerns, and ideas — not as individual statements tied to any participant. Names are never collected, submitted, or published.

Taken together, these safeguards are the reason this format is defensible in a public setting. Staff can state, accurately and on the record, that hosts were verified local residents, that the same Host Guide was used across every conversation, that no resident’s identity was collected or retained, and that the Council has received only themes — not names, not individual quotes, and not attendance lists. The process is inclusive by design and credible by construction.

How the Process Works — Five Operational Steps

Operationally, the program follows a repeatable five-step sequence:

1. The City publishes the Community Conversation Guide and conducts a focused outreach push through the City website, newsletters, social channels, local faith-based networks, community organizations, and small-business partners — inviting residents to consider hosting.
2. Interested residents submit a brief host application. Staff verify residency or business address, confirm the applicant’s commitment to a neutral process, and complete a video training module.
3. Hosts complete a short video training module before their first conversation. Training covers the Guide, neutral facilitation, the themes-only reporting format, and the privacy safeguards.

4. Trained hosts convene small gatherings in the setting of their choice, with no City staff present. Hosts use the same Host Guide, which anchors every conversation in the same facts and questions.
5. Hosts submit a short themes summary through a structured template. Staff compile the submissions into a single themes report for Council, with individual names and attendance information never collected, submitted, or published.

4. Why This Will Produce Richer Feedback Than Town Halls Alone

To be specific about the value this program adds and to make clear what kind of residents it is designed to reach the table below compares traditional public formats (Council meetings, town halls, noticed workshops) against the Community Conversation Group Meeting model on the dimensions that most shape who actually participates and what the Council ultimately learns:

Engagement Dimension	Traditional Public Forums (Town Halls / Council Meetings)	Community Conversation Group Meetings
Setting	Formal public venue (Council Chambers, community center); recorded and televised.	Informal, familiar settings — living rooms, front porches, faith spaces, small businesses.
Who Typically Attends	Self-selecting subset of residents — most often those with strong opinions, prior civic involvement, or a specific grievance.	A broader cross-section reached through neighbors, friends, and trusted local hosts — including residents who do not attend City meetings.
Visibility and Privacy	Public comment is part of the record; names are recorded; remarks are attributed.	No attendance is recorded; no names are submitted with feedback; only themes are reported to Council.
Tone of Dialogue	Often one-to-many, time-limited, and can become adversarial in contentious topics.	Peer-to-peer conversation built on existing trust, with more time for reflection and follow-up questions.
Information Base	Depends on what each resident has independently read or heard; uneven factual foundation.	All participants receive the same factual Guide in advance, providing a common baseline for discussion.
Role of City Staff	Staff lead presentations, answer questions, and manage the room.	Staff are not present during conversations. Verified local hosts facilitate using a common Host Guide; staff support training and theme compilation only.
Output for Council	Minutes, public comment transcripts, and individual speaker input.	A themes-only report summarizing what residents discussed and the concerns and ideas they raised — without identifying any individual.

Read top to bottom, the table is a single argument: traditional forums are very good at capturing the views of residents who are already willing to come to City Hall, and less good at capturing the views of everyone else. The proposed model does not replace the former; it directly addresses the latter. Layered together, the two channels produce a picture of the community that neither channel can produce on its own.

There is a further dimension worth noting. Traditional public forums, by design, produce individual testimony attached to named residents. That format is essential for formal public records and for

specific decision points, but it is not always the format most likely to produce honest reflection on an emotionally loaded topic. When residents know their remarks will be recorded and attributed, some simply do not speak. Others speak, but in a more guarded way. The Community Conversation Group Meeting model relaxes that constraint in a controlled way — names are never attached to feedback — while still producing a credible, themes-level product the Council can act on.

5. Implementation, Timeline, and Recommended Council Framing

If the Council approves this program, staff would propose the following sequencing. The Community Conversation Guide would be finalized and published within approximately three weeks of Council authorization. The host sign-up portal would open concurrently with Guide publication, and staff would begin application review and training immediately. Small-group conversations would take place during a defined engagement window approximately six to eight weeks — with hosts free to convene their groups at times that work for their circle. At the close of the engagement window, staff would compile submitted themes into a single themes report and return to Council with that report at a regular meeting. The full cycle, from Council authorization to themes report, is anticipated to take approximately ninety days.

The recommended Council framing for this program is direct and consistent with the design of the program itself: this is a supplemental, front-end engagement tool, not a replacement for any public process. It meets residents where they are. It lowers the temperature of a complex discussion. And it gives the Council clearer feedback from a broader, more representative set of Suisun City residents before any formal decision is required. A short, plain-language message to residents would reinforce that framing:

Why This Matters for Residents Who Do Not Participate in Traditional City Forums

The single most important reason to authorize this program is that Suisun City cannot responsibly make a long-term decision on its future without hearing from residents who do not participate in traditional government-led community conversations or town halls — and under the current engagement model, those residents are structurally underrepresented in the feedback the Council receives.

A resident who works an evening shift does not attend a 6:00 p.m. Council meeting. A resident with small children at home does not sign up to speak at a televised workshop. A resident who speaks limited English does not typically feel comfortable addressing a podium in a formal public chamber. A resident who has had a difficult prior experience with government, anywhere in their life, does not volunteer to have their name and address read into the public record. None of these residents are opting out of civic life. They are opting out of one specific format of civic life. The City's job is to offer another format that fits their lives — and to make sure their views reach the Council when it matters.

The Community Conversation Group Meeting model does that in a structurally different way than any outreach channel the City currently operates. It does not ask residents to come to the City. It sends a trusted neighbor, trained on a common Guide, to convene a conversation in a setting where the resident is already comfortable. It does not ask residents to identify themselves. It does not ask them to speak first, or loudest, or on the record. It asks them to talk honestly, for an hour or two, with people they already trust, about a topic that matters for their community — and it gives the Council a credible, privacy-preserving readout of what they said.

For a discussion as consequential as expansion, that shift is the difference between hearing from the residents who usually speak and hearing from the community as a whole. It is also the difference between a Council decision that carries the legitimacy of a broad-based listening process and one that

is, fairly or unfairly, open to the criticism that it was shaped only by the voices that already had a microphone. This program is designed to give the Council the former.

Delaying authorization of this program would postpone the start of a ninety-day cycle that is designed to run in advance of any formal expansion-related decision point. Any delay in authorization moves the window in which the Council can receive a broader resident themes report closer to, or past, the point at which decisions must be made. Acting at this time allows the City to publish the Guide, open host sign-ups, complete training, run the engagement window, and deliver the themes report back to the Council on a schedule that preserves the Council's ability to deliberate with that input in hand.

STAFF RECOMMENDATION: Provide staff with feedback if changes are needed to the program.

DOCUMENTS ATTACHED:

1. PowerPoint Presentation
2. Community Guide
3. Host Guide

PREPARED BY:

Michael Elm, Administrative Technician

REVIEWED BY:

Bret Prebula, City Manager

APPROVED BY:

Bret Prebula, City Manager

ATTACHMENTS:

1. [Community Conversation Guide PowerPoint PDF.pdf](#)
2. [Suisun Expansion Community Conversation Guide.pdf](#)
3. [Host Guide - Suisun Expansion Conversation Guide.pdf](#)




A Better Way to Hear Residents

Why the Community Conversation Group Meeting model is a strong option for engaging Suisun City residents on possible expansion / annexation.

- Comfortable Setting
- Broader Participation
- Actionable Feedback



1

The Engagement Challenge

How do we continue to engage residents on a complex, emotional, high-stakes issue in a way that builds legitimacy?

Traditional public meetings alone are not enough.

- Some residents are uncomfortable speaking in a formal public setting.
- Meetings often reward the loudest voices, not the widest range of views.
- People may have ideas to share, but not in front of cameras, crowds, or conflict.
- Council benefits from hearing not only advocates and opponents, but also quieter residents in the middle.

Lower the Temperature

Small-group settings reduce the public spectacle and create room for honest conversation.

Broaden Participation

Residents can engage in homes or businesses, with neighbors and trusted voices.

Strengthen Council's Position

Council receives more informed feedback and demonstrates visible good-faith outreach.

2

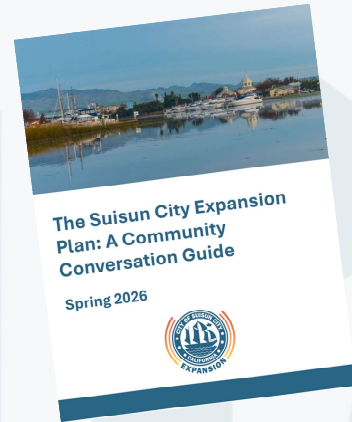
The Guide Provides Context — Not a Conclusion

Before asking residents what they think, the City explains why Suisun is in this position and why expansion is being explored.

What the guide gives residents:

- A clear explanation of Suisun’s historic structural constraints and how the City was boxed in over time.
- A straightforward case that the status quo is not sustainable and that incremental tools alone may not be enough.
- An overview of the proposed expansion, its possible benefits, its risks, and the standards the City intends to apply.
- A common baseline of facts so residents can have better conversations - and Council can receive better feedback.

This is not asking residents to talk first and learn later.



The guide creates informed participation.

Guide Format

1 Historical Information

2 Proposed Plan

3 Discussion Questions

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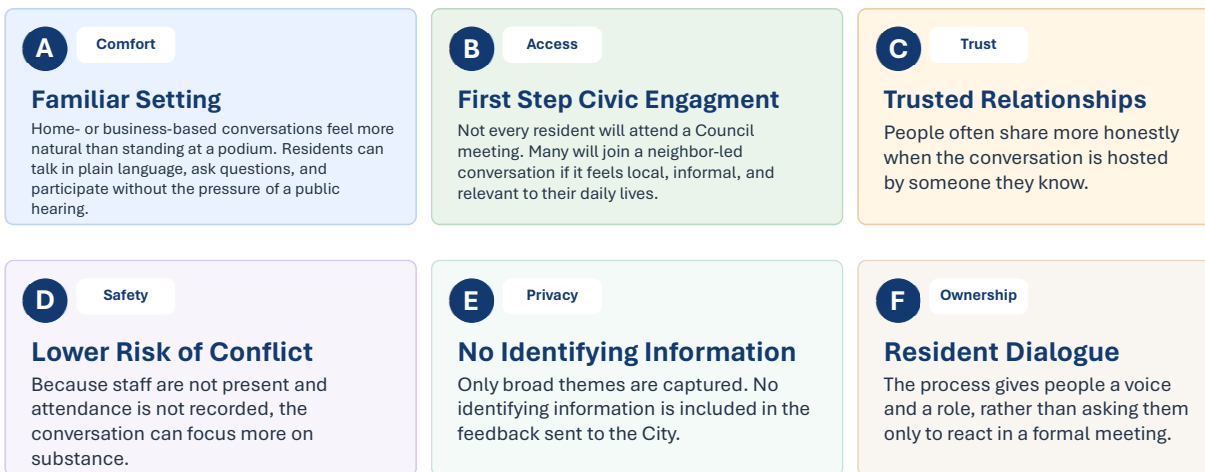
How the Process Works



5

An Accessible Format for Residents

Designed to reduce obstacles and makes it easier for more people to take part.



6

Safeguards for a Credible Process

These controls help the City widen participation while protecting privacy, consistency, and public trust.



Verified local hosts

The host application is used to confirm that the gathering will be held in Suisun City and to provide submission instructions.



Common Host Guide

Every host works from the same discussion framework, which keeps the process aligned across gatherings.



Training before hosting

A City-provided training video explains what the gathering is — and what it is not.



No staff presence at gatherings

Residents can speak more openly, while avoiding the feeling that the event is a formal hearing or City-managed meeting.



No attendance recorded

The process removes one more barrier for people who want to participate without being listed or tracked.



Themes only, not names

Hosts report overall themes. No identifying information or attributed comments are included in the Council-facing summary.

Bottom line: this approach gives Council a better chance of hearing more residents, in a format that is easier to manage.

7

Summary

This is not a replacement for formal public process. It is a smarter front-end engagement tool.

It meets residents where they are.

It lowers the temperature while broadening participation.

It gives Council clearer, more organized community feedback.

Proposed message to residents: “Your voice matters, and this process offers a more comfortable way to share it.”

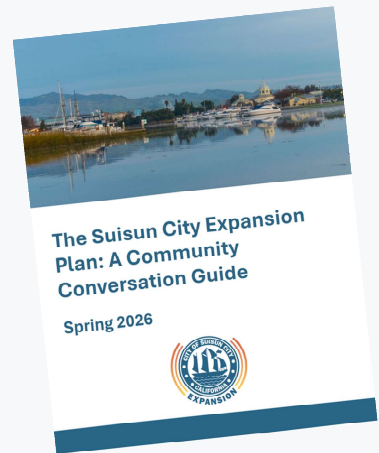
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A New Approach to Civic Engagement

If approved, this communication model will give the Council an initial window into perspectives from members of the community who have historically been underheard. If successful, this approach could continue to be used throughout the exploration process, providing the Council with additional community feedback and insight at each stage along the way.

Staff Recommendation:

- Launch the host sign-up and training process.
- Publish the guide and Host Guide publicly.
- Return to Council with a compiled themes report.



**Informed residents.
Better outreach.
Stronger legitimacy.**



The Suisun City Expansion Plan: A Community Conversation Guide

Spring 2026



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Introduction and Purpose

An invitation to discuss Suisun City's Future.

For most of its history, Suisun City has faced challenges that its neighbors have not. As the smallest city in Solano County, Suisun has long been boxed in by its geography, bypassed by freeway development, and left with a limited tax base that makes it hard to fully fund the services residents deserve. These are not new problems. They go back decades, and they are rooted in planning decisions and boundary politics that today's residents did not create.

Our city has worked hard within those limits, but we have always operated at a disadvantage. Right now, our city is exploring structural solutions to our city's challenges through the Suisun Expansion Plan, a proposed effort to annex land east of the city.

This discussion guide is designed to help residents better understand our city's challenges so they can weigh in on our future.

The first part of this guide is informative. It starts by explaining how we got to where we are today and outlines the city's history and what led to our current challenges. It then provides an overview of the expansion plan, including what it means for residents, the potential benefits and concerns, and the city's priorities as we evaluate the project.

The guide then provides a set of questions which are meant to be discussed among neighbors, friends, and shared with our city leaders. Our city believes that informed residents make for better decisions, which starts with making sure

everyone has access to the same clear and honest information.

Annexing land to the east of the city could create much-needed new housing, bring in new businesses and job opportunities, and grow the tax base in a way that supports city services for the long term without raising taxes on people who already live here. Due to geographic constraints, it is also Suisun City's last chance at meaningful expansion. However, expansion also comes with questions and concerns. The city is still gathering information and awaiting studies on the proposed plan. We will not decide whether to proceed until that analysis is complete.

Deciding whether to expand is likely the most impactful choice any of us will make about our city's future. This guide is not designed to push residents toward any particular conclusion. The goal is to provide straightforward information so that residents can form their own views and share them with each other and our city leaders. At the same time the city is analyzing the project, we want to actively inform and hear from our residents. An engaged and well-informed community is essential to getting this right.

Suisun City is committed to keeping residents updated every step of the way and creating opportunities for community voices to shape what comes next. To learn more and receive additional future updates, please go to suisunexpansion.com

Seventy Years of Structural Constraints

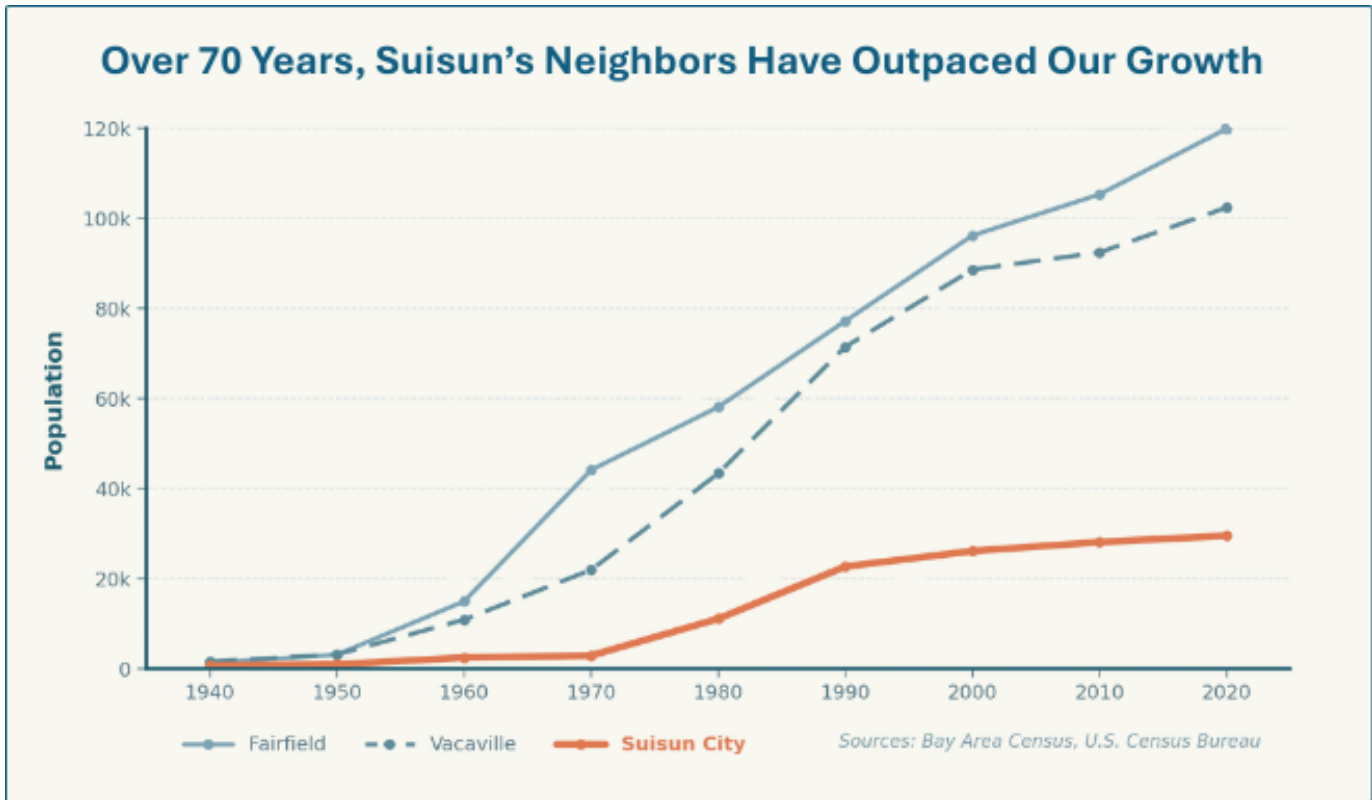
For seventy years, Suisun City has had to work harder than its neighbors only to receive less.

Understanding Suisun’s current challenges requires first understanding why Suisun is worse off than our neighbors. Suisun City was incorporated in 1868 soon after the Gold Rush, and just as the transcontinental railroad connected California to the rest of the country. As people flocked to San Francisco and Sacramento, our city emerged as a place where local merchants and farmers could transport their goods via water and rail.

For decades, Suisun thrived alongside its neighbors as our fortunes rose and fell with the broader region. Even after World War II, when the Bay Area became the center of America’s maritime construction effort, local crews helped to maintain, reactivate, and retire the hundreds

of ships that made up the Suisun Bay Reserve Fleet. Soon after the war, that story changed. For the first time, Suisun City was constrained from the opportunities that propelled our neighbors forward.

Following World War II, the geography of opportunity in Solano County shifted. Car-based developments became the default growth model. Suburban communities were defined by access to freeways and workers began commuting further to find jobs. This transformation was rapid and reshaped Solano County. The county’s population doubled from 1940 to 1950, and doubled again by 1980.¹ Yet at the very time Solano developed into the county we know today, Suisun City was left behind.



Suisun City’s structural constraints reflects decades of annexation and boundary limits, infrastructure decisions, and exclusive growth patterns. For seventy years our city has had to work harder than our neighbors only to receive less as growth, investment, and opportunity steadily moved elsewhere.

Constraint #1: Annexation and Boundary Limits

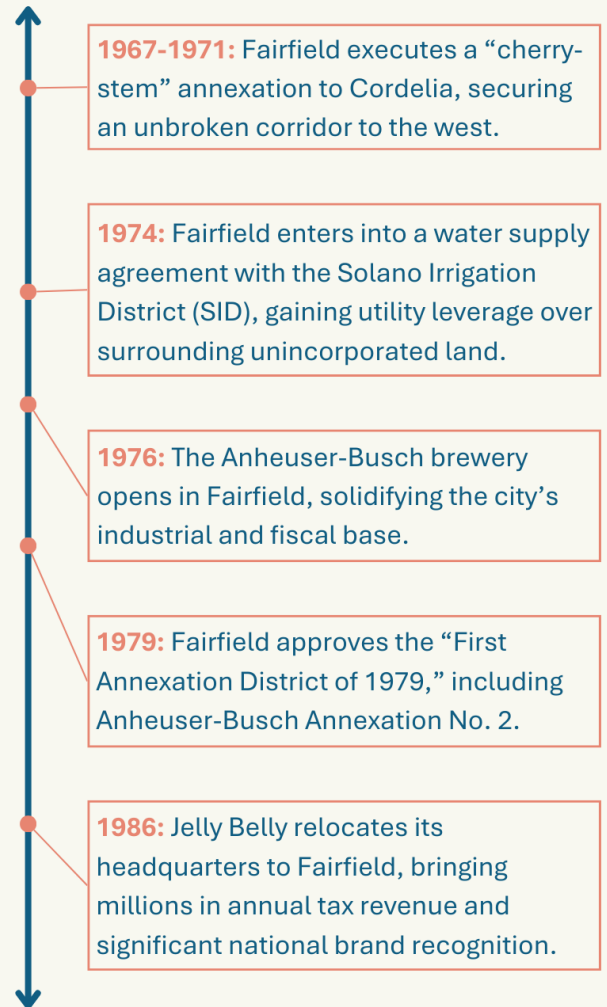
Since World War II, the primary growth strategy used in Solano County was for cities to expand their footprint through annexation. Annexing land allows cities to expand their boundaries, increase their population, and attract businesses and their tax revenue. Over time, a larger and more diversified tax base leads to even more revenue and a more vibrant local economy. Well-managed growth leads to more growth, and these benefits compound.

Annexation can only occur when a city has neighboring land available to absorb and develop. Suisun has always had limited options of where it could grow. The city’s northern edge is bordered by Fairfield. To the South, Suisun is bordered by the marsh. Then, during World War II, Travis Air Force Base was developed to the northeast of the city, further limiting opportunities for expansion.

When Suisun City did have opportunities to grow, we were out-competed by our neighbors, primarily Fairfield. As longtime Suisun Councilman John Rundlett once said, “Fairfield was playing chess, and we were playing checkers.”ⁱⁱⁱ Over the years, Fairfield’s proactive leadership was able to systematically claim the best-positioned land bordering our two cities and develop those parcels into valuable commercial assets.

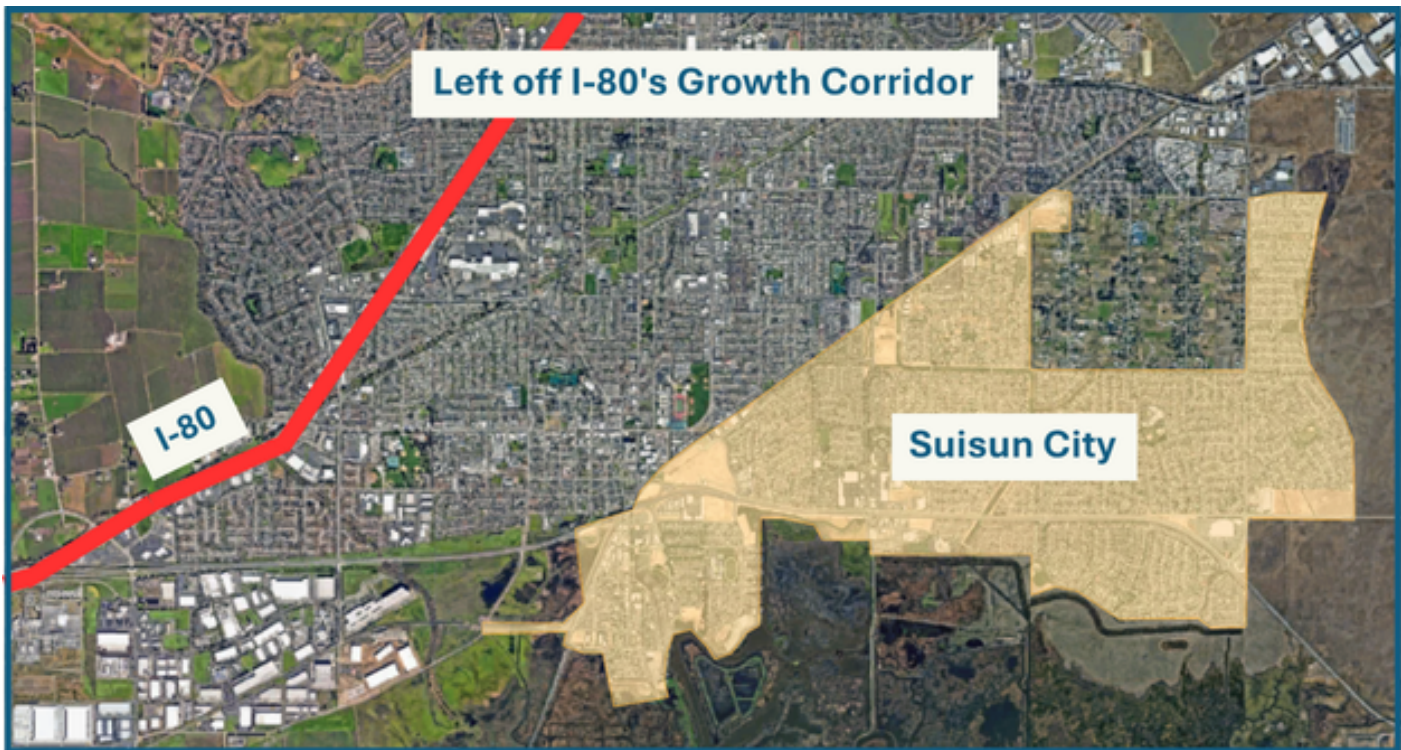
As a case study, consider the Cordelia business park just to the west of Suisun City at the intersection of I-80 and Highway 12. Fairfield

Losing the Annexation Battle: The Cordelia Case Study



was able to annex the area through a series of boundary changes in the 1960s and 1970s.

They secured water and sewer service commitments and obtained the approval of the regional body overseeing annexations before Suisun could assemble a viable application. The land grew into a valuable source of commercial activity and tax revenue, including what would later become the Jelly Belly headquarters.



Aggressive annexation helped Fairfield thrive while Suisun remained stagnant. Despite having similar populations in 1940, Fairfield now has ten times the land area, four times Suisun City’s population, five times the number of licensed businesses, and roughly seven times the sales tax revenue.ⁱⁱⁱ As a result, Suisun City is now largely boxed in with limited opportunities to grow or generate new revenue.

Constraint #2: Infrastructure Costs Without the Benefits

Suisun City’s early growth was powered by access to water and rail infrastructure. As the car became the default mode of transportation in the postwar era, growth required modern freeway infrastructure. While the suburban population boom helped our neighbors grow, a series of transportation decisions cut off Suisun, requiring our city to bear all the costs of modern infrastructure without capturing the benefits.

The most consequential break came with the construction of I-80 as part of the federal interstate freeway system. As the interstate

highway system was created in the fifties, different routes were considered across Solano County. Fairfield successfully pushed for a western alignment, which meant the new interstate would pass directly through their city. Suisun City was left off the interstate map entirely.

The result was decisive. Interstate 80 quickly became the lifeblood of the regional economy, concentrating jobs, commercial development, and investment along its interchanges. Growth flowed through Fairfield, Vacaville, and Cordelia. Suisun’s historic downtown and waterfront lost most of our pass-through visitors and customers. We found ourselves on the wrong side of the growth model that reshaped our entire county, forced to spend decades watching resources accumulate elsewhere.

Car-oriented development also generates new costs. Suburban layouts are expensive for cities to sustain. Sewage systems, streets and sidewalks, police and fire services, and day-to-day municipal operations require significant

upfront investment and ongoing maintenance. Cities that were able to grow alongside employment centers and commercial districts can spread those fixed costs across a larger tax base. Suisun City's inability to grow means we must support expensive infrastructure costs with a much smaller tax base.

What was built to move people and commerce ultimately moved growth away, leaving our city to carry the costs without the benefits. We were bypassed by the interstate and denied the benefits of scale. Infrastructure choices became economic choices, and for seventy years those choices tilted growth away from Suisun City.

Constraint #3: Economic and Racial Alignment

As Suisun was left behind during Solano's postwar growth years, our community became one of the places families who faced economic or racial barriers elsewhere could afford to live and build a life. Suisun City's experience aligns with an established postwar pattern across the United States of organizing communities based on wealth and race through a combination of discriminatory lending, redlining, and exclusionary housing covenants that isolated low-income and non-white communities.^{iv}

As described by Ruth Forney, a longtime resident and the first African American woman seated on the Solano County Board of Supervisors, her family ended up in Suisun City because there were few other choices. She remembers how, "when I moved here in 1962 as a 12-year-old kid, there were very few sections in Solano County that African Americans could actually move to. You didn't have the pleasure of going renting and buying anywhere you wanted to." Not only did Suisun have neighborhoods where Black families already lived, but unlike most of the other nearby cities, "Suisun City was financially accessible."^v

For hundreds of families like Ruth's, Suisun became the place where anyone could afford to start a life, even those facing economic or racial restrictions elsewhere. Our city became a bedroom community, a city of working-class families forced to commute elsewhere for work.

The decisions were rarely stated out loud but were broadly felt. As Ruth recalls, "I don't think people just said, 'You only can go there.' But your finances and the lack of acceptance didn't let you live just anywhere ... Suisun was like a stepchild. No one did anything to help advance it or give it resources."

Infrastructure investment and political boundaries are not neutral. Over time, they determine which communities capture investment, attract jobs, and build wealth-and which communities are left to bear the costs.

The Cumulative Effect

These three constraints did not develop in isolation. Boundary limits shaped where development could go. Infrastructure decisions determined where investment would flow. And the resulting economic conditions shaped who could afford to live in Suisun and who would leave. Together, they compounded over seventy years into a persistent gap between the resources at Suisun City's disposal and what it needs to sustain its community.

The result is a city that has had to work within limits its neighbors never faced. Not because of anything its residents did, but because of decisions made at regional planning tables, in state highway offices, and in private real estate markets long before today's residents arrived. Understanding this history is important because it explains why Suisun's fiscal and economic challenges are structural in nature, and why they have proven resistant to the incremental tools available to a small, geographically constrained city

The Costs of Treading Water

The status quo is unsustainable. Suisun must either consider bold options or face underinvestment and recurring budget shortfalls.

The constraints described in the previous section did not just shape Suisun's geography but also shaped our economy. A city that was bypassed by freeways, outmaneuvered in annexation battles, and left without a diversified commercial base is also a city that struggles to create jobs and fund our local government.

Lack of Local Jobs

Residents understand the costs of limited opportunities in Suisun. Only twelve percent of Suisun residents work within city limits. More than twenty percent commute over an hour to reach employment, more than double the national average.^{vi} Suisun functions as a bedroom community dependent on a regional job market it does not control.

The fragility of that arrangement has become more apparent recently. Since December 2024, Solano County has seen over 1,000 layoffs announced through state filing requirements, including the closure of the Anheuser-Busch plant in Fairfield, the Valero refinery in Benicia, and Mare Island Dry Docks in Vallejo.^{vii} The Solano County Workforce Development Board projects that total job losses, including impacts on businesses that depend on those employers, could reach 2,100 at a time when only 800 positions are currently available across the entire county.^{viii}

For Suisun residents who already travel farther than most to find work, a shrinking regional job market leaves fewer options and less of a safety net. But the consequences of Suisun's limited economic base go beyond individual households. They also directly impact the city's finances and limits our ability to deliver the services residents depend on.

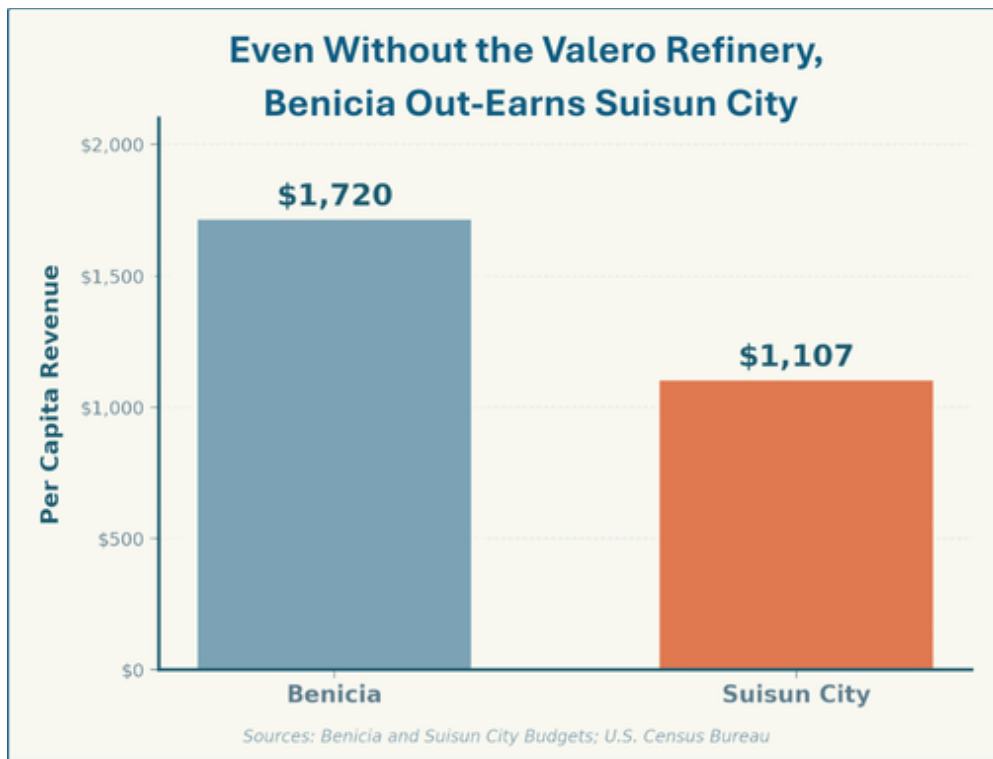
Constrained Public Finances

Cities have a basic responsibility to provide sustainable public services and attract economic opportunities for their residents. This responsibility includes maintaining safe infrastructure, delivering reliable public operations, and creating real pathways for residents to work, build wealth, and thrive.

Within our current status quo, Suisun City is struggling to fulfill our responsibilities. The city is asked to meet the same expectations as its neighbors, but without access to the same land, tax base, or economic engines that make those outcomes possible.

The mismatch between our city's obligations and revenues creates recurring budget shortfalls that limit our ability to invest in the community. Simply put, Suisun City does not have enough commercial activity to support the quality of city operations our residents deserve.

The looming risk of budget shortfalls means the city is forced to defer maintenance on roads, sidewalks, utilities, and public facilities. This means fewer opportunities for current residents and increased costs for future generations. Critical city departments face revenue shortfalls, leaving the city dependent on one-time or non-recurring funding to meet ongoing needs. Despite the city staffing city government at 80% the level of peer cities, the structural gap remains.^{ix}



Not all small cities face this challenge. Benicia is twenty miles away with a similar population, but their blend of commercial and residential tax base generates more than twice as much city revenue per capita. Even when subtracting the tax revenue from the soon-to-close Valero Refinery, Benicia still generates roughly fifty percent more revenue per person than Suisun.^x

These constraints translate into real, everyday costs for Suisun residents in the form of:

- Fewer jobs and services located close to home, meaning more time spent commuting and less time with family.
- A weakened tax base requiring voters to approve additional measures to maintain basic services.
- Underinvestment in public amenities like parks, libraries, and recreation centers for the community.

Limited Options

Suisun's survival is a testament to decades of hard work. Despite being voted the worst place

to live in the entire Bay Area in 1988, the city has consistently found a path forward.^{xi} Soon after that vote, a group of reformers led by Mayor Jim Spering and City Manager Camran Nojoomi transformed the downtown, dredged and built up the modern waterfront, built the new city hall, and oversaw the development of communities like Victorian Harbor that dramatically improved the city's quality of life. Unfortunately, the redevelopment process used to finance those changes no longer exists after redevelopment agencies were eliminated by the state in 2011.

Despite repeated streamlining, careful budgeting, and lean staffing, Suisun remains underfunded relative to its responsibilities. With redevelopment no longer an option, our city has very few choices to generate new revenue.

The first option is through developing parcels of land within our current borders. To date, the city has aggressively pursued infill development, revitalized vacant parcels and worked to attract new commercial activity. These efforts have stabilized services and bought time, but they are

insufficient. Even the most optimistic projections expect infill projects to generate roughly \$5 million in annual revenue, still far short of what is needed to close long-term budget gaps.

Another option is to raise taxes, which we seek to avoid whenever possible. Thankfully, in 2024, 73% of voters approved Measure S to increase local sales taxes to fund city services, reflecting trust in city leadership and recognition of the need for additional revenue.^{xii} This has bought our city time, but absent additional taxes or further extensions, our city is still projected to run short on funds in the years ahead.

Suisun has stretched every tool available to attract new revenue and keep services running through lean operations, yet the math does not change. A small tax base cannot carry a fully city's responsibilities forever without deferring maintenance and failing to fund basic needs.

Continuing down the current path means deeper tradeoffs, fewer investments, and rising pressure on residents. The status quo is a slow erosion of opportunity, services, and stability. Suisun has proven it can survive within its limits, but survival is not the same as prosperity. To move forward, the city must pursue solutions that address the root causes of its fiscal and economic constraints rather than simply managing their consequences.

Understanding the Proposed Expansion Plan

Expansion is not about growth for growth's sake. It is about evaluating long-term solutions to our city's structural challenges.

The previous sections describe how Suisun arrived at its current position. This section describes what the city is now exploring as a potential path forward.

City leaders are currently evaluating a proposal to annex land to the east of the city. The land is owned by California Forever, a private development company, which has submitted a formal development application to Suisun City and entered into a reimbursement agreement to fund the city's costs for studying the proposal. The city is currently analyzing the proposal, and no final decisions have been made.

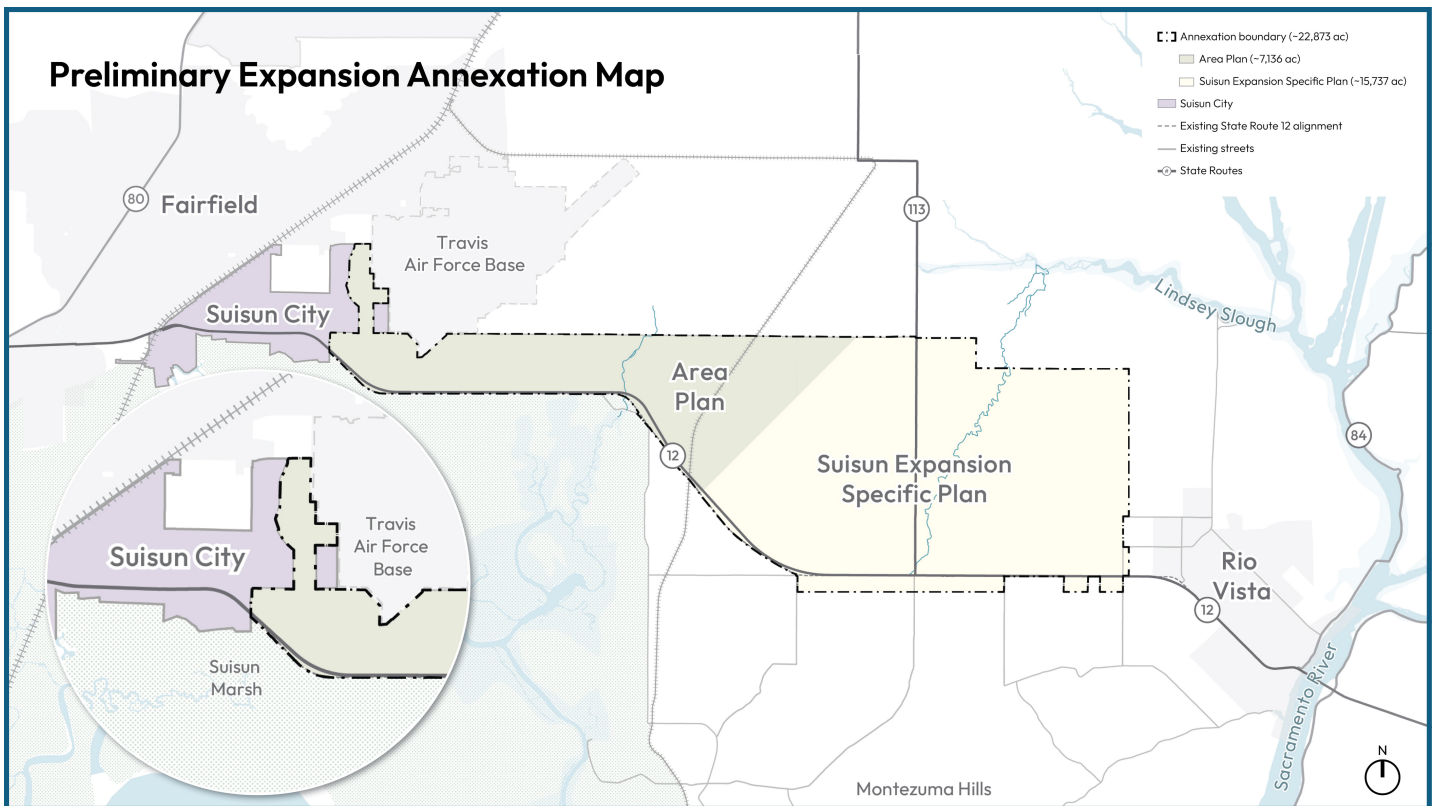
The proposal is being taken seriously because it addresses constraints that smaller-scale solutions have not been able to solve. Growth

within Suisun's current boundaries can only go so far. Annexation would expand that tax base, bring jobs closer to where residents live, and give the city more control over its long-term planning. Whether those benefits outweigh the risks and tradeoffs involved is a question this guide is designed to help residents think through.

The following section walks through what is being proposed, what it would mean for existing residents, and what questions are still being asked.

While this section gives an overview of the annexation, additional details and answers to frequently asked questions can be found on the [city's website](#) dedicated to the Suisun Expansion.

What would we be annexing?



This proposal would annex approximately 22,000 of the 70,000 acres currently owned by California Forever as part of Suisun City. The land sits directly east of the city along Suisun’s growth corridor on Highway 12. The location sits close enough to Suisun to function as a shared economic geography, but far enough to allow new development at a size that Suisun cannot accommodate within our current boundaries.

The reason this proposal may benefit Suisun residents and is that the proposal promises to bring substantial new housing, large-scale job creation, and sustainable infrastructure investment.

Housing: First, the proposal would create a enough new housing units to address long-standing shortages in the region. The initial phase proposes roughly 20,000 homes, with potential expansion over several decades that could reach 175,000 homes. For Suisun families, this influx of new, varied home types for sale creates new options to buy or rent without pushing growth pressure entirely onto existing developments. The neighborhoods are designed so families can walk to schools, parks, and local shops.

Jobs: Second, the project is built around jobs. Just the construction effort will create decades of jobs for Suisun trades workers. California Forever recently signed the largest construction labor agreement in history, which requires the majority of construction be built with union labor.^{xiii} The project is estimated to create 17,000 construction jobs paying over \$100,000 every year for 40 years.^{xiv}

The plan also includes major employment districts focused on advanced manufacturing, logistics, and related industries to create a durable local job base to support Suisun City, including a planned large-scale advanced manufacturing district.

The proposed Suisun Expansion would also support a proposed Solano Shipyard on the Sacramento River. This project is being carried out by Solano County and would remain in unincorporated Solano, on a site identified and zoned by county leaders decades ago as the ideal place for a large-scale shipyard.^{xv} The shipyard alone would create roughly 50,000 permanent jobs. As planned, the Suisun Expansion would support the Solano Shipyard with both manufacturing space for suppliers in the Solano Foundry, and with homes for the workforce.

Infrastructure: Lastly, this proposal incorporates infrastructure needs from the start. Roads, utilities, water systems, parks, schools, and public facilities are built in step with development, rather than layered on years later. This approach is intended to avoid the cycle Suisun knows too well, where growth increases service and maintenance costs faster than the revenue needed to sustain them. Just as importantly, that infrastructure would come with a guarantee that the new development must pay for all of it, without any burden on existing Suisun City residents or businesses.

How would this benefit Suisun City?

The main benefits to this project include:

Housing Opportunity: After years of underbuilding across the region and entire state, expansion creates space for new housing that meets the needs of Suisun families. This includes homes that working and middle-class residents can afford to buy or rent, helping families stay in the community and build long-term stability.

Jobs: As described above, this project of this scale would lead to thousands of jobs minutes from Downtown Suisun City. This could permanently alter the economic makeup of our city by giving residents the option to earn a good living without a major commute.

Economic Self-Determination: Expansion significantly strengthens Suisun City’s ability to control its own economic future. It allows the city to plan for balanced, comprehensive growth rather than relying solely on piecemeal infill projects within our four square miles. With greater control over land use and development, Suisun can shape growth in a way that aligns with community priorities and long-term resilience.

Fiscal Sustainability: Annexation expands the city’s property, sales, and business tax base. This will provide a stable, long-term fiscal foundation for city services and public benefits to avoid cycles of budget crises, tax increases, and one-time revenue sources.

Infrastructure Leverage: Expansion gives Suisun City the ability to proactively plan and sequence infrastructure investments. Roads, utilities, parks, and public facilities can be built at the right scale and in the right order, improving efficiency while avoiding the costly retrofits that strain city budgets.

Regional Equity: Suisun residents deserve the same access to opportunity that neighboring cities secured decades ago. Expansion is an act of regional equity, ensuring that Suisun is not permanently locked out of the tools that allow our neighbors to grow, invest, and thrive.

What are the risks?

No project, let alone a project of this magnitude, is without risks. This expansion plan would introduce tremendous change to our city. While change can be exciting for the reasons detailed above, it can also be challenging. Some residents have questions about how a new project like this will impact local life and reshape Suisun City’s identity.

Beyond broader questions about change, there are also specific concerns related to things like traffic on Highway 12, costs to residents, whether or not it creates the promised jobs, and the impact on the environmental. Some of the answers to these concerns will not be fully answered until ongoing studies and reports are completed and shared with the community.

Other concerns relate to how the city will work with California Forever to ensure they, as a developer, deliver on the promised benefits. Concerns about how a city partners with developers are a feature of every major project. Answers to concerns about our working relationship with California Forever are best answered by defining the city’s standards guiding our decision-making, which are detailed in the following section.

Standards for Responsible Expansion

This expansion plan only works if it benefits Suisun City and if the project's promises turn into real results.

Any annexation effort must be grounded in a mutually beneficial public-private partnership. Our city leaders have pursued this plan with the recognition that any expansion needs to deliver clear benefits to current residents while strengthening Suisun's long-term future.

Under the laws governing annexation, Suisun City has direct authority over the plan review, zoning, and infrastructure planning. This means we maintain control at every step of the process. In October 2025, California Forever filed a development application with Suisun City, making Suisun the lead agency under state law for environmental review. As lead agency, Suisun defines the Environmental Impact Report, evaluates alternatives, and sets enforceable mitigation measures.

Suisun City also retains full control over the core levers of growth. This includes authority to directly manage future property and sales tax revenue to ensure it is used in the best interests of the community. This also includes zoning power to determine the type, intensity, and design of future development. Suisun also controls the infrastructure planning and financing for roads, water, sewer, parks, and public facilities, allowing growth to be sequenced and delivered responsibly.

Expansion is not a one-time, open-ended decision. Our planning framework includes clear stages and checkpoints. Development would be periodically reassessed, including a required review after approximately 68,000 residents. This ensures Suisun City stays in control and can verify that commitments are met before additional phases proceed.

Using these authorities, Suisun City will apply the following principles to guide expansion:

Jobs-Housing Balance: Development must deliver both employment opportunities and housing to reduce commute distances and strengthen local economic integration.

Developer Pays and Fiscal Surplus: Approvals will include guarantees that the Expansion must pay for its own infrastructure costs, without any contribution from existing Suisun City residents or businesses. Each phase must also generate more revenue than it costs to serve so the surplus can be used to improve services for existing Suisun City residents.

Infrastructure-First Planning: Utilities, transportation, parks, and public facilities must be planned and delivered alongside development to avoid costly retrofits and guarantee local benefits for everyone at every stage of growth.

Environmental Stewardship: Expansion will protect the Suisun Marsh, which is federally protected, and must preserve open space and integrate climate resilience into project design.

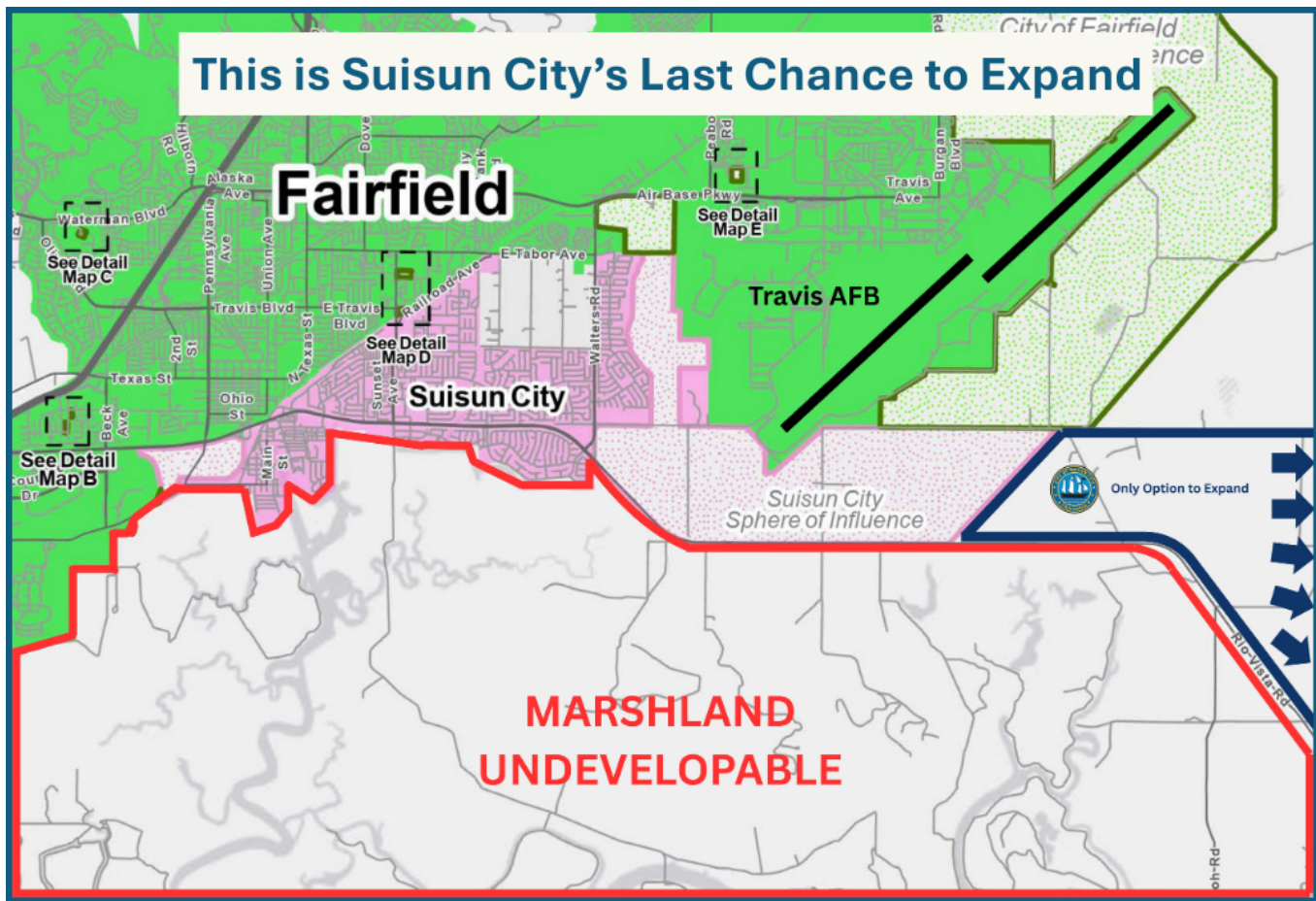
Community Accountability: The project must abide by a set measurable benchmarks through binding agreements, including local hiring provisions and enforceable performance requirements.

Protection of Travis Air Force Base: Permanent land-use designations must prevent encroachment on Travis Air Force Base to prevent any impact on its operations.

Throughout this process, Suisun City's leaders and staff are committed to transparency,

diligence, and public accountability. At every step, the city will ensure that expansion is evaluated rigorously, governed responsibly, and

carried out only if it delivers lasting benefits to Suisun residents.



Discussion Questions

The questions that follow are designed to help residents think through the issues raised in this guide and share their perspectives with each other and with city leaders. They do not have right or wrong answers. Some questions are straightforward. Others are deliberately difficult, because the decisions facing Suisun City are difficult, and honest conversation requires confronting hard tradeoffs rather than avoiding them.

These questions are meant to be discussed in community settings with neighbors, friends, fellow residents, and shared with city leaders. Our goal is to make sure that the range of community perspectives is heard and reflected in the decisions that lie ahead.

Questions

1. Before reading this guide, how familiar were you with the history of how Suisun's boundaries were drawn and how that has shaped the city's finances? Does knowing that history change how you think about the city's current challenges?
2. The recent wave of layoffs across Solano County, including more than 1,000 jobs lost and potentially 2,100 when accounting for dependent businesses, happened with very little warning and no regional strategy to absorb the impact. Does that experience change how you think about the value of having more jobs located within Suisun itself?
3. The guide outlines three main tools available to Suisun to address its fiscal challenges: infill development, raising taxes, and annexation. Infill is projected to generate at most \$5 million annually, well short of the city's long-term needs. If annexation were off the table, what combination of the remaining options would you find acceptable?
4. California Forever's land to the east of Suisun represents the last large undeveloped parcels where the city could meaningfully expand. If Suisun chooses not to annex this land, it is likely that another city or the county could eventually absorb it instead. How did your group feel about that outcome, and what would it mean for Suisun's long-term position in the region?
5. The city currently operates at 80% of the staffing of similar cities. If the city were to continue its current path without expansion and was unable to close the fiscal gap, which city services would your group be most willing to see reduced or eliminated? Which would they consider non-negotiable?

6. The guide outlines six standards the city intends to apply to any expansion, including jobs-housing balance, developer-funded infrastructure, and environmental stewardship. Which of those standards did your group feel was most important? Which felt most difficult to enforce in practice?
7. The expansion involves a partnership with California Forever, a private company backed by outside investors. What questions did your group want answered about the company's long-term commitment to the project before supporting annexation?
8. Whatever your group thinks about this specific proposal, what does this community conversation reveal about what Suisun residents want their city to look like in twenty years and whether the city is currently on a path to get there?
9. What concerns or benefits did your group feel were not represented in the guide that they would like city leaders to consider when evaluating this proposal?

Learn More and FAQ's

Where Can I Learn More?

To learn more about the Suisun City expansion, including project details, timelines, and opportunities for public input, visit suisunexpansion.com. To see the full plan formally submitted to the city, visit the [Suisun Expansion plan](#).

Frequently Asked Questions

Q: What is annexation, and how does it work?

A: Annexation is the process by which a city expands its boundaries to include neighboring land. This allows a city to accommodate new housing, businesses, and infrastructure, supporting growth and improved services. The annexation process involves detailed studies, public outreach, and formal approval by regulatory agencies to ensure orderly and sustainable development.

Q: What is LAFCO, and why is it important in the annexation process?

A: Solano County LAFCO is a regulatory agency responsible for overseeing the boundaries of cities and special districts within a county. Its primary role is to promote efficient delivery of municipal services and oversee growth. LAFCO approval is required for city annexation because it evaluates whether the proposed expansion aligns with regional planning goals, environmental considerations, and the ability of the City to provide services to the annexed area. This process ensures that annexations are in the best interest of both the City and the affected communities.

Q: Do residents get to vote on annexation?

A: Annexation decisions do not typically require a public vote. Instead, the process is overseen by LAFCO, a regional agency that evaluates the proposal. That said, Suisun City places great importance on community input and wants residents to have many opportunities to participate in the annexation exploration process. Through public meetings, conversations, and events, residents can share their feedback, ask questions, and help shape the process along the way.

Q: What would the timeline be for the annexation process?

A: The annexation process is expected to take several years. Expansion exploration began in early 2025 with the City Council's direction to explore options and conduct stakeholder outreach. Through 2025 and 2026, studies, environmental reviews, and community workshops will take place. Following that, formal annexation applications, public hearings, and LAFCO review would occur, with final decisions expected beyond 2026.

Q: Who would be responsible for paying for annexation?

A: The annexation process and related studies are funded by private developers such as California Forever through reimbursement agreements with the City. This means there is no direct cost to current Suisun City taxpayers for the exploration or planning phases of annexation.

Q: What land is being considered for annexation?

A: The area currently under discussion has been proposed by California Forever, as outlined in a letter submitted alongside a reimbursement agreement with the City. While the developer is initiating the process and identifying specific parcels, Suisun City would independently evaluate whether this aligns with long-term interests. This evaluation would be based on community input, applicable plans and studies, and coordination with neighboring jurisdictions and stakeholders. The City is committed to a transparent process that considers the suitability of the land for residential, commercial, or mixed-use development in a way that supports Suisun's growth, infrastructure capacity, and sustainability goals.

Q: How would annexation affect Suisun City services like police, fire, and roads?

A: Annexation would enable the City to expand and improve essential services such as police, fire protection, road maintenance, and utilities to new areas. These service enhancements would be funded primarily through new tax revenues and developer contributions, without additional financial burden on existing residents.

Q: What benefits would annexation bring to existing residents?

A: Annexation would bring several benefits to current residents, including increased housing options, new local jobs, a stronger tax base that supports City services, infrastructure upgrades, and enhanced community amenities. Importantly, these benefits are expected without raising taxes on existing property owners.

Q: How would annexation impact traffic, schools, and infrastructure?

A: The City is conducting comprehensive studies to understand and plan for the impacts of expansion on traffic patterns, school capacity, utilities, and other infrastructure. These assessments will guide development plans to minimize congestion, support school growth, and ensure adequate infrastructure is in place to meet community needs.

Q: How would annexation affect Travis Air Force Base?

A: Annexation provides Suisun City with a unique opportunity to strengthen protections around Travis Air Force Base by incorporating the Travis Protection Zone directly into the City's planning framework. This allows Suisun City to ensure land uses near the base are compatible with its long-term mission and operations. The vision includes a land-use strategy that supports the base's role in national defense, including housing options for military and civilian families, job opportunities for military spouses, and a cluster of defense and aerospace-related businesses nearby. Annexation gives Suisun City the tools to coordinate growth while reinforcing Travis AFB as a vital economic and strategic asset for the region.

Q: What role would California Forever play in the annexation?

A: California Forever owns adjacent, annexable land. On June 10, 2025, Suisun City signed a reimbursement agreement with California Forever establishing the terms under which the developer will fund city costs related to the potential annexation of approximately 15,740 acres under the proposed Suisun Expansion Specific Plan. The agreement covers staff time, consultant services, legal and environmental review (CEQA), public outreach, and required agency coordination. In addition to reimbursing all upfront costs, California Forever will provide early public benefit payments totaling \$10 million, delivered in two phases: \$3.5 million following the City's certification of the EIR and \$6.5 million within 30 days of annexation approval by LAFCO. These funds will be allocated by the City Council to support public safety, infrastructure, parks, homelessness response, and downtown improvements.

Q: What impact would annexation have on the environment?

A: Environmental impact studies are a critical part of the annexation process. These studies assess how expansion could affect local ecosystems, air and water quality, open spaces, and sustainability goals. Mitigation strategies will be developed to minimize negative effects and promote environmentally responsible growth.

Q: What is the City doing to involve the public in the annexation process?

A: Suisun City is committed to transparent, community-driven planning throughout the annexation process. The City will provide frequent updates through its website, newsletters, and social media, and will host community conversations — interactive workshops where residents can learn about progress, ask questions, and share feedback directly with City staff. Public meetings and events offer additional ways for residents to stay informed and get involved.

Q: How can I stay informed or get involved?

A: Residents can stay up-to-date by visiting the City's expansion website, subscribing to the newsletter, following social media updates, and attending public meetings and workshops. All announcements and calendar events are posted regularly to ensure easy access to information.

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- ⁱⁱ Carl Nolte, "Suisun City Sheds Its Seedy Image," *San Francisco Chronicle*, September 3, 1999, <https://www.sfgate.com/news/article/Suisun-City-Sheds-Its-Seedy-Image-Town-once-2911596.php>.
- ⁱⁱⁱ U.S. Census Bureau, "QuickFacts: Fairfield City, California; Suisun City City, California," <https://www.census.gov/quickfacts/fact/table/fairfieldcitycalifornia,suisuncitycitycalifornia/PST045224>.
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- ^{xiii} California Forever, "California Forever, Napa-Solano Building Trades Council, and Northern California Carpenters Union Sign Largest Construction Labor Agreement in History," <https://californiaforever.com/california-forever-napa-solano-building-trades-council-and-northern-california-carpenters-union-sign-largest-construction-labor-agreement-in-history/>.
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Suisun City Expansion Plan

Community Conversation Host Training Guide

Overview and Thank You

Thank you for stepping up to host a community conversation about the Suisun City Expansion Plan. These sessions are one of the city's primary tools for making sure the full range of resident perspectives is heard before any decisions are made.

These conversations play an important role in informing the community about the city's decisions while also informing city leaders about community perspectives. Your role is not to reach consensus or to advocate for a position. It is to create the conditions for a genuine, productive exchange among the people in the room.

A note on what these sessions are and are not: These conversations are not a survey and are not designed to produce a statistically representative sample of community opinion. They are an opportunity for the city to hear from a broad set of voices across different neighborhoods, backgrounds, and perspectives. The goal is breadth and depth of input, not a count of who is for or against.

If you have any questions before or after your session, please reach out to Michael Elm at melm@suisun.com.

Your Role as Host

You were recruited as a community volunteer, which means you may have strong feelings about this project. That is fine. You do not need to pretend to be neutral or to be an advocate on behalf of the city. What you do need to do is set your own views aside for the duration of the session.

Think of your role as a broker of perspectives, not an advocate for any of them. Your job is to:

- Make sure everyone in the room has a chance to speak.
- Ensure that a range of viewpoints gets aired, even if the group leans one way.
- Keep the conversation grounded in the facts presented in the Community Conversation Guide.
- Capture the breadth of what was said and report it back faithfully.

Before the Session

Read the full Community Conversation Guide before hosting. You do not need to have all the answers, but you should be familiar enough with the content to keep discussion grounded in the shared facts it presents.

Prior to meeting, please:

- Read the Conversation Guide to familiarize yourself with the contents and the discussion questions at the end.
- Share digital copies of the Conversation Guide for each participant ahead of time. If you'd like printed copies, please reach out to Michael Elm.

- Review the host reporting form so that you are familiar with it and ready to fill it out immediately after the session while details are fresh.

Suggested Session Flow (~60 minutes)

0–5 min	<p style="text-align: center;">Welcome & Ground Rules</p> <p>Introduce yourself and explain what this session is for. Set expectations: everyone speaks, no one dominates, disagreement is welcome, personal attacks are not. Remind participants that feedback will be collected by the city, summarized, and shared but individual comments will not be attributed, so people can speak freely.</p>
5–15 min	<p style="text-align: center;">Shared Context</p> <p>Walk briefly through the four main sections of the guide: Suisun's structural constraints, the fiscal status quo, the proposed expansion, and the city's standards for responsible development. Do not feel responsible for teaching every fact. You are just making sure everyone has the same baseline before the discussion begins. Encourage participants who have already read it to help summarize.</p>
15–55 min	<p style="text-align: center;">Discussion Questions</p> <p>Work through the discussion questions at the back of the guide. You do not need to cover all nine. Pick four to six that feel most relevant to your group, or let participant interest guide which questions get more time. Prioritize questions that surface tradeoffs and hard choices over ones with easy answers.</p>
55–60 min	<p style="text-align: center;">Wrap-Up & What Comes Next</p> <p>Thank participants. Remind them that their input goes directly to the city, will be summarized and shared, and that this is one of many ways their voice can shape what happens next. Point them to suisunexpansion.com for ongoing updates and additional ways to engage.</p>

Handling Difficult Moments

This topic is divisive. Expect strong emotions, skepticism about California Forever, frustration with the city process, and disagreement about what Suisun's future should look like. These types of disagreements are the very point of these gatherings. Here is how to handle the moments that most commonly derail these conversations:

When someone dominates the conversation

Acknowledge their point, then explicitly open the floor: "That's an important perspective. Who else has a different take?" If they continue, be direct but kind: "I want to make sure we hear from everyone. Let's come back to you."

When someone challenges the guide itself

Some participants will argue that the guide is one-sided because it was produced by the city. Acknowledge that tension directly: "That's a fair thing to raise. This guide was written by the city, and it reflects the city's framing of the problem. Part of what we're here to do is surface what the guide may have missed or gotten wrong." Then redirect: "What's a specific concern or perspective you think is underrepresented?"

When the conversation becomes personal or hostile

Pause the discussion. Name what is happening without assigning blame: "I want to make sure this stays a conversation people feel comfortable participating in. Let's take a breath and focus on the substance." If it escalates further, you have the authority to move on to a different question.

When someone asks questions you can't answer

Do not guess. It is completely acceptable to say: "I don't know the answer to that, and I don't want to speculate. The city's FAQ at suisunexpansion.com covers a lot of these questions, and there will be additional opportunities to ask city staff directly." You can then feel free to reach out with questions directly to Michael Elm.

When the room is strongly one-sided

That's ok. Some groups may be unanimously in favor or opposed. Your job is to surface the breadth of perspectives so people feel comfortable speaking, even when the room skews strongly in one direction. If everyone seems to agree, probe for the other view: "Does anyone want to make the case for the other side?" or "What would someone who disagrees with this room say?"

Reporting Back

Within a day of your session, complete the host reporting form. This is how your group's input reaches the city. A few important things to keep in mind:

- Do not attribute specific comments to specific individuals. Your report should reflect what the room said, not who said what.
- Be honest about the room's composition and mood, including if it was strongly skewed in one direction.
- Capture minority views. If eight people agreed and two strongly disagreed, note that down. Both matter.
- Avoid editorializing. Report what participants said, not your assessment of whether they were right.

The city will synthesize reports across all sessions, and a summary of what was heard will be shared. Your group's input will be part of that record.

Quick Reference: Ground Rules to Share

Read or paraphrase the following at the start of your session:

Ground Rules for your conversation

1. Everyone gets a chance to speak.
2. No one speaks twice before everyone who wants to has spoken once.
3. Disagree with ideas, not people.
4. Your comments won't be attributed to you personally. The city will hear a summary of perspectives, not a transcript.
5. There are no wrong answers. This is about sharing what you think, not arriving at the right position.

Thank you for helping Suisun City hear from its residents. The quality of this process depends on hosts like you.

Suisun City Expansion Plan

Community Conversation — Host Session Report

Please complete within 24 hours of your session and return to your city community engagement coordinator.

Instructions

This report captures the perspectives shared in your small-group community conversation. You can complete it by typing directly into this document or printing and filling it in by hand. Represent the full range of perspectives, not just the majority view. Do not attribute specific comments to individuals, as information sent to the city can be made public through records requests. Responses will be compiled, summarized, and shared.

Section A: Session Details

Date of session

Host name

Number of participants

Setting (don't share your address)

Section B: Overall Mood of the Room

How would you describe the overall sentiment of your group?

Circle or check one. This is a rough read on the room — not a vote count.

- Strongly supportive of the expansion
- Generally supportive with significant concerns
- Mixed — roughly split between support and opposition
- Generally opposed with some openness
- Strongly opposed to the expansion
- Most participants were undecided or wanted more information

Section C: Themes Raised — Quick Reference

What were the main concerns or objections raised?

Check all themes that came up meaningfully. Add unlisted concerns on the blank lines.

- Traffic and congestion on Highway 12
 - Loss of Suisun City's small-town character or identity
 - Skepticism that promised jobs or benefits will materialize
 - Environmental impact (e.g. marshland, open space, wildlife)
 - Concerns about California Forever's long-term commitment or reliability
 - Displacement or gentrification pressure on existing residents
 - Trust in the city's ability to enforce developer commitments
 - Skepticism about the community engagement process itself
 - Concerns about school capacity and public services keeping pace with growth
 - Concerns about water supply and utility infrastructure
 - Other:
-
-
-
-

What potential benefits did your group identify?

Check all that were meaningfully raised — even in skeptical sessions, note acknowledged benefits.

- New local jobs that would reduce long commutes for Suisun residents
- Expanded housing options for working and middle-class families
- A stronger tax base supporting city services without raising taxes
- Infrastructure improvements funded by the developer, not existing residents
- Greater economic self-determination for Suisun City
- Regional equity — accessing tools other cities have had for decades
- Better protection of Travis Air Force Base through city-controlled land use
- New amenities (e.g. parks, schools, retail) within walking distance
- Support for the proposed Solano Shipyard and associated jobs

Other:

Section D: Responses to the Discussion Questions

Use the space below to capture the key perspectives your group shared in response to each discussion question from the Community Conversation Guide. You do not need to document every comment — focus on capturing the range of views and the most important points raised.

Discussion Question 1

Before reading this guide, how familiar were you with the history of how Suisun's boundaries were drawn and how that has shaped the city's finances? Does knowing that history change how you think about the city's current challenges?

Discussion Question 2

The recent wave of layoffs across Solano County, including more than 1,000 jobs lost and potentially 2,100 when accounting for dependent businesses, happened with very little warning and no regional strategy to absorb the impact. Does that experience change how you think about the value of having more jobs located within Suisun itself?

Discussion Question 3

The guide outlines three main tools available to Suisun to address its fiscal challenges: infill development, raising taxes, and annexation. Infill is projected to generate at most \$5 million annually, well short of the city's long-term needs. If annexation were off the table, what combination of the remaining options would you find acceptable?

Discussion Question 4

California Forever's land to the east of Suisun represents the last large undeveloped parcels where the city could meaningfully expand. If Suisun chooses not to annex this land, it is likely that another city or the county could eventually absorb it instead. How did your group feel about that outcome, and what would it mean for Suisun's long-term position in the region?

Discussion Question 5

The city currently operates at 80% of the staffing of similar cities. If the city were to continue its current path without expansion and was unable to close the fiscal gap, which city services would your group be most willing to see reduced or eliminated? Which would they consider non-negotiable?

Discussion Question 6

The guide outlines six standards the city intends to apply to any expansion, including jobs-housing balance, developer-funded infrastructure, and environmental stewardship. Which of those standards did your group feel was most important? Which felt most difficult to enforce in practice?

Discussion Question 7

The expansion involves a partnership with California Forever, a private company backed by outside investors. What questions did your group want answered about the company's long-term commitment to the project before supporting annexation?

Discussion Question 8

Whatever your group thinks about this specific proposal, what does this community conversation reveal about what Suisun residents want their city to look like in twenty years and whether the city is currently on a path to get there?

Discussion Question 9

What concerns or benefits did your group feel were not represented in the guide that they would like city leaders to consider when evaluating this proposal?

Section E: Overall Synthesis

What was the single most important thing your group wanted city leaders to hear?

3–5 sentences. Represent the full range of your group's views. If the group was deeply divided, say so and explain the core tension.

Were there concerns, questions, or perspectives raised that were not addressed anywhere in the Community Conversation Guide?

Be specific — name the concern, not just the category.

Is there anything else you want the city to know about your session or the community engagement process?

Optional. This can include feedback on the guide itself, the host training, or the overall process.

Thank you for taking the time to fill this out. Please return all discussion summaries to Michael Elm (melm@suisun.com)

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AGENDA TRANSMITTAL

MEETING DATE: April 28, 2026

AGENDA ITEM: Council Adoption of Resolution No. 2026-___: Establishing an Ad Hoc Committee of the City Council to Provide Ongoing Policy Guidance to Staff and Legal Counsel in the Negotiation of a Development Agreement between the City of Suisun City and California Forever for the Suisun City Expansion Exploration.

FISCAL IMPACT: There is no direct fiscal impact to the General Fund from the formation of the Ad Hoc Committee. Staff and associated costs with the negotiation of a Development Agreement are already contemplated within the existing Reimbursement Agreement between the City and California Forever LP, dated June 12, 2025 (the “Reimbursement Agreement”), which obligates California Forever to reimburse all reasonable City costs incurred in connection with the CEQA, annexation, and entitlement processes, including Development Agreement negotiation

STRATEGIC PLAN: Provide Good Governance. Advance Economic Development and Fiscal Sustainability.

BACKGROUND:

A Development Agreement under California Government Code §§65864 through 65869.5 is a legislative contract between a local agency and a property owner or developer that vests specified development rights in exchange for defined public benefits, phasing, infrastructure commitments, and other negotiated terms. Development Agreements are adopted by ordinance after a noticed public hearing and are among the most consequential land use instruments available to a city, as they bind the parties for an agreed term and shape the fiscal, infrastructure, and community outcomes of a project for decades.

The Suisun City Expansion is a approximately 17,500-acre, multi-decade project proposed by California Forever. The project is currently advancing through two parallel tracks: environmental review under the California Environmental Quality Act, which will produce a full Environmental Impact Report , and negotiation of a proposed Development Agreement that will memorialize the terms and commitments of the project. Both tracks are required to bring the full package forward for Council consideration.

On June 12, 2025, the City and California Forever LP executed a Reimbursement Agreement establishing terms for the City’s processing of the CEQA, annexation, and entitlement applications, including the Developer’s obligation to reimburse all reasonable City costs. The Reimbursement Agreement also establishes baseline shared goals to be incorporated into the Development Agreement: fiscal neutrality (the project must produce a net tax surplus); engagement of a third-party fiscal consulting firm to prepare a publicly available fiscal impact report; Travis AFB protection commitments; and the Developer’s agreement to pay the City \$3,500,000 within thirty (30) days of EIR certification and DA execution as an initial public benefit payment. The Reimbursement Agreement does not commit the City to approving the annexation or the Project. The exclusivity period is currently in effect, subject to the Developer’s timely renewal confirmations per Section 3(b) of that Agreement.

As Council is aware, the EIR and the Development Agreement are distinct work streams, both relevant to the

Council's ultimate consideration whether to approve the project. An EIR is legally required prior to any project approval and analyzes the potential environmental impacts of the proposed project and identifies mitigation measures and alternatives to mitigate any such impacts. A Development Agreement is a voluntary, negotiated agreement that memorializes additional measures, such as business terms, phasing, financing, public benefits, performance standards, and enforcement mechanisms between the City and the applicant. Both will be presented to Council for consideration at the same time.

STAFF REPORT:

Development Agreements of the size, complexity, and duration contemplated for the Suisun City Expansion are not negotiated in a matter of weeks. Based on comparable precedent in California, including large master planned community agreements typically requires between six to eight months of sustained, iterative work. That timeline assumes a fully staffed negotiating team, a defined project description, and consistent, timely policy direction from the legislative body's representatives.

Over the course of a negotiation at this scale, the City's negotiating team, consisting of the City Manager, legal team, Deputy City Manager, and supporting staff and consultants, will work through dozens of substantive issues. These may include, without limitation: phasing and performance milestones; infrastructure financing and delivery; water supply and utility commitments; transportation and mobility obligations; affordable housing and inclusionary requirements; public safety service delivery and fiscal neutrality; park, open space, and community benefit contributions; fee structures and credits; default and remedy provisions; term and vesting provisions; assignment and successor obligations; and alignment with the EIR mitigation monitoring and reporting program.

Each of these topics will generate multiple drafts, counterproposals, and policy decisions that must be resolved quickly to keep the negotiation on pace. It is not operationally feasible, and would significantly delay the project, to return to the full Council for every decision that requires policy guidance during a negotiation of this length and complexity. At the same time, it is essential that the City's negotiating position reflect the policy direction of elected leadership rather than the preferences of staff acting alone.

For these reasons, staff recommends that the City Council establish a two-member Ad Hoc Committee, consisting of the Mayor and one additional Councilmember appointed by the Mayor, to provide ongoing policy guidance to staff and legal counsel throughout the Development Agreement negotiation. The Ad Hoc Committee would be expected to meet with staff and legal counsel on a regular cadence, potentially as often as weekly, and at certain points in the negotiation more frequently, to review drafts, provide direction on open issues, and ensure that the City's negotiating posture remains aligned with Council priorities and community interests.

The Ad Hoc Committee is advisory. It will not take formal action on behalf of the City and will not approve any term of the Development Agreement. Final approval of the Development Agreement, by ordinance after public hearing, will remain with the full City Council. At key milestones throughout the negotiation, staff and the Ad Hoc Committee will return to the full Council for check-ins to report progress, confirm policy direction on major issues, and receive further guidance. This structure preserves the full Council's ultimate authority while providing staff and legal counsel with the responsive, continuous policy guidance that a negotiation of this scale requires.

The use of an ad hoc committee for this purpose is consistent with long-standing Brown Act practice. Under Government Code §54952(b), a temporary committee composed of fewer than a quorum of the legislative body and limited to a specific subject matter is not a standing committee and is not itself

subject to the Brown Act's notice requirements. The Ad Hoc Committee contemplated here is expressly limited in membership (two members), scope (support for Development Agreement negotiations), and duration (dissolving upon final Council action on the Development Agreement or upon earlier direction of the Council).

Staff notes that the Environmental Impact Report for the Suisun City Expansion will continue to proceed under its own statutory track. The Ad Hoc Committee's role is limited to supporting the negotiation of the Development Agreement, a separate and parallel instrument

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2026-____: Establishing an Ad Hoc Committee of the City Council to Provide Ongoing Policy Guidance to Staff and Legal Counsel in the Negotiation of a Development Agreement between the City of Suisun City and California Forever for the Suisun City Expansion Exploration.

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2026-____: Establishing an Ad Hoc Committee of the City Council to Provide Ongoing Policy Guidance to Staff and Legal Counsel in the Negotiation of a Development Agreement between the City of Suisun City and California Forever for the Suisun City Expansion Exploration.

PREPARED BY:	Ashley Nash, Administrative Assistant
REVIEWED BY:	Patrick Enright, City Attorney
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. [Ad Hoc Committee Resolution.docx](#)

RESOLUTION NO. 2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ESTABLISHING AN AD HOC COMMITTEE OF THE CITY COUNCIL TO PROVIDE ONGOING POLICY GUIDANCE TO STAFF AND LEGAL COUNSEL IN THE NEGOTIATION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SUISUN CITY AND CALIFORNIA FOREVER FOR THE SUISUN CITY EXPANSION EXPLORATION

WHEREAS, the City of Suisun City is exploring a potential multi-decade, approximately 17,500-acre expansion project in partnership with California Forever, known as the Suisun City Expansion Exploration; and

WHEREAS, the project is currently advancing on two parallel, interdependent tracks: environmental review under the California Environmental Quality Act, and the negotiation of a Development Agreement under California Government Code §§65864 through 65869.5; and

WHEREAS, a Development Agreement is a legislative contract that establishes the business terms, phasing, infrastructure delivery, public benefits, and enforcement mechanisms of a project of this scale, and is ultimately adopted by ordinance after a noticed public hearing; and

WHEREAS, negotiation of a Development Agreement of the size, scope, and complexity contemplated for the Suisun City Expansion Exploration is expected to require between six and eight months of sustained, iterative work by staff, legal counsel, and the applicant; and

WHEREAS, during a negotiation of this scale, numerous policy decisions arise that require timely direction from the City Council, and it is not operationally feasible to return to the full Council in open session for every such decision without materially delaying the negotiation; and

WHEREAS, the formation of an Ad Hoc Committee of two members of the City Council to provide ongoing policy guidance to staff and legal counsel will allow the negotiation to proceed on an efficient and responsive timeline while preserving the full City Council's ultimate authority to consider and approve any final Development Agreement; and

WHEREAS, the Ad Hoc Committee will be advisory in nature, will take no formal action on behalf of the City, will not approve any term of the Development Agreement, and will be limited in membership, scope, and duration consistent with Government Code §54952(b); and

WHEREAS, staff and the Ad Hoc Committee will return to the full City Council at key milestones throughout the negotiation for public check ins to report progress, confirm policy direction, and receive further guidance; and

WHEREAS, the formation of this Ad Hoc Committee does not alter, accelerate, or abbreviate the Environmental Impact Report process for the Suisun City Expansion Exploration, which will proceed on its own statutory track with full public scoping, Draft EIR review, and responses to all substantive comments.

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

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. An Ad Hoc Committee of the City Council is hereby established for the purpose of providing ongoing policy guidance to City staff and legal counsel in the negotiation of a Development Agreement between the City of Suisun City and California Forever for the Suisun City Expansion Exploration.
3. The Ad Hoc Committee shall consist of two members of the City Council: the Mayor, and one additional Councilmember appointed by the Mayor.
4. The Ad Hoc Committee shall meet with staff and legal counsel on a regular cadence as needed, which may be as frequent as weekly or more frequently at certain points in the negotiation, for the purpose of reviewing drafts, providing direction on open issues, and ensuring the City's negotiating posture reflects the policy direction of the City Council.
5. The Ad Hoc Committee is advisory only. It shall take no formal action on behalf of the City of Suisun City, shall not approve any term of the Development Agreement, and shall have no authority to bind the City. Final approval of any Development Agreement shall remain with the full City Council by ordinance following a noticed public hearing.
6. Staff and the Ad Hoc Committee shall return to the full City Council at key milestones throughout the negotiation for public check-ins to report progress, confirm policy direction, and receive further guidance.
7. The Ad Hoc Committee is temporary in nature and limited in subject matter and is therefore not a standing committee subject to the Ralph M. Brown Act pursuant to Government Code §54952(b). The Ad Hoc Committee shall automatically dissolve upon final City Council action on the Development Agreement, or upon earlier direction of the City Council.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on the 28th day of April 2026 by the following vote:

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

WITNESS my hand and the seal of said City this 28th day of April, 2026.

Anita Skinner
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: April 28, 2026

AGENDA ITEM: Authority Adoption of No. HA 2026-__ Authorizing the Executive Director to Execute a Loan Payoff, Subordination Release, and Property Sale Cooperation Agreement with Bay Homes Development Corporation Relating to the Property Located at 1450-1464 Humphrey Drive, Suisun City, California, and Authorizing Related Actions.

FISCAL IMPACT: The Authority's approval of the Agreement is to protect the Housing Authority security interest on the property. The funds for the payoff of the Wells Fargo loan will be from the Housing Authority and will not impact the City's general fund.

BACKGROUND:

This staff report is presented for action by the Board of the Suisun City Housing Authority ("Board") to authorize execution of a Loan Payoff, Subordination Release, and Property Sale Cooperation Agreement (the "Agreement") between the Suisun City Housing Authority ("Housing Authority") and Bay Homes Development Corporation ("Bay Homes"), a California nonprofit public benefit corporation.

A. The Property and Bay Homes

Bay Homes Development Corporation owns a 28-unit multifamily affordable housing development at 1450–1464 Humphrey Drive, Suisun City, California (the "Property"). The project was constructed in 1997–1998 and has been operated as low- and moderate-income affordable housing. Bay Homes is a California nonprofit public benefit corporation subject to the California Nonprofit Corporation Law (Corporations Code §§ 6600 et seq.) and the oversight of the California Attorney General's Charitable Trust Section.

B. Existing Liens and Default

The Property is encumbered by two deeds of trust:

- **First Priority** — Wells Fargo Bank, N.A.: Outstanding principal and accrued interest of approximately \$443,000, plus fees, penalties, and collection costs. Bay Homes is in default; Wells Fargo has initiated or may initiate foreclosure. No interest payments have been recorded since approximately March 2025.
- **Second Priority** — Suisun City Housing Authority: The Housing Authority holds a promissory note and deed of trust (the "HA Note" and "HA Deed of Trust") with an outstanding principal balance of approximately \$1,400,000, plus substantial accrued and deferred interest, in second lien position.

C. Foreclosure Risk

If Wells Fargo proceeds to foreclosure, the Housing Authority's second-position lien is at risk of being extinguished. The Property has been preliminarily estimated at approximately \$4,600,000 in value, suggesting adequate equity to protect the HA Note if the Wells Fargo lien is eliminated and an orderly

sale is conducted. However, the preliminary estimate was prepared by a real estate broker who is a sitting member of Bay Homes’ Board of Directors and is not reliable for official purposes. An independent appraisal is required under the Agreement

STAFF REPORT:

The Agreement is structured around four primary obligations:

A. Payoff Advance and Lien Elevation (Agreement §§ 2–3)

The Housing Authority advances the Wells Fargo payoff amount (estimated at \$427,000, to be confirmed by a formal payoff demand obtained no more than 15 days before the advance). The advance is added to the HA Note via an Allonge, increasing total principal to approximately \$1,827,000. Upon recording of the Wells Fargo reconveyance, the HA Deed of Trust is elevated to first-priority lien position, secured ahead of all other interests except non-delinquent property taxes.

B. Property Marketing and Sale (Agreement §§ 4–5)

Bay Homes must list and sell the Property through a Housing Authority-approved independent broker at a listing price no less than the appraised value. Key protections include:

- Housing Authority written approval required for broker selection, listing price, all price reductions, buyer identity, closing date, and all seller concessions.
- Minimum 90-day listing period; parties to confer if property remains unsold at 90 days.
- No sale, transfer, or encumbrance without prior Housing Authority written approval; any unauthorized transfer is void ab initio.
- Net Sale Proceeds applied first to retire the full HA Note balance before any distribution to Bay Homes.

C. Conflict of Interest Protections (Agreement § 7)

The Agreement expressly acknowledges that the broker who prepared the preliminary \$4,600,000 estimate is a sitting Bay Homes board member. The Agreement prohibits use of that estimate for any listing or sale approval purpose; prohibits use of that broker; and requires both an independent appraiser and an arm’s-length broker with no affiliation with Bay Homes or its officers, directors, or employees.

D. Bay Homes Dissolution and Asset Transfer (Agreement § 6)

Bay Homes must commence voluntary dissolution no later than 60 days following close of escrow, in compliance with Corporations Code §§ 6600 et seq. and subject to California Attorney General oversight under Corporations Code § 6716. Upon dissolution, and after all creditors are paid (including full repayment of the HA Note), remaining assets are to be transferred to the Housing Authority or a City-designated nonprofit public benefit corporation organized for affordable housing or related charitable purposes.

E. FINANCIAL SUMMARY

Item	Amount / Status
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Wells Fargo Payoff Advance	~\$443,000 + interest, fees, and collection costs accrued since approx. March 2025 (to be confirmed by formal Wells Fargo payoff demand as of May 1, 2026)
Existing HA Note Principal	~\$1,400,000 + accrued and deferred interest (amount to be confirmed)
Total HA Note After Payoff Advance	~\$1,843,000 principal + accrued interest + legal costs (to be confirmed)

Item	Amount / Status
Preliminary Value Estimate (Conflicted Broker — NOT Reliable)	~\$4,600,000 Prepared by Bay Homes board member; not for official use
Independent Appraisal	Not yet completed (required within 30 days of Payoff Advance)
Estimated Gross Proceeds (if sale at ~\$4.6M)	~\$4,300,000 after estimated closing costs (~\$300,000)
Estimated Surplus to Bay Homes After HA Payoff	~\$2,300,000 (subject to final appraisal, accrued interest, and costs)

F. ELIGIBLE USES OF HOUSING AUTHORITY PROCEEDS (~\$2.3 MILLION ESTIMATED SURPLUS)

If the Property sells at approximately \$4,600,000 and closing costs are approximately \$300,000, the Housing Authority would recover approximately \$1,843,000 (or the confirmed balance of the HA Note including all accrued interest) in first-priority repayment. The estimated remaining surplus available to Bay Homes — and, following Bay Homes’ dissolution, potentially transferable to the Housing Authority or a City-designated nonprofit — is approximately \$2.3 million (subject to final appraisal, confirmed interest balance, and actual closing costs).

The table below summarizes eligible uses of Housing Authority funds (including both HA Note repayment proceeds and any dissolution-transferred assets), consistent with applicable law. These funds may NOT be transferred to the City General Fund or the Successor Agency.

Eligible Use of Proceeds	Applicable Authority	Notes
Affordable Housing Development / Rehabilitation	<i>Health & Safety Code §§ 34200 et seq.; 42 U.S.C. § 1437 et seq.</i>	Development or rehabilitation of low- and moderate-income rental or ownership housing within the Housing Authority’s jurisdiction; broadest and most common use of Housing Authority funds

First-Time Homebuyer Assistance Programs	<i>Health & Safety Code § 34322; Cal. Fin. Code §§ 51000 et seq.</i>	Down payment assistance, closing cost grants, or deferred-payment loans to income-qualified first-time homebuyers in Suisun City; consistent with the interest expressed by Bay Homes President Lawton-Caesar in promoting homeownership
Acquisition of Affordable Housing Sites	<i>Health & Safety Code § 34315</i>	Land acquisition for future affordable housing development; preserves long-term housing capacity within the City
Payoff / Retirement of Existing Housing Authority Obligations	<i>Health & Safety Code § 34321</i>	Retirement of existing Housing Authority debt or obligations incurred in furtherance of its statutory mission; may include reserves for future liabilities

Eligible Use of Proceeds	Applicable Authority	Notes
		Retirement of existing Housing Authority debt or obligations incurred in furtherance of its statutory mission; may include reserves for future liabilities
Affordable Housing Operating Reserves	<i>Health & Safety Code § 34322; HUD guidelines</i>	Funding operating or replacement reserves for existing or future Housing Authority-assisted properties
Transfer to City-Designated Nonprofit for Charitable Housing Purposes	<i>Corp. Code § 6716; Agreement § 6.3(ii)</i>	Upon Bay Homes dissolution, remaining assets may be directed to a City-designated 501(c)(3) organized for affordable housing or related charitable purposes; funds may NOT be transferred to the City General Fund or Successor Agency
Administrative / Organizational Costs of Housing Authority	<i>Health & Safety Code § 34350</i>	Reasonable administrative and operating costs of the Housing Authority directly attributable to its housing mission; subject to HUD limitations if federal funds are involved

G. HOUSING AUTHORITY

The Housing Authority is authorized to enter into this Agreement pursuant to the California Housing Authorities Law (Health & Safety Code §§ 34200 et seq.), including its authority to acquire, operate, and dispose of affordable housing projects and to enter into agreements necessary to protect public funds and preserve affordable housing resources. The dissolution provisions are governed by the California Nonprofit Corporation Law (Corporations Code §§ 6600 et seq.) and Corporations Code § 6716 (California Attorney General oversight of charitable asset distributions).

STAFF RECOMMENDATION: It is recommended that the Authority Board adopt resolution No. HA 2026-__ Authorizing the Executive Director to Execute a Loan Payoff, Subordination Release, and

Property Sale Cooperation Agreement with Bay Homes Development Corporation Relating to the Property Located at 1450-1464 Humphrey Drive, Suisun City, California, and Authorizing Related Actions.

DOCUMENTS ATTACHED:

1. Authority Adoption of No. HA 2026-__ Authorizing the Executive Director to Execute a Loan Payoff, Subordination Release, and Property Sale Cooperation Agreement with Bay Homes Development Corporation Relating to the Property Located at 1450-1464 Humphrey Drive, Suisun City, California, and Authorizing Related Actions.
 2. Proposed Loan Payoff, Subordination Release, and Property Sale Cooperation Agreement (including Exhibit A — Form of Allonge)
-

PREPARED BY:

Ashley Nash, Administrative Assistant

REVIEWED BY:

Patrick Enright, City Attorney

APPROVED BY:

Bret Prebula, City Manager

ATTACHMENTS:

1. [Resolution of Suisun City HA Approving Settlement Agreement with Bay Homes.DOCX](#)
2. [SCHA Bay Homes Loan Payoff Sale Agreement.DOCX](#)

RESOLUTION NO. HA 2026-

A RESOLUTION OF SUISUN CITY HOUSING AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A LOAN PAYOFF, SUBORDINATION RELEASE, AND PROPERTY SALE COOPERATION AGREEMENT WITH BAY HOMES DEVELOPMENT CORPORATION RELATING TO THE PROPERTY LOCATED AT 1450–1464 HUMPHREY DRIVE, SUISUN CITY, CALIFORNIA, AND AUTHORIZING RELATED ACTIONS

WHEREAS, the Suisun City Housing Authority (the "Housing Authority") is a public body corporate and politic organized and existing under the California Housing Authorities Law (Health & Safety Code §§ 34200 et seq.), and is authorized to take such actions as are necessary and appropriate to carry out its statutory mission of providing and preserving affordable housing within its jurisdiction.

WHEREAS, Bay Homes Development Corporation ("Bay Homes") is a California nonprofit public benefit corporation that owns the 28-unit multifamily affordable housing development located at 1450–1464 Humphrey Drive, Suisun City, California (the "Property"), which has been operated as low- and moderate-income affordable housing since construction in 1997–1998.

WHEREAS, the Property is encumbered by a first-priority deed of trust in favor of Wells Fargo Bank, N.A. ("Wells Fargo"), securing a loan with an outstanding balance of approximately \$443,000, plus accrued interest, fees, penalties, and collection costs (the "First Loan Payoff Amount"). Bay Homes is in default on the Wells Fargo loan, and Wells Fargo has initiated or may initiate foreclosure proceedings.

WHEREAS, the Housing Authority holds a promissory note and second-priority deed of trust against the Property (the "HA Note" and "HA Deed of Trust"), with an outstanding principal balance to be confirmed by staff at the April 28, 2026 meeting, plus accrued and deferred interest. If Wells Fargo proceeds to foreclosure, the Housing Authority's second-priority lien is at risk of being extinguished or significantly impaired.

WHEREAS, in order to protect public funds and preserve affordable housing resources, Housing Authority staff and legal counsel have negotiated a Loan Payoff, Subordination Release, and Property Sale Cooperation Agreement (the "Agreement") with Bay Homes, under which: (i) the Housing Authority advances funds sufficient to pay off the Wells Fargo first deed of trust, thereby elevating the HA Deed of Trust to first-priority lien position; (ii) Bay Homes lists and sells the Property through an independent, arms-length broker at fair market value as established by an independent appraisal, subject to Housing Authority approval of all material sale terms; (iii) net sale proceeds are applied first to fully repay the HA Note (including the payoff advance and all accrued interest) before any proceeds are released to Bay Homes; and (iv) Bay Homes voluntarily dissolves following the close of escrow, with any remaining assets transferred to the Housing Authority or a City-designated nonprofit public benefit corporation.

WHEREAS, the Agreement requires that Bay Homes deliver certified resolutions of its Board of Directors authorizing execution of the Agreement and all related actions as a condition precedent to the Housing Authority's obligation to make the payoff advance. As of the date of this

Resolution, Bay Homes' Board of Directors is expected to meet prior to April 28, 2026 to authorize the Agreement; the status of that authorization will be confirmed by staff at the April 28, 2026 meeting.

WHEREAS, the Board of Commissioners has reviewed the Agreement and the staff report dated April 28, 2026, has received and considered all information presented at the April 28, 2026 public meeting, and has determined that entry into the Agreement is in the best interests of the Housing Authority and serves a legitimate public purpose consistent with the Housing Authority's statutory mission.

WHEREAS, this action is taken at a duly noticed public meeting of the Board of Commissioners held in compliance with the Ralph M. Brown Act (Government Code §§ 54950 et seq.).

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Suisun City Housing Authority, by the affirmative votes of a majority of the members present and voting at a duly noticed public meeting held on April 28, 2026, as follows:

BE IT FURTHER RESOLVED that the foregoing recitals are true and correct and are incorporated herein by this reference.

BE IT FURTHER RESOLVED that the Board of Commissioners hereby approves the Loan Payoff, Subordination Release, and Property Sale Cooperation Agreement between the Suisun City Housing Authority and Bay Homes Development Corporation, in substantially the form presented to the Board at this meeting, with such non-material modifications as the Executive Director and Housing Authority Legal Counsel may approve.

BE IT FURTHER RESOLVED that the Executive Director of the Suisun City Housing Authority (or the Executive Director's authorized designee) is hereby authorized and directed to execute the Agreement on behalf of the Housing Authority, and to take any and all further actions, execute any additional documents, and make any further determinations as may be necessary or appropriate to carry out the purposes of the Agreement and this Resolution, including without limitation: (i) executing the Allonge to the HA Note; (ii) approving and executing escrow instructions; (iii) approving the independent appraiser and independent broker engaged by Bay Homes in accordance with the Agreement; (iv) approving the listing price, listing agreement, and sale terms in accordance with the Agreement; and (v) executing a reconveyance of the HA Deed of Trust upon confirmation of full repayment of the HA Note.

BE IT FURTHER RESOLVED that the payoff advance authorized by this Resolution shall not be disbursed until the Executive Director and Housing Authority Legal Counsel have confirmed in writing that all conditions precedent set forth in Section 3 of the Agreement have been satisfied or expressly waived in writing by the Housing Authority, including without limitation the delivery of certified resolutions of the Bay Homes Board of Directors authorizing execution of the Agreement and all related actions.

BE IT FURTHER RESOLVED that any distribution of dissolution assets of Bay Homes following the close of escrow and full repayment of the HA Note shall be directed by the Housing Authority to: (i) the Suisun City Housing Authority; or (ii) a nonprofit public benefit

corporation organized under California law, designated by the Housing Authority, for purposes consistent with affordable housing, first-time homebuyer assistance, or related charitable uses within the City of Suisun City. No dissolution assets shall be transferred to the City of Suisun City General Fund or to any Successor Agency.

BE IT FURTHER RESOLVED that the Executive Director is authorized to provide written direction to the Escrow Holder, consistent with this Resolution and the Agreement, regarding the disbursement of Net Sale Proceeds and the distribution of any dissolution assets of Bay Homes.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at the Regular Meeting of the Housing Authority of the City of Suisun City duly held on Tuesday, the 28th day of April 2028, by the following vote:

AYES:	Commissioners:	_____
NOES:	Commissioners:	_____
ABSENT:	Commissioners:	_____
ABSTAIN:	Commissioners:	_____

WITNESS my hand and the seal of said Authority this 28th day of April, 2026.

Anita Skinner
Housing Authority Secretary

LOAN PAYOFF, SUBORDINATION RELEASE, AND PROPERTY SALE COOPERATION AGREEMENT

Parties:

Lender / Housing Authority: Suisun City Housing Authority, a public body corporate and politic

Borrower / Owner: Bay Homes Development Corporation, a California nonprofit public benefit corporation

Effective Date: _____, 2026

Property: 1450-1464 Humphrey Drive, Suisun City, CA 94585

RECITALS

This Loan Payoff, Subordination Release, and Property Sale Cooperation Agreement (this “Agreement”) is entered into as of the Effective Date set forth above, by and between the **Suisun City Housing Authority**, a public body corporate and politic organized and existing under the laws of the State of California (the “Housing Authority”), and **Bay Homes Development Corporation**, a California nonprofit public benefit corporation (“Bay Homes”). The Housing Authority and Bay Homes are each a “Party” and collectively the “Parties.”

This Agreement is entered into with reference to the following facts:

- A. Property.** Bay Homes is the owner of that certain real property located in the City of Suisun City, County of Solano, State of California, commonly known as 1450-1464 Humphrey Drive, Suisun City, CA, and identified as Assessor’s Parcel Number [APN] (the “Property”). The Property is improved with a 28-unit multifamily residential development constructed in 1997–1998 and operated as low- and moderate-income affordable housing (the “Project”).
- B. Wells Fargo First Deed of Trust.** The property is encumbered by a deed of trust securing a loan from Wells Fargo Bank, N.A. (or its successors and assigns, “Wells Fargo”) to Bay Homes (the “First Deed of Trust”). The current outstanding principal and accrued interest on the loan secured by the First Deed of Trust is approximately Four Hundred Twenty-Seven Thousand Dollars (\$427,000), plus any fees, penalties, default interest, and collection costs incurred as of the payoff date (the “First Loan Payoff Amount”).

- C. Default on First Deed of Trust.** Bay Homes is in default under the terms of the First Deed of Trust. Wells Fargo has initiated, or may initiate, foreclosure proceedings in connection with such default.
- D. Housing Authority Second Position Note.** The Housing Authority currently holds a promissory note and deed of trust securing a loan to Bay Homes in the current outstanding principal amount of approximately One Million Four Hundred Thousand Dollars (\$1,400,000), plus accrued interest and any other amounts due thereunder (the “HA Note”), which deed of trust is recorded against the Property in second priority position behind the First Deed of Trust (the “HA Deed of Trust”).
- E. Payoff of First Deed of Trust.** Bay Homes has requested that the Housing Authority advance funds sufficient to pay off and obtain reconveyance of the First Deed of Trust in full, so that the Housing Authority’s deed of trust will be recorded in or elevated to first priority lien position against the Property. The Housing Authority is willing to do so on the terms and conditions set forth herein.
- F. Sale of Property.** In order to satisfy its obligations to the Housing Authority and to maximize the value returned to the Housing Authority and Bay Homes from the Property, Bay Homes has agreed to list the Property for sale and to sell the Property on an arms-length basis for fair market value, subject to the Housing Authority’s approval rights set forth herein.
- G. Broker Conflict of Interest.** Bay Homes acknowledges that the broker who provided a preliminary listing price estimate of approximately \$4,600,000 for the Property is a member of the Board of Directors of Bay Homes Development Corporation. In view of this conflict of interest, the Parties have agreed that the Property shall be listed and marketed through an independent, arms-length licensed real estate broker with no affiliation with Bay Homes, its officers, directors, employees, or agents.
- H. Public Purpose.** The Housing Authority is entering into this Agreement in furtherance of its statutory mission to preserve and expand affordable housing resources and to protect public funds entrusted to it, and has determined that this Agreement serves a legitimate public purpose.
- I. Housing Authority Board Approval.** This Agreement and the transactions contemplated herein are subject to the prior approval of the Board of Commissioners of the Suisun City Housing Authority (the “Board”). This Agreement shall not become effective or binding on the Housing Authority unless and until the Board has duly authorized the execution of this Agreement by resolution adopted at a duly noticed public meeting. Bay Homes acknowledges that the Housing Authority’s staff does not have independent authority to bind the Housing Authority to the obligations set forth herein without Board approval.

- J. Dissolution of Bay Homes.** In order to ensure an orderly wind-down of the Project and protect public assets, the Parties have agreed that Bay Homes will initiate and complete a voluntary dissolution in accordance with its articles of incorporation and the California Nonprofit Corporation Law (Corp. Code §§ 6600 et seq.) after the Close of Escrow. Once dissolved, any remaining assets and proceeds of Bay Homes, after paying all lawful creditors and obligations, shall be transferred to the Housing Authority or to a nonprofit public benefit corporation designated by the City of Suisun City, in accordance with Bay Homes' charitable purposes and applicable law.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. DEFINED TERMS. Capitalized terms used but not otherwise defined in this Agreement have the meanings given in the Recitals. In addition:

- (a) "Appraisal" means a written appraisal of the Property prepared by a state-certified general real estate appraiser licensed under Business and Professions Code section 11300 et seq., who is (i) engaged by Bay Homes subject to the Housing Authority's prior written approval of the selected appraiser; (ii) independent of Bay Homes, its officers, directors, employees, and agents; and (iii) compensated at a fixed fee not contingent on the appraised value or the sale of the Property.
- (b) "Approved Sale" means a sale of the Property that satisfies each of the conditions set forth in Section 5 of this Agreement.
- (c) "Close of Escrow" means the date on which the grant deed conveying the Property to the buyer is recorded in the Official Records of Solano County.
- (d) "Escrow Holder" means a title and escrow company mutually acceptable to the Parties and the buyer.
- (e) "First Loan Payoff Amount" has the meaning given in Recital B, and shall be confirmed by a written payoff demand obtained from Wells Fargo not more than fifteen (15) days prior to the date of the Housing Authority's advance.
- (f) "Independent Broker" means a licensed California real estate broker or salesperson engaged to list and market the Property in accordance with Section 4, who (i) holds an active California Department of Real Estate license; (ii) has no affiliation, employment, contractor, or financial relationship with Bay Homes, its current or former officers,

directors, employees, or family members thereof; and (iii) is approved in writing by the Housing Authority prior to engagement.

- (g) "Listing Agreement" means the exclusive right-to-sell listing agreement entered into by Bay Homes and the Independent Broker, in a form approved by the Housing Authority.
- (h) "Net Sale Proceeds" means the gross purchase price received at Close of Escrow, less (i) customary and reasonable closing costs (including escrow fees, title insurance premiums, transfer taxes, and brokers' commissions approved by the Housing Authority); (ii) any prorations for property taxes; and (iii) amounts required to be paid to retire any liens senior to the HA Deed of Trust as of Close of Escrow (including any amounts owed to Wells Fargo not previously paid under Section 2 of this Agreement).
- (i) "Preliminary Title Report" means a preliminary report issued by a title company acceptable to the Housing Authority, showing the condition of title to the Property, all liens, encumbrances, easements, CC&Rs, and other matters affecting title.
- (j) "Sale Approval" means the Housing Authority's prior written approval of the sale price and material terms of any proposed sale of the Property, as required by Section 5.3.

Section 2. PAYOFF OF WELLS FARGO FIRST DEED OF TRUST.

- 2.1** Payoff Advance. Subject to the satisfaction of all conditions precedent set forth in Section 3 of this Agreement, the Housing Authority shall advance to escrow (or directly to Wells Fargo), in immediately available funds, an amount equal to the First Loan Payoff Amount, as confirmed by a written payoff demand from Wells Fargo. The advance by the Housing Authority pursuant to this Section 2.1 is referred to herein as the "Payoff Advance."
- 2.2** Addition to HA Note. The Payoff Advance shall be added to and become part of the principal balance due under the HA Note, effective as of the date of the Payoff Advance. Concurrently with the Payoff Advance, Bay Homes shall execute and deliver to the Housing Authority an Allonge to the HA Note in a form acceptable to the Housing Authority and its legal counsel, reflecting the increased principal balance. Interest shall accrue on the entire outstanding principal balance of the HA Note (as so increased) in accordance with the existing terms of the HA Note, unless otherwise agreed in writing by the Parties.
- 2.3** Reconveyance of First Deed of Trust. As a condition to the Payoff Advance, and as part of the payoff transaction, Bay Homes shall cause Wells Fargo to issue a full reconveyance of the First Deed of Trust, which shall be recorded in the Official Records of Solano County concurrently with or immediately following the Payoff Advance. Upon recording of the reconveyance, the HA Deed of Trust shall constitute a first-priority lien against the Property, subject only to non-delinquent property taxes and assessments, and to such other

matters as may appear on the Preliminary Title Report and are approved by the Housing Authority.

- 2.4 No Obligation to Advance; Conditions.** The Housing Authority's obligation to make the Payoff Advance is expressly conditioned upon satisfaction of each of the conditions set forth in Section 3. The Housing Authority shall have no obligation to make the Payoff Advance if any condition remains unsatisfied or waived in writing by the Housing Authority at the time the advance is due.

Section 3. CONDITIONS PRECEDENT TO PAYOFF ADVANCE. Each of the following conditions must be satisfied (or expressly waived in writing by the Housing Authority in its sole and absolute discretion) prior to the Housing Authority's obligation to make the Payoff Advance:

- (a) **Housing Authority Board Approval.** The Board of Commissioners of the Suisun City Housing Authority shall have duly adopted a resolution, at a duly noticed public meeting and in accordance with all applicable requirements of California law (including the Ralph M. Brown Act, Gov. Code §§ 54950 et seq.), approving this Agreement and authorizing the Housing Authority's Executive Director (or designee) to execute this Agreement and to make the Payoff Advance on behalf of the Housing Authority. A certified copy of such resolution shall have been delivered to Bay Homes.
- (b) **Executed Agreement.** This Agreement shall have been duly authorized, executed, and delivered by both Parties.
- (c) **Board Authorization of Bay Homes.** Bay Homes shall have delivered to the Housing Authority a certified copy of resolutions duly adopted by the Board of Directors of Bay Homes, authorizing Bay Homes to enter into this Agreement, to execute the Allonge to the HA Note, to list and sell the Property as contemplated herein, to proceed with dissolution as required by Section 6, and to perform all obligations under this Agreement.
- (d) **Payoff Demand.** Bay Homes shall have obtained, and delivered to the Housing Authority, a written payoff demand letter from Wells Fargo specifying the exact amount required to fully satisfy and discharge the First Deed of Trust, including all principal, interest, fees, penalties, default interest, and other amounts due through the anticipated payoff date.
- (e) **Preliminary Title Report.** Bay Homes shall have caused a Preliminary Title Report to be ordered from a title company acceptable to the Housing Authority, and shall have delivered a copy of the Preliminary Title Report to the Housing Authority. The Housing Authority shall have approved the condition of title reflected in the Preliminary Title Report, which approval shall not be unreasonably withheld with respect to matters customarily approved in transactions of this type.

- (f) **Appraisal Ordered.** Bay Homes shall have engaged, and provided written confirmation to the Housing Authority of the engagement of, a qualified appraiser meeting the requirements of the definition of “Appraisal” set forth in Section 1(a), to prepare an Appraisal of the Property. Delivery of the completed Appraisal shall not be required prior to the Payoff Advance, but the engagement must be confirmed and the Appraisal completed and delivered to the Housing Authority within thirty (30) days following the Payoff Advance.
- (g) **Independent Broker Identified.** Bay Homes shall have identified, and the Housing Authority shall have approved in writing, a proposed Independent Broker to list and market the Property.
- (h) **Allonge.** Bay Homes shall have executed and delivered to the Housing Authority an Allonge to the HA Note, duly authorized and in form and substance acceptable to the Housing Authority’s legal counsel.
- (i) **No Material Adverse Change.** There shall have occurred no material adverse change in the condition of the Property (physical, legal, or environmental) from the condition reflected in the Preliminary Title Report or otherwise disclosed to the Housing Authority, that has not been approved in writing by the Housing Authority.
- (j) **No Pending Foreclosure Sale.** No foreclosure sale under the First Deed of Trust shall be scheduled to occur within ten (10) business days of the anticipated date of the Payoff Advance, without prior written confirmation from Wells Fargo that the sale date will be postponed upon receipt of the payoff funds.

Section 4. APPRAISAL, TITLE, AND PROPERTY MARKETING OBLIGATIONS.

- 4.1 Appraisal.** Within thirty (30) days following the Payoff Advance, Bay Homes shall deliver to the Housing Authority a complete copy of the Appraisal. The Appraisal shall be addressed to or expressly authorize reliance by the Housing Authority. Bay Homes shall bear the cost of the Appraisal; provided that if the Appraisal cost is unreimbursed at Close of Escrow, it may be paid from Net Sale Proceeds as a closing cost, subject to the Housing Authority’s approval.
- 4.2 Preliminary Title Report.** Bay Homes shall obtain and deliver the Preliminary Title Report as required by Section 3(d). Bay Homes shall use commercially reasonable efforts to cause any title defects, liens, or encumbrances identified in the Preliminary Title Report (other than the HA Deed of Trust and non-delinquent property taxes) to be cured, released, or bonded over prior to listing the Property for sale. Bay Homes shall provide the Housing Authority with copies of all documents affecting title that are disclosed in the Preliminary Title Report.

- 4.3 Engagement of Independent Broker.** Within fifteen (15) days following the Payoff Advance, Bay Homes shall execute a Listing Agreement with the Housing Authority–approved Independent Broker. The Listing Agreement shall:
- (i) provide for an exclusive right to sell the Property;
 - (ii) establish a listing price not less than the appraised value reflected in the Appraisal (or, if the Appraisal has not yet been received, at a price to be confirmed by Bay Homes and approved by the Housing Authority in writing upon receipt of the Appraisal);
 - (iii) require the broker to market the Property on the Multiple Listing Service (MLS) and through such other commercially reasonable marketing channels as the Housing Authority may direct;
 - (iv) specify a commission rate approved in writing by the Housing Authority prior to execution; and
 - (v) name the Housing Authority as a third-party beneficiary with respect to the broker’s obligations regarding proper marketing of the Property.
- 4.4 Listing Price.** The initial listing price for the Property shall be approved in writing by the Housing Authority before the Property is listed. No reduction in the listing price shall be made without the prior written approval of the Housing Authority, which shall not be unreasonably withheld if the proposed reduction is supported by the Appraisal or by written documentation of market conditions provided by the Independent Broker.
- 4.5 Listing Period.** Bay Homes shall use commercially reasonable, good-faith efforts to sell the Property as promptly as practicable. The initial listing period shall be no less than ninety (90) days. If the Property has not sold within ninety (90) days of listing, Bay Homes and the Housing Authority shall confer regarding marketing strategy, potential price adjustments (subject to Housing Authority approval), or other measures to facilitate a sale.
- 4.6 Property Condition and Access.** Bay Homes shall maintain the Property in good condition and repair during the listing period, shall provide the Independent Broker and prospective buyers reasonable access to the Property for inspections and showings, and shall promptly disclose to the Housing Authority and the Independent Broker any material change in the condition of the Property.
- 4.7 Restrictions on Transfer.** Bay Homes shall not sell, transfer, encumber, assign, or otherwise convey any interest in the Property, or enter into any contract for the sale of the Property, without the prior written approval of the Housing Authority. Any purported transfer in violation of this Section 4.7 shall be void ab initio.
- 4.8 Additional Encumbrances Prohibited.** Bay Homes shall not place or permit any additional liens, deeds of trust, judgments, or other encumbrances on the Property without

the prior written consent of the Housing Authority, which may be withheld in its sole and absolute discretion.

Section 5. SALE OF PROPERTY; APPROVAL RIGHTS.

- 5.1 Arms-Length Sale Required.** Bay Homes shall sell the Property on an arms-length, open-market basis for fair market value through the Independent Broker. No sale to any person or entity that is an affiliate, officer, director, employee, or family member of any of the foregoing of Bay Homes shall be permitted without the express prior written approval of the Housing Authority in its sole and absolute discretion.
- 5.2 Housing Authority Approval of Sale Price and Terms.** Bay Homes shall not execute any purchase and sale agreement, letter of intent, or other binding contract for the sale of the Property without the Housing Authority's prior written approval of (i) the purchase price; (ii) the identity of the buyer; (iii) the proposed closing date; (iv) any seller concessions, credits, or carryback financing; and (v) any other material terms that would affect the Net Sale Proceeds available to satisfy the HA Note. The Housing Authority shall act on any request for Sale Approval within ten (10) business days of receipt of a complete written submission from Bay Homes.
- 5.3 Minimum Net Proceeds.** While this Agreement does not establish a fixed minimum sale price, the Housing Authority's approval of the sale price shall take into account the need for Net Sale Proceeds sufficient to satisfy, at minimum, the full outstanding balance of the HA Note (including the Payoff Advance and all accrued interest) at Close of Escrow. The Housing Authority shall not be obligated to approve any sale that would result in insufficient proceeds to repay the HA Note in full.
- 5.4 Escrow Instructions.** Upon the Housing Authority's Sale Approval, the Parties shall execute joint escrow instructions directing the Escrow Holder to:
- (i) pay all customary closing costs from the gross sale proceeds;
 - (ii) pay from Net Sale Proceeds, in first priority, the full outstanding balance of the HA Note (including the Payoff Advance, all accrued interest, and any other amounts due and owing to the Housing Authority under the HA Note or this Agreement), directly to the Housing Authority;
 - (iii) record a full reconveyance of the HA Deed of Trust upon confirmation of receipt of the HA payoff;
 - (iv) disburse any remaining Net Sale Proceeds to Bay Homes; and
 - (v) provide the Housing Authority with a final closing statement not less than forty-eight (48) hours prior to Close of Escrow.

5.5 No Net Proceeds to Bay Homes Until Housing Authority Paid. Bay Homes shall receive no proceeds from the sale of the Property until the Housing Authority has been paid in full, including all amounts due under the HA Note as increased by the Payoff Advance, all accrued and unpaid interest, and any other amounts owed to the Housing Authority under this Agreement or the HA Note.

Section 6. DISSOLUTION OF BAY HOMES DEVELOPMENT CORPORATION.

6.1 Obligation to Dissolve. Following the Close of Escrow and the payment in full of the HA Note and all other obligations of Bay Homes to the Housing Authority, Bay Homes shall promptly commence, diligently pursue, and complete a voluntary dissolution of Bay Homes Development Corporation in accordance with: (i) Bay Homes' articles of incorporation and bylaws; (ii) the California Nonprofit Corporation Law (Corp. Code §§ 6600 et seq.); and (iii) any applicable requirements of the California Attorney General's Office. Bay Homes shall initiate dissolution proceedings no later than sixty (60) days following the Close of Escrow.

6.2 Notice to Attorney General. Bay Homes acknowledges that, as a California nonprofit public benefit corporation, any dissolution and distribution of its assets is subject to the oversight of the California Attorney General pursuant to Corporations Code section 6716. Bay Homes shall provide timely notice to the Attorney General's Office of its intent to dissolve and shall comply with all applicable notice, consent, and approval requirements. Bay Homes shall provide the Housing Authority with copies of all filings and correspondence with the Attorney General relating to the dissolution.

6.3 Distribution of Remaining Assets. Upon dissolution, and after the payment of all lawful debts, liabilities, and obligations of Bay Homes (including all amounts due to the Housing Authority under this Agreement and the HA Note), any remaining assets and net proceeds of Bay Homes shall be transferred and conveyed exclusively to one or both of the following, as directed in writing by the Housing Authority:

- (i) the Suisun City Housing Authority; or
- (ii) a nonprofit public benefit corporation organized and existing under California law that has been established by or at the direction of the City of Suisun City, and that is organized for purposes substantially similar to those of Bay Homes (affordable housing development, preservation, or related services), as designated by the Housing Authority in writing no later than thirty (30) days prior to the anticipated Close of Escrow.

6.4 Consistency with Charitable Purpose. The distribution of assets required by Section 6.3 is intended to be consistent with Bay Homes' charitable purposes as set forth in its articles

of incorporation, and with the requirements of Corporations Code section 6716 and Internal Revenue Code section 501(c)(3) (if applicable). If the Housing Authority is not a qualifying organization to receive such assets under applicable law, the Housing Authority shall promptly designate a qualifying successor organization as described in Section 6.3(ii).

- 6.5 No Distribution Prior to Full Payoff.** Bay Homes shall make no distribution of assets to any director, officer, employee, or other private party in connection with or preceding its dissolution, except for: (i) reasonable compensation for services actually rendered; and (ii) payments to bona fide arm's-length creditors for obligations incurred in the ordinary course of business. Any distribution inconsistent with this Section 6.5 shall constitute an Event of Default under Section 8.
- 6.6 Cooperation and Reporting.** Bay Homes shall keep the Housing Authority reasonably informed of the progress of the dissolution proceedings and shall provide the Housing Authority with copies of all dissolution-related filings, court or agency orders, and distribution records. Bay Homes shall not take any action in connection with the dissolution that has not been disclosed to and approved by the Housing Authority in writing where such action would affect the assets available for distribution or the Housing Authority's rights under this Agreement.
- 6.7 Survival.** The obligations of Bay Homes set forth in this Section 6 shall survive the Close of Escrow and shall be binding on Bay Homes and its officers and directors until the dissolution is complete and final.

Section 7. CONFLICT OF INTEREST ACKNOWLEDGMENTS.

- 7.1 Broker Conflict Acknowledgment.** Bay Homes acknowledges that the real estate broker who prepared the preliminary listing price estimate of approximately \$4,600,000 is a member of the Board of Directors of Bay Homes Development Corporation. Bay Homes further acknowledges that this relationship constitutes a conflict of interest under California nonprofit corporation law (Corp. Code § 5233) and the duty of loyalty owed by directors of nonprofit public benefit corporations. Bay Homes represents and warrants that it has, or will, address this conflict in accordance with applicable law, including by obtaining appropriate board approvals and excluding the conflicted director from voting on any related transaction.
- 7.2 Independent Broker Requirement.** In light of the conflict identified in Section 7.1, the Parties have agreed that the Property shall be listed and marketed exclusively through the Independent Broker, who shall have no affiliation with Bay Homes or any of its current or former officers, directors, or employees. The preliminary estimate of \$4,600,000 provided by the conflicted broker shall not be used as the basis for the listing price or any Sale

Approval determination. The listing price shall be determined with reference to the completed Appraisal and the Housing Authority's approval.

- 7.3 Housing Authority Not a Fiduciary of Bay Homes.** Nothing in this Agreement shall be construed to create a fiduciary relationship between the Housing Authority and Bay Homes. The Housing Authority is acting solely to protect its own financial interests and those of the public it serves, and is not acting as a trustee, agent, or financial advisor to Bay Homes.

Section 8. REPRESENTATIONS AND WARRANTIES OF BAY HOMES. Bay Homes represents and warrants to the Housing Authority, as of the Effective Date and as of the date of the Payoff Advance, that:

- (a) **Organization.** Bay Homes is a nonprofit public benefit corporation duly organized, validly existing, and in good standing under the laws of the State of California, with full corporate power and authority to own the Property and to perform its obligations under this Agreement, including the obligation to dissolve as set forth in Section 6.
- (b) **Authorization.** This Agreement has been duly authorized by the Board of Directors of Bay Homes, has been executed by a duly authorized officer of Bay Homes, and constitutes the legal, valid, and binding obligation of Bay Homes, enforceable in accordance with its terms.
- (c) **No Conflicts.** The execution, delivery, and performance of this Agreement do not violate Bay Homes' articles of incorporation, bylaws, or any agreement to which Bay Homes is a party or by which it or the Property is bound.
- (d) **Title.** Bay Homes is the sole fee owner of the Property and has not transferred, assigned, or conveyed any interest in the Property except as disclosed in the Preliminary Title Report.
- (e) **No Other Defaults.** Except for the default under the First Deed of Trust disclosed herein, Bay Homes is not in default under the HA Note or HA Deed of Trust, or any other material agreement affecting the Property.
- (f) **No Litigation.** To Bay Homes' knowledge, there is no pending or threatened litigation, condemnation, or governmental proceeding that would materially and adversely affect the Property or Bay Homes' ability to perform its obligations hereunder.
- (g) **Disclosures.** Bay Homes has not knowingly withheld from the Housing Authority any material information regarding the Property, the First Deed of Trust default, or the financial condition of Bay Homes that would be material to the Housing Authority's decision to enter into this Agreement.

Section 9. DEFAULT AND REMEDIES.

9.1 Events of Default. Each of the following shall constitute an “Event of Default” by Bay Homes under this Agreement:

- (i) Bay Homes fails to perform any obligation under this Agreement within the time period specified herein and such failure continues for ten (10) business days after written notice from the Housing Authority;
- (ii) Bay Homes makes any representation or warranty in this Agreement that is materially false or misleading when made;
- (iii) Bay Homes transfers, encumbers, or otherwise conveys any interest in the Property in violation of Section 4.7 or 4.8;
- (iv) Bay Homes enters into a contract for the sale of the Property without Sale Approval in violation of Section 5.2;
- (v) Bay Homes fails to initiate dissolution proceedings within sixty (60) days following the Close of Escrow, or otherwise fails to comply with its obligations under Section 6;
- (vi) Bay Homes makes any distribution of assets in violation of Section 6.5;
- (vii) Bay Homes becomes insolvent, makes a general assignment for the benefit of creditors, or a receiver is appointed for Bay Homes or the Property; or
- (viii) Bay Homes defaults under the HA Note (as amended by the Allonge) or the HA Deed of Trust.

9.2 Remedies. Upon the occurrence of an Event of Default, the Housing Authority shall have all rights and remedies available at law or in equity, including without limitation: (i) the right to accelerate and declare immediately due and payable all amounts outstanding under the HA Note; (ii) the right to foreclose on the HA Deed of Trust in accordance with applicable California law; (iii) the right to seek specific performance of Bay Homes’ obligations under this Agreement, including the dissolution and asset transfer obligations under Section 6; and (iv) the right to recover from Bay Homes all costs, expenses, and reasonable attorneys’ fees incurred in enforcing this Agreement. No remedy set forth herein is exclusive of any other remedy.

9.3 No Waiver. The Housing Authority’s failure to exercise, or delay in exercising, any right or remedy shall not constitute a waiver thereof. No waiver shall be effective unless made in writing and signed by the Housing Authority.

Section 10. GENERAL PROVISIONS.

10.1 Entire Agreement. This Agreement, together with the HA Note (as amended by the Allonge) and the HA Deed of Trust, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings.

10.2 Amendments. This Agreement may not be amended except by a written instrument signed by duly authorized representatives of both Parties; provided that any amendment that materially increases the Housing Authority's financial obligations or modifies the dissolution or asset distribution requirements of Section 6 shall also require the prior approval of the Board of Commissioners of the Housing Authority by resolution.

10.3 Notices. All notices under this Agreement shall be in writing and delivered by personal delivery, overnight courier, certified mail (return receipt requested), or email (with confirmation of receipt) to:

If to the Housing Authority:

Suisun City Housing Authority
Attn: Executive Director
701 Civic Center Blvd.
Suisun City, CA 94585

If to Bay Homes:

Bay Homes Development Corporation
Attn: Executive Director / CEO
[Address]

10.4 Governing Law. This Agreement shall be governed by the laws of the State of California. Any dispute arising hereunder shall be resolved in the Superior Court of the State of California, County of Solano.

10.5 Attorneys' Fees. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

10.6 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronic and digital signatures shall be deemed valid and binding.

10.7 Authority. Each Party represents and warrants that the person signing this Agreement on its behalf has full authority to do so and to bind such Party to the obligations set forth herein; and that, in the case of the Housing Authority, the Board of Commissioners has duly adopted the authorizing resolution required by Recital I and Section 3(a).

- 10.8 Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 10.9 Recording.** The Housing Authority may, in its sole discretion, record a memorandum of this Agreement or an amended and restated deed of trust reflecting the increased indebtedness in the Official Records of Solano County. Bay Homes shall cooperate with the Housing Authority in executing any documents reasonably required to effectuate such recording.
- 10.10 Time of the Essence.** Time is of the essence with respect to all deadlines and performance dates set forth in this Agreement.
- 10.11 No Third-Party Beneficiaries.** This Agreement is for the exclusive benefit of the Parties. Nothing herein shall create any right or benefit in any third party, except as expressly provided in Section 4.3(v) with respect to the Independent Broker; and except that the City of Suisun City and any nonprofit corporation designated by the City pursuant to Section 6.3(ii) shall be intended third-party beneficiaries of the dissolution and asset transfer obligations in Section 6.
- 10.12 Compliance with Law.** Bay Homes shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its ownership, maintenance, listing, sale, and dissolution, including without limitation all requirements applicable to nonprofit public benefit corporations under the California Corporations Code and any requirements of the California Attorney General’s Charitable Trust Section.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SUISUN CITY HOUSING AUTHORITY,
a public body corporate and politic

By: _____

Print Name: _____

Title: _____

Date: _____

BAY HOMES DEVELOPMENT CORPORATION,
a California nonprofit public benefit corporation

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

Housing Authority Legal Counsel

EXHIBIT A
FORM OF ALLONGE TO PROMISSORY NOTE

This Allonge is attached to and made a part of that certain Promissory Note dated _____, 20__ (the “Note”), made by Bay Homes Development Corporation in favor of the Suisun City Housing Authority in the original principal amount of \$_____.

Pursuant to the Loan Payoff, Subordination Release, and Property Sale Cooperation Agreement dated _____, 20__ (the “Agreement”), the Housing Authority advanced the sum of \$_____ (the “Payoff Advance”) to retire the first deed of trust encumbering the Property. Effective as of _____, 20__, the principal balance of the Note is hereby increased by the amount of the Payoff Advance, such that the total outstanding principal balance of the Note is \$_____.

All other terms and conditions of the Note, including the interest rate, payment terms, and default provisions, remain unchanged and in full force and effect.

BAY HOMES DEVELOPMENT CORPORATION

By: _____

Print Name: _____

Title: _____

Date: _____

DRAFT