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, AUGUST 19, 2025

5:00 PM

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

5:00 P.M. CLOSED SESSION
6:30 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: 839 3004 1292
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. – 821)
(Next City Council Res. No. 2025 – 89)
Next Suisun City Council Acting as Successor Agency Res. No. SA2025 - 05)
(Next Housing Authority Res. No. HA2025 – 09)

5:00 P.M CLOSED SESSION

CALL TO ORDER
Mayor Hernandez

ROLL CALL
Council / Board Members

CONFLICT OF INTEREST NOTIFICATION
(Any items on the closed session agenda that might be a conflict of interest to any Councilmembers / Boardmembers should be identified at this time.)

PUBLIC COMMENT CLOSED SESSION
(In accordance with Section 54956(a), public comments are limited to items on this closed session agenda, and 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 comment period.)

CLOSED SESSION
Pursuant to California Government Code Section 54950 the Suisun City Council will hold a Closed Session for the Purpose of:

1. CONFERENCE WITH LABOR NEGOTIATOR
   A Closed Session will be held, Pursuant to Government Code Section 54957.6, to Conduct Labor Negotiations among:
   Agency Negotiator: City Manager, Bret Prebula
   Employee Organization:
   SCEA (Suisun City Employees' Association);
   SCPOA (Suisun City Police Officers Association);
   SCPFA (Suisun City Professional Firefighters' Association);
   SCMPEA (Suisun City Management and Professional Employees' Association);
   Unrepresented Employees;
   Temporary/Part-Time Employees.

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
   Pursuant to Government Code Section 54956.8 Real Property Identified by Assessor's Parcel Number (APN) 0173-010-230, located at 318 Merganser Drive:
   Negotiating Party: City Manager
   Subject: Price and Terms of Payment
   Parties Negotiation with: To Be Determined

RECESS TO CLOSED SESSION (City Manager Conference Room, City Hall)

6:30 RECONVENE OPEN SESSION

CALL TO ORDER
Mayor Hernandez

ROLL CALL
Council / Board Members

PLEDGE OF ALLEGIANCE

INVOCATION

CLOSED SESSION REPORT
Announcement of Actions Taken, if any in Closed Session.

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.)

3. City Manager Update - (Prebula: bprebula@suisun.com).

4. City Attorney Report - (Enright).

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.)

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

5. Appointment of Voting Delegate and Alternate(s) for the League of California Cities 2024 Annual Conference - (Hernandez: ahernandez@suisun.com).

CONSENT CALENDAR

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

6. Council Adoption of Resolution No. 2025-__: Accepting the Fire Department Remodel – Phase 1 Project as Complete, Authorizing the City Manager to Record the Notice of Completion for the Project, and Increase the Project Contingency by $2,645.81 to cover Contract Change Order 1-3 - (Vue: Nvue@suisun.com).
7. Council Adoption of Resolution No 2025-___: Authorize the City Manager to Execute a Multi-Channel Sales Agreement with Ritchie Bros for Two Fire Department Vehicles - (Lopez: Blopez@suisun.com).
8. California Forever Consultant Professional Services Agreements: - (Bermudez: Jbermudez@suisun.com).
    a. Council Adoption of Resolution No. __: Approving a Professional Services Agreement with Stantec for Planning Engineering Services.
    b. Council Adoption of Resolution No.__: Approving a Professional Services Agreement with Zanjero AMS for Water-Related Technical, Regulatory and Engineering Services.
9. Council Adoption of Resolution No. 2025-__: Approving a Purchase and Sale Agreement of Real Property Between the City of Suisun City and Harbor Square Holdings LLC - (Bermudez: Jbermudez@suisun.com).
10. Council Adoption of Resolution No. 2020-___: Approving the Solano Express Intercity Transit Funding and Cost-Sharing Agreement - (Prebula: Bprebula@suisun.com).

Suisun City Council Acting as Successor Agency

11. Successor Agency Adoption of Resolution No. SA2025-___: Receiving and Approving an Amended Recognized Obligation Payment Schedule 2025-26B (ROPS) for the Period of January 1, 2026 through June 30, 2026 - (Deol: ldeol@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

12. Council/Agency Approval of July 2025 Accounts Payable and Payroll Warrants - (Deol: ldeol@suisun.com).

PUBLIC HEARING

13. Council Adoption of Resolution No. 2025-__: Approving Planned Unit Development Application No. PLN-00003 and Site Plan/Architectural Review Application No. PLN-00004 for a Twenty-Unit Multi-Family Residential Project at 400 Main Street (Assessor Parcel Number (APN) 0032-091-220) (Continued from July 15, 2025) - (Kearns: Jkearns@suisun.com).

GENERAL BUSINESS

14. Approving a Professional Services Agreement with Apex Technology Management, LLC - (Roberts: rroberts@suisun.com)
    a. Council Adoption of Resolution No. 2025-___: Approving a Professional Services Agreement with Apex Technology Management, LLC to Provide Information Technology Support Services for the City of Suisun City;
    b. Council Adoption of Resolution No. 2025-___: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2025-64 to Increase the Budget for Network Maintenance Internal Service Fund Contract with Apex Technology Management, LLC.

COUNCIL COMMENTS

REPORTS: (Informational items only)

15. Non-Discussion Items.

ADJOURNMENT

Public Access To Agenda Documents

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council/Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The city may charge photocopying charges for requested copies of such documents. To the extent feasible, the agenda packet is available for online public viewing on the City's website: https://www.suisun.com/Government/City-

Council/Agendas The City Council/Agency/Authority hopes to conclude its public business by 10:00 p.m. No new items will be taken up after 10:00 p.m., unless so moved by a majority of the City Council, and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.

Accommodations

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

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

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

Certification Of Posting
Agendas for regular and special meetings are posted in accordance with the Brown Act at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including:

- Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
- Joe Nelson Center, 611 Village Drive, Suisun City, CA;
- Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, 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.

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AGENDA ITEM NO. 6.

AGENDA TRANSMITTAL

MEETING DATE: August 19, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-__: Accepting the Fire Department Remodel – Phase 1 Project as Complete, Authorizing the City Manager to Record the Notice of Completion for the Project, and Increase the Project Contingency by $2,645.81 to cover Contract Change Order 1-3.

FISCAL IMPACT: Acceptance of the Fire Department Remodel – Phase 1 Project as complete. The project is funded by American Rescue Plan Act (ARPA) and does not have a fiscal impact on the General Fund. The final project cost is in the amount of $191,845.81.

STRATEGIC PLAN: Provide Good Governance, Ensure Public Safety

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BACKGROUND: The City is responsible for maintaining the Fire Station. The wall separating the apparatus bay from the main station was only a half wall and did not meet the 2-hour fire-resistance requirement per Building and Fire Code. As a result, it had to be removed and replaced with a code-compliant wall extending from floor to ceiling.

STAFF REPORT:

The project was funded by the American Rescue Plan Act (ARPA) in the amount of $200,000. It was advertised for bids in September 2024, with submissions due by October 23, 2024. Mars Construction, Inc. submitted the lowest responsive bid at $172,000.

On November 19, 2024, the City awarded Mars Construction a contract in the amount of $172,200, with a 10% contingency of $17,200 for a total budget of $189,200. The project scope included installation of a 2-hour fire-rated wall from floor to ceiling, replacement of the water heater, and all associated work required to complete the project.

Construction began on February 12, 2025. During the course of the project, three contract change orders (CCOs) were issued:

- **CCO #1**: A deduction of $2,450 for demolition work performed by Fire Department staff prior to construction.
- **CCO #2**: An addition of $24,796.15 for unforeseen work that includes the removal of abandoned conduits, filling of roof vent openings with fire-rated foam, enclosing exposed vent pipes, and installing a bracket system to secure the roof deck insulation.
- **CCO #3**: A deduction of $2,500.34 for the planned relocation of the kitchen door, which was later deemed unnecessary by the Fire Chief.

The final cost of the project is $191,845.81.

Staff recommends accepting the project as complete, authorizing the City Manager to file and record the

Notice of Completion with the County, and increase the project contingency by $2,645.81 to cover Contract Change Order 1-3. This action will initiate the one-year warranty period for the completed improvements.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2025-__: Accepting the Fire Department Remodel – Phase 1 Project as Complete, Authorizing the City Manager to Record the Notice of Completion for the Project, and Increase the Project Contingency by $2,645.81 to cover Contract Change Order 1-3.

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2025-__: Accepting the Fire Department Remodel – Phase 1 Project as Complete, Authorizing the City Manager to Record the Notice of Completion for the Project, and Increase the Project Contingency by $2,645.81 to cover Contract Change Order 1-3.
2. Notice of Completion.

PREPARED BY: Gemma Geluz, Administrative Technician
REVIEWED BY: Nouae Vue, Public Works Director
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. Accepting the Fire Dept Remodel - Phase 1 as Complete & Filing NOC.docx
2. Fire Dept Remodel - Phase 1 Notice of Completion.docx

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ACCEPTING THE FIRE DEPARTMENT REMODEL – PHASE 1 PROJECT AS COMPLETE, AUTHORIZING THE CITY MANAGER TO RECORD THE NOTICE OF COMPLETION FOR THE PROJECT, AND INCREASE THE PROJECT CONTINGENCY BY $2,645.81 TO COVER CONTRACT CHANGE ORDER 1-3.

WHEREAS, the Fire Department is in need of remodel and the Phase 1 scope was for the installation of fire rated wall between the Apparatus Bay and Main Station; and

WHEREAS, the City hired an architect to design plans & specifications for the Fire Department Remodel – Phase 1 project; and

WHEREAS, the City advertised the plans and specifications for this Project in late September 2024 and bids were opened on October 2024; and

WHEREAS, on November 19, 2024, the City Council awarded the construction contract to Mars Construction; and

WHEREAS, Mars Construction has completed all work under the contract for the Project and is ready to receive a Notice of Completion.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby accept the Fire Department Remodel – Phase 1 Project as complete and authorizes the City Manager to take such measures as necessary to execute the Notice of Completion.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 19th day of August 2025 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 19th day of August 2025.

_____
Anita Skinner
City Clerk

WHEN RECORDED MAIL TO:

Name	Public Works Department
Street Address	CITY OF SUISUN CITY 701 CIVIC CENTER BLVD.
City & State, Zip	SUISUN CITY, CA 94585

SPACE ABOVE THIS LINE FOR RECORDER'S USE

No Fee, per code 27283

NOTICE OF COMPLETION

A.P.N. 0173-131-140

Notice is hereby given that:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described.
2. The full name of the undersigned is City of Suisun City
3. The full address of the undersigned is 701 Civic Center Blvd.
   Suisun City, CA 94585
4. The nature of the title of the undersigned is: In fee. N/A
   (If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee.")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: **NONE**

   NAMES ADDRESSES

6. The names of the predecessors in the interest of the undersigned, if the property was transferred subsequent to the commencement of the work of improvement herein referred to: **NONE**

   NAMES ADDRESSES

   (If no transfer made, insert "none.")
7. A work of improvement on the property hereinafter described was completed on: August 19, 2025
8. The name of the contractor, if any, for such work of improvement was Mars Construction .

   (If no contractor for work of improvement as a whole, insert "none.")
9. The property on which said work of improvement was completed is in the City of Suisun City, County of Solano, State of California, and is described as follows:
   Fire Department Remodel – Phase 1

10. The street address of said property is 621 Pintail Drive, Suisun City, CA 94585
11. I declare under penalty of perjury the foregoing is true and correct.

Dated: _____

Signature of owner named in paragraph 2 _____

By Bret Prebula, City Manager

AGENDA ITEM NO. 7.

AGENDA TRANSMITTAL

MEETING DATE: August 19, 2025

AGENDA ITEM: Council Adoption of Resolution No 2025-___: Authorizing the City Manager to Execute a Multi-Channel Sales Agreement with Ritchie Bros for the Sale of Fire Department Surplus Vehicles.

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

STRATEGIC PLAN: Goal C: Sustainability and Stewardship

BACKGROUND: The Fire Department has identified two vehicles that have exceeded their service life as emergency vehicles. The vehicles are:

- 1993 Ford F-Super Duty XLT (Fire Rescue)
- 2008 Ford F-150 XLT (Utility 48)

Both vehicles have surpassed their expected service life as fire department emergency apparatus, in accordance with industry standards. Each has already been replaced with newer units to ensure the continued ability to meet the operational needs of the department and the community.

STAFF REPORT:

The fire department vehicles identified have exceeded their expected service life as fire department emergency apparatus in accordance with industry standards. They have already been replaced with newer units to ensure the department can continue to meet the operational needs of the community. As part of the department's ongoing commitment to maintaining a well-equipped and reliable fleet, promoting fiscal responsibility, and ensuring the safety of its personnel, the Fire Department is recommending these surplus vehicles be disposed of through an approved method.

Ritchie Bros. Auctioneers has been identified as an authorized and cost-effective option for the sale of surplus vehicles. Each vehicle is anticipated to sell for a few thousand dollars. Following the sale, the City of Suisun City will receive a check for the proceeds, less the commission rate and title transfer fees as outlined in the agreement. All recovered funds will be returned to the City's General Fund.

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

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2025-___: A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute a Multi-Channel Sales Agreement with

Ritchie Bros. for the Sale of Fire Department Surplus Apparatus.

2. Multi-Channel Sales Agreement from Ritchie Bros Sales.

PREPARED BY:	Michelle Zunino, Administrative Technician
REVIEWED BY:	Brad L. Lopez, Fire Chief
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution for the Sale of Fire Department Surplus Apparatus
2. Multi-Channel Sales Agreement from Ritchie Bros Sales.

RESOLUTION NO. 2025-__

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

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

WHEREAS, the vehicles are listed as follows, a 1993 Ford F-Super Duty XLT Fire Rescue and a 2008 Ford F-150 XLT pickup truck utilized as a utility vehicle; and

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

WHEREAS, it is projected the rescue and pickup truck will be sold for a few thousand of dollars a piece; and

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

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

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, August 19th, 2025 by the following vote:

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

WITNESS my hand and the seal of said City this 19th day of August 2025.

_____
Anita Skinner, CMC
City Clerk

MULTI-CHANNEL SALES AGREEMENT

Contract #: 00934256

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

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

1. SELLER INFORMATION

Account Name Doing Business As Local Language Seller Name	City of Suisun City Fire Department
Seller Business Address	701 Civic Center Blvd, Suisun City, CA, United States of America, 945852617
Authorized Representative	Bret Prebula
Title of Authorized Representative	City Manager
Phone	1 (707) 421-7300
Fax	
Email	bprebula@suisun.com

2. COMMERCIAL TERMS APPLICABLE TO LIVE AUCTION EVENT

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

3. COMMERCIAL TERMS APPLICABLE TO MARKETPLACE

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

	previously inspected by RB Group. In the event of any unforeseen machine failure, the Seller agrees to make the necessary repairs to bring the Schedule B Equipment to the same condition as when inspected by RB Group.
Titled Equipment	The Seller hereby appoints RB Group as its attorney-in-fact with a limited power of attorney ("**LPOA**") to execute on the Seller's behalf, all documents necessary and required to transfer title to, and permit registration of ownership of, any portion of the Schedule B Equipment to the buyer; provided, however, if original titles or a notarized LPOA are required by federal, state, provincial or local regulation to transfer title, the Seller will provide RB Group with either, as applicable, (i) signed original titles, or (ii) a notarized LPOA and unsigned original titles at least two weeks prior to the time of listing. Failure to provide title(s) and/or an LPOA as required may prevent the Schedule B Equipment being made available for sale on the Marketplace(s) until such documentation is provided

4. GENERAL COMMERCIAL TERMS

Proceeds	Unless otherwise specified in writing, the Seller acknowledges that there is no guarantee whatsoever as to the gross proceeds to be realized from the sale of the Equipment.
Title Transfer Fees; Lien Search Fees	The Seller will pay lien search fees, title transfer fees and any other fee applicable as set out in the Terms & Conditions for each unit of Equipment, unless otherwise specified. RB Group will deduct such fees from any amounts owing to the Seller.
Commission Rate	RB Group will be entitled to a commission based on the gross sale price of each piece of Equipment as follows: (a) **15.00 %** for any lot in excess of **USD 3,000.00;** and (b) **25.00 %** for any lot realizing **USD 3,000.00** or less, with a minimum fee of **USD 195.00** per lot. Seller Initials ☐ RB Group Initials ☐
Terms & Conditions	This Agreement incorporates by reference the terms and conditions located at https://www.rbauction.com/legal-policies/seller-terms-and-conditions( ) in force as of the Effective Date ("**Terms and Conditions**"). By initialing here, the Seller acknowledges that (i) the Seller has received a copy of the Terms and Conditions with this Agreement, (ii) it is the Seller's responsibility to familiarize itself with the Terms and Conditions, and (iii) the Seller is bound by the Terms and Conditions. *Seller Initials* ☐
Refurbishment	The Seller elects to have RB Group arrange for the welding, sandblasting, painting, cleaning, and other refurbishing (the "**Refurbishing**") of the Equipment to a standard acceptable to RB Group. : **NO** Should RB Group organize and pay for the Refurbishing of any part of the Equipment, RB Group will be reimbursed for these costs plus 10.00 % provided that the total cost will not exceed **USD0.00** without the Seller's consent.
Fuel/Batteries/Tire Repair Costs	The Seller will reimburse RB Group for the cost plus 10% of fuel, batteries and tire repair as RB Group deems necessary for the demonstration and sale of the Equipment, if applicable.

5. LIENS/ENCUMBRANCES

ARE THERE ANY LIENS ON THE EQUIPMENT?	NO
SELLER'S INTERNAL CONTACT REGARDING LIENS AND TITLES (*Name/Phone/Fax/Email*):	**Name:** Bret Prebula **Phone:** 1 (707) 421-7300 **Fax:** **Email:** bprebula@suisun.com

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date, and each represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so.

SELLER: City of Suisun City Fire Department			
Name:	Bret Prebula	Title:	City Manager
By (*Signature*):		Date Signed:	(dd/mm/yyyy)

RITCHIE BROS. AUCTIONEERS (AMERICA) INC.			
Name:	Rob Porteous	Title:	Territory Manager
By (*Signature*):		Date Signed:	(dd/mm/yyyy)

IRONPLANET, INC.			
Name:	Rob Porteous	Title:	Territory Manager
By (*Signature*):		Date Signed:	(dd/mm/yyyy)

SCHEDULE A TO AGREEMENT

EQUIPMENT FOR LIVE AUCTION EVENT

SELLER'S NAME: City of Suisun City Fire Department

#	Item Description – Manufacturer, Model, Serial Number, Description, Auction Event and Date, Delivery	Encumbrance Holder Company/Contact Name/Email Phone/Fax/Account (if none, state 'nil')	Amount Owing on Encumbrance
1	Owner Equipment ID: U47 Year: 2008 Manufacturer: Ford Model: F-150 Description: 2008 Ford F-150 Pickup Machine Type: Pickup S/N: 1FTPW14568KC71069 Auction Event and Date: Sacramento, CA, USA - Oct 8, 2025 Delivery Location: Sacramento - RB Yard Delivery Date: 23/9/2025 (dd/mm/yyyy)	Nil	
2	Owner Equipment ID: R47 Year: 1993 Manufacturer: Ford Model: F-Super Duty Description: 1993 Ford F-Super Duty Utility Truck Machine Type: Utility Truck S/N: 2FDLF47G0PCB07716 Auction Event and Date: Sacramento, CA, USA - Oct 8, 2025 Delivery Location: Sacramento - RB Yard Delivery Date: 31/7/2025 (dd/mm/yyyy)	Nil	

Legend	
PoR	Price on Request

Seller	RBGroup

SCHEDULE B TO AGREEMENT

EQUIPMENT FOR ONLINE MARKETPLACE SALE

SELLER'S NAME: City of Suisun City Fire Department

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

Seller	RBGroup

AGENDA ITEM NO. 8.

AGENDA TRANSMITTAL

MEETING DATE: August 19, 2025

AGENDA ITEM: California Forever Consultant Professional Services Agreements:

a. Council Adoption of Resolution No. __: Approving a Professional Services Agreement with Stantec for Planning Engineering Services.
b. Council Adoption of Resolution No.__: Approving a Professional Services Agreement with Zanjero AMS for Water-Related Technical, Regulatory and Engineering Services.

FISCAL IMPACT: All costs associated with the evaluation of the Suisun Expansion Specific Plan are fully covered through a reimbursement agreement between California Forever LLP and the City. Under this agreement, Stantec and Zanjero will complete all tasks outlined in the scope of work, and California Forever will reimburse the City for all associated costs. No costs will be borne by the City, and no funding from the City's General Fund will be used for this work.

STRATEGIC PLAN: Strategic growth will result in long-term financial benefits tax base and reducing per-capita service costs. California Forever is committing funding to assist in the planning process by assuring all consultants and staff time committed to the project will be funded through the approved Reimbursement Agreement.

BACKGROUND: On January 21, 2025, the Suisun City Council took a significant step by authorizing the exploration of annexation opportunities beyond the city's existing sphere of influence. Building on this initiative, the Council approved direct engagement with property owners involved in the East Solano Plan on March 18, 2025. On April 15, 2025, the City Council authorized staff to move forward with annexation efforts in coordination with California Forever and to finalize a Reimbursement Agreement (RA) to cover staff and consultant costs associated with planning and annexation. Most recently, the RA was completed and approved by the City Council on June 10, 2025.

STAFF REPORT: The City is entered into a RA with California Forever, which establishes the terms under which the Developer will fund City costs related to the potential annexation and development of approximately 15,740 acres under the proposed Suisun Expansion Specific Plan. The agreement ensures full reimbursement to the City for staff time, consultant services, legal and environmental review (CEQA), public outreach, and required agency coordination.

Moving forward with the California Forever project will require assembling a specialized team to guide the development process and establish a well-defined implementation timeline. These individuals will bring expertise in land use planning, fiscal and financial modeling, infrastructure development, and environmental resource management and regulation.

To ensure timely and effective project execution, staff is requesting City Council authorization to continue to retain highly specialized consultants. In order to effectively advance the review and processing of the California Forever project, staff recommend engaging two specialized consulting firms: Stantec and Zanjero, to provide critical technical, regulatory, engineering, and planning support. These firms will work in coordination with City staff to ensure the City's interests are fully protected,

and that the project proceeds in compliance with all applicable laws, standards, and policies.

Stantec will provide on-call, task order-based consulting services focused on comprehensive review of the California Forever application, including the proposed Specific Plan. Their work will include evaluating conformance with the City's General Plan, zoning regulations, and development standards; conducting Subdivision Map Act compliance reviews; analyzing technical disciplines such as grading, drainage, transportation, water/wastewater, and stormwater infrastructure; and reviewing architectural, site, and streetscape design for compatibility with City goals. Stantec will also prepare staff-level technical memoranda, redline plan reviews, consolidated comment letters, and support public presentations, ensuring high-quality, timely, and coordinated review of all project elements.

Zanjero will provide highly specialized expertise in water-related technical, regulatory, and engineering matters. Their scope includes reviewing water modeling assumptions; evaluating groundwater reliability and management strategies; assessing water rights and entitlements; advising on state water law and regulations; reviewing and validating the Water Supply Assessment; providing CEQA support for water-related issues; and assisting with project management, public/political outreach, and communications related to water resources. Zanjero's role will help the City safeguard long-term water supply reliability, ensure legal and regulatory compliance, and strategically address potential risks to the City's water systems associated with the proposed development.

Staff are seeking City Council approval to authorize the City Manager to execute contracts with an initial set of highly qualified consultants essential to launching this significant project. These consultants bring the required skill sets, subject matter expertise, and years of experience managing complex issues similar to those anticipated throughout the course of this project.

These contracts will be structured on a time-and-materials basis with not-to-exceed amounts. These limits are based on the preliminary scope of work and the limited information currently available. All consultant contracts will be actively managed by City staff to ensure work is performed within scope, on schedule, and in alignment with the City's goals and budgetary parameters.

Staff respectfully request that the City Council authorize the City Manager to execute the necessary agreements with the listed firms to support the timely and effective launch of the project.

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

a. Council Adoption of Resolution No. __: Approving a Professional Services Agreement with Stantec for Planning Engineering Services.
b. Council Adoption of Resolution No.__: Approving a Professional Services Agreement with Zanjero AMS for Water-Related Technical, Regulatory and Engineering Services.

DOCUMENTS ATTACHED:

1. Attachment 1. - Resolution - Stantec Contract
2. Attachment 1a. - Stantec Professional Services Agreement
3. Attachment 1b. - Stantec Proposal Contract Services
4. Attachment 1c. - 2025 Rate Table
5. Attachment 2. - Resolution - Zanjero Contract
6. Attachment 2a. - Zanjero Professional Services Agreement
7. Attachment 2b. - Zanjero Scope of Work

PREPARED BY: Jim Bermudez, Deputy City Manager

REVIEWED BY: Bret Prebula, City Manager

APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

Attachment 1. Resolution - Stantec Contract
Attachment 1a. Suisan City-Stantec Template Professional Services Agreement (STN v.8-11-2025)
Attachment 1b. Stantec proposal CA Forever contract services 2025
Attachment 1c. 2025 rate table 2 ca
Attachment 2. - Resolution - Zanjero Contract
Attachment 2a. Professional Services Agreement
Attachment 2b. SOW for Suisun City (6.20.25).pdf
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RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC FOR CONSULTANT SERVICES FOR WORK RELATED TO THE CALIFORNIA FOREVER PROJECT

WHEREAS, on January 21, 2025, the Suisun City Council took a significant step by authorizing the exploration of annexation opportunities beyond the city's existing sphere of influence.; and

WHEREAS, on April 15, 2025, the City Council authorized staff to move forward with annexation efforts in coordination with California Forever and to finalize a Reimbursement Agreement to cover staff and consultant costs associated with planning and annexation; and

WHEREAS, California Forever and the City have jointly developed a Reimbursement Agreement (RA) that ensures all costs related to the annexation and entitlement process, including the preparation of environmental documents, infrastructure planning, and related efforts will be fully funded by the developer; and

WHEREAS, moving forward with the California Forever project will require assembling a specialized team to guide the development process and establish a well-defined implementation timeline; and

WHEREAS, to ensure timely and effective project execution, staff is requesting City Council authorization to retain highly specialized or niche consultants outside the traditional, lengthy Request for Proposals (RFP) process; and

WHEREAS, Stantec brings the required skill sets, subject matter expertise, and years of experience managing complex issues similar to those anticipated throughout the course of this project; and

WHEREAS, staff is seeking City Council approval to authorize the City Manager to execute a contract with Stantec, a highly qualified consultant that is essential to launching this significant project; and

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

1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with Stantec in a form approved by the City Attorney for the purpose of completing planning and traffic analysis, in an amount not to exceed $1,000,000
2. The City Manager is further authorized to take all necessary actions to implement the agreement and complete the scope of work in coordination with City staff.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 19th day of August 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 19th day of August 2025.

_____
Anita Skinner
City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated July 1, 2025 ("Effective Date") and is between the City of Suisun City, a California municipal corporation ("City") and Stantec Consulting Services Incorporated, a [New York corporation] ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for review and validation of all environmental analyses related to hydrology, including the evaluation of groundwater and water rights attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Brianna Daniels (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through August 19, , 2028, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit A**. In no event shall Consultant be paid more than the not to exceed amount of $1,000,000provided in **Exhibit A** (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Unanticipated Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. A response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products

as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. <u>Conflicts of Interest</u>. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. <u>Indemnification, Hold Harmless, and Duty to Defend</u>.

A. <u>Indemnities</u>.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all third party damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, to the proportionate extent caused by the negligent acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement,. Consultant shall defend the Indemnitees in any action or actions from third parties regarding personal injury or property damage filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

3) Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

4) City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

5) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of $2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of $2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or

subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. <u>Default</u>.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. <u>Notices</u>. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:	Attn: _____ City of Suisun City 701 Civic Center Blvd Suisun City, CA 94585 Email: _____
with a courtesy copy to:	Patrick Enright, City Attorney Richards, Watson & Gershon 2300 N Street, Ste 3 Sacramento, CA 95816 Telephone: (415) 782-0358 Email: penright@rwglaw.com
If to Consultant:	Attn: _____ _____ _____ _____

16. <u>Non-Discrimination and Equal Employment Opportunity</u>. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. <u>Prohibition of Assignment and Delegation</u>. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. <u>No Third Party Beneficiaries Intended</u>. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. <u>Waiver</u>. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. <u>Final Payment Acceptance Constitutes Release</u>. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment

be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibit A constitutes a part of this Agreement and is incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing

shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days City of Suisun City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a Superior Court with geographic jurisdiction over the City of Suisun City.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[*SIGNATURE PAGE FOLLOWS*]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Suisun City,
a California municipal corporation

By: _____
Name: Bret Prebula
Title: City Manager

ATTEST:

By: _____
Name: Anita Skinner
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Patrick Enright
Title: City Attorney

Consultant:

[Consultant's Legal Name],
a [Legal Form of Entity]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

EXHIBIT A
SCOPE OF SERVICES AND BILLING RATES

Stantec Consulting Services Inc.
2999 Oak Road, Suite 800
Walnut Creek CA 94597-2054

July 31, 2025

City of Suisun City
Jim Bermudez, Development Services Director
City Hall
701 Civic Center Blvd.
Suisun City, CA 94585

Dear Jim Bermudez,

Reference: City of Suisun City – Consulting Services for the Review of the California Forever Application

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to provide the City of Suisun City (City) on-call consulting services for review of the California Forever Application (Application). We understand the City is undertaking the review of the California Forever Application, including a proposed Specific Plan and associated development program. Stantec will provide technical, environmental, planning, and engineering support on an on-call, as-needed basis to supplement City staff capacity and provide comprehensive, timely, and high-quality analysis.

1 APPROACH

We have developed a project team approach, with a Client Manager, Trevor Macenski, that has a strong track record of working with the City and within Solano County (County), a proposed Project Manager, Brianna Daniels, that has 20+ years of land development experience throughout California, and a robust team of Discipline Specialists with a depth of expertise that includes the following discipline areas:

- Grading and Drainage
- Traffic and Transportation
- Water/Wastewater
- Urban Design
- Hydrology and Hydraulics
- Geomatics
- Power & Energy
- Recreation/Landscape
- Planning and Environmental Specialties
- Geotechnical Engineering

For the City, our diverse experience means we have completed hundreds of assignments in California and specifically in the Bay Area. Our expertise, coupled with a track record of success with the City and within

the County, provides the City with a team who have delivered and will continue to deliver high quality planning and engineering support.

The Stantec community brings together approximately 32,000 employees working in over 450 locations across six continents. Our collaborative approach spans various disciplines and industries, enabling us to bring to life diverse projects in buildings, energy and resource management, environmental conservation, water management, and infrastructure development. We are dedicated to serving the communities and individuals we work with, fostering long-term relationships.

RESPONSIBLE PERSONNEL

The organization chart on the following page shows how we will approach review of the California Forever Application. Our team is organized around our Account Manager, who is supported by our Project Manager and a technical team consisting of a cadre of technical specialists. Beyond these key team members, we have more than 1,400 professionals in California. Assigned staff will be committed to the Project through its completion. Brief descriptions of the Project Management Team are provided in the following paragraphs.

TREVOR MACENSKI
Account Manager

Trevor is Stantec's Environmental and Planning Practice leader and an environmental scientist with an advanced understanding of land-use planning. As part of our national impact assessment practice, he brings a creative, problem-solving approach to his role as a liaison between the various participants in the planning, permitting, and project development process. He is an experienced environmental impact assessment practitioner, a skilled public presenter, and an educator in the environmental field. Trevor has worked on over 125 CEQA documents, including more than 30 EIRs that have been litigated, and has two published CEQA court cases to his name without a single document having been overturned. Trevor is a City Council Member for the City of Benicia and was previously on both the Planning Commission and Historic Preservation and Design Review Commission for the City of Benicia. He understands the municipal planning process and is sensitive to community concerns.

BRIANNA DANIELS, PE
Project Manager
Discipline Lead – Infrastructure

Brianna has more than 20 years of experience and serves as a Community Development Vice President with design knowledge expanding across public works infrastructure and residential and commercial development. She has extensive experience in the design and engineering of public infrastructure supporting large master planned developments. Brianna has delivered multiple large, master planned communities to cities and counties throughout California and understands the unique needs of each agency. She works closely with Planning and Development departments to provide technically sound design that adheres to current standards and regulations while also meeting the vision of the applicant team. She has successfully managed large, multi-disciplinary teams through all stages of a

project, starting with pre-application, through entitlement, into final design and permitting, and through construction.

ANNA RADONICH
Deputy Project Manager
Discipline Lead – Planning

Anna manages Stantec project teams, and she contributes analytical work products documenting CEQA compliance for agency decisions related to urban development, redevelopment, and infill projects. As an experienced urban and environmental planner with more than 20 years of professional experience, she synthesizes, reformats, and adapts knowledge generated by Stantec investigations for the specific needs of cities' planning and CEQA compliance efforts in processing planning applications for mixed-use developments, in-fill projects, and commercial projects within the community. Anna has experience in environmental compliance strategies for land use and local development projects in both the public and private sectors. She has experience coordinating regulatory review and compliance, including facilitating public engagement, participating in regulatory proceedings, and tracking compliance requirements. Anna is also a Planning Commissioner for the City of Lafayette.

PAT OSBORNE

Senior Project Manager
Discipline Lead – Grading & Drainage

Pat's 44 years of professional engineering experience includes a range of major office, industrial, resort, retail, commercial and industrial, and master-planned development projects. A seasoned project manager, he has directed, designed, and provided construction support on close to 200 projects. Pat's expertise includes site grading, street design, and utility systems, as well as preparing construction documents.

DEREK RAPP

Senior Principal
Discipline Lead – Roadways & Transportation

Derek has approximately 20 years of experience in the design and management of transportation projects. He has designed and managed a wide variety of transportation projects including roadway and intersection improvements, Project Study Reports, Circulation Elements, Safe Route to School projects, roundabouts, traffic signals, roadway signing and delineation, construction traffic control and staging, parking lots and bicycle and pedestrian paths. Derek spent seven years as the head of Traffic Operations for the City of Santa Barbara where he was responsible for the operation and maintenance of over 300 miles of roads, the timing for over 100 traffic signals, as well as the City's bikeways and pedestrian facilities. His responsibilities included street, sidewalk, sign, and pavement marking maintenance, planning, budgeting and managing transportation capital projects, signal timing and maintenance and development review, as well as obtaining Federal and State funding for projects. This public sector experience gives him a valuable and balanced perspective, resulting in the preparation of plans that are tailored to the specific

needs and desires of the client and the community. Derek has extensive experience in making presentations to city council, boards and commissions, professional organizations and community groups, as well as facilitating public workshops and meetings.

JONATHAN ZUKOWSKI

Senior Civil Engineer
Discipline Lead – Water/Wastewater

Specializing in water resources, Jonny's 14 years of experience cover a wide-ranging scope of water, wastewater, and civil engineering projects for private and public improvements. He has extensive experience in grading, drainage, water pipeline rehabilitation and design, ground water well design, hydraulic modeling, fire suppression system design, wastewater conveyance, construction cost estimations, technical report writing and developing construction documents. His experience involves coordination with numerous municipalities within the Counties of Santa Barbara, Ventura, and Los Angeles. Jonny is well versed with numerous types of specialized computing software including AutoCAD Civil3D®, Microsoft Office, HydroCAD, ArcGIS, WaterGEMs, SewerGEMs, InfoWater and SWMM.

JUN WANG

Senior Principal
Discipline Lead – Hydrology & Hydraulics

Jun has more than 30 years of extensive project management and civil engineering experience. His technical practice focuses on surface water hydrology, hydraulics, sediment transport, floodplain management, flood conveyance systems, scour protections for bridge and pipeline crossings, and environmental restoration. Jun routinely applies numeric models to simulate rainfall/runoff, flood inundation, channel stability, and reservoir operations. He has led the completion of a broad range of water resources projects and is familiar with the design requirements, as well as environmental and permitting regulations. Jun served in contract management and technical roles for local, state, and federal government clients including public works and transportation agencies, US Army Corps of Engineers, Bureau of Reclamation, and California Department of Water Resources.

TONY ZAVANELLI

Principal
Discipline Lead – Power & Energy

Tony has 40 years of engineering and project management experience in the fields of cogeneration, solar energy, alternative energy, energy conservation, demand side management, District energy, and HVAC systems. He is an experienced engineering consultant to a wide variety of clients in the public, industrial, utility, university, state, and international sectors. Tony's project experience ranges from

nuclear power plants and natural gas power stations to renewable energy – including solar, geothermal, biomass, and biogas facilities.

For the past 25 years, Tony has focused on cogeneration power systems, solar, and biomass/biogas energy projects, District heating and cooling systems, and demand side management projects. He has worked for many major public and private sector clients throughout North America as well as in Europe and Asia.

MARLENE WONG

Senior Geotechnical Engineer
Discipline Lead – Geotechnical

Marlene is a California registered geotechnical engineer with more than 25 years of experience planning and managing geotechnical investigations, performing engineering analyses, and providing construction administration services for new construction and seismic retrofits in the public and private sectors. Her experience includes commercial and residential buildings, infrastructure projects, public schools, reservoirs, ground improvements, tunnels, and deep excavations in urban environments.

CANDICE ABRAMS

Water Resources Engineer
Discipline Lead – Water Quality

Candice has over nineteen years of experience specializing in water resources engineering including hydrologic and hydraulic modeling; floodplain and alluvial fan modeling; drainage analyses and design; urban land and civil design; sanitary sewer master planning; and preparation of storm water pollution prevention plans, water quality/stormwater plans, FEMA submittals, and USACE permitting submittals. Candice has worked extensively on projects within Nevada and California. She also has experience with numerous hydrologic modeling, hydraulic modeling (1D and 2D), and civil design software applications.

TRACIE FERGUSON

Senior Associate
Discipline Lead – Noise Studies

Tracie has decades of experience as an acoustical consultant on a wide range of project types, including healthcare and wellness facilities, commercial spaces, government buildings, educational facilities, mixed-use developments, environmental noise studies, and tenant improvements. She brings expertise in mechanical noise and vibration control, architectural acoustics, and environmental noise control. Tracie is skilled at providing design recommendations and mitigation measures to meet the

requirements of applicable codes and ordinances. Her deep technical knowledge, experience with complex facilities, ability to integrate with multiple team members, and agility in implementing innovative design solutions set her apart.

KAITLYN HECK

Air Quality Specialist
Discipline Lead – Air Quality/GHG

Kaitlyn has eight years of experience as an Air Quality and Greenhouse Gas Technical Specialist. She has worked on CEQA and NEPA project technical reports for a variety of development and infrastructure projects including residential and commercial developments, utility projects, transportation projects, and long-term planning projects. Kaitlyn has been the lead technical expert for projects in air districts across the state including the South Coast Air Quality Management District (SCAQMD), Bay Area Air Quality Management District (BAAQMD), San Joaquin Valley Air Pollution Control District (SJVAPCD), Ventura County Air Pollution Control District (VCAPCD), and Monterey Bay Air Resources Board (MBARB). She is experienced with the California Emissions Estimator Model (CalEEMod), AERMOD dispersion modeling, EMFAC, and OFFROAD programs.

CRYSTAHL TAYLOR

Principal Environmental Planner
Discipline Lead – Biological/Cultural Resources

Crystahl is a Principal Environmental Planner in our Environmental Services Group based in Santa Maria, California. Crystahl has 23 years of experience in environmental permitting, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) document preparation and review, environmental due diligence, and environmental compliance services. Her primary expertise is in the energy, oil and gas, industrial, land development, capital improvement, and public works sectors. Crystahl has worked extensively throughout California, with additional project experience in Oregon and Arizona.

DARYL ZERFASS

Principal
Discipline Lead – Traffic

Daryl's experience covers multiple aspects of traffic engineering and transportation planning. He has a proven record of managing large-scale transportation studies efficiently and effectively. His projects include impact studies for CEQA and NEPA analysis, complete street planning and design, traffic impact studies for large-scale development projects, traffic analysis of major utility projects, freeway facility and interchange studies for PSRs and PRs, transportation studies for Specific Plans and General Plan updates, large-area transportation studies, corridor studies, transportation nexus fee studies, traffic

model development, and land-use related circulation studies. Daryl views every project as an opportunity to develop innovative transportation solutions and is committed to expanding accessibility to all members of each community.

DALTON LAVOIE

Principal
Discipline Lead – Recreation & Open Space

Dalton is a landscape architect with more than 17 years of experience on a broad range of public and private projects, including commercial/retail developments, streetscapes, public parks, waterfronts, environmental impact documents, recreational facilities, public infrastructure facilities, transportation planning documents, master planned communities, logistics campuses, and mixed-use developments. His work exhibits creativity, holistic thinking, attention to detail, thoroughness in quality control/management, and passion for clarity in communication/ coordination (verbal, written and graphic). He excels in project management and the preparation of construction documents, opinions of probable cost, and presentation graphics. He has skill strengths in community workshop facilitation, concept/design development, site design, technical and creative writing, three-dimensional modeling, quality control, and photo simulation.

Dalton is active on local and national platforms for the advancement of his profession through his service in the American Society of Landscape Architects. He currently serves as a California Council of the American Society of Landscape Architects director. In 2013, he was honored to be one of the first five members recognized with an ASLA Outstanding Service Award for “notable contributions to and on behalf of the Society at the national level”.

SCOTT BUTTARI

Senior Principal
Discipline Lead – Land Planning

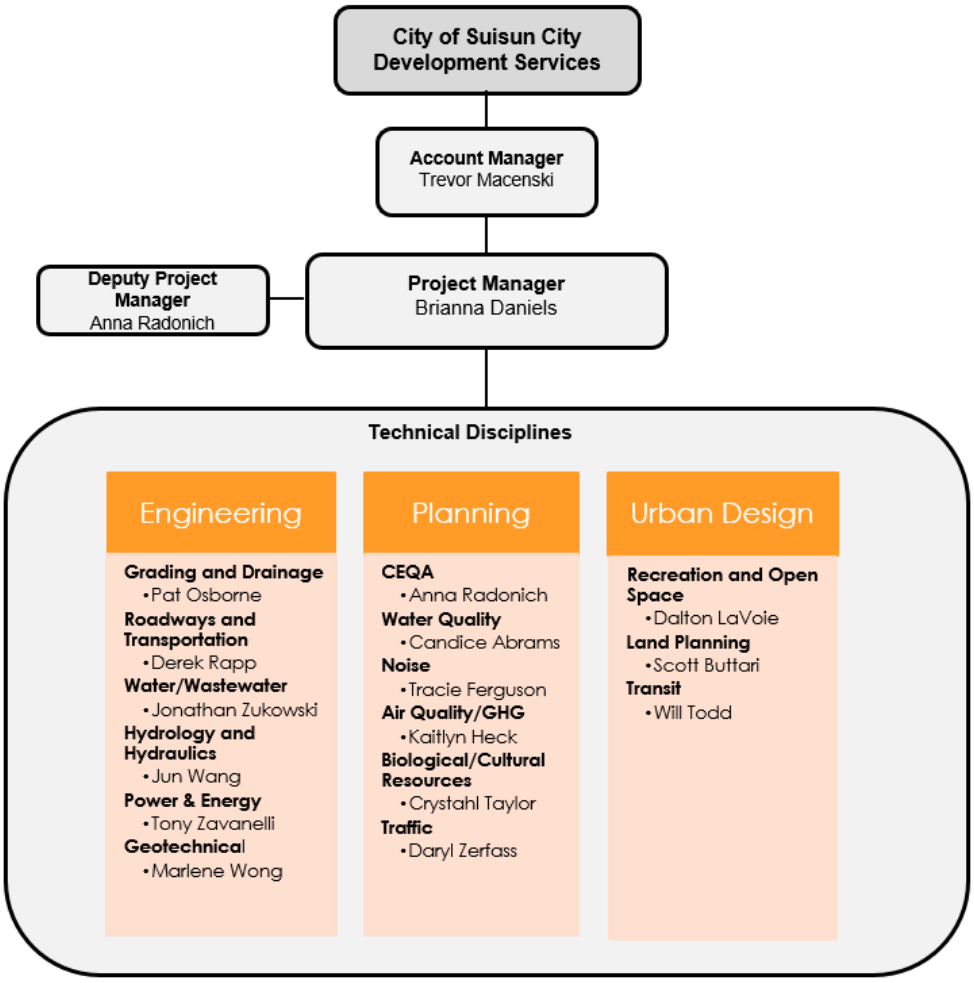
Scott Buttari brings over 25 years of experience in landscape architecture, with a specialized focus on the design and master planning of mixed-use developments. His portfolio spans large-scale, high-profile projects including urban redevelopment districts, waterfront communities, and environmentally sensitive residential communities. Scott is known for his ability to thoughtfully integrate the natural environment into functional, beautiful, and sustainable places. As a LEED Accredited Professional, Scott applies proven techniques that enhance energy efficiency and reduce environmental impact, ensuring that each project aligns with long-term sustainability goals. Scott’s notable work includes leading landscape architecture and planning for The Quay Sarasota, a $1 billion waterfront redevelopment in downtown Sarasota that combines residential, retail, hospitality, and public space with multimodal streetscapes and trails. He also played a pivotal role in the renovations and expansion of the Bradenton Area Convention

Center within the City of Palmetto. Across all projects, Scott's approach ensures cohesive, adaptable spaces that serve both the needs of the community and the environment.

WILL TODD

Principal
Discipline Lead – Transit

Will is a principal architect leading the transit buildings team in California. He plays an integral role in successfully guiding projects from initial planning through final construction. He leads and coordinates full-service integrated design teams to deliver impactful and efficient projects. In his 18-year career, he has focused on delivering projects for more than 50 transit agencies in California.



2 Scope of Services

A Process and Implementation

Under this scope of services, Stantec will:

- Assemble a series of documents that will serve as the framework for review of the development application. These will include the City's General Plan, Development Guidelines, Zoning Ordinances, relevant design standards, and other applicable documents from nearby agencies.
- Host the review framework on a cloud server for access by all parties involved in the review of the development application.
- Create a process flowchart for use in timely dissemination of documents. This flowchart will help define who is responsible for the review of specific documents and establish timeframes necessary to meet required response times.

B Application & Specific Plan Review

Under this scope of services, Stantec will:

- Conduct detailed analysis of the California Forever Application, including completeness checks and technical sufficiency review.
- Evaluate conformance with the City's General Plan, development standards, zoning code, and applicable regional plans.
- Review and provide written comments on the proposed Specific Plan, including land use, circulation, infrastructure phasing, and financing elements.

C Technical Discipline Review

Under this scope of services, Stantec will:

- Coordinate and prepare third-party peer reviews or in-house assessments of key infrastructure components:
    - Civil Engineering (including grading, drainage, and roadway design)
    - Geotechnical (seismic, soils, and related investigations)
    - Water Supply & Demand Analysis

  - Wastewater Capacity & Treatment
  - Stormwater & Utilities Master Planning
  - Public Services & Infrastructure Phasing
- Evaluate utility demand and off-site extension requirements, including potential impacts on Suisun's existing systems.

D Design Review

Under this scope of services, Stantec will:

- Review architectural concepts, site planning, landscaping, streetscape design, and compatibility with existing development patterns.
- Coordinate with City planning and engineering staff to develop design recommendations.

E Meetings & Coordination

Under this scope of services, Stantec will

- Assign a Project Manager (Brianna Daniels) to serve as the single point of contact for coordination, quality assurance, and budget tracking.
- Attend and actively participate in:
  - Internal coordination meetings with City departments
  - Applicant-led technical workshops
  - Planning Commission study sessions and public hearings
  - City Council meetings and briefings
  - Interagency and stakeholder coordination meetings, as needed
- Provide meeting summaries and follow-up actions as appropriate.

F Documentation & Reporting

Under this scope of services, Stantec will:

- Prepare and submit staff-level technical memoranda, redline plan reviews, and consolidated comment letters.

- Support the preparation of staff reports and public presentation materials for Planning Commission and City Council.
- Track all time and costs against tasks to remain within the not-to-exceed budget.

3 Project Management & Billing

Understanding the City's desire for on-call, as-needed support at a not-to-exceed budget, Stantec's proposal is based on the following assumptions:

- Services will be provided under an on-call, task order-based structure with specific assignments authorized by the City in writing.
- Stantec will assign a Project Manager (Brianna Daniels) to serve as the single point of contact for coordination, quality assurance, and budget tracking.
- Work will be billed on a time-and-materials basis up to the not-to-exceed amount of $1,000,000.

4 Deliverables

Stantec will provide the City with the following types of deliverables related to review of the Application:

- Technical memoranda and plan reviews.
- Specific Plan and infrastructure review summaries.
- Meeting agendas, notes, and action items.
- Presentation materials for public hearings.
- Periodic progress updates and budget tracking reports.

Reference: **City of Suisun City – Consulting Services for the Review of the California Forever Application**

Regards,

Stantec Consulting Services Inc.

Trevor Macenski
Senior Principal, US West – Urban Places and Planning Practice Leader
Phone: (916) 508-4170

Brianna Daniels
Vice President – Community Development
Phone: (805) 588-3170
brianna.daniels@stantec.com

Attachment: Resume

BRIANNA DANIELS

PE, CDT
Project Manager

20+

Years of relevant experience

EDUCATION

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, California

MEMBERSHIPS

Member, American Public Works Association (APWA)
Member, National Association of Industrial Operations Professionals (NAIOP)

Brianna has more than 20 years of experience and serves as a Community Development Vice President with design knowledge expanding across public works infrastructure and residential and commercial development. She has extensive experience in the design and engineering of public infrastructure supporting large master planned developments. Brianna has delivered multiple large, master planned communities to cities and counties throughout California and understands the unique needs of each agency. She works closely with Planning and Development departments to provide technically sound design that adheres to current standards and regulations while also meeting the vision of the applicant team. She has successfully managed large, multi-disciplinary teams through all stages of a project, starting with pre-application, through entitlement, into final design and permitting, and through construction.

RELEVANT EXPERIENCE

- Zayo – Umatilla to Reno Long Haul Fiber Project, Northern CA
- Innovation Park Master Planned Development, Sacramento, CA
- Kiley Ranch Renown Master Planned Development, Sparks, NV
- Las Vegas A's Stadium Project, Las Vegas, NV
- Orchard Mixed Use Development, Goleta, CA
- Sam's Club Distribution Center, Chesapeake, VA
- World Logistics Center, Moreno Valley, CA
- Alpenglow Water System Analysis, Incline Village, CA
- Rice Ranch Master Planned Development, Orcutt, CA
- Village Square Residential Development, Los Alamos, CA
- County of Santa Barbara North Branch Jail, Santa Maria, CA
- Confidential Data Center Development, Reno, NV
- Blosser Road Safety Improvements, Santa Maria, CA
- Clark Avenue / Highway 101 Northbound On/Offramp Realignment
- Emergency Projects – Office Engineering Support, County of Santa Barbara, CA
- Vine Street Bridge, City of Paso Robles, CA
- Category C Bike Lanes, County of Ventura, CA
- Hathaway to Taft Railroad Safety Trail, City of San Luis Obispo, CA
- Rambouillet Road ADA Improvements, City of Paso Robles, CA
- Spring Street ADA Upgrades, City of Paso Robles, CA
- 10th Street W. & Avenue K-8 Street Improvements, City of Lancaster, CA
- Measure K-14, CIP 295-2 & 3, City of Grover Beach, CA

SCHEDULE OF BILLING RATES – 2025

Billing Level	Hourly Rate	Description
3 4 5	$122 $133 $152	**Junior Level position** ❑ Independently carries out assignments of limited scope using standard procedures, methods, and techniques ❑ Assists senior staff in carrying out more advanced procedures ❑ Completed work is reviewed for feasibility and soundness of judgment ❑ Graduate from an appropriate post-secondary program or equivalent ❑ Generally, one to three years' experience
6 7 8	$156 $167 $177	**Fully Qualified Professional Position** ❑ Carries out assignments requiring general familiarity within a broad field of the respective profession ❑ Makes decisions by using a combination of standard methods and techniques ❑ Actively participates in planning to ensure the achievement of objectives ❑ Works independently to interpret information and resolve difficulties ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, three to six years' experience
9 10 11	$183 $190 $206	**First Level Supervisor or first complete Level of Specialization** ❑ Provides applied professional knowledge and initiative in planning and coordinating work programs ❑ Adapts established guidelines as necessary to address unusual issues ❑ Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, five to nine years' experience
12 13 14	$217 $228 $240	**Highly Specialized Technical Professional or Supervisor of groups of professionals** ❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ❑ Participates in short- and long-range planning to ensure the achievement of objectives ❑ Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures ❑ Reviews and evaluates technical work ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, ten to fifteen years' experience with extensive, broad experience
15 16 17	$254 $280 $290	**Senior Level Consultant or Management** ❑ Recognized as an authority in a specific field with qualifications of significant value ❑ Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise ❑ Independently conceives programs and problems for investigation ❑ Participates in discussions to ensure the achievement of program and/or project objectives ❑ Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, more than twelve years' experience with extensive experience
18 19 20 21	$296 $308 $319 $338	**Senior Level Management under review by Vice President or higher** ❑ Recognized as an authority in a specific field with qualifications of significant value ❑ Responsible for long range planning within a specific area of practice or region ❑ Makes decisions which are far reaching and limited only by objectives and policies of the organization ❑ Plans/approves projects requiring significant human resources or capital investment ❑ Graduate from an appropriate post-secondary program, with credentials or equivalent ❑ Generally, fifteen years' experience with extensive professional and management experience

Survey Crews	Crew Size	Regular Rate	Overtime Rate
	1-Person	$240	$295
	2-Person	$365	$475
	3-Person	$490	$655

Expert Witness Services carry a 50% premium on labor. Overtime may be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase.

T-2 2025 CA

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ZANJERO FOR CONSULTANT SERVICES FOR WORK RELATED TO THE CALIFORNIA FOREVER PROJECT

WHEREAS, on January 21, 2025, the Suisun City Council took a significant step by authorizing the exploration of annexation opportunities beyond the city's existing sphere of influence.; and

WHEREAS, on April 15, 2025, the City Council authorized staff to move forward with annexation efforts in coordination with California Forever and to finalize a Reimbursement Agreement to cover staff and consultant costs associated with planning and annexation; and

WHEREAS, California Forever and the City have jointly developed a Reimbursement Agreement (RA) that ensures all costs related to the annexation and entitlement process, including the preparation of environmental documents, infrastructure planning, and related efforts will be fully funded by the developer; and

WHEREAS, moving forward with the California Forever project will require assembling a specialized team to guide the development process and establish a well-defined implementation timeline; and

WHEREAS, to ensure timely and effective project execution, staff is requesting City Council authorization to retain highly specialized or niche consultants outside the traditional, lengthy Request for Proposals (RFP) process; and

WHEREAS, Zanjero brings the required skill sets, subject matter expertise, and years of experience managing complex issues similar to those anticipated throughout the course of this project; and

WHEREAS, staff is seeking City Council approval to authorize the City Manager to execute contracts with an initial set of highly qualified consultants essential to launching this significant project; and

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

1. The City Council hereby authorizes the City Manager to execute a Professional Services Agreement with Zanjero in a form approved by the City Attorney for the purpose of completing planning and traffic analysis, in an amount not to exceed $85,000
2. The City Manager is further authorized to take all necessary actions to implement the agreement and complete the scope of work in coordination with City staff.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 19th day of August 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 19th day of August 2025.

_____
Anita Skinner
City Clerk

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated July 1, 2025 ("Effective Date") and is between the City of Suisun City, a California municipal corporation ("City") and Zanjero, a ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for review and validation of all environmental analyses related to hydrology, including the evaluation of groundwater and water rights attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes to the scope or cost of work must be in writing and mutually agreed upon by the Parties.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be Gwen-Mohr Tully (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

E. Personnel. Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through August 19, 2028, unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit A**. In no event shall Consultant be paid more than the not to exceed amount of $85,000 provided in **Exhibit A** (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Unanticipated Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit A**, or, if not specified, at a rate mutually agreed to by the Parties. At the request of the Consultant, the City Council may, in writing, reimburse Consultant for an unanticipated expense at its actual cost. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. A response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products

as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. <u>Conflicts of Interest</u>. Consultant affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Services contemplated by this Agreement. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. <u>Indemnification, Hold Harmless, and Duty to Defend</u>.

A. <u>Indemnities</u>.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection

with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement.

3) Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

4) City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

5) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of $2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of $2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City,

its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. <u>Force Majeure</u>. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, judicial orders, enemy or hostile governmental action, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. <u>Default</u>.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. <u>Notices</u>. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:	Attn: _____ City of Suisun City 701 Civic Center Blvd Suisun City, CA 94585 Email: _____
with a courtesy copy to:	Patrick Enright, City Attorney Richards, Watson & Gershon 2300 N Street, Ste 3 Sacramento, CA 95816 Telephone: (415) 782-0358 Email: penright@rwglaw.com

If to Consultant: Attn: _____

_____

_____

_____

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything

done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibit. Exhibit A constitutes part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days City of Suisun City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a Superior Court with geographic jurisdiction over the City of Suisun City.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[*SIGNATURE PAGE FOLLOWS*]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Suisun City,
a California municipal corporation

By: _____
Name: Bret Prebula
Title: City Manager

ATTEST:

By: _____
Name: Anita Skinner
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Name: Patrick Enright
Title: City Attorney

Consultant:

[Consultant's Legal Name],
a [Legal Form of Entity]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

EXHIBIT A
SCOPE OF SERVICES AND BILLING RATES

MEMORANDUM

To: Jim Bermudez
City of Suisun City

Date: June 20, 2025

From: Gwyn-Mohr Tully, J.D.
Zanjero

Subject: Scope of Work

This scope of work outlines the proposed tasks that Zanjero, LLC (Zanjero) will provide for the City of Suisun City (Suisun or City). The City is engaged with a large private development project, informally called "Forever California" (Project). The Project would provide significant economic development opportunities for the City through housing starts and the accompanying retail and business development that arise with population increases. Suisun's City Council has approved the investigation of the Project with the stated intent to support the Project through due diligence and environmental compliance activities. As such, the City seeks to engage Zanjero to address various water-related technical, regulatory, and engineering issues that could impact the Project's success. The tasks described below support the City's ongoing due diligence in analyzing various aspects of the Project.

Task 1: Reviewing Water Modeling Assumptions

Zanjero will review the model assumptions that impact the City's ability to pump, divert, convey, and deliver water to the Project in both the near term and at build-out conditions. Zanjero's team examines water models for purposes of understanding system operations. Here, the Project's consultant team has developed a water model and Zanjero's will examine and analyze the model to ensure its suitability for water system operations. For Task 1, Zanjero will:

- Disaggregate the model to understand key underlying assumptions that affect diversion, conveyance, and delivery of water to the Project.
- Assess characterizations of water supplies and demands in the model to ensure operational constraints are adequately represented.
- Engage the Project's modeling team on questions and thoughts related to the model to develop a better system, if necessary.

Deliverable: Prepare a brief report (NTE 10 pages) on the system model and the underlying characteristics that the model represents for City Staff assessment.

Task 2: Evaluating Groundwater Reliability and Management Strategies

One water supply that is being considered for the Project is groundwater. Zanjero will examine and review the various rules, regulations, and policies associated with groundwater in the Solano County region and provide guidance on groundwater issues that may need to be addressed as the Project progresses. In this task, Zanjero will:

- Analyze the relevant groundwater conditions underlying the Project and assess groundwater availability
- Review the applicable Groundwater Sustainability Plan and address water supply issues identified in the GSP that may affect the Project.
- Provide guidance to the City on activities associated with the Groundwater Sustainability Agency and the activities of landowners and other water purveyors in the region.
- Provide guidance on potential impacts to other legal users of groundwater from the groundwater basin.

Deliverable: Prepare a memorandum on groundwater reliability and management strategies to the City not to exceed 10 pages.

Task 3: Assessing Relevant Water Rights and Entitlements

Additional water supplies that may be available to the Project include surface water from various water sources. Zanjero has significant expertise in water supplies in Solano County and surrounding communities and will provide guidance on the Project's surface water asset portfolio and strategies to develop this portfolio for long-term sustained water reliability. In this task, Zanjero will:

- Examine the details of surface water supplies and water rights that Project proponents have made available to the Project
- Assess potential water supply alternatives that may augment the Project's water supply for the Project
- Analyze legal and regulatory requirements that may be necessary in making the water supplies available for the Project
- Advise the City on approaches to water supply security in order to ensure water system reliability far into the City's future.

- Evaluate water supply contracts and other forms of water entitlement that may be instrumental in delivering water to the City and the Project.

Deliverable: Prepare a short memo (NTE 10 pages) that addresses the key water rights and entitlement issues associated with the supplies used for the Project.

Task 4: Advising on State Water Law and Regulations

Zanjero has been instrumental in developing various water laws and regulations in California and has significant expertise in assessing state laws, rules, and regulations that impact water supply reliability. The City wants to ensure the long-term viability of the water asset portfolio needed for the Project and seeks guidance on various items that may impact the reliability or create legal issues with other legal users of water. In this task, Zanjero will:

- Assess state water law, rules, and regulations that would impact the water supplies or water supply reliability for the City in engaging the Project

- Provide guidance on areas where rules and regulations may have uncertainty that could affect the viability of surface or groundwater supplies

- Suggest mechanisms to engage certain water rules and regulations that may better support the City's Project activities

- As needed, suggest legislative and regulatory options that may be suited to improving Project water issues

- Advise the City on opportunities to engage with regulatory agencies involved with water issues and assist City in advocating to support is positions

Deliverable: City will direct Zanjero on appropriate communications protocols for actions accomplished under this task.

Task 5: Reviewing and Validating WSA

Zanjero has developed Water Supply Assessments in all areas of California for both urban developments and industrial projects. In this instance, the Project proponents are preparing a WSA that analyzes the water supply reliability for the Project over a long-term planning horizon. Accordingly, in this task, Zanjero will:

- Advise the City on criteria and analysis that should be incorporated into a Water Supply Assessment that will be used to support a CEQA document.

- Review the Project's WSA and provide productive edits and comments that will help the WSA better support the CEQA analysis.

- Assess the Project's WSA for legal sufficiency under California law

Deliverable: Provide a short memo (NTE 5 pages) on the WSA as directed by the City.

Task 6: California Environmental Quality Act (CEQA) Support

The Project will require environmental review under CEQA (and maybe NEPA depending upon whether federal interests are triggered). Zanjero provides expert guidance on incorporating and analyzing water supply issues in CEQA documents. As such, in this task, Zanjero will:

- Recommend approaches to the City on incorporating the WSA and water-related items in the CEQA documentation (likely an Environmental Impact Report (EIR)).

- Guide drafting of water-related issues in the CEQA documents that may help deflect project opposition to the Project.

- Work with the City to address comments and respond to comments that may be provided for water-related issues in the CEQA document

- Provide written information that supports CEQA compliance as directed by the City.

Deliverables: Provide responses to comments (budgeted at 10 responses) that address water related issues relevant to the Project.

Task 7: Project Management, Public/Political Outreach, and Communications

Zanjero will work closely with City Staff and Management on a regular basis to support the Project and the City's objectives in facilitating Project feasibility. This activity will require routine interactions with City Staff and potentially providing information, public outreach/political support, and presentations that support the Project's objectives. In this task, Zanjero will:

- Prepare public outreach materials for water-related issues to support the City as directed by City Staff.

- Advise the City on political engagement related to water issues that may improve the Project's viability

- Engage with City Staff approximately every two weeks through video-conferencing to communicate on Project progress and activities for the upcoming period

Deliverables: Prepare memoranda, briefing documents, and PowerPoint presentations at the direction of City Staff that will support the Project objectives. Zanjero anticipates no more than 10 communications in developing this budget estimate.

Task 8: On-Call Services

Zanjero recognizes that unforeseen items may arise as the Project progresses within the City and the public. This task is a placeholder for actions that are outside the other 7 tasks identified in this Scope of Work but may be necessary. If on-call services are activated, the City and Zanjero will work through a simplified budget to accommodate the work to be performed. Items available for consideration under this task include, but are not limited to, the following:

- Examining proposed diversion, conveyance and delivery infrastructure for purposes of engineering sufficiency to meet the City's Project objectives
- Engaging the City Council and other elected representatives on the Project attributes and integration with water-related City systems
- Preparing a full political engagement matrix with prioritization of engagement activities with appropriate talking points and actions
- Providing technical advice on various components of City water supply operations and delivery systems that may be impacted by Project development
- Preparing regulatory compliance documentation that arises in the course of Project development

Project Timeline and Budget

Tasks under this Scope of Work may have fluid timelines that are dependent upon the Project proponent's ability to provide information to the City and Zanjero as well as the availability of information in the public realm. Accordingly, the tasks contemplated in this document have a proposed timeline of two years from notice to proceed anticipated to occur in August of 2025. Zanjero anticipates that Tasks 1-7 can be accomplished for a NTE budget of $85,000 and that items under Task 8, if activated, would not exceed $25,000 in the two year timeframe contemplated in this Scope of Work. Zanjero's billable rates are shown in the table on the following page.

Year 2025 Hourly Billing Rates and Job Classifications

Title	Rate ($/hour)
Principal	330
Strategic Advisor	295
Managing Planner/Engineer	270
Senior Planner/Engineer	240
Planner/Engineer	225
Communications Director	270
Senior Communications Specialist	240
Communications Specialist	215
Analyst	155
Administrative	125

1. Unless otherwise stated, this schedule is effective from January 1, 2025 to December 31, 2025, and subject to revision thereafter. Time is recorded and invoiced in half-hour increments.

2. Mileage will be charged using the IRS mileage rate relevant at the time of the travel. All other direct expenses will be included at cost.

3. Rate for professional staff to support legal proceedings, or when professional staff is designated an expert witness, will be at a rate of one and one-half times (150%) the Hourly Rates specified above. This will include, among other things, research, and preparation for written or verbal testimony, preparing testimony, participating in depositions, and participating in court or administrative hearing appearances.

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AGENDA ITEM NO. 9.

AGENDA TRANSMITTAL

MEETING DATE: August 19, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-__: Approving a Purchase and Sale Agreement of Real Property Between the City of Suisun City and Harbor Square Holdings LLC.

FISCAL IMPACT: The Harbor Square Courtyard and fireplace areas have generated only nominal revenue from rentals. Over the past five fiscal years, total rental income amounted to just $1,090. This minimal return highlights that the courtyard has not served as a significant revenue generator for the City. Given the limited financial benefit, combined with the ongoing management and maintenance requirements, the sale of the property to the adjacent ownership group subject to covenants ensuring long-term upkeep and quality offers a more sustainable and beneficial use of the asset.

STRATEGIC PLAN: Provide Good Governance and Develop Sustainable Economy.

BACKGROUND: Over the past couple of years, staff and the City Council have met in Closed Session to consider the long-term future of the Harbor Square Courtyard parcel, located adjacent to 700 Main Street in Downtown Suisun City. The courtyard, a prominent open space within the Waterfront District, has been under the management of the Recreation, Parks, and Marina Department. While the City's management has ensured public access and activity, the space has presented ongoing operational and administrative challenges. Its unique function as both a public gathering area and an outdoor patio for adjacent Harbor Plaza businesses created a complex management environment involving competing scheduling needs, special event coordination, and lease arrangements with multiple private tenants.

To address the complexities of managing the space, the City developed leasing guidelines for use of the courtyard by businesses and outside groups. However, staff found that managing the space required significant administrative time to balance tenant needs with public event programming, while also ensuring the space remained clean, safe, and welcoming. This included tasks such as processing use agreements, handling maintenance requests, addressing damage or vandalism, and coordinating with tenants over shared use of the space. Over time, both staff and Council recognized that the most effective long-term solution was to consider selling the property to a responsible owner who would view the courtyard as an attractive asset, maintain its appearance, and utilize it in ways that benefit patrons and the community.

STAFF REPORT: In 2024, the City Council provided staff guidance that, rather than place the property for sale through a public process, staff should first approach the adjacent property owner to determine their interest in acquiring the courtyard. Staff subsequently made contact with the Harbor Square Holdings group, who expressed strong interest in purchasing the property.

The City Council authorized staff to negotiate a reasonable and fair sale price. As part of due diligence, the property was appraised at $100,000. The negotiated purchase price of $75,000, together with the buyer's binding obligations to assume ongoing operations and maintenance, complete specified improvements at the buyer's sole cost, comply with recorded design and maintenance standards, and accept a permanent public-access easement, provides full and adequate consideration to the City and serves a valid public purpose. Taken as a whole, the consideration is equivalent to or greater than the

appraised value, and the conveyance is not a below-market transfer of City assets.

The City also completed other due diligence steps, including securing a property survey to define exact boundaries, confirming legal access, and reviewing state requirements under the Surplus Land Act (SLA). In July 2025, the City Council adopted a Resolution determining that the property was exempt from SLA provisions, clearing the way for direct sale to the adjacent owner.

The proposed Purchase and Sale Agreement between the City of Suisun City and Harbor Square Holdings, LLC provides for the sale of the approximately 1,704-square-foot courtyard parcel for $75,000, with a $10,000 deposit due at the opening of escrow. The Purchase Sale Agreement is structured not simply as a transfer of ownership, but as a long-term commitment to maintain and enhance the courtyard's quality, appearance, and functional role in the downtown environment.

Key provisions include:

Maintenance and Upkeep Standards – The buyer must maintain the property, including landscaping, hardscape, fireplace, seating areas, and other improvements, in a commercially reasonable manner comparable to similar high-quality developments in Solano County. Maintenance must be consistent with the Waterfront District Specific Plan, and specific obligations include prompt graffiti removal, repair of cracked bricks or concrete, and addressing any deterioration that could create a public nuisance. If these standards are not met, the City may issue a written notice, provide 30 days to cure, and, if necessary, perform the work and recover costs from the owner.

Preservation of Use – The courtyard must remain an amenity serving Harbor Plaza tenants and related commercial activities. The buyer has exclusive rights to rent or license the space for events, pop-ups, and similar activities, but these uses must remain compatible with the property's role as an integral component of the Harbor Plaza setting. All revenues from private use will accrue to the owner, but the City retains enforcement rights through the recorded covenants.

Aesthetic and Design Requirements – Any physical modifications must meet detailed design criteria intended to preserve and enhance the space's visual appeal. For example, gates, if installed, must be constructed entirely of metal (wrought iron preferred) with a decorative quality that complements the Waterfront District. Painted or colored gates are prohibited; finishes must be natural in tone (black preferred). Chain link, wood, and composite materials are expressly disallowed. All gates must comply with applicable building and accessibility codes and receive Fire Marshal approval. These standards also extend to other improvements such as lighting, Wi-Fi, removable kiosks, and signage, which must comply with applicable law, preserve life-safety egress, and maintain visual quality.

Binding, Perpetual Obligations – These maintenance, use, and aesthetic requirements are secured through a Covenant and Agreement for Use recorded against the property. The covenant runs with the land in perpetuity, ensuring that future owners are bound to the same standards and that the City has a continuing enforcement role.

By structuring the sale in this manner, the City achieves several important objectives. The transaction will relieve City staff of the ongoing operational and maintenance burdens associated with the courtyard, while ensuring consistent, high-quality upkeep that aligns with adopted planning and design standards. It will also encourage stronger integration of the courtyard into the Harbor Plaza tenant mix and customer experience, supporting its role as a vibrant community amenity. At the same time, the sale secures a fair market return to the City and preserves long-term public benefit through enforceable covenants. Staff believes this transaction reflects a pragmatic and forward-looking approach to property

management in the Waterfront District that balances fiscal responsibility, downtown vitality, and the preservation of community character. The full Purchase and Sale Agreement is included as Exhibit A in the attached Resolution.

STAFF RECOMMENDATION: It is recommended council approve and adopt:

a. Council Adoption of Resolution No. 2025-__: Approving a Purchase and Sale Agreement of Real Property Between the City of Suisun City and Harbor Square Holdings LLC.

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2025-__: Approving a Purchase and Sale Agreement of Real Property Between the City of Suisun City and Harbor Square Holdings LLC.
    a. Exhibit A - Purchase and Sale Agreement
2. Harbor Square Courtyard - Commercial Remnant Parcel Appraisal

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PREPARED BY:	Jim Bermudez, Deputy City Manager
REVIEWED BY:	Jim Bermudez, Deputy City Manager
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

Attachment 1. - Harbor Square Holdings, LLC Resolution.docx
Attachment 1a. - Final Harbor Square Courtyard PSA.pdf
Attachment 2. - Appraisal of Harbor Square Courtyard GS224526 (002).pdf
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RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A PURCHASE AND SALE AGREEMENT OF REAL PROPERTY BETWEEN THE CITY OF SUISUN CITY AND HARBOR SQUARE HOLDINGS LLC

WHEREAS, the City of Suisun City own certain real property in the City of Suisun City ("City"), County of Solano, State of California (APN 0032-141-130); and

WHEREAS, the land includes approximately 1,704 square feet (commonly referred to as the Harbor Square Courtyard), and is adjacent to 700 Main Street, an existing commercial building; and

WHEREAS, the property functions as dual use serving the needs of the adjacent business for entertainment and dining purposes and functions as a public gathering space under the guidance of the Recreation, Parks, Marina Department; and

WHEREAS, after managing and balancing the needs of public use along with the needs of the adjacent commercial businesses, the City determined that the property presented ongoing operational and administrative challenges; and

WHEREAS, the most effective long-term solution is to sell the property to a responsible owner; and

WHEREAS, the City Council directed staff to consider the sale of the property to the adjacent commercial property owner, Habor Square Holdings LLC; and

WHEREAS, after completing due diligence which included site assemblage and completion of legal descriptions, an appraisal was conducted and determined a fair market value of $100,000; and

WHEREAS, City staff has negotiated a sales price for the purchase of the property of $75,000, along with additional terms of sale and ongoing maintenance of the purchase of the property, for sale to Harbor Square Holdings LLC, all pursuant to the proposed Purchase and Sale Agreement; and

WHEREAS, Harbor Square Holdings LLC intends to continue the operation and function of the Courtyard in a consistent manner like the Recreation, Parks and Marina Department; and

WHEREAS, Harbor Square Holdings LLC has agreed to the terms and conditions of the Agreement, and staff recommends entering into the Agreement for the sale and management of the property; and

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

Section 1. The City Council adopts Resolution 2025-__, approving the Purchase and Sale Agreement between the City of Suisun City, as seller and Harbor Square Holdings LLC, as buyer, for the purchase of real property identified as APN 0032-141-130 in the amount of $75,000, substantially in the form attached as **Exhibit A** to this Resolution.

Section 2. The City Manager, or designee (each an Authorized Officer), is hereby authorized to execute and deliver, for and in the name of the City, the Agreement, with such additions or changes as the Authorized Officer executing the same may approve (such approval to be conclusively evidenced by such Authorized Officers execution and delivery thereof).

Section 3. The Authorized Officer is hereby authorized, jointly, and severally, to do all things that they may deem necessary or proper to effectuate the purposes of this Resolution and implement the Agreement and the acquisition of the Property by the City, including the execution and recordation of agreements and documents contemplated by the Agreement and any such actions previously taken are hereby ratified and confirmed.

Section 4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 5. This Resolution shall take effect and be in full force immediately after its adoption by the Council.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City duly held on Tuesday, the 19th day of August 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 19th day of August 2025.

_____
Anita Skinner
City Clerk

PURCHASE AND SALE AGREEMENT

(Harbor Square Courtyard Parcel)

by and between the

THE CITY OF SUISUN CITY, a California municipal corporation

and

HARBOR SQUARE HOLDINGS, LLC, a California limited liability company

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**" or the "**PSA**") is dated as of July 16, 2025 and is entered into by and between THE CITY OF SUISUN CITY, a California municipal corporation (the "**City**"), and HARBOR SQUARE HOLDINGS LLC, a California limited liability company (the "**Buyer**").

RECITALS

A. City is the owner of that certain parcel of land located adjacent to 700 Main Street, in the City of Suisun City, County of Solano, State of California, identified by Solano County Assessor's Parcel Number 0032-141-130 and more particularly and legally described on Exhibit A attached hereto. (the "**Land**"). The Land includes approximately 1,704 square feet, and is identifiable as portions of APN 0032-141-130, and is further described in "Exhibit A" attached hereto. The Land is improved with a paved courtyard, fireplace area, concrete structures to sit on, sidewalk, and grassy areas (collectively, the "**Improvements**", and together with Land, the "**Property**").

B. City desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller.

C. The purpose of this Agreement is to facilitate the ongoing success of Harbor Square, foster the vitality of and enhance Downtown Suisun City, and support local businesses and further enrich places for the public to celebrate their vibrant community. .

D. The City has prepared and placed on file a copy of the summary of the transaction contemplated by this Agreement; and the City Council has made findings that the disposition of the Land pursuant to this Agreement is in accordance with all laws.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the covenants contained in this Agreement, the parties hereto agree as follows:

1. DEFINITIONS.

1.1 Definitions. The following capitalized terms used in this Agreement shall have the meanings set forth below:

1.1.1 "**Affiliate**" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with the Buyer, which, in the case of a partnership, shall include, each of the constituent general partners thereof, and in the case of a limited liability company, each of the constituent members thereof. The term "control", as used in the immediately preceding sentence, means, with respect to a for-profit corporation, the right to exercise, directly or indirectly, fifty percent (50%) or more of the voting rights attributable to the shares of the controlled corporation and, with respect to a person or entity

that is not a for-profit corporation, the possession directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

1.1.2 "**Agreement**" means this Purchase and Sale Agreement and the exhibits attached hereto.

1.1.3 "**Approved Title Exceptions**" is defined in Section 2.3.1.

1.1.4 "**City**" means the City of Suisun City, a California municipal corporation.

1.1.5 "**City Manager**" means the City Manager of the City or the City Manager's designee.

1.1.6 "**Close of Escrow**" is defined in Section 2.2.

1.1.7 "**Closing Conditions**" is defined in Section 2.4.

1.1.8 "**Default**" is defined in Section 5.1.

1.1.9 "**Escrow**" is defined in Section 2.2.

1.1.10 "**Escrow Holder**" means First American Title Insurance Company or another licensed escrow holder mutually selected by the Parties.

1.1.11 "**Feasibility Investigation**" means feasibility investigations of the Land to determine the suitability of the Land for the intended use of the Property, as deemed appropriate in the reasonable discretion of Buyer, all at the sole cost and expense of Buyer, as further provided in Section 2.6.2.

1.1.12 "**Feasibility Period**" means time period of ten (10) continuous days commencing on the day immediately following the opening of escrow.

1.1.13 "**FIRPTA Certificate**" is defined in Section 2.7.1.3.

1.1.14 "**Force Majeure Delay**" is defined in Section 5.7.

1.1.15 "**Grant Deed**" is defined in Section 2.3.2.

1.1.16 "**Hazardous Materials**" means any chemical, material or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Land, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. ("**CERCLA**"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.; and the Resource Conservation and Recovery Act of 1976,

42 U.S.C. 6901, et seq. ("**RCRA**"). The term Hazardous Materials shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection City as hazardous substances (40 CFR. Part 302) and in any and all amendments thereto in effect as of the Close of Escrow; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. 2011, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated byphenyls; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Land, to adjacent properties, or to persons on or about the Land, (ii) which causes the Land to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Land requires investigation, reporting or remediation under any such laws or regulations.

1.1.17 "**Improvements**" means all buildings, landscaping, infrastructure, utilities, and other additions to the Land which would not otherwise exist without being placed or maintained. This includes, but is not necessarily limited to, the paved courtyard, fireplace area, concrete structures to sit on, sidewalk, and grassy areas.

1.1.18 "**Land**" means the land described on Exhibit "A" attached hereto.

1.1.19 "**Party**" means any party to this Agreement, and "**Parties**" means all parties to this Agreement.

1.1.20 "**Permitted Exceptions**" is defined in Section 2.3.2.

1.1.21 "**Property**" means the Land and Improvements.

1.1.22 "**Released Parties**" is defined in Section 2.6.3.

1.1.23 "**Title Company**" shall mean the Escrow Holder (i.e., the Title Company and the Escrow Holder are the same).

1.1.24 "**Transfer**" shall mean to sell, assign, transfer, mortgage, lease, hypothecate, or convey the **Property** or any part thereof or any of the Buyer's rights or obligations hereunder to another person or entity (a "**Transferee**").

1.1.25 "**Transferee**" shall mean another person or entity who is recipient of a **Transfer**.

1.1.26 "**Withholding Affidavit**" is defined in Section 2.7.1.2.

2. PURCHASE AND SALE OF THE PROPERTY; PURCHASE PRICE; DEPOSIT.

2.1 Conveyance of Land; Purchase Price.

2.1.1 Conveyance of Land to Buyer. In accordance with and subject to the terms and conditions hereinafter set forth, and in consideration of the Buyer's performance of all of its responsibilities under this Agreement, the City agrees to convey the Land to the Buyer, and the Buyer agrees to acquire the Land from the City.

2.1.2 Purchase Price. The purchase price ("Purchase Price") for the Property shall be Seventy Five Thousand and No/100 Dollars ($75,000.00).

2.1.3 Deposit. Notwithstanding anything in this Agreement to the contrary, upon the opening of Escrow, a deposit of Ten Thousand and No/100 Dollars ($10,000.00) shall be delivered by Buyer to Escrow Agent. The Deposit shall be applicable towards the Purchase Price at the Close of Escrow, and shall be non-refundable to Buyer after the end of the Feasibility Period.

2.2 Opening and Closing of Escrow. Within five (5) business days after the Date this Agreement is executed by the City and delivered to the Buyer, the City and the Buyer shall cause an escrow (the "**Escrow**") to be opened with Escrow Holder for the sale of the Land by the City to the Buyer. The Parties shall deposit with Escrow Holder a fully executed duplicate original of this Agreement as the escrow instructions for the Escrow. The City and the Buyer shall provide such additional instructions as shall be necessary and consistent with this Agreement. Subject to the satisfaction of the Closing Conditions as described in Section 2.4, Escrow shall close (the "**Close of Escrow**" or "**Closing**") within 30 days of the opening of Escrow. If the Close of Escrow does not occur by such date, any Party not then in default may terminate this Agreement, in the manner set forth in Section 5.2.1 hereof, and all the funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing Party, except that all escrow and title cancellation fees shall be paid by the Party in default.

2.3 Condition of Title; Title Insurance.

2.3.1 Prior to the execution of this Agreement, the Buyer has obtained a current title report from Title Company for the Land and copies of the title exception documents, and the Buyer shall have the right to approve or disapprove the title exceptions by written notice to City given within ten (10) days after the date of this Agreement. If the Buyer does not approve or disapprove the exceptions, then all matters in said title report, shall be deemed to have been approved by the Buyer. Title exceptions approved or deemed approved by the Buyer are referred to herein as the "**Approved Title Exceptions**". City shall have the right, but not the obligation, to remove any disapproved exceptions prior to Closing or provide assurances satisfactory to the Buyer that such disapproved exceptions will be removed on or before the Closing.

2.3.2 The City shall convey title to the Land to the Buyer by grant deed substantially in the form attached hereto as Exhibit "B" (the "**Grant Deed**") that is also executed by the Buyer. Title shall be conveyed subject to: (i) non-delinquent current real property taxes and assessments not yet due for the tax year during which the conveyance occurs, (ii) the Approved Title Exceptions, (iii) a Covenant and Agreement for Use in the form attached hereto as Exhibit "C"; and (iv) any matters which arise out of the actions of the Buyer or its agents and representatives (collectively, the "**Permitted Exceptions**").

2.4 Conditions to Close of Escrow. The obligation of the City and the Buyer under this Agreement to close Escrow shall be subject to the satisfaction or express written waiver by the benefited Party, and in no event shall any contemplated action by the Buyer be at the option of the Buyer but the Buyer must use reasonable good faith efforts to satisfy of each of the following conditions (collectively, the "**Closing Conditions**"):

2.4.1 For the benefit of the Buyer, there shall have been no change to the physical condition of the Land and no new title exceptions after the date of the preliminary title report (except those changes to the physical condition or new title exceptions resulting from the activities of the Buyer as contemplated herein) that, in either case, would materially and adversely affect the use or operation of the Property. All title exceptions disapproved by Buyer shall have been removed or waived by Buyer.

2.4.2 For the benefit of the City and the Buyer, the representations and warranties of the City and the Buyer contained in this Agreement being true and correct in all material respects.

2.4.3 For the benefit of the City and the Buyer, the delivery by the City and the Buyer of all documents and funds required to be delivered pursuant to Section 2.7 hereof.

2.4.4 For the benefit of the Buyer, the Title Company shall have committed to issue at the Close of Escrow an ALTA extended coverage Owner's Title Insurance Policy, with any endorsements reasonably requested by the Buyer, showing fee simple title to the Land vested in the Buyer (or Buyer's assignee as permitted by this Agreement), subject only to the Permitted Exceptions.

2.4.5 For the benefit of the City and the Buyer, the Buyer and the City shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of the Close of Escrow.

2.4.6 For the benefit of the City, the Buyer's issuance of written notice to the City accepting the condition of the Land pursuant to Section 2.6.1.

2.5 Costs; Escrow Holder Settlement Statement.

2.5.1 The Buyer shall be solely responsible for all costs and expenses related to all surveys and endorsements to title policies and any additional premiums for ALTA extended coverage title insurance. The City shall be responsible for the cost of CLTA title coverage and transfer taxes. The Buyer shall be solely responsible for all escrow charges and recording fees. Each party shall bear its own expenses (including, but not limited to, attorneys' fees and expenses) incurred by such party in the negotiation of this Agreement.

2.5.2 Escrow Holder is authorized on the Close of Escrow to pay and charge the Buyer for any fees, charges and costs payable under Section 2.5.1, which shall be set forth on a settlement statement prepared by Escrow Holder. Escrow Holder shall deliver draft settlement statements to the Parties for their mutual reasonable approval.

2.6 Condition of the Land.

2.6.1 "As-Is" Sale. The Buyer acknowledges and agrees that, except as expressly set forth herein, the Buyer is acquiring the Land in its "AS IS" condition, WITH ALL FAULTS, IF ANY, AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, and neither the City nor any agents, representatives, officers, or employees of the City have made any representations or warranties, direct or indirect, oral or written, express or implied, to the Buyer or any agents, representatives, or employees of the Buyer with respect to the condition of the Land, its fitness for any particular purpose, or its compliance with any laws, and the Buyer is not aware of and does not rely upon any such representation to any other party. Except as expressly set forth herein, neither the City nor any of its representatives is making or shall be deemed to have made any express or implied representation or warranty, of any kind or nature, as to (a) the physical, legal or financial status of the Land, (b) the Land's compliance with applicable laws, (c) the accuracy or completeness of any information or data provided or to be provided by the City, or (d) any other matter relating to the Land.

2.6.2 Feasibility Investigations. The Buyer shall complete all of its Feasibility Investigations within the Feasibility Period. All Feasibility Investigations shall be conducted by the Buyer at its sole cost and expense. The City licenses the Buyer to enter the Land for the sole purpose of conducting the Feasibility Investigations, subject to all of the terms and conditions of this Agreement. The license given in this Section 2.6.2 shall terminate with the termination of this Agreement. Any Feasibility Investigations by the Buyer shall not unreasonably disrupt any existing use or occupancy of the Land. The Buyer shall not conduct any intrusive or destructive testing of any portion of the Land, other than low volume soil samples, without the City's prior written consent, which consent shall not be unreasonably withheld or delayed. The Buyer shall pay all of its vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Land, such that no mechanics liens or similar liens for work performed are imposed upon the Land by any such persons. Following the conduct of any Feasibility Investigations on the Land, the Buyer shall restore the Land to substantially its condition prior to the conduct of such Feasibility Investigations. The activities of the Buyer or its agents directly or indirectly related to the Feasibility Investigations shall be subject to the Developer's indemnity, defense and hold harmless obligations pursuant to Section 6.1 hereof. The Buyer shall provide City with evidence of liability insurance in the amount of One Million Dollars ($1,000,000.00) naming the City as beneficiary, and insuring against any damage or liability that may arise from the activities of the Buyer or its agents or contractor's on the Land, prior to the commencement of any Feasibility Investigations on the Land. The Buyer shall deliver a written notice to both the City and Escrow Agent, prior to the end of the Feasibility Period, stating the Buyer's unconditional acceptance of the condition of the Land or stating the Buyer's rejection of the condition of the Land and refusal to accept a conveyance of title to the Land, describing in reasonable detail the actions that Buyer reasonably believes are indicated to allow Buyer to unconditionally accept the condition of the Land. If the Buyer does not accept the condition of the Land by delivery of such notice stating such acceptance prior to the end of the Feasibility Period, the Buyer shall be deemed to have disapproved the condition of the Land. If the condition of the Land is rejected (or deemed rejected) by the Buyer, then the Buyer shall have the right to cancel the Escrow and terminate this Agreement, in its sole and absolute discretion, without liability to the City, by delivery of a notice of termination to the City and the Escrow Agent.

2.6.3 Releases and Waivers. The Buyer and anyone claiming by, through or under the Buyer hereby waives its right to recover from and fully and irrevocably releases the City and its council members, employees, officers, representatives, agents and attorneys ("**Released Parties**") from any and all claims, responsibility and/or liability that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any defects, errors, omissions or other conditions, latent or otherwise, and the presence in the soil, air, structures and surface and subsurface waters of materials or substances that have been or may in the future be determined to be Hazardous Materials or otherwise toxic, hazardous, undesirable or subject to regulation and that may need to be specifically treated, handled and/or removed from the Land under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Land, or its suitability for any purpose whatsoever, and (ii) any information furnished by the Released Parties under or in connection with this Agreement. This release includes claims of which the Buyer is presently unaware or which the Buyer does not presently suspect to exist which, if known by the Buyer, would materially affect the Buyer's release to the City. The Buyer specifically waives the provision of California Civil Code Section 1542, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

In this connection and to the extent permitted by law, the Buyer hereby agrees, represents and warrants that the Buyer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Buyer nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included as a material portion of the consideration given to the City by the Buyer in exchange for the City's performance hereunder.

The Buyer hereby agrees that, if at any time after the Close of Escrow any third party or any governmental agency seeks to hold the Buyer responsible for the presence of, or any loss, cost or damage associated with, Hazardous Materials in, on, above or beneath the Land or emanating therefrom, then the Buyer waives any rights it may have against the City in connection therewith, including, without limitation, under CERCLA (as defined in Section 1.1.16) and the Buyer agrees that it shall not (i) impede the City, (ii) bring a contribution action or similar action against the City, or (iii) attempt in any way to hold the City responsible with respect to any such matter. The provisions of this Section 2.6.3 shall survive the Close of Escrow.

The City has given the Buyer material concessions regarding this transaction in exchange for the Buyer agreeing to the provisions of this Section 2.6.3. The City and the Buyer have each initialed this Section 2.6.3 to further indicate their awareness and acceptance of each and every provision hereof.

_____	_____
CITY'S INITIALS	BUYER'S INITIALS

2.6.4 Environmental Indemnity. From or after the Close of Escrow, the Buyer shall indemnify, protect, defend and hold harmless the City and its officials, officers, attorneys, employees, consultants, agents and representatives, from and against any and all claims, liabilities, suits, losses, costs, expenses and damages, including but not limited to attorneys' fees and costs, arising directly or indirectly out of any claim for loss or damage to any property, including the Land, injuries to or death of persons, or for the cost of cleaning up the Land and removing Hazardous Materials or toxic substances, materials and waste therefrom, by reason of (i) the release of Hazardous Materials on the Land by the Buyer or its officers, employees, contractors or subcontractors, or (ii) the violation by the Buyer or its officers, employees, contractors or subcontractors of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency related to Hazardous Materials on or under the Land.

2.7 Deposits into Escrow.

2.7.1 The City shall deposit with Escrow Holder, prior to Close of Escrow, the following instruments and documents, the delivery of each of which shall be a condition of the Close of Escrow:

2.7.1.1 A Grant Deed, duly executed and acknowledged by the City, in the form attached hereto as Exhibit "B";

2.7.1.2 The affidavit as contemplated by California Revenue and Taxation Code § 18662 (the "**Withholding Affidavit**");

2.7.1.3 A Certification of Non-Foreign Status in accordance with I.R.C. Section 1445 (the "**FIRPTA Certificate**");

2.7.1.4 A counterpart of the Covenant and Agreement for Use of Harbor Plaza Courtyard ("Agreement for Use"), substantially in the form attached hereto as Exhibit "C", duly executed and acknowledged by City and Buyer;

2.7.1.5 Such proof of the City's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Buyer's policy of title insurance; and;

2.7.1.6 The City shall deposit with Escrow Holder funds sufficient to satisfy the City's monetary obligations in accordance with this Agreement.

2.7.2 The Buyer shall deposit with Escrow Holder, prior to the Close of Escrow, counterparts Agreement for Use, duly executed by the Buyer and acknowledged, and funds sufficient to satisfy the Buyer's monetary obligations in accordance with this Agreement.

2.8 Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds and documents called for hereunder upon Close of Escrow, provided each of the following conditions has then been fulfilled:

(i) The Title Company can issue in favor of the Buyer an ALTA Extended Coverage Owner's Policy of Title Insurance, with liability equal to the Purchase Price (or such other amount as shall have been reasonably requested by the Buyer), showing title to the Land vested in Buyer subject only to the Permitted Title Exceptions.

(ii) The City and Buyer shall have deposited in Escrow the documents required pursuant to Section 2.7.1 and 2.7.2, and the City and Buyer shall have deposited in Escrow all Escrow closing costs.

(iii) The City and the Buyer have confirmed to Escrow Holder that all of the other closing conditions set forth in Section 2.4 have been satisfied or expressly waived in writing by the Party(s) benefited thereby.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for issuance of the Buyer's title insurance policy.

2.9 Escrow's Closing Actions. On the Close of Escrow, Escrow Holder shall:

2.9.1 Record the Grant Deed, the Memorandum of Purchase and Sale Agreement, and the Covenant and Agreement for Use, with the Solano County Recorder, in that order;

2.9.2 Issue the Title Policy (or cause the Title Company to issue the Title Policy);

2.9.3 Prorate taxes, assessments, rents, and other charges as of the Close of Escrow in accordance with the settlement statements approved by the Parties.

2.9.4 From funds deposited by the Buyer, pay prorated amounts and charges to be paid by or on behalf of the Buyer, and return any excess to the Buyer;

2.9.5 Prepare and deliver to both the Buyer and the City one signed copy of Escrow Holder's closing statement showing all receipts and disbursements of the Escrow; and

2.9.6 Deliver the FIRPTA Certificate and the Withholding Affidavit to the Buyer.

2.10 Additional Instructions. If required by the Escrow Holder, the Parties shall execute appropriate escrow instructions, prepared by the Escrow Holder, which are not inconsistent herewith. If there is any inconsistency between the terms hereof and the terms of the escrow

instructions, the terms hereof shall control unless an intent to amend the terms hereof is expressly stated in such instructions.

3. RESERVED.

4. USE AND OPERATION OF THE PROPERTY.

4.1 Maintenance by Buyer. During their respective periods of ownership of the Project, the Buyer and its successors in interest with respect to the Property shall maintain the Property (including any landscaping) in a commercially reasonable manner substantially comparable to maintenance provided to other developments of similar age and quality located in Solano County. The Buyer shall maintain the Property in good repair and working order, consistent with the Waterfront District Specific Plan, and in a neat, clean and orderly condition, including without limitation any walkways, driveways, landscaping, and maintenance of the fireplace, and from time to time make all necessary and proper repairs, renewals, and replacements including but not limited to graffiti removal, repair of cracked bricks or cement, or any other repair which left unattended may be considered a public nuisance. In the event that there arises at any time prior to the expiration of such period a condition in contravention of the above maintenance standard, then the City shall notify the Buyer in writing of such condition, giving the Buyer thirty (30) days from receipt of such notice to cure said condition. In the event the Buyer fails to cure or commence to cure the condition within the time allowed, the City shall have the right to perform all acts necessary to cure such a condition, or to take other recourse at law or in equity the City may then have and to receive from the Buyer the City's actual and reasonable costs in taking such action, which shall be paid by the Buyer within ten (10) days after written demand describing the costs. The foregoing provisions shall be a covenant running with the Land and will be enforceable by the City, its successors and assigns.

4.2 Restrictions on Appropriate Use by Buyer. Buyer may use Property for purposes, events, or ancillary uses to the primary shops in Harbor Plaza, or to host other third parties who express interest in use of the Property.

4.3 Security and Improvements. Buyer may install gates, cameras, lighting, Wi-Fi, removable kiosks, and signage for the tenants using the Property, provided all such improvements comply with applicable Laws and maintain required life-safety egress.

4.3.1 Any gates installed pursuant to this section must meet the following aesthetic requirements:

4.3.1.1 Gate(s) must be built solely out of metal, wrought iron preferred, with the exception of any hardware. No chain link, wood, or composite material is permitted.

4.3.1.2 Gate(s) must have a decorative quality about them such that they add to the aesthetic nature of the Property rather than detract from it.

4.3.1.3 Gate(s), hinges, and latches must have a natural color finish, black preferred. Painted or colored gates are prohibited.

4.3.1.4 Gates must be within property lines. If gate opens towards any street, it must be set back sufficiently to avoid blocking sidewalks or the street.

4.3.1.5 Gates must meet all local and state building code and accessibility requirements and are subject to Fire Marshal approval.

4.4 Security and Event Licensing

4.4.1 (i) Access Control. Buyer may lock or gate the Property outside normal business hours in order to deter loitering or misuse, provided emergency egress routes remain code-compliant.

4.4.2 (ii) Event Rights. Buyer shall have the sole and exclusive right to license or rent the Property for third-party events, pop-ups, activations and similar temporary uses, and all revenues derived therefrom shall belong exclusively to Buyer.

4.4.3 (iii) City Cooperation. Seller shall, at no cost to Seller, reasonably cooperate with Buyer in executing any applications or consents required to obtain permits for the foregoing improvements and events, provided Buyer reimburses any third-party filing fees.

5. EVENTS OF DEFAULT, REMEDIES AND TERMINATION.

5.1 Defaults - Definition. Subject to the provisions of Section 5.7 hereof, the occurrence of any or all of the following shall constitute a default ("**Default**") under this Agreement:

5.1.1 The Buyer's failure to perform its obligations under this Agreement on a timely basis as contained herein, and the continuance of such breach for a period of ten (10) days after the City has given written notice to the Buyer, as specified in Section 8.1; provided; however, if such breach is not reasonably curable within such ten (10) day period, then Buyer shall be deemed in Default only if Buyer does not commence to cure such breach within such ten (10) day period and thereafter fails to diligently prosecute such breach to completion.

5.1.2 Except as otherwise provided in Section 5.1.1 hereof, a breach of any material term of this Agreement, the Grant Deed, the Development Agreement, or the Covenant and Agreement for Use, by any Party not involving the payment of money and failure of such Party to cure such breach within thirty (30) days after the non-defaulting Party has given written notice to the defaulting Party; provided, however, if such breach is not reasonably curable within such thirty (30) day period, then such Party shall be deemed in Default only if such Party does not commence to cure such breach within such thirty (30) day period and thereafter fails to diligently prosecute such breach to completion;

5.1.3 Buyer's Transfer (as defined in Section 1.1), or the occurrence of any involuntary Transfer, of the Property or Improvements or any part thereof or interest therein, or any rights or obligations of the Buyer under this Agreement, in violation of this Agreement;

5.1.4 Filing of a petition in bankruptcy by or against any Party or appointment of a receiver or trustee of any property of any Party, or an assignment by any Party for the benefit of creditors, or adjudication that such Party is insolvent by a court, and the failure of such Party to cause such petition, appointment, or assignment to be removed or discharged within ninety (90) days.

5.2 Remedies.

5.2.1 Remedies Prior to the Close of Escrow. In the event of a Default by any Party prior to the Close of Escrow, the non-defaulting Party shall have the right to terminate this

Agreement (provided it is not in Default of its obligation under this Agreement), by delivering written notice thereof to the defaulting Party and to Escrow Holder, subject to the rights of the defaulting Party to cure such Default as provided in Section 5.1. Subject to Section 2.2, such Party may seek against the defaulting Party any available remedies at law or equity, including but not limited to, the right to receive damages (excluding damages for lost profits) or to pursue an action for specific performance.

5.2.2 Remedies for Default After the Close of Escrow. In addition to, and without limiting the City's right of re-entry and termination contained in the Grant Deed, in the event of a Default by any Party after the Close of Escrow, a non-defaulting party shall be entitled to the following remedies, as applicable:

(i) A defaulting Party shall be liable to the non-defaulting Party for all damages, costs and losses incurred by the non-defaulting Party, and the non-defaulting Party may seek against the defaulting Party any available remedies at law or equity, including but not limited to the right to receive damages or to pursue an action for specific performance.

5.3 No Speculation. The rights established in this Article are to be interpreted in light of the fact that the City intends to convey the Land to the Buyer for the maintenance and upkeep of the existing Property thereon, and not for speculation in undeveloped land or for construction of different improvements.

5.4 No Personal Liability. No representative, agent, attorney, consultant, or employee of the City shall personally be liable to the Buyer or any successor in interest of the Buyer, in the event of any Default or breach by the City, or for any amount which may become due to the Buyer or any successor in interest, on any obligation under the terms of this Agreement.

5.5 Rights and Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the non-defaulting Party.

5.6 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such Party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. The acceptance by a Party of less than the full amount due from the other Party shall not constitute a waiver of such Party's right to demand and receive the full amount due, unless such Party executes a specific accord and satisfaction.

5.7 Force Majeure. Following the Close of Escrow, and notwithstanding anything to the contrary in this Agreement, nonperformance shall be excused when performance is prevented or delayed by reason of any of the following forces reasonably beyond the control of such party (a "**Force Majeure Delay**"): (i) failure to perform by the Buyer affecting all similar real estate

projects in the Suisun City, California, area, attributable to any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party hereto), civil disturbance, future order claiming jurisdiction, act of the public enemy, acts of terrorism, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; and (ii) delay attributable to severe weather, lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other similar industry-wide cause beyond the reasonable control of the party from whom performance is required, or any of its contractors or other representatives. Any prevention, delay or stoppage due to any Force Majeure Delay shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage (except the obligations of either party to pay money to the other party or to close escrow); provided that the party claiming Force Majeure Delay notifies the other party within ten (10) business days after the commencement of the Force Majeure Delay if the Party claiming delay has no actual knowledge of the event of Force Majeure Delay, the Party claiming the Force Majeure Delay must nevertheless notify the other Party of the Force Majeure Delay within a reasonable time (not to exceed thirty days) after the commencement of the Force Majeure Delay.

6. INDEMNITY.

6.1 Indemnity. From and after the execution of this Agreement, as a covenant that shall survive the Close of Escrow or earlier termination of this Agreement, the Buyer hereby agrees to indemnify, defend, protect, and hold harmless the City and any and all agents, employees, representatives, council members, board members, consultants, and offices of the City, from and against all losses, liabilities, claims, damages (including foreseeable or unforeseeable consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorneys' fees) and demands of any nature whatsoever, related directly or indirectly to, or arising out of or in connection with:

(i) the validity of this Agreement;

(ii) any development or maintenance by the Buyer on the Property or the use, ownership, management, occupancy, or possession of the Property during the Buyer's period of ownership of the Land or Improvements;

(iii) any breach or Default by the Buyer hereunder (subject to any liquidated damages provisions otherwise contained in this Agreement); or

(iv) any of the Buyer's activities on the Land (or the activities of the Buyer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Land), regardless of whether such losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement. The City may in its discretion, and at its own cost, participate in the defense of any legal action naming the City. The provisions of this Section 6.1 shall survive the Close of Escrow and the termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Buyer Representations. The Buyer represents and warrants to the City as of the date of this Agreement and as of the Close of Escrow that:

(i) The Buyer is a limited liability company validly existing and in good standing under the laws of the State of California , and eligible to do business within the state of California.

(ii) The Buyer has duly authorized the execution and performance of this Agreement and the execution and performance of all of the closing documents set forth herein.

(iii) The Buyer's execution and performance of this Agreement and the closing documents will not violate any provision of the Buyer's operating agreement or any deed of trust, lease, contract, agreement, instrument, order, judgment or decree by which the Buyer is bound.

(iv) The Buyer has not engaged a broker with respect to the purchase of the Land contemplated herein.

7.2 City Representations. The City hereby represents and warrants to the Buyer as of the date of this Agreement and as of the Close of Escrow that:

(i) the City has not engaged a broker with respect to the purchase of the Land as contemplated herein.

(ii) This Agreement has been duly authorized by the City.

(iii) The City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or the City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(iv) To the current, actual knowledge of the City Manager, the City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the City is a party or by which it is bound.

(v) The City Manager has no current, actual knowledge of, nor has the City received any notice of, nor does the City Manager know of any basis for, any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against the City with respect to the Land or against the Land.

(vi) The City Manager has no knowledge of, nor has City received any notice of, nor does the City Manager know of any basis for, any violations of laws, statutes, regulations, ordinances, other legal requirements with respect to the Land (or any part thereof) or with respect to the use, occupancy or construction thereof, or any investigations by any governmental or quasi-governmental authority into potential violations thereof or any condemnation or eminent domain proceedings pending or threatened with respect to the Land or any portion thereof.

(vii) The City hereby represents to the current, actual knowledge of the City Manager, it has delivered all material non-privileged documents in its possession and pertaining

to the Land to the Buyer. The City hereby represents that to the actual knowledge of the City Manager, the City has not received any written notice or written communication from any government agency having jurisdiction over the Land notifying the City of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Land, or any portion thereof.

(ix) The City Manager shall have no personal liability with respect to the accuracy of the representations contained in this Section 7.2.

8. GENERAL PROVISIONS.

8.1 Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by reputable overnight messenger service. Notices shall be considered given upon the earlier of (a) personal delivery, or (b) one business day following deposit or delivery with a nationally recognized overnight courier delivery charges prepaid, or (c) date of delivery or attempted delivery shown on the return receipt if sent by mail, certified or return receipt requested. Notices shall be addressed as provided below for the respective Party; provided that if any Party gives notice in writing of a change of name or address, notices to such Party shall thereafter be given as demanded in that notice:

City: The City of Suisun City
701 Civic Center Boulevard
Suisun City, California 94585
Attn: Bret Prebula, City Manager

With copy to: The City of Suisun City
701 Civic Center Boulevard
Suisun City, California 94585
Attn: Jim Bermudez, Development Services Director

and Richards, Watson & Gershon
2300 N Street, Suite 3
Sacramento, California 95816
Attn: Patrick Enright, Esq.

Buyer: Harbor Square Holdings, LLC
4129 W. Rincon Avenue
Campbell, California 95008
Attn: Saisaket Potluri, Managing Member

8.2 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties.

8.3 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include

corporation, partnership, firm, trust, or association where ever the context so requires. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed by excluding the first day and including the last day. If the date for performance falls on a Saturday, Sunday, or legal holiday, the date for performance shall be extended to the next business day. All references in this Agreement to a number of days in which either Party shall have to consent approve or perform shall mean calendar days unless specifically stated to be business days.

8.4 Time of the Essence. Time is of the essence of this Agreement.

8.5 Warranty Against Payment of Consideration for Agreement. Buyer warrants that it has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

8.6 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court. If the City is made a party to any litigation instituted by or against the Buyer or to any litigation attacking the validity of this Agreement, then the Buyer shall indemnify and defend the City in accordance with Section 6.1 hereof.

8.7 Entire Agreement; Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto, and all agreements executed pursuant hereto, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either Party hereto, or by or to any employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby. No person is authorized to make, and by execution hereof, the Buyer and the City acknowledge that no person has made, any representation, warranty, guaranty or promise except as expressly set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the Buyer or the City.

8.8 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

8.9 Headings. All section headings and subheadings are inserted for convenience only and shall have no effect on the construction or interpretation of this Agreement.

8.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties, and their permitted successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

8.11 Governing Law; Jurisdiction; Service of Process. This Agreement and the rights and obligations of the Parties shall be governed by California law. The Parties consent to the exclusive jurisdiction of the California Superior Court for the County of Solano. If any legal action is commenced by the Buyer against the City, or by the City against the Buyer, service of process on the City shall be made by personal service upon the City Manager or City Clerk, or in such other manner as may be provided by law. If any legal action is commenced by the City against the Buyer, service of process on the Buyer shall be made in any manner as may be provided by law. The Buyer agrees, for the benefit of the City, that it shall designate an agent for service of process in the State of California in the manner prescribed by law.

8.12 Assignability. Except as otherwise expressly provided in Section 4.2, the Buyer may not assign, transfer or convey its rights and obligations under this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion.

8.13 Survival. The provisions hereof shall not merge into, but rather shall survive, any conveyance hereunder (including, without limitation, the delivery and recordation of any Grant Deed) and the delivery of all consideration.

8.14 Estoppel Certificates. Upon written request of the Buyer, the City shall within thirty (30) days of the date of such request, execute and deliver to the Buyer, a written statement certifying, to the best of such City's knowledge, that (a) this Agreement in full force and effect, if such is the case, and has not been modified or amended, except as shall be stated; and (b) that no default by Buyer exists under this Agreement.

8.15 City Actions. In addition to any provisions of this Agreement that gives the City Manager the authority to make decisions and grant approvals, the City hereby authorizes the City Manager to deliver such approvals, consents as are contemplated by this Agreement, waive requirements under this Agreement, and modify this Agreement, on behalf of the City provided that the applicable approval, consent, waiver or modification is not substantial (*i.e.*, does not change the fundamental business transaction between the Buyer and the City, as determined by the City Manager in his reasonable discretion).

8.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written.

BUYER:

HARBOR SQUARE HOLDINGS, LLC,
a California limited liability company

By: HARBOR SQUARE HOLDINGS,
a California limited liability company,
its sole member

By: _____
Authorized Signatory

CITY:

THE CITY OF SUISUN CITY,
a California municipal corporation

By: _____
Bret Prebula, City Manager

APPROVED AS TO FORM:

By: _____
Patrick Enright, City Attorney

ATTEST:

_____
Anita Skinner, City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

Harbor Square Courtyard Parcel Real property in the City of Suisun City, County of Solano, State of California, described as follows:

EXHIBIT " A-1 "

Legal Description
Courtyard Parcel

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

Parcel 4 as shown on that certain map entitled "Parcel Map for Suisun City Redevelopment Project Main Street West Partners", filed for record October 27, 2006 in Book 48 of Parcel Maps at Page 18 in the office of the Solano County Recorder.

Sheet 1 of 1

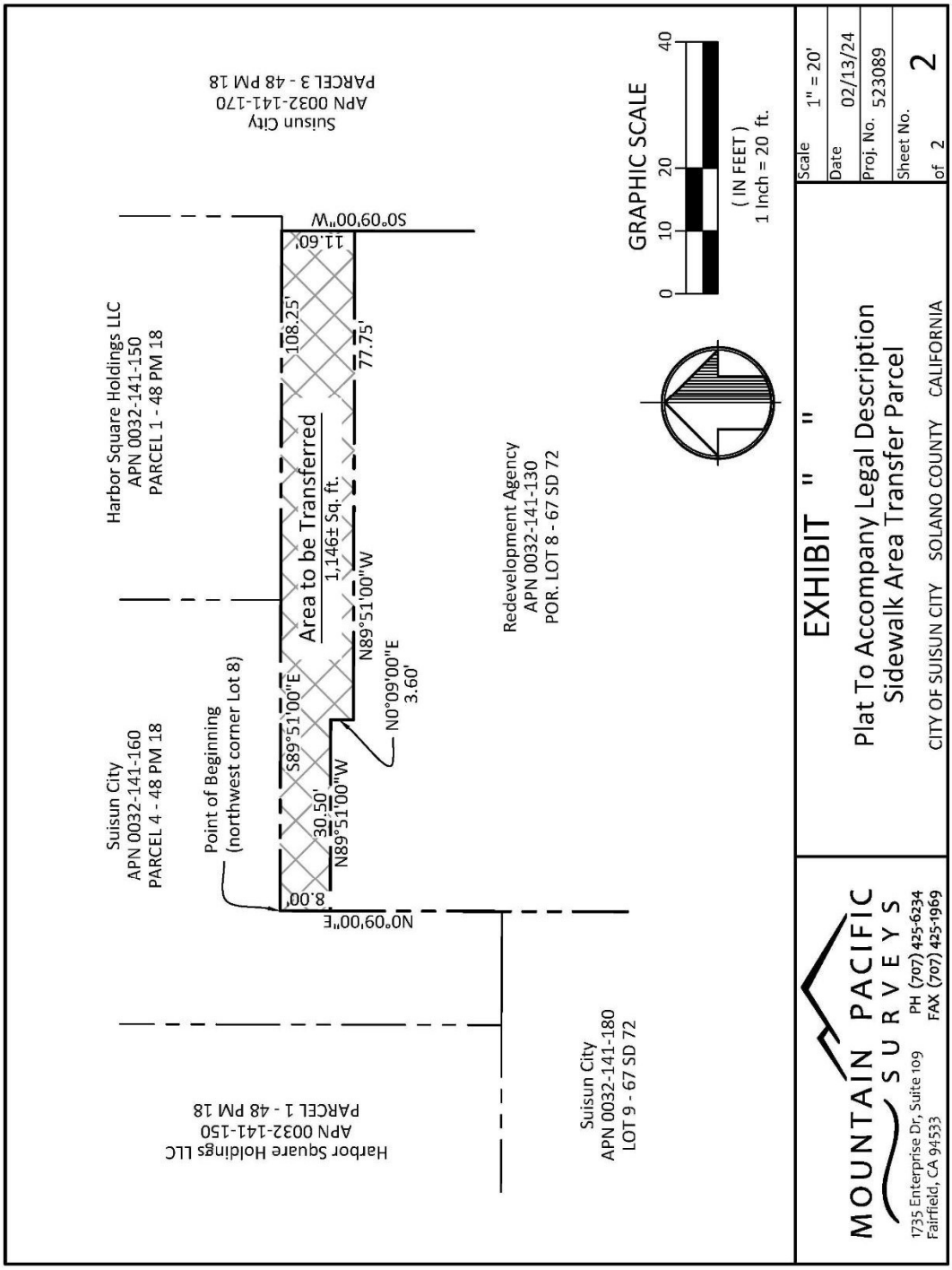

Suisun City
APN 0032-141-170
PARCEL 3 - 48 PM 18
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Suisun City
APN 0032-141-160
PARCEL 4 - 48 PM 18
Point of Beginning
(northwest corner Lot 8)
Area to be Transferred
1,146± Sq. ft.
Redevelopment Agency
APN 0032-141-130
POR. LOT 8 - 67 SD 72
Suisun City
APN 0032-141-180
LOT 9 - 67 SD 72
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
S0°09'00"W
11.60'
108.25'
77.75'
N89°51'00"W
N0°09'00"E
3.60'
S89°51'00"E
30.50'
N89°51'00"W
8.00'
N0°09'00"E
GRAPHIC SCALE
0
10
20
40
(IN FEET)
1 Inch = 20 ft.
EXHIBIT " "
Plat To Accompany Legal Description
Sidewalk Area Transfer Parcel
CITY OF SUISUN CITY SOLANO COUNTY CALIFORNIA
Scale 1" = 20'
Date 02/13/24
Proj. No. 523089
Sheet No. 2
of 2
MOUNTAIN PACIFIC
SURVEYS
1735 Enterprise Dr, Suite 109
Fairfield, CA 94533
PH (707) 425-6234
FAX (707) 425-1969

EXHIBIT "A-3"

Legal Description
Fireplace Area Transfer Parcel

All that certain real property situate in the City of Suisun City, Solano County, California, being a portion of Lot 8 as shown on that certain map entitled "Final Map of Suisun Harbor Plaza Unit 2", filed for record December 5, 1997 in Book 67 of Maps at Page 72 in the office of the Solano County Recorder, being more particularly described as follows:

Commencing at the northwest corner of said Lot 8, thence along the west line of said Lot South 0°09'00 West, 8.00 feet to the True Point of Beginning; thence leaving last said line South 89°51'00" East, 30.50 feet, thence South 0°09'00" West, 7.25 feet; thence North 89°51'00" West, 30.50 feet to a point on said west line; thence along last said line North 0°09'00 West, 7.25 feet to the true point of beginning.

Containing 221 square feet, more or less.

Bearings used in this description are based upon Book 67 of Maps at Page 72, Solano County Records.

LICENSED LAND SURVEYOR
CHARLES M. WEAKLEY
No. 6421
STATE OF CALIFORNIA

Sheet 1 of 2

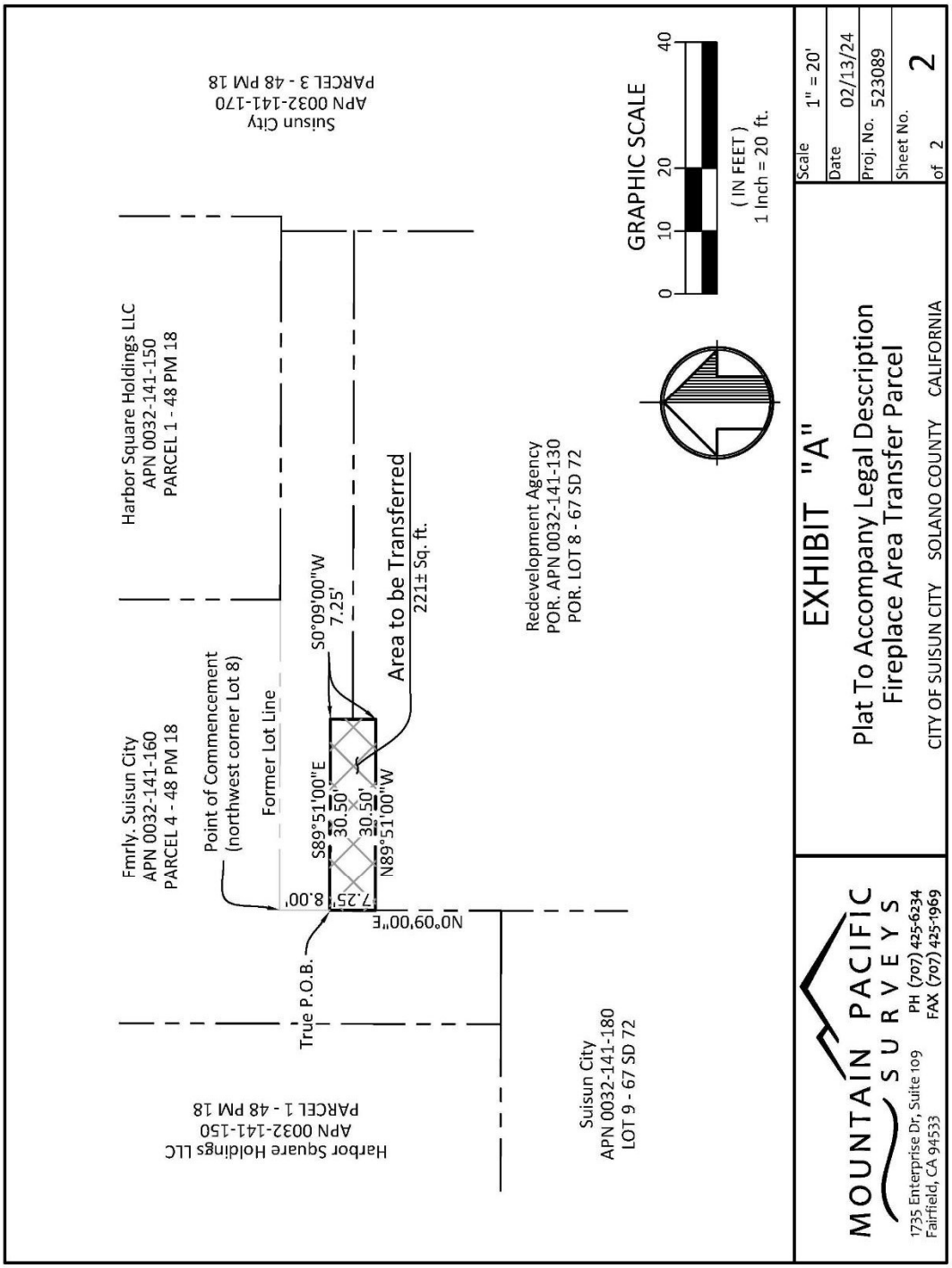

Suisun City
APN 0032-141-170
PARCEL 3 - 48 PM 18
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Fmrly. Suisun City
APN 0032-141-160
PARCEL 4 - 48 PM 18
Point of Commencement
(northwest corner Lot 8)
Former Lot Line
S0°09'00"W
7.25'
Area to be Transferred
221± Sq. ft.
S89°51'00"E
30.50'
30.50'
N89°51'00"W
7.25'
8.00'
N0°09'00"E
True P.O.B.
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Suisun City
APN 0032-141-180
LOT 9 - 67 SD 72
Redevelopment Agency
POR. APN 0032-141-130
POR. LOT 8 - 67 SD 72
GRAPHIC SCALE
0
10
20
40
(IN FEET)
1 Inch = 20 ft.
EXHIBIT "A"
Plat To Accompany Legal Description
Fireplace Area Transfer Parcel
CITY OF SUISUN CITY SOLANO COUNTY CALIFORNIA
Scale 1" = 20'
Date 02/13/24
Proj. No. 523089
Sheet No. 2
of 2
MOUNTAIN PACIFIC
SURVEYS
1735 Enterprise Dr, Suite 109
Fairfield, CA 94533
PH (707) 425-6234
FAX (707) 425-1969

EXHIBIT "A-4"

Legal Description
Fireplace Access and Maintenance Easement

An easement situate in the City of Suisun City, Solano County, California, being a portion of Lot 8 as shown on that certain map entitled "Final Map of Suisun Harbor Plaza Unit 2", filed for record December 5, 1997 in Book 67 of Maps at Page 72 in the office of the Solano County Recorder, being more particularly described as follows:

Commencing at the northwest corner of said Lot 8, thence along the west line of said Lot South 0°09'00 West, 15.25 feet to the True Point of Beginning; thence leaving said west line South 89°51'00" East, 30.50 feet, thence North 0°09'00" East, 3.65 feet; thence South 89°51'00" East, 8.00 feet; thence South 0°09'00" West, 11.65 feet; thence North 89°51'00" West, 38.50 feet to a point on said west line; thence along last said line North 0°09'00 East, 8.00 feet to the true point of beginning.

Containing 337 square feet, more or less.

Bearings used in this description are based upon Book 67 of Maps at Page 72, Solano County Records.

Sheet 1 of 2

EXHIBIT "A-2"

Legal Description
Sidewalk Area Transfer Parcel

All that certain real property situate in the City of Suisun City, Solano County, California, being a portion of Lot 8 as shown on that certain map entitled "Final Map of Suisun Harbor Plaza Unit 2", filed for record December 5, 1997 in Book 67 of Maps at Page 72 in the office of the Solano County Recorder, being more particularly described as follows:

Beginning at the northwest corner of said Lot 8, thence along the north and east lines of said lot South 89°51'00" East, 108.25 feet and South 0°09'00" West, 11.60 feet; thence leaving said east line North 89°51'00" West, 77.75 feet; thence North 0°09'00" East, 3.60 feet; thence North 89°51'00" West, 30.50 feet to a point on the west line of said Lot 8, thence along said west line North 0°09'00" East, 8.00 feet to the point of beginning.

Containing 1,146 square feet, more or less.

Bearings used in this description are based upon Book 67 of Maps at Page 72, Solano County Records.

Sheet 1 of 2

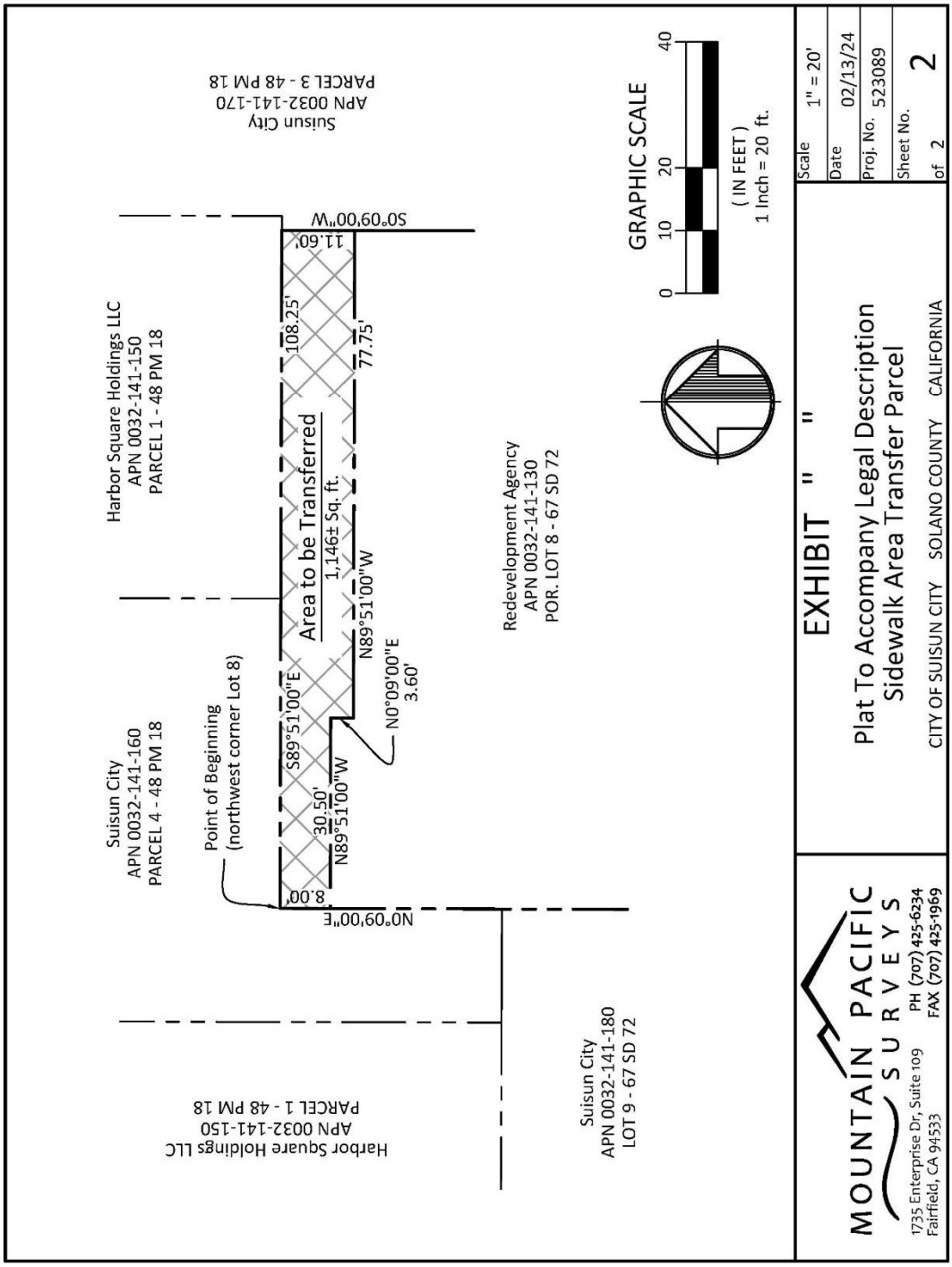

Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Suisun City
APN 0032-141-160
PARCEL 4 - 48 PM 18
Point of Beginning
(northwest corner Lot 8)
Area to be Transferred
1,146± Sq. ft.
S89°51'00"E
N89°51'00"W
30.50'
N89°51'00"W
N0°09'00"E
3.60'
N89°51'00"W
108.25'
77.75'
11.60'
S0°09'00"W
8.00'
N0°09'00"E
Redevelopment Agency
APN 0032-141-130
POR. LOT 8 - 67 SD 72
Suisun City
APN 0032-141-180
LOT 9 - 67 SD 72
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Suisun City
APN 0032-141-170
PARCEL 3 - 48 PM 18
GRAPHIC SCALE
0 10 20 40
(IN FEET)
1 Inch = 20 ft.
EXHIBIT " "
Plat To Accompany Legal Description
Sidewalk Area Transfer Parcel
CITY OF SUISUN CITY SOLANO COUNTY CALIFORNIA
Scale 1" = 20'
Date 02/13/24
Proj. No. 523089
Sheet No. 2
of 2
MOUNTAIN PACIFIC
SURVEYS
1735 Enterprise Dr, Suite 109
Fairfield, CA 94533
PH (707) 425-6234
FAX (707) 425-1969

EXHIBIT "B"

FORM OF GRANT DEED

Recording Requested by:

Harbor Square Holdings, LLC
4129 W. Rincon Avenue
Campbell, California 95008

And when recorded return to
and mail tax statements to:

Harbor Square Holdings, LLC
4129 W. Rincon Avenue
Campbell, California 95008
Attn: _____

With a copy to:

The City of Suisun City
701 Civic Center Boulevard
Suisun City, California 94585
Attn: City Clerk

And:

Richards, Watson & Gershon
2300 N Street, Suite 3
Sacramento, California 95816
Attn: Patrick Enright, Esq.

Assessor's Parcel Map No.: 0032-141-130

[Space Above this Line for Recorder's Use]

This Grant Deed is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383

GRANT DEED
(Harbor Square Courtyard Parcel)

The undersigned grantor(s) declare(s):

Documentary transfer tax is $_____ based on the full value of the Land conveyed.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE CITY OF SUISUN CITY**, a California municipal corporation ("**Grantor**"), hereby GRANTS to **HARBOR SQUARE HOLDINGS, LLC**, a California limited liability company ("**Grantee**"), the Property located in the City of Suisun City, County of Solano, State of California, as described in Exhibit "A" hereto, SUBJECT TO all easements, covenants, conditions, restrictions, and rights of way of record.

1. This grant of the Property is subject to a Purchase and Sale Agreement entered into by and between Grantor and Grantee dated as of _____, 2025 (the "**Agreement**"), the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor at 701 Civic Center Boulevard Suisun City, California 94585.

2. The Grantee shall maintain the Land and Improvements required by the Agreement (including landscaping and fireplace) in good condition and repair, and in the manner required by the Waterfront District Specific Plan. If Grantee fails to do so, Grantor shall have the rights and remedies described in Section 5 of the Agreement, in addition to any and all other rights or remedies under applicable law or in equity.

3. All covenants contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land adjacent to the Land or interest in such land or any other land. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies available under the Agreement or this Grant Deed, or at law or in equity. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

4. The Grantee covenants, for itself and its successors and assigns, that there shall be no sale, transfer, assignment, conveyance, lease, pledge or encumbrance of the Agreement, or the Land and the Improvements thereon or any part thereof, or of other ownership interest in the Grantee in violation of the Agreement, which contains restrictions on the assignment of the Agreement, the transfer of the Land and interests in Grantee.

[Signatures to Follow]

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of the date set forth below.

GRANTOR:

Dated: _____, 2025

THE CITY OF SUISUN CITY,
a California municipal corporation

By: _____
Print Name: _____
Title: _____

ATTEST:

_____
Anita Skinner, City Clerk

APPROVED AS TO FORM:

_____
Patrick Enright, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF LAND

Real property in the City of Suisun City, County of Solano, State of California, described as follows:

EXHIBIT " A-1 "

Legal Description
Courtyard Parcel

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

Parcel 4 as shown on that certain map entitled "Parcel Map for Suisun City Redevelopment Project Main Street West Partners", filed for record October 27, 2006 in Book 48 of Parcel Maps at Page 18 in the office of the Solano County Recorder.

LICENSED LAND SURVEYOR
CHARLES M. WEAKLEY
No. 6421
STATE OF CALIFORNIA

Sheet 1 of 1

EXHIBIT "A-2"

Legal Description
Sidewalk Area Transfer Parcel

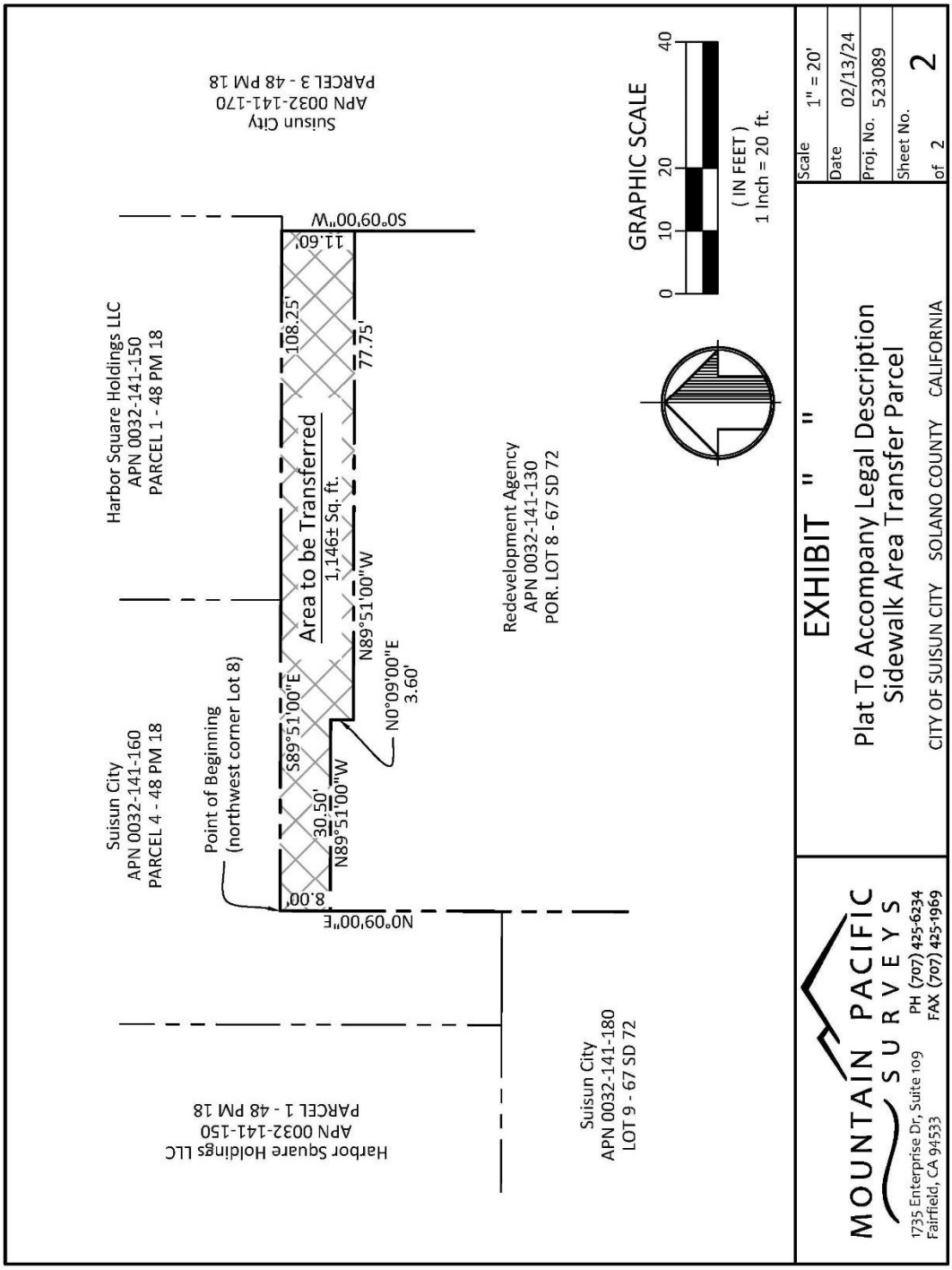
All that certain real property situate in the City of Suisun City, Solano County, California, being a portion of Lot 8 as shown on that certain map entitled "Final Map of Suisun Harbor Plaza Unit 2", filed for record December 5, 1997 in Book 67 of Maps at Page 72 in the office of the Solano County Recorder, being more particularly described as follows:

Beginning at the northwest corner of said Lot 8, thence along the north and east lines of said lot South 89°51'00" East, 108.25 feet and South 0°09'00" West, 11.60 feet; thence leaving said east line North 89°51'00" West, 77.75 feet; thence North 0°09'00" East, 3.60 feet; thence North 89°51'00" West, 30.50 feet to a point on the west line of said Lot 8, thence along said west line North 0°09'00" East, 8.00 feet to the point of beginning.

Containing 1,146 square feet, more or less.

Bearings used in this description are based upon Book 67 of Maps at Page 72, Solano County Records.

Sheet 1 of 2


Suisun City
APN 0032-141-170
PARCEL 3 - 48 PM 18
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Suisun City
APN 0032-141-160
PARCEL 4 - 48 PM 18
Point of Beginning
(northwest corner Lot 8)
Area to be Transferred
1,146± Sq. ft.
108.25'
77.75'
11.60'
S0°09'00"W
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8.00'
30.50'
N89°51'00"W
S89°51'00"E
N89°51'00"W
N0°09'00"E
3.60'
Redevelopment Agency
APN 0032-141-130
POR. LOT 8 - 67 SD 72
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Suisun City
APN 0032-141-180
LOT 9 - 67 SD 72
GRAPHIC SCALE
0
10
20
40
(IN FEET)
1 Inch = 20 ft.
EXHIBIT " "
Plat To Accompany Legal Description
Sidewalk Area Transfer Parcel
CITY OF SUISUN CITY SOLANO COUNTY CALIFORNIA
MOUNTAIN PACIFIC
SURVEYS
1735 Enterprise Dr, Suite 109
Fairfield, CA 94533
PH (707) 425-6234
FAX (707) 425-1969
Scale 1" = 20'
Date 02/13/24
Proj. No. 523089
Sheet No. 2
of 2

EXHIBIT "A-3"

Legal Description
Fireplace Area Transfer Parcel

All that certain real property situate in the City of Suisun City, Solano County, California, being a portion of Lot 8 as shown on that certain map entitled "Final Map of Suisun Harbor Plaza Unit 2", filed for record December 5, 1997 in Book 67 of Maps at Page 72 in the office of the Solano County Recorder, being more particularly described as follows:

Commencing at the northwest corner of said Lot 8, thence along the west line of said Lot South 0°09'00 West, 8.00 feet to the True Point of Beginning; thence leaving last said line South 89°51'00" East, 30.50 feet, thence South 0°09'00" West, 7.25 feet; thence North 89°51'00" West, 30.50 feet to a point on said west line; thence along last said line North 0°09'00 West, 7.25 feet to the true point of beginning.

Containing 221 square feet, more or less.

Bearings used in this description are based upon Book 67 of Maps at Page 72, Solano County Records.

Sheet 1 of 2

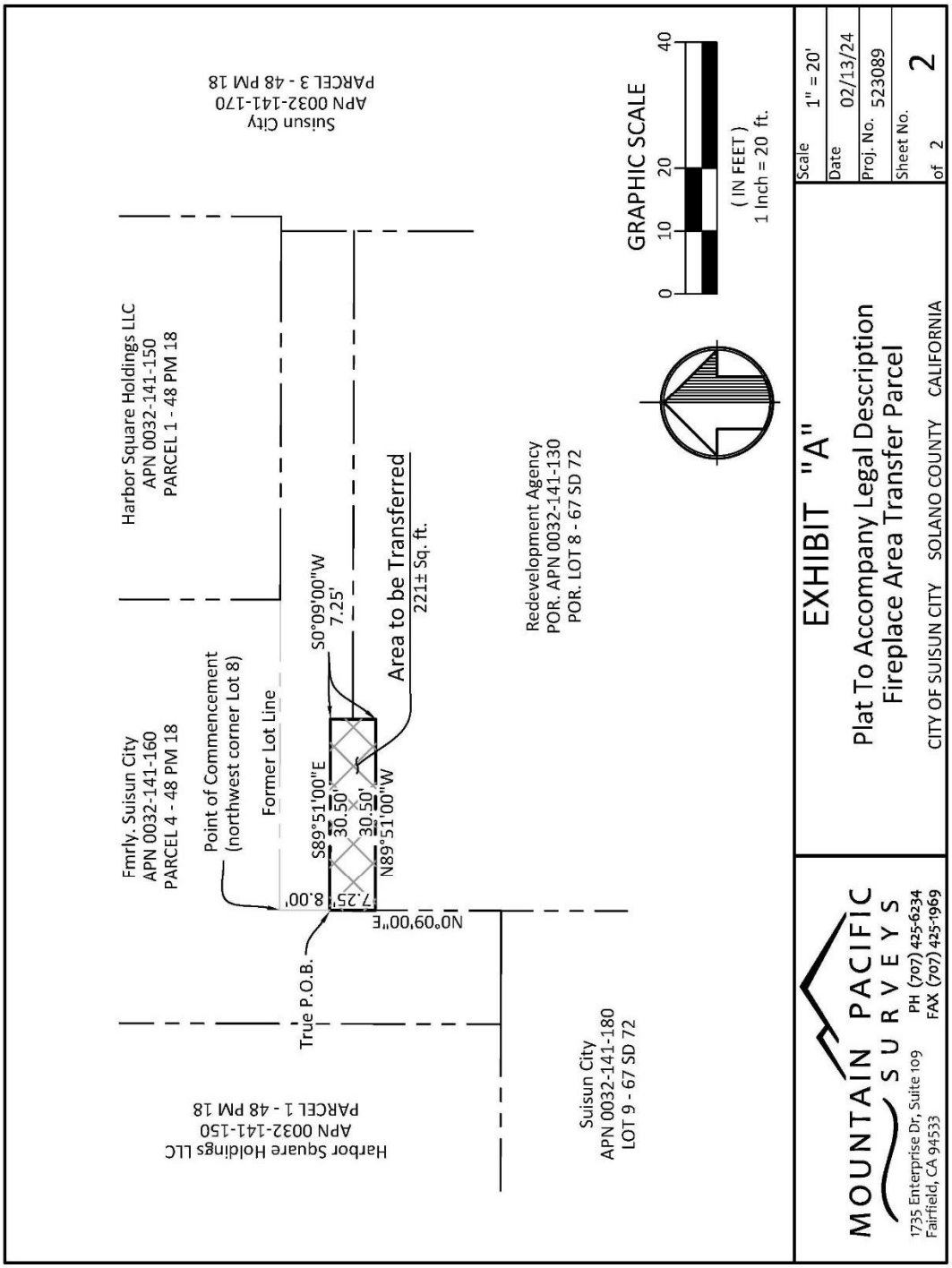
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Suisun City
APN 0032-141-170
PARCEL 3 - 48 PM 18
Fmrly. Suisun City
APN 0032-141-160
PARCEL 4 - 48 PM 18
Point of Commencement
(northwest corner Lot 8)
Former Lot Line
S0°09'00"W
7.25'
Area to be Transferred
221± Sq. ft.
S89°51'00"E
30.50'
30.50'
N89°51'00"W
7.25'
8.00'
N0°09'00"E
True P.O.B.
Redevelopment Agency
POR. APN 0032-141-130
POR. LOT 8 - 67 SD 72
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Suisun City
APN 0032-141-180
LOT 9 - 67 SD 72
GRAPHIC SCALE
0
10
20
40
(IN FEET)
1 Inch = 20 ft.
EXHIBIT "A"
Plat To Accompany Legal Description
Fireplace Area Transfer Parcel
CITY OF SUISUN CITY SOLANO COUNTY CALIFORNIA
Scale 1" = 20'
Date 02/13/24
Proj. No. 523089
Sheet No. 2
of 2
MOUNTAIN PACIFIC
SURVEYS
1735 Enterprise Dr, Suite 109
Fairfield, CA 94533
PH (707) 425-6234
FAX (707) 425-1969

EXHIBIT "A-4"

Legal Description
Fireplace Access and Maintenance Easement

An easement situate in the City of Suisun City, Solano County, California, being a portion of Lot 8 as shown on that certain map entitled "Final Map of Suisun Harbor Plaza Unit 2", filed for record December 5, 1997 in Book 67 of Maps at Page 72 in the office of the Solano County Recorder, being more particularly described as follows:

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Containing 337 square feet, more or less.

Bearings used in this description are based upon Book 67 of Maps at Page 72, Solano County Records.

Sheet 1 of 2

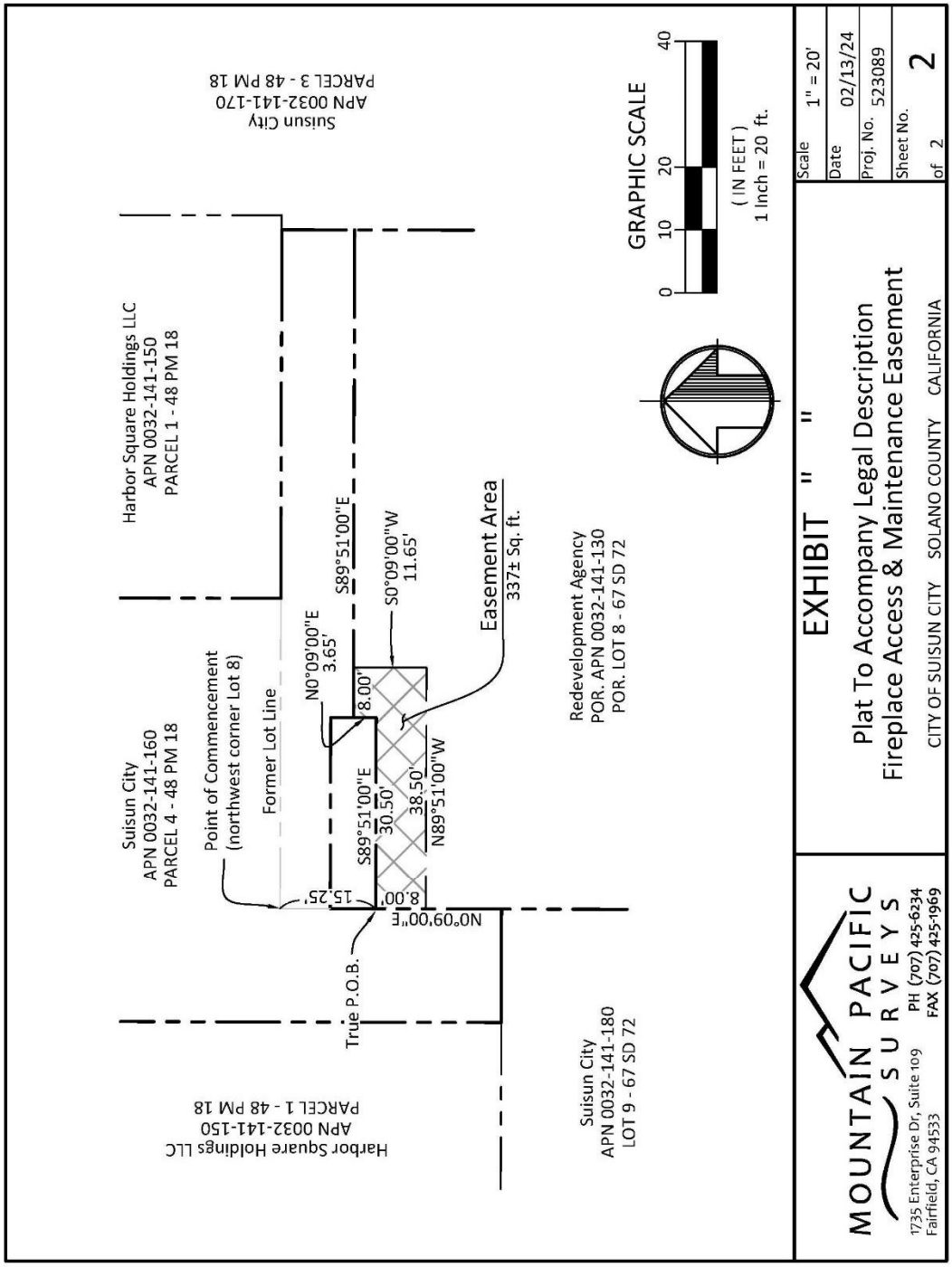
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Suisun City
APN 0032-141-170
PARCEL 3 - 48 PM 18
Suisun City
APN 0032-141-160
PARCEL 4 - 48 PM 18
Point of Commencement
(northwest corner Lot 8)
Former Lot Line
N0°09'00"E
3.65'
S89°51'00"E
S0°09'00"W
11.65'
Easement Area
337± Sq. ft.
8.00'
S89°51'00"E
30.50'
38.50'
N89°51'00"W
15.25'
8.00'
N0°09'00"E
True P.O.B.
Redevelopment Agency
POR. APN 0032-141-130
POR. LOT 8 - 67 SD 72
Harbor Square Holdings LLC
APN 0032-141-150
PARCEL 1 - 48 PM 18
Suisun City
APN 0032-141-180
LOT 9 - 67 SD 72
GRAPHIC SCALE
0
10
20
40
(IN FEET)
1 Inch = 20 ft.
EXHIBIT " "
Plat To Accompany Legal Description
Fireplace Access & Maintenance Easement
CITY OF SUISUN CITY SOLANO COUNTY CALIFORNIA
Scale 1" = 20'
Date 02/13/24
Proj. No. 523089
Sheet No. 2
of 2
MOUNTAIN PACIFIC
SURVEYS
1735 Enterprise Dr, Suite 109
Fairfield, CA 94533
PH (707) 425-6234
FAX (707) 425-1969

EXHIBIT "C"

COVENANT AND AGREEMENT FOR USE OF HARBOR PLAZA COURTYARD

Recording Requested by:

Harbor Square Holdings, LLC
4129 W. Rincon Avenue
Campbell, California 95008

And when recorded return to
and mail tax statements to:

Harbor Square Holdings, LLC
4129 W. Rincon Avenue
Campbell, California 95008
Attn: _____

With a copy to:

The City of Suisun City
701 Civic Center Boulevard
Suisun City, California 94585
Attn: City Clerk

And:

Richards, Watson & Gershon
2300 N Street, Suite 3
Sacramento, California 95816
Attn: Patrick Enright, Esq.

Assessor's Parcel Map No.: 0032-141-130

[Space Above this Line for Recorder's Use]

This Grant Deed is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383

COVENANT AND AGREEMENT FOR USE OF HARBOR PLAZA COURTYARD

This Covenant and Agreement for Use of Harbor Plaza Courtyard ("Covenant Agreement") is made and entered into as of the ___ day of _____, 2025, by the CITY OF SUISUN CITY, a California municipal corporation (the "City"), and HARBOR SQUARE

HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (the "Owner"), with respect to the following facts:

R E C I T A L S:

A. Whereas, substantially concurrently herewith, the City and Owner entered into that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement"), pursuant to which the City conveyed to Owner fee title to that certain real property commonly known as the Harbor Square Courtyard, located adjacent to 700 Main Street, in the City of Suisun City, County of Solano, State of California, identified by Solano County Assessor's Parcel Number 0032-141-130 and more particularly and legally described on Exhibit A, attached hereto and incorporated herein by this reference (the "Owner's Property").

B. Whereas as a condition of the Owner's acquisition of the Owner's Property pursuant to the Purchase and Sale Agreement, Owner desires to restrict use of the Owner's Property such that Owner's Property may only be used with Owner's permission, and Owner shall only grant permission of use for uses substantially related to the shops and stores in the adjacent shopping center located at 700 Main Street, and commonly known as the Harbor Plaza Properties ("Harbor Plaza Properties") or other third parties who express interest in use of Owner's Property (together, "Prospective Users"), and to ensure that the Owner's Property is not sold, or otherwise transferred, separately from the Harbor Plaza Properties.

C. Whereas as a condition of the Owner's acquisition of the Owner's Property pursuant to the Purchase and Sale Agreement, Owner desires to restrict development on Owner's Property to retain the aesthetic and useful features of Owner's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the City and Owner, on behalf of themselves and all of their respective future successors and assigns, hereby restrict the Owner's Property as follows:

1. The Recitals set forth above are true and accurate, and incorporated herein by reference.

2. Notwithstanding any contrary provision in the Purchase and Sale Agreement (or any other similar agreement or deed) as such may be amended in the future, Owner and every person and entity now or in the future having any fee or leasehold interest in the Owner's Property (collectively, the "Successors"), together with their visitors, tenants, guests and invitees (collectively, the Owner, Successors and such visitors, tenants, guests and invitees are hereafter referred to as "Users") shall ensure: (i) the Owner's Property is not redeveloped with any permanent structures which would impede the current use of the Property as a common courtyard, (ii) shall ensure that the uses of the Owner's Property are exclusively to serve those Prospective Users, and (iii) at no time may the Owner's Property be sold, or otherwise transferred, separately from the Harbor Plaza Properties.

3. Only Prospective Users, and their visitors, tenants, guests and invitees, have the right to utilize Owner's Property. Owner reserves the right to revoke use permissions to a Prospective User in the event that the Prospective User's use of Owner's Property becomes unreasonable.

4. Owner may install gates, cameras, lighting, Wi-Fi, removable kiosks, and signage for the tenants using the Property, provided all such improvements comply with applicable Laws and maintain required life-safety egress.

a. Any gates installed pursuant to this section must meet the following aesthetic requirements:

i. Gate(s) must be built solely out of metal, wrought iron preferred, with the exception of any hardware. No chain link, wood, or composite material is permitted.

ii. Gate(s) must have a decorative quality about them such that they add to the aesthetic nature of the Property rather than detract from it.

iii. Gate(s), hinges, and latches must have a natural color finish, black preferred. Painted or colored gates are prohibited.

iv. Gates must be within property lines. If gate opens towards any street, it must be set back sufficiently to avoid blocking sidewalks or the street.

v. Gates must meet all local and state building code and accessibility requirements and are subject to Fire Marshal approval.

5. It is the intention or the Parties hereto that this Covenant Agreement and all covenants contained herein shall constitute a covenant running with the land, for benefit of the Owner's Property, and shall be enforceable by the Owner and all Successors.

6. This Covenant Agreement shall remain in effect until the Owner, or its Successor, is expressly released of its duties and obligations hereunder in a writing signed by City.

7. Should any provision, section, paragraph, sentence, clause or word of this Covenant Agreement be rendered or declared invalid or ineffective by any final action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, clauses and words of this Covenant Agreement shall remain in full force and effect.

8. This Covenant Agreement shall be recorded in the office of the County Recorder for the County of Solano.

Executed this _____ day of _____, 2025.

GRANTOR:

Dated: _____, 2025

THE CITY OF SUISUN CITY,
a California municipal corporation

By: _____
Print Name: _____
Title: _____

ATTEST:

_____
Anita Skinner, City Clerk

APPROVED AS TO FORM:

_____
Patrick Enright, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SOLANO

On _____ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____ Place Notary Seal Above

Signature of Notary Public

GARLAND & SALMON

An Appraisal of:

Harbor Square Courtyard - Commercial Remnant Parcel
Parcel A (with Fireplace) - 6,640 SF
Suisun City, California

Dates of Valuation:

October 8, 2024- Date of Value
October 8, 2024 - Date of Inspection
October 16, 2024 - Date of Report

Appraisal Prepared for:

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

Prepared By:

Garland & Salmon
744 Empire Street, Suite 260
Fairfield, California 94533

GARLAND & SALMON

Ronald G. Garland, MAI, SRA
Steve Salmon, MAI
Marc Tonnesen, SRA
Matt Atwood

REAL PROPERTY ECONOMICS ANALYSTS & APPRAISERS

October 16, 2024

Jim Bermudez
Development Services Director
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Subject: Harbor Square Courtyard - Commercial Remnant Parcel
Parcel A (with Fireplace) - 6,640 SF

Dear Mr. Bermudez:

In response to your request, we have completed a market value appraisal of the Harbor Square Courtyard, a 6,640 SF remnant parcel located within the City of Suisun City Downtown Waterfront District, Solano County, California.

The appraisal was prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP). The intended use of the appraisal is to serve as a valuation guide for decisions relating to the potential sale of the property. The appraisal assignment is to form an opinion of the market value of the subject property on the date of value.

The subject property consists of a remnant parcel known as the Harbor Square Courtyard; a 6,640 SF parcel that was historically constructed as a public open space improved amenity for the surrounding 2-story mixed-use commercial building development. As a standalone property, the subject suffers from its small size, irregular shape, poor visibility, and constrained access; which are common characteristics of remnant parcels. The courtyard is improved with finished stone paving and an oversized fireplace, which further limit the subject site's visibility. The subject property can not support an improved building use and con only support site-based uses, and competes in a smaller pool of potential buyers.

744 Empire Street, Suite 260, Fairfield, California, 94533
Phone 707/429-8660 ♦ GarlandSalmon.com

The Client has requested a market value of the subject property. Market value is expressly not a value to a particular buyer in support of their intended use; it is expressly the most probable price to an open market of buyers who are not atypically motivated. We considered the assemblage potential of the subject property to the Harbor Square mixed-use commercial development; however, our value is based on market-based sales and not it's value in use to an assemblage-motivated buyer. Our analysis and reporting is based on the definition of Market Value reported on Page 2.

Please refer to the ASSUMPTIONS & LIMITING CONDITIONS and SCOPE OF THE APPRAISAL, which detail and limit this report, located on Pages VI through VIII of this INTRODUCTION. The market value opinions offered are consistent with the DEFINITION OF MARKET VALUE included in this report.

In our opinion, as of October 8, 2024, the market value of subject property is:

$100,000

The attached report contains 60 pages, and ADDENDA. This letter must remain attached to this report in order for the value opinion expressed to be considered valid. We certify that we have personally inspected the subject property and other information provided unless otherwise noted. All data gathered in our investigation is from sources believed to be reliable.

Sincerely,

Steven Salmon, MAI CA #AG0044622	Matthew Atwood CA #3005100

EXECUTIVE SUMMARY

Subject Property Owner of Record	City of Suisun City
Property Address	None reported
Assessor's Parcel Number (APN)	Identified by Suisun City as Parcel A (with Fireplace); see Addenda for draft Survey and legal description.
Site Size	6,640 Square Feet (SF)
Improvements	Site area is improved with stone pavers and an oversized fireplace.
Topography	Flat
Zoning	City of Suisun City Main Street Mixed-use
General Plan	City of Suisun City Downtown Waterfront Specific Plan
Utilities	Available
Site Character	The subject property is a 6,640 SF courtyard surrounded by the Harbor Square development and the Lawler House property; resulting in limited visibility and strained access characteristics. The property can not

	support development of an improved building use; but could potentially support site-based economic uses, or be assembled with the Harbor Square property. It is a remnant parcel owned by the City of Suisun City that is improved with finished stone pavers and an oversized decorative fireplace; the fireplace in our opinion is seen as a negative characteristic in the marketplace.
Highest and Best Use	The highest and best of the subject is assemblage with the Harbor Square development; consistent with it's historical use as an amenity. As an independent holding consistent with the definition of market value, the subjects highest and best use is a site-based use that is not significantly impacted by the subject's below-market standard visibility or access characteristics and/or to landbank the property for future speculative use.
Date of Value	October 8, 2024
Market Value Opinion	$100,000

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Page Exhibits
Location Map
Area Map
Draft Survey Map, Aerial Depiction
Comparable Sale Map
Comparable Sale Data Sheets

Addenda
Subject Photographs
Legal Description and Draft Survey

ASSUMPTIONS AND LIMITING CONDITIONS

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

- The Client is the City of Suisun. The intended user is the Client and appropriate city staff. The intended use of the appraisal is to serve as a valuation guide for decisions relating to the potential sale of the property. We do not authorize the use of this appraisal by any other party, or for any other use. Any other parties choosing to utilize this appraisal do so at their own risk, and without the consent of Garland & Salmon.

- It is reported the courtyard is not encumbered by any leases, contracted obligations, and/or rights of use by any third parties. It is a specific assumption that the use of the subject property is not encumbered by any leases, contracted obligations, and/or rights of use by any third parties as reported.

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

1. Reliance upon this report by any intended user is implied concurrence that the Scope of Work of the appraisal assignment is appropriate for the intended use of that user.

2. Unless specifically set forth in the body of the report, nothing contained herein shall be construed to represent any direct or indirect recommendation to buy, sell, hold, or construct the property appraised at the appraised value. Such decisions involve substantial investment strategy questions and must be specifically addressed in consultation form.

3. It is the responsibility of the Client to read this report and to inform the appraiser of any errors or omissions of which they are aware of before using this report or making it available to a third party.

4. We assume that there are no hidden or unapparent conditions which would influence the value of the subject property.

5. The existence of hazardous substances, which may or may not be present on the property, was not called to our attention nor did we become aware of such during the inspection. We have no knowledge of the existence of any such hazardous or toxic substances on or in the property unless otherwise stated and we are not qualified to test for such substances. The presence of such hazardous substances may affect the value of the property. The value opinion reported herein is predicated on the assumption that no such hazardous substances exist in or on the property, or in such proximity that would cause a loss in value. No responsibility is assumed for any such hazardous substances, or for any expertise or knowledge required to discover them.

6. No liability is assumed for matters legal in character.

7. We assume that there are no defects of title and that the property is free and clear of all liens or encumbrances.

8. No right or obligation to expert testimony or attendance in court by reason of this appraisal, with reference to this property, is included, unless arrangements have been previously made.

9. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purposes by any but the principal to whom it is addressed without said principal's previous written consent, and in any event, only with the proper qualifications.

10. The information furnished by others, as identified in this report, is believed to be accurate and reliable, but no guarantee is made as to the correctness thereof.

11. Any sketches in this report are included to assist the reader in visualizing the property. Land dimensions were taken from available public information and we assume no responsibility for these dimensions.

12. Any projections of costs, income, and expenses for the subject property are not predictions of the future. These projections are our best estimates of the current market thinking about what future income and expenses will be. We make no warranty or representation that these projections will materialize. The real estate market is constantly fluctuating and changing and it is not our task to estimate the conditions of a future real estate market. We can only reflect what the investment community envisions for the future in terms of rental rates, expenses, supply and demand.

13. Neither all nor any parts of the content of this report (especially any conclusions as to value, the identity of the appraiser, or any reference to the Appraisal Institute, or to the MAI or SRA designations) shall be disseminated to the public through any media or to any other parties without prior written consent and approval.

14. Steven M. Salmon and Matthew Atwood are certified by the State of California as General Real Estate Appraisers. However, they are not licensed or certified in the fields of building inspection or civil, soils, structural, or environmental engineering.

15. The Americans with Disabilities Act (ADA) became effective in 1992. We have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in developing the opinion of the value of the property.

SCOPE OF THE APPRAISAL

1. Discussed with the Client the nature of the assignment, including an agreement of the purpose and intended use of the report, date of valuation and report, property rights appraised, any extraordinary assumptions, values to be reported, and any other appropriate restrictions or limitations to be placed on the scope of the assignment.

2. Steve Salmon and Matthew Atwood inspected and photographed the subject property on October 8, 2024.

3. Investigated the current ownership and recent history of the subject property.

4. We reviewed and analyzed the Draft Survey and legal description provided which identifies the subject of this appraisal.

5. Reviewed Solano County and City of Suisun City property information and searched for additional public record data available for the subject property.

6. Reviewed City of Suisun City and the Downtown Waterfront Specific Plan land use policies regarding their impact on the subject property.

7. Investigated the neighborhood, surrounding areas, and economic drivers or lack therefore, in relation to the impact of these locales on the subject property and the marketplace

8. Formed an opinion of the highest and best use of the subject property.

9. Researched comparable sale data, including public records, other appraisers, active and knowledgeable brokers and publications providing comparable sale data. All of the comparable sales were physically inspected, and/or viewed through aerial imaging provided by Google Earth.

10. Confirmed comparable data to the extent necessary, preferably with parties immediate to each transaction or with other appraisers that verified such data.

11. Developed opinions of value for the subject property by use of appropriate appraisal techniques.

12. Prepared the written report document in conformance with the Uniform Standards of Professional Appraisal Practice. It is not our intent nor is it even possible for an appraisal report document to include all facts and analysis considered by the appraiser during the course of their appraisal analysis. The scope of the report document is intended to be appropriate for the intended use of the appraisal.

PROFESSIONAL QUALIFICATIONS

STEVEN M. SALMON, MAI

Steve Salmon is an Appraiser with Garland & Salmon, Real Estate Appraisers and Consultants and is active in the appraisal and analysis of single and multi-family residential, commercial office, retail, light industrial, speculative land, development land, and agricultural land. Mr. Salmon is also active in providing valuation services in support of litigation, of properties affected by eminent domain actions, and is practiced in appraising fee and easement interests.

In addition to appraisal, Mr. Salmon is active in the analysis of various complex and special purpose properties; including the valuation of conservation easements, fractional interests, and complex or specialized property highest and best use. Mr. Salmon is certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (AG044622), and holds the MAI designation of the Appraisal Institute. Mr. Salmon was the 2022 President of the Northern California Chapter of the Appraisal Institute and continues to serve on Northern California Chapter of the Appraisal Institutes' California Government Relations Committee and the Spring Conference Committee.

EMPLOYMENT

May - 2021	Principal, Garland & Salmon
May - 2018	Partner, Garland & Salmon
December - 2014	MAI designated Appraiser Employed with Garland and Associates as an Associate Appraiser
August - 2010	State of California Licensed Certified General Appraiser Employed with Garland and Associates as an Associate Appraiser
September - 2006	Employed with Garland and Associates as a Real Estate Analyst
2001-2006	Rent.com - Santa Monica, California - Regional Sales Executive

PROFESSIONAL QUALIFICATIONS

STEVEN M. SALMON, MAI (CONTINUED)

EDUCATION

University Pomona College, Claremont, California, Bachelor of Arts in English (2001)

Appraisal Courses Appraisal Institute:

USPAP Update
Standards of Professional Business Practice & Ethics
Solving Land Valuation Puzzles
Uniform Appraisal Standards for Federal Land Acquisitions
Valuation of Conservation Easements
Application & Interpretation of Simple Linear Regression
Litigation Appraising: Specialized Topics & Applications
Condemnation Appraising: Principles & Applications
The Appraiser as an Expert Witness: Preparation & Testimony
Advanced Applications
Advanced Sales Comparisons & Cost Approaches
Real Estate Finance Statistics and Valuation Modeling
General Appraiser Report Writing and Case Studies
Advanced Income Capitalization
General Appraiser Market Analysis and Highest & Best Use
General Appraiser Site Valuation & Cost Approach
General Appraiser Sale Comparison Approach
Basic Income Capitalization
Basic Appraisal Procedures
Basic Appraisal Principles

RECENT PROFESSIONAL ACTIVITIES

Appraisal Institute - Northern California Chapter:
President (2022)
Treasurer (2021)
Secretary (2020)
Director (2018 - 2019)
Lake Tahoe Conference - Speaker (2022)
Spring Conference - Speaker (2018, 2024)
Commercial Symposium - Speaker (2016)

PROFESSIONAL QUALIFICATIONS

MATTHEW ATWOOD

Matthew Atwood is an Appraiser with Garland & Salmon, Real Estate Appraisers and Consultants and is active in the appraisal and analysis of wide variety of property types, including but not limited to both single and multi-family residences, commercial business parks, commercial office, industrial, retail centers, parking garages, and various subsections of land such as speculative, development, rural and agricultural. Mr. Atwood is also active in providing valuation in support of litigation and of properties affected by eminent domain actions. Areas of practice include, Northern and Central California, with extensive work in the greater Bay Area and Sierra Nevada markets. Additional areas of service have included Oregon, Washington, Alaska, and the Pacific Islands.

Mr. Atwood is certified by the State of California Office of Real Estate Appraisers as a Certified General Real Estate Appraiser (3005100), and is a Candidate for Designation, Appraisal Institute.

EMPLOYMENT

December 2022 - Present	Senior Appraiser, Garland & Salmon
November 2020 - November 2022	Senior Appraiser, Joseph J. Blake & Associates
November 2020	State of California Licensed Certified General Appraiser
April 2017 - November 2020	Trainee Appraiser, Joseph J. Blake & Associates
2016	Sale Development Representative, Boomtrain
2014-2015	Marketing and Sales, Radsport USA

PROFESSIONAL QUALIFICATIONS

MATTHEW ATWOOD (CONTINUED)

EDUCATION

University	University of Oregon, Bachelor of Arts in Business (2014)
Appraisal Courses	Appraisal Institute: Advanced Concepts & Case Studies Advanced Market Analysis and Highest and Best Use Advanced Income Capitalization 2024-2025 National USPAP Update Rural Valuation Basics Federal and California Statutory and Regulatory Laws General Appraiser Sale Comparison Approach General Appraiser Market and Highest & Best Use Business and Ethics General Appraiser Income Approach Part 1 &2 General Appraiser Site Valuation and Cost Approach American Society of Farm Managers and Rural Appraisers: Uniform Appraisal Standards for Federal Land Acquisitions(Yellow Book)

RECENT PROFESSIONAL ACTIVITIES

Appraisal Institute - Northern California Chapter:

East Bay Branch Chair 2023
Tahoe Conference 2022-2023
Fall Conference 2023-2024
New Appraiser Professional Networking Chair 2019-2023
Technology and Networking Chair April 2019-Present

APPRAISAL ASSIGNMENT

In this appraisal assignment, we have formed an opinion of the market value of the fee simple interest in the subject property. The subject property is developed to an improved public courtyard use as an open space amenity within the surrounding Harbor Square commercial development, located in the downtown waterfront district of Suisun City. As an independent site, absent from its historical assemblage with the Harbor Square development, the subject economically competes in the marketplace as a remnant parcel and the property is not sufficient to support a building use, a.

This appraisal is intended to be in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP).

CLIENT, INTENDED USE & USERS

The Client is the City of Suisun. The intended user is the Client and appropriate city staff. The intended use of the appraisal is to serve as a valuation guide for decisions relating to the potential sale of the property.

We do not authorize the use of this appraisal by any other party, or for any other use. Any other parties choosing to utilize this appraisal do so at their own risk, and without the consent of Garland & Salmon.

DATES OF APPRAISAL

October 8, 2024 (date of value)

October 8, 2024 (date of physical inspection)

October 10, 2024 (date of report)

PROPERTY RIGHTS APPRAISED

The subject property is not currently leased and does not compete within the marketplace based on its leased income potential.

As such, this is an appraisal of the fee simple interest in the subject property. *Fee simple interest* is defined as "absolute ownership, unencumbered by any other interest or estate."[1] However, all ownerships are subject to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

DEFINITION OF MARKET VALUE

Market Value is "The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of Financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by
6. special or creative financing or sales concessions granted by anyone associated
7. with the sale. [2]

APPRAISAL PROCESS

An appraisal is defined as the act or process of forming an opinion of value. In this appraisal, we will offer a market value opinion of the fee simple interest in the subject property as of October 8, 2024. In order to estimate the value of the subject, we will analyze those external and internal

[1] *Dictionary of Real Estate Appraisal*, 7th Edition, The Appraisal Institute
[2] *Dictionary of Real Estate Appraisal*, 7th Edition, The Appraisal Institute

salient characteristics of the property. As a means of quantifying value, various marketplace activities will be analyzed.

In this appraisal, we will analyze the available marketplace activity using the Sales Comparison Approach. The Sales Comparison Approach is a direct analysis of sales of comparable properties to draw conclusions regarding the value of the subject property. The market provided sufficient data for a sales comparison analysis.

The other two traditional approaches to value are the Cost and Income Approaches. The Cost Approach can be useful in the appraisals of properties where the dominant value character is building improvements. This is not the case for the subject property, which is improved with site improvements consisting of pavers and an oversized fireplace. The pavers improve the subject site beyond raw dirt; however, these improvements would not be a major value influence for site buyers in this marketplace. Additionally, the oversized fireplace does not provide a clear benefit to a commercial buyer who in our opinion would prefer the improved visibility and access character of the site as if the fireplace were no longer there. The value of the subject predominantly lies within the 6,640 SF of site area, not the site improvements. The omission of the Cost Approach does not impact the reliability of the market value opinion of the subject property.

The subject is not durably leased and would not compete in the site marketplace based on it's potential to generate an income stream. The omission of the Income Approach does not impact the reliability of the market value opinion of the subject property.

Due to the subject's various characteristics, its competitive position in the marketplace is that of a remnant parcel with limited economic uses. There is limited economic stimulus with the downtown waterfront Suisun City marketplace with a number of parcels that are more suitable and desirable for development of a building or site use, yet they remain vacant and undeveloped. These economic conditions and multiple subject-level characteristics result in the subject's competitive position in the marketplace to be highly limited. Outside its potential for assemblage with Harbor Square with a likely buyer of the subject property is a speculative buyer, or site-based commercial user.

During the course of this analysis, we interviewed persons knowledgeable about this marketplace or specific segments of the marketplace, including active real estate brokers, property buyers and sellers, other appraisers, and government officials. We have relied on available public documents, including recorded documents, general plan, and zoning information.

In addition, we have relied on factual information in our files that was gathered over time during the course of practicing in the appraisal field in this market area. We then independently analyzed the data collected to arrive at various conclusions and estimates regarding the subject property.

LEGAL DESCRIPTIONS

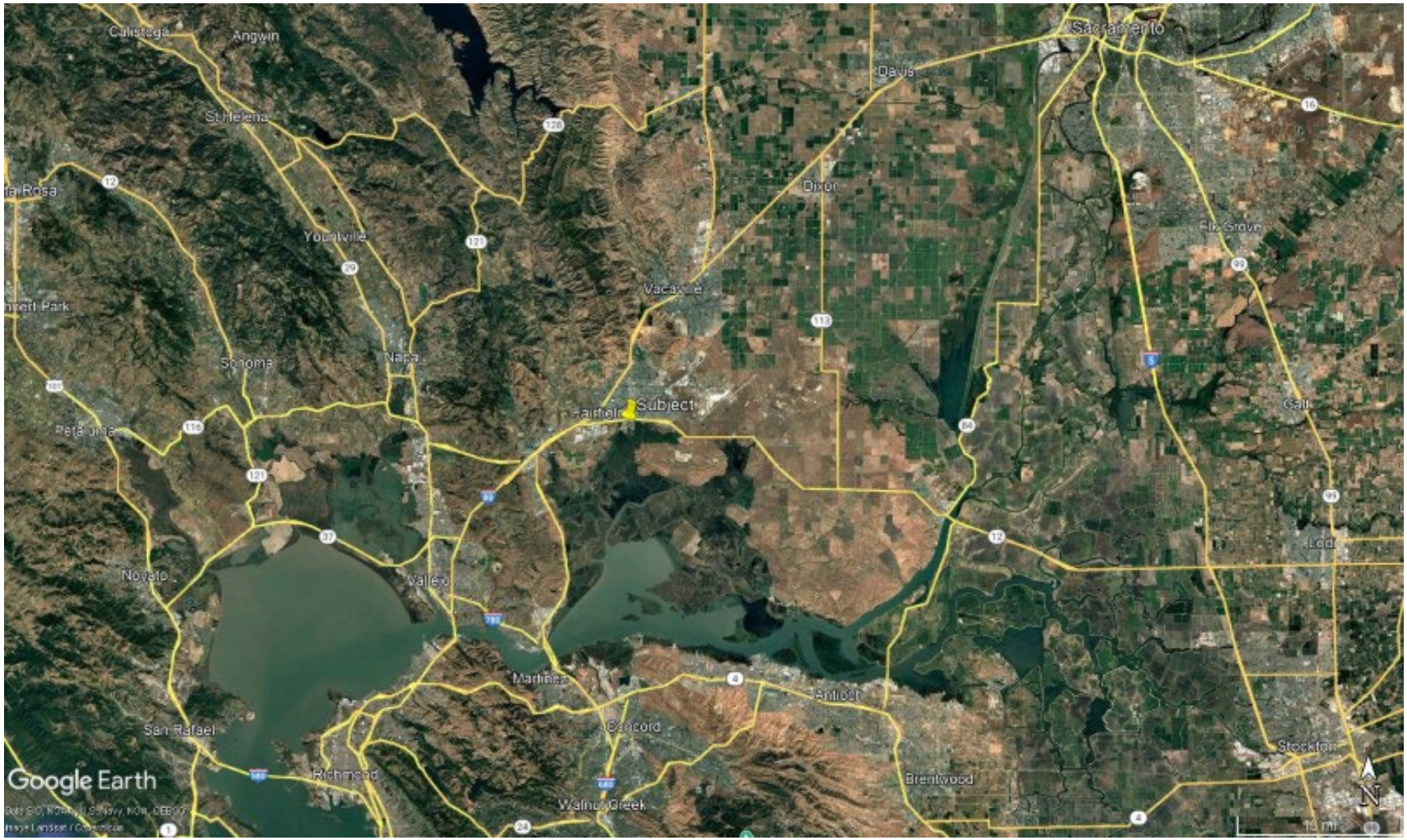
The Client provided a draft copy of the proposed parcel map and legal description for the subject, labeled Parcel A (includes Fireplace). Based on this draft survey, the subject is not reported to feature an Assessor Parcel Number. We have relied upon the information provided by the Client identifying the subject parcel and have assumed that the subject is a legal parcel and could be sold.

A copy of this draft survey and legal description are located in the Addenda. A highlighted parcel map and aerial depiction of the subject are located in the property overview section of this report.

LOCATION

The subject property is located in the City of Suisun City, in Solano County, California. More specifically, the site is located in the heart of the City of Suisun City Downtown Waterfront District within the center of the downtown block bordered by Main Street to the west, Kellogg Street to the east, Solano Street to the north, and Morgan Street to the south. The subject does not have a reported street address and does not front to a public street. A map of the subject's location in relation to the larger region is on the following page.

Regional Map



SOLANO COUNTY & SUISUN CITY/FAIRFIELD MARKET AREA OVERVIEW

The purpose of this report section is to highlight and provide historical information on economic issues that are relevant to the area economy on the date of value, and in relevant real estate marketplaces. Solano County is located roughly midway between San Francisco to the southwest and Sacramento to the northeast, and is the most eastern of the San Francisco Bay Area's nine counties.

The majority of the urban areas in Solano County are positioned along Interstate Freeways-80 and -680, which converge in the center of the county. An area map of the subject in relation to the county is located on the following page.

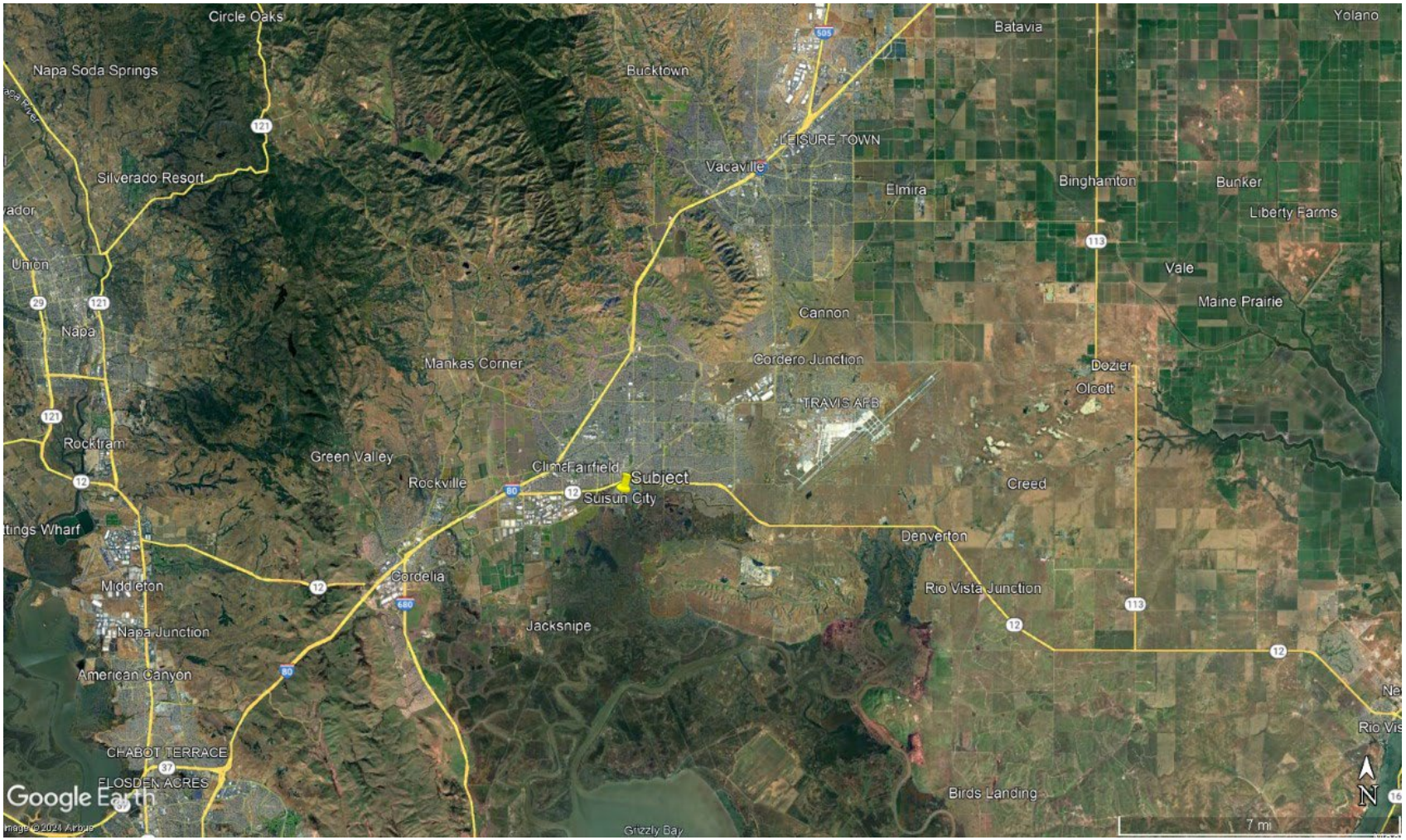
The major element of growth in Solano County has been migration into the county by both businesses and families. The county offers rare circumstances found nowhere else in the San Francisco Bay Area, most notably relatively affordable housing, available and reasonably priced land, nearby educational opportunities, and a wide variety of recreational activities.

Geographically, Solano County extends from Vallejo on the southwest to Dixon on the northeast, but locally the county is referred to as southern Solano County and northern Solano County. Southern Solano County is located adjacent to the Sacramento River Delta, Suisun Bay, and San Pablo Bay, and consists of the three waterfront communities of Vallejo, Benicia and Rio Vista. Northern Solano County consists of the county seat city of Fairfield and the cities of Suisun City, Vacaville and Dixon.

Regionally, Solano County is a secondary market area that is located on the fringe of the core Bay Area; historically it has been the least affluent of the nine Bay Area counties, and has historically developed to provide lower cost suburban housing for workers commuting to employment centers located in core Bay Area market areas, and to a lesser extent to Sacramento market area employment centers.

The subject property is located in Suisun City. Adjacent Fairfield is the 2nd largest city, and is the County seat. Based on ABAG and other population studies, it is anticipated that work centers within a 1-hour commute of the Fairfield-Suisun area are expected to remain strong throughout the decade.

Location Map



GARLAND & SALMON

This area is particularly appealing to households who split the commute between the major employment centers of Contra Costa County/the inner Bay Area and the Sacramento area. In addition, families are attracted to moving to the Fairfield-Suisun area from larger and more expensive population centers to avoid congestion, air pollution, crime, poor schools and to improve the general quality of life.

Major corporations having a profound signature presence in the Fairfield-Suisun area include Anheuser-Busch and the Jelly Belly Candy Company that manufactures the world-renowned Jelly Belly jelly beans, and several healthcare service providers including North Bay Health Care, Kaiser Permanent, and Partnership Healthplan.

Travis Air Force Base, a major area employer, is clearly increasing in importance and thus would appear to indicate that the future of Travis is relatively secure. Travis is the primary Air Mobility Command base for the United States west coast, and the Base is also the host of other large aircraft missions for both the Army and Navy.

The subject property is located in Suisun City, between Fairfield on the north and the protected Suisun Marsh on the south. The location of the Suisun City along the waterfront offers a unique opportunity for waterfront development; this has only been explored during the past two decades. Very limited waterfront property is available for development in the Bay Area counties. With the anticipated growth patterns in Solano County, high profile development of the Suisun waterfront has been of increasing interest but has yet to materialize during the last decade.

In 1983 Suisun City adopted a specific plan for the historic and waterfront areas to revitalize and rehabilitate Old-Town and the waterfront area. The specific plan included a working waterfront, a historic and viable Main Street area, and an Amtrak rail station. The Amtrak station is on the Capitol Corridor route, which serves the East Bay area and the Sacramento Metroplex, and extends from San Jose to Auburn.

The marina-oriented waterfront has become a popular recreational destination for local residents and those residing outside the area. It is clear that Suisun has made positive strides in increasing the social and economic viability of Suisun City since the 1980s, and it also has been successful in establishing an identity separate from that of Fairfield. The city leaders of Suisun City have

made a strong effort to promote the new Waterfront District in Suisun City, and numerous festivals, events and summer music concerts are successfully raising the area's profile.

However, Suisun City has not seen the growth or increased positive image that was once projected. There has been limited meaningful new development that has significantly improved demand or increased traffic for the downtown waterfront area. Commercial space located in the Harbor Square development has long sat vacant, with other commercial developments within the immediate area remaining vacant year-after-year. There are also a number of vacant lots ready for development, but there has been limited meaningful development beyond the two developments addressed below. While the local restaurants have continued to draw patrons, the overall downtown waterfront area has not seen a substantial expansion of development demand, or improved market perception that warrants substantial new development.

The only two major projects in Suisun City downtown waterfront district are the Solano Transportation Authority new office building at 432 Main Street, and a 71-unit residential development located on Cordelia Street, Chrystal School site west of downtown, that is still being built-out and sold. While these indicate some demand, the Transportation Authority is a public agency and its development does not directly correlate to market demand or feasibility for a private market investor.

The 71-unit project was commenced during the peak of the residential market in 2021, and while the current conditions for such development are inferior to 2021, the project is still moving forward with home sales in $600,000s to $700,000s. It should be considered that there are other larger-scale multi-family projects in Suisun City which are located outside the subject's competitive market area that indicate more regional multi-family development activity.

We note that FEMA flood plain mapping for the downtown waterfront of Suisun City has likely impacted developer interest and the financial feasibility of new development. A large portion of this area is under the Zone AE flood plain designation that requires flood insurance or that improvements be built above the flood level, increasing site development costs and increasing the overall project risk of bringing a new project to fruition.

Overall, the Waterfront District Specific Plan and the area it encompasses west of Suisun Slough has struggled to make positive strides over the last growth cycle. Historically, the area was seen

as a positive move forward for the city, but it has yet to realize its full potential. As a result, market perceptions are still muted, with hope for more development and growth in this sector over the long term.

Commercial Marketplace Overview

We would like to share our perspective on the current state of the regional commercial real estate market and how this perspective will inform our analysis. Following the 2008 recession, the overall marketplace stabilized in the second half of 2011 when positive absorption began occurring; albeit with modest annual absorption levels. With strong growth in the residential market in 2015-2018, the broader commercial market saw year-over-year appreciation going into 2020.

The commercial real estate market was impacted by the Covid-19 pandemic with the varying property types, classes, and markets all experiencing different levels of disruption or growth. A notable change has been the focus on housing as housing prices saw record breaking appreciation in a short period of time. In other commercial sectors the impacts were less positive, with stay-at-home orders, office property and some retail uses struggled to maintain economic feasibility.

As of spring 2023, the volatility related to the pandemic largely left the market and the focus shifted to high interest rates and recessionary fears. Investors became more concerned about risk, and there were fewer dollars available in the marketplace. With interest rate cuts beginning in September of 2024, the worry of long term inflation has started to subside, but recessionary fears remain as a 'soft landing' is still uncertain. While most market segments have returned to near pre-pandemic levels of stability, office properties are still suffering from lack of demand, and retail is continuing to experience contracted demand that likely stems from a move to online shopping and away from historical retail sectors.

Marketplace tolerance for risk has remained low; despite continued demand and resilient values for prime assets, participants continue to prefer to compete for prime assets rather than attempt unproven, or secondary assets. It appears that until competition for prime assets boils over, the secondary and tertiary asset marketplaces will continue to see underwhelming levels of demand and absorption.

REMNANT PARCEL OVERVIEW

The subject parcel was developed as a public amenity for the surrounding Harbor Square development and features 6,640 gross square feet with an irregular shape and poor access. Within the broader marketplace, the subject is considered to be a remnant parcel. The definition of a remnant is:

> "A remainder that has negligible economic utility or value due to its size, shape, or other detrimental characteristics; also called uneconomic remainder or uneconomic remnant."[3]

Often, a remnant parcel refers to a fragment of land left over after a property has been developed, sold, or otherwise repurposed, such as the subject as separated from its historically assemblage with the Harbor Square commercial property. These remnant parcels are often the byproduct of urban development, infrastructure or utility projects, and/or land subdivision. Once separated, they have a more limited economic utility as a standalone property that often, the only remaining reasonable use is for assemblage with an adjacent property.

With assemblage being the driving buyer motivation and use of remnant parcels, the likely pool of potential buyers is often limited to only those adjacent property owners who would benefit from assemblage. Having fewer potential assemblage buyers, and/or limited economic utility of the assembled larger parcel, also impacts the value of remnant parcels. If a remnant property only has one adjacent owner who would benefit from assembling their larger property with the remnant, the pool of potential buyers shrinks to one and impacts pricing; as without any buyer competition, a buyer has to only outbid the marketplace of speculative land buyers.

These speculative buyers see future value potential despite current limitations and lack of a competitive marketplace. By purchasing a parcel at a low or nominal price, speculators hope that values will increase over time, allowing them to sell at a profit. However, the appeal of remnant parcels to such buyers is tempered by higher risk and uncertainty of any future returns. The utility of these parcels is often severely restricted by both physical and legal constraints, making any investment highly speculative, resulting in limited value.

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[3] *The Dictionary of Real Estate Appraisal, 7th Edition*, Appraisal Institute

As a result, speculative buyers do not represent the primary market for remnant parcels as they are less motivated than assemblage buyers. Their participation tends to be sporadic, and their presence in the market often correlates with lower transaction prices.

Key characteristics of remnant parcels include:

- Size and Shape: For real estate to be economically feasible, it first has to have a physically and legally possible use. Remnant parcels are often first recognized by their smaller-than-typical size or irregular shapes, which substantially limits their potential uses. Remnant parcels are typically of a size that is considered too small to be feasibly developed for residential, commercial, or agricultural uses. The actual size can vary greatly as remnant parcels can be quite large at times, but could still be uneconomical and infeasible for development in their respective market segments.

  Size and shape go hand-in-hand, as a property's final shape or dimensions can result in even a relatively larger parcel being unusable. This can be seen with long remnant rail or utility properties that are very narrow, 5’ to 30' wide, but very long, resulting in an overall larger parcel size that is unusable due to its narrow width. Beyond the physical limitations of a parcel's shape, legal restrictions from local jurisdictions can require both size and shape to meet minimum requirements for legal development.

  Parcels with unusual sizes and shapes that do not conform to market demand or regulatory zoning building codes are typically classified as remnant parcels. These properties unique dimensions and configurations significantly constrain their physical and legal uses. This limitation often renders them economically impractical to develop or use independently. As a result, their primary value often lies in the possibility of assemblage, where combining them with adjacent properties may enhance their utility and appeal.

- Legal Status: As mentioned, the size and shape of remnant parcels often do not conform to current zoning or development regulations. This is typically limited by minimum parcel size or required setbacks, which effectively shrink the developable envelope to an

infeasible size. Local jurisdictions try to coordinate compatible development, and remnant parcels with their irregularities are often not well suited for standalone legal development, leading to their limited usability.

- Potential Buyers: As assemblage is often seen as the highest and best use of uneconomic remnant parcels, the size of its competitive pool of likely buyers is dictated by the number of adjacent owners. A sale involving a remnant parcel surrounded by multiple adjacent owners, each potentially benefiting from its incorporation into a larger parcel, tends to attract more competition and result in higher prices. Conversely, when there are fewer or no adjacent owners interested in assemblage, the competitive landscape narrows, giving buyers an advantage in negotiations and typically leading to lower sale prices. In situations with minimal to no interest from potential assemblage buyers, speculators are more likely to enter the market, although at this level, prices are generally at their lowest due to the reduced seller leverage.

In our review of sales from the region over the last 10 to 15 years and interviews with brokers in this segment, we found that widespread and long-term value growth of remnant parcels is not evident in the marketplace. There are few annual transactions of remnant parcels, and these transactions do not typically follow other market trends or are not impacted by market conditions for the broader real estate markets or economy. With such a limited number of annual transactions and higher variability between remnant parcels and the corresponding buyer motivations, there is limited market data to analyze. Overall, when remnant parcels are openly marketed, there are few potential buyers beyond those that are motivated by assemblage, and due to the limited market of buyers for remnant parcels, they often sell for more nominal values.

Assemblage Potential

As the Client requested a market value for the subject property and not a value in use, we have not valued the subject property in relation to its assemblage potential with the Harbor Square property. However, we will now provide a brief overview of the assemblage potential of the subject property as a way for the Client to better understand the subject's position. As noted above, with remnant type parcels, often their highest and best use is assemblage with an adjacent

buyer who could enhance the economic utility of the property integrating it with their existing economic use.

The only potential assemblage buyer for the subject property is the owner of Harbor Square, the 38,699 SF commercial building that wraps around three sides of the subject property. Originally developed with the Redevelopment Agency of Suisun City, this project has historically suffered to fully lease and currently shows signs of deferred maintenance. Harbor Square is the only private land owner that abuts the subject, and the only commercial use adjacent to the subject that would benefit from assembling the subject property with their property.

Harbor Square's tenants have historically utilized the courtyard for restaurant or event space. As covered in our specific assumption, we were informed that the subject property is not currently leased to Harbor Square's tenants or building owners. It is likely that the building's tenants, who have used the subject courtyard in the past, would be interested in continued use. While these tenants might be interested in the subject property for their integrated business use, they lease space in Harbor Square and do not own the underlying real estate. As such, a tenant of Harbor Square purchasing the subject courtyard land might not make sense as the tenant is not tied to their leased space in Harbor Square, and they could not be renewed and/or forced to relocate. At which time, ownership of the courtyard would no longer be beneficial to their business use.

For the owners of Harbor Square, owning the subject courtyard could allow them to generate additional rental income from leasing the courtyard area to their tenants and/or for other integrated uses associated with the building. Additionally, if Harbor Square owned the subject property, they would have improved control over access to the courtyard and be able to enforce security of their property more efficiently, as there have been reports of trespassing on the building to the south of the subject.

We note that the Harbor Square property is currently up for sale as of the writing of this report. The property owners might be more willing to acquire the property prior to a sale as it would provide a value-add to a future buyer and improve marketability.

Overall, Harbor Square is the only clear potential assemblage buyer for the subject property as there are no other adjacent commercial users. While the courtyard would integrate well with the mixed-use commercial building that has historically utilized the space, with only one potential

assemblage buyer there could be a lack of competition for the subject if not exposed to the open market.

Market Analysis Summary

The subject features a number of characteristics related to remnant parcels, it was developed as a public use space associated with but not legally tied to the Harbor Square development. As will be covered in this report, the subject does feature some potential economic uses, but due to the economic conditions found within the downtown waterfront area of Suisun City, such uses would be speculative at this time. While there is a potential assemblage buyer, our valuation is not based on its value in use to the likely assemblage buyer, it is based on the market value of the property as an independent site to the larger marketplace of potential buyers. We will consider the subject's property level characteristics as well as the external economic and market conditions in our valuation.

SUBJECT PROPERTY DESCRIPTION

History

The subject property was developed alongside the Harbor Square building in 2008 as a public courtyard amenity for the building. The Redevelopment Agency of Suisun City orchestrated the development of the subject in hopes of creating a more prosperous waterfront downtown area with increased traffic flows and economic stimulus, and to support the larger Harbor Square development in hopes it would spur additional high density mixed-use development in the downtown waterfront market area. The subject property has been utilized by tenants of the Harbor Square development for restaurant/bar outdoor space and event space. The City has also used it as an event space associated with seasonal events.

The client reported no listings for sale or offers made on the subject property within the last three years.

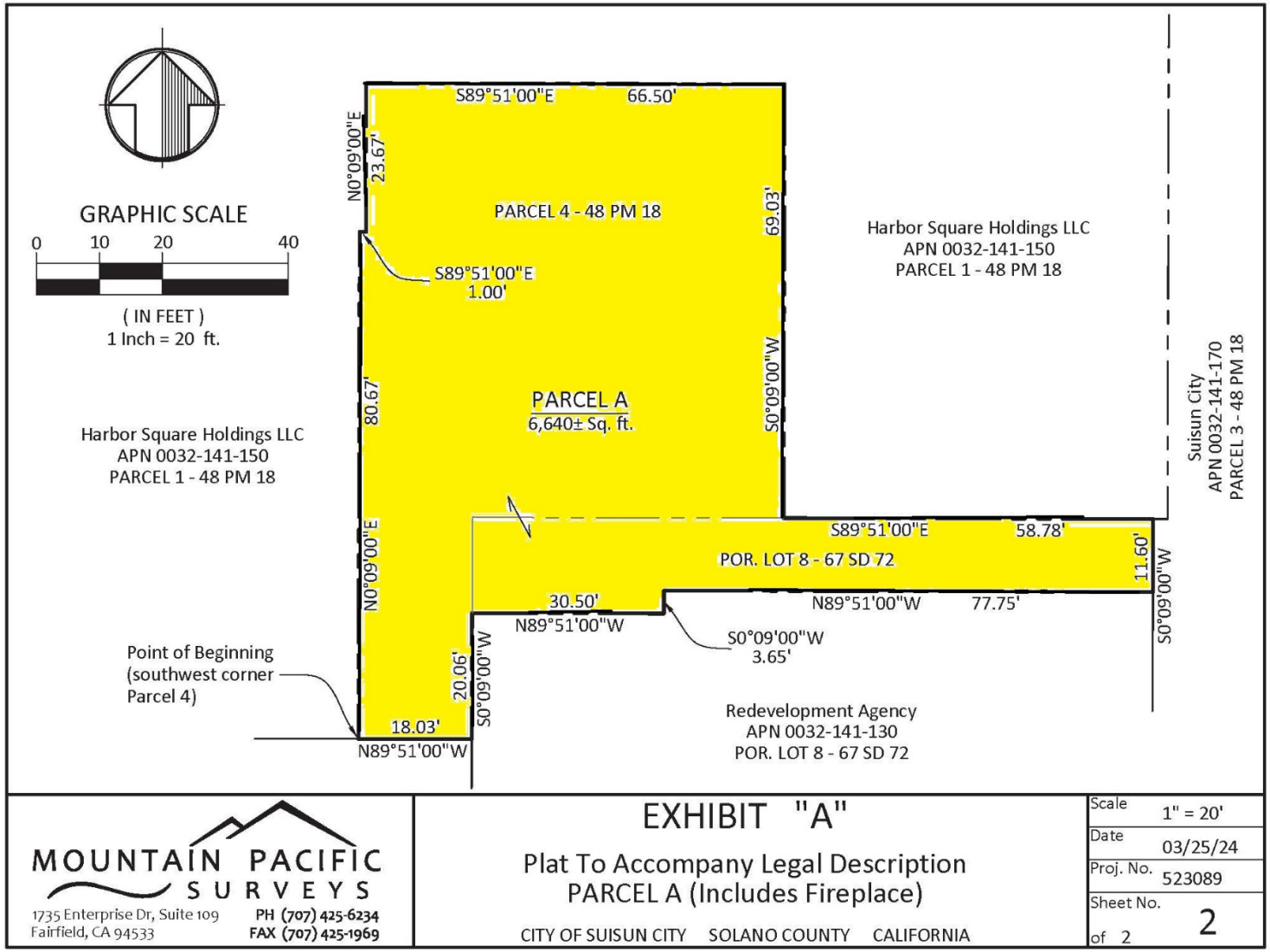
A highlighted map of the subject and an aerial image are shown on the following pages.

Site

The subject property is a 6,640 SF courtyard situated between the Harbor Square development and the Lawler House property, limiting its street visibility and creating challenges for access. The client provided the square footage figure in a draft survey of the subject site with the fireplace included, and this draft survey has been relied upon for this report.

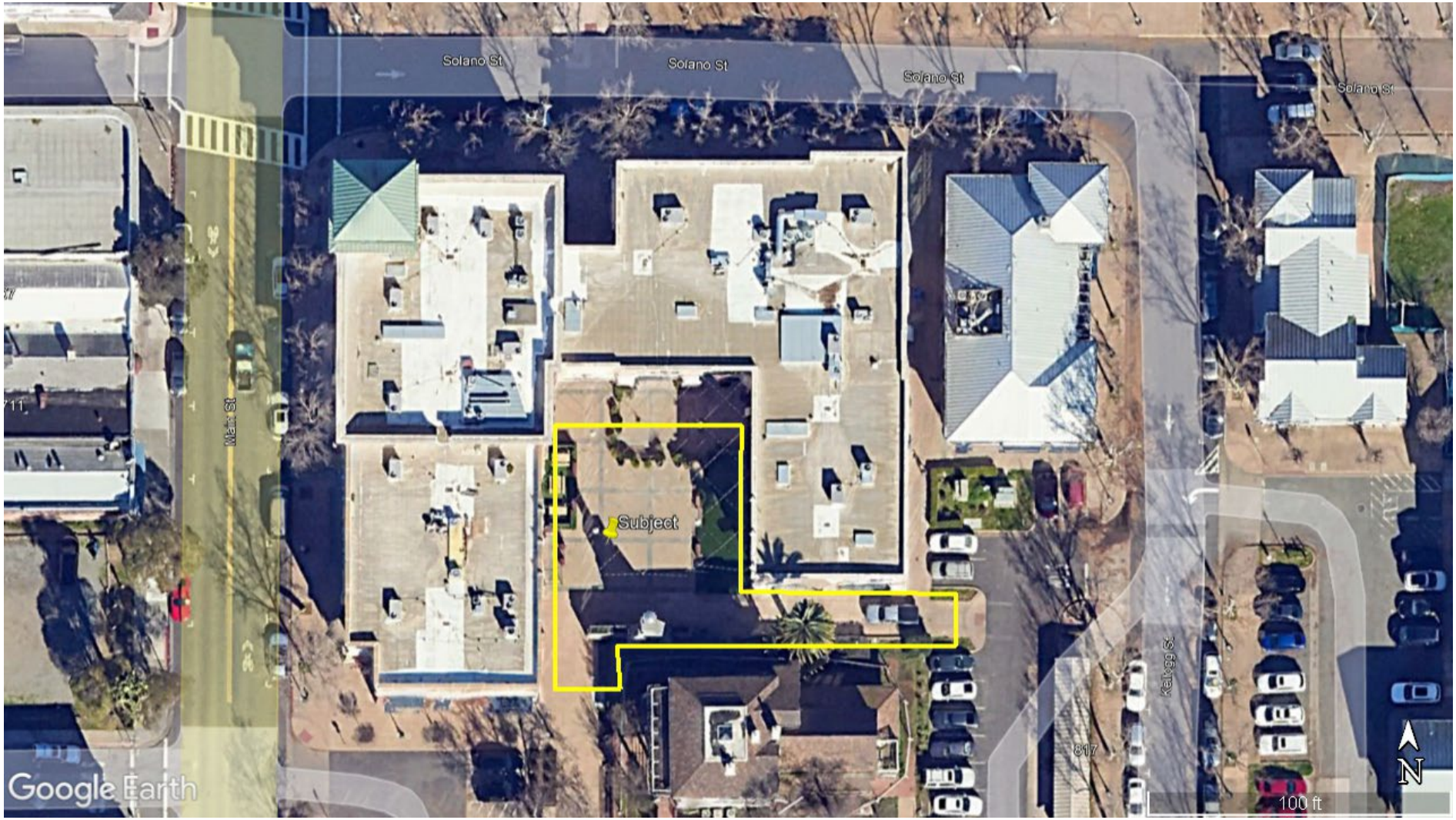
We were not provided a Preliminary Tile Report. It was reported to us that the only easements are for access and building maintenance easements, and they are located around the edge of the subject property adjacent to the Harbor Square building. To our knowledge, the subject property was not surveyed and the exact location of the property lines in relation to the Harbor Square building have not been provided to us. Based on the information available, the subject property encompasses the vast majority of the courtyard area with a nominal area around the building under the ownership of Harbor Square.

Subject Maps



GARLAND & SALMON

Aerial Depiction



We have created the above aerial depiction of the subject parcel based on our interpretation of the draft survey we were provided. The exact location of property lines has not been identified and this image should only be used as a general reference.

GARLAND & SALMON

The subject site is generally level and at grade, improved with pavers and an overside fireplace. The parcel is irregularly shaped, with the main courtyard area in the middle and two extensions connecting the subject to the adjacent parking lots to the southwest and east. The atypical site layout and overall size restrict its potential for being developed with a building use. The subject's irregular shape and position surrounded by the Harbor Square development are characteristics more often found with remnant parcels, and not independently developable commercial sites.

Access

Access to the subject is currently from the southwestern parking lot, the eastern parking lot, and from the north, through a large pedestrian archway in the Harbor Square building. The subject is located within the core of the downtown waterfront of Suisun City, and within a central block surrounded by surface streets supplying general access to this part of the city. The property's general location within the city and near the waterfront is well-positioned, offering synergy with the other adjacent commercial uses. However, its direct access, lack of visibility, and exposure is less favorable for a standalone commercial use.

While there is an access route through the archway of Harbor Square, to our knowledge, there is no legal access easement for the benefit of the subject. This archway access is the only access physically large enough for a large vehicle or truck to access the subject. To a potential buyer of the subject, this lack of perfected access that is sufficient in size limits the subject's legal and physical development potential. Without an agreement for this archway access, the legal access for the subject is limited to the two more narrow access points to the southwest and east.

Based on the parcel map provided, the subject property abuts Suisun City owned public parking lots to the southwest and east, which would provide the only legal access to the subject property. The access point to the southwest is constricted by the Harbor Square building and the subject's oversized fireplace, leaving a narrow entryway to the courtyard. The eastern access point from the parking lot is slightly larger than the southwest access point and has historically been used as a pedestrian walkway. This access point could potentially allow vehicular access but would not be considered a standard access point for a site-based commercial use as it is too narrow and historically supported only a pedestrian access point to the courtyard.

The subject's physical and legal access characteristics are below market standard for a commercially zoned site. The best access point, the archway through Harbor Square, is not a legal access point, and the two remaining access points are legal but constrained in their size and ease of use. Overall, the access is likely not sufficient for developing a building use, and is less preferred for a site-based use.

Visibility

Due to the subject's oversized fireplace and position between the Harbor Square development and the old Lawler House building, the visibility of the parcel is significantly limited. The property suffers from a restricted filtered view, with limited exposure to street traffic. This lack of visibility could be a major disadvantage for businesses that rely on high foot traffic and street presence to attract customers, diminishing the site's commercial potential for these uses.

While there is some direct visibility through the Harbor Square archway, this would be considered the only and main point of visibility for the courtyard and a courtyard user. The two access points from the parking lots are narrow and would not provide a clear view of the courtyard area for street traffic. The visibility is further compromised by the positioning and size of the subject's oversized fireplace, resulting in an obstructed or filtered view of the central courtyard. Regarding drive-by traffic, the subject property is almost entirely hidden from view, posing a significant challenge for a potential commercial use of the subject site. This lack of visibility could be a major obstacle, particularly in a marketplace that has struggled with commercial viability.

Site Improvements

Based on the provided legal description of the subject and an alternative parcel layout, the fireplace developed on the subject property occupies 244± SF or 4% of the subject site. This 20+ foot tall fireplace is roughly 30 foot long and located on the southern side of the courtyard. This fireplace is made of decorative stone and appears to have been developed to create an improved aesthetic within the courtyard. The size and location of the fireplace constricts access from the southwest and east while also limiting the visibility of the courtyard from the south. This impacts both physical access and the commercial potential of the subject site, without offering a clear benefit to a commercial user.

Having the fireplace on the property can elevate ownership costs because of the additional operation, maintenance, liability, and insurance expenses. We have not been provided with any historical costs for operating the fireplace and based on our understanding, the utilities for the fireplace are independently controlled on the subject property. Historically the fireplace amenity has been minimally used, and has not generated increase commercial synergy for the Harbor Square development as originally intended.

The subject's oversized fireplace impacts the sites marketability and potential uses. While it may have been designed with the intention of enhancing the public space, positioned on the south side of the courtyard, it obstructs both the view of the courtyard and the legal access points, limiting visibility and entry to the property. For activities such as farmers markets or food trucks, visibility from nearby streets and traffic is crucial for attracting foot traffic and customers. Unfortunately, the fireplace further restricts the already poor visibility of the subject, leaving the property tucked away. The limited exposure to external traffic patterns diminishes the site's potential for a commercial site-based use, where ease of accessibility and good visibility are necessary.

While we have considered that the fireplace conceals the damaged Lawler House from view, this benefit is outweighed by its negative impact on the overall site. The oversized fireplace introduces more challenges than benefits, as its presence detracts from the functional use of the space. Its negative impact on accessibility, visibility, and site functionality would likely diminish the property's appeal and weigh heavily on potential buyers, ultimately affecting both its value and marketability.

The remainder of the subject is improved to a finished grade with large pavers that are typical of a commercial courtyard. The pavers take up 6,396± SF of the subject and provide for a quality finished look, and is superior to raw unfinished dirt lots in support of a site-based use. In our analysis, we will consider the impacts of these pavers in relation to the subject's position within its competitive marketplace and its overall value.

Utilities

The subject site is improved with a natural gas line to supply the oversized fireplace. While utilities are believed to be available to the site, it is uncertain if power or water utilities have been extended as of the date value.

General Plan & Zoning

The City of Suisun City zoning of the subject is DW, Downtown Waterfront. This signifies the subject is within the Suisun City Downtown Waterfront Specific Plan area. Within the Downtown Waterfront Specific Plan the subject site is zoned MSMU; Main Street Mixed-use.

The zoning allows commercial use, with residential being a conditionally permitted use. The zoning does not expressly limit site uses, but they are not listed as permitted uses. The intent of the zoning is to create a mixed-use downtown core with street facing uses. The MSMU zoning allows for residential use consistent with Residential High Density (RHD) zones; allowing for 24-54 dwelling units per acre.

The subject's MSMU zoning allows for up to 100% site coverage ratio, with a maximum building height of 50 feet, and a maximum Floor Area Ratio (FAR) of 2.0. Lot area minimum is required at 2,500 SF, with a width of 40' and depth of 60'. The subject parcel, while irregularly shaped, provides a 40' by 60' area within the courtyard, however this does not necessarily allow for building development of the subject parcel. The allowable setbacks range from 15' max to no setbacks required, thus allowing a potential for 100% coverage.

Additionally, zoning code requires a maximum of up to one parking space per 300 SF of commercial development, however, no minimum parking requirement is stated. Suisun City Staff have previously reported that parking requirements are more flexible for commercial use, but residential development requires onsite parking.

The Suisun City General Plan designation of the subject property is Specific Plan, denoting the subject is within the Downtown Waterfront Specific Plan Area. The current zoning of the subject is believed to effectively be in conformance with the General Plan. There is no reported plans for a zoning change.

Taxes

The subject is owned by a public entity and not subject to property taxes. California law requests the Assessor to reassess a property upon sale, and current levels of assessment are of no consequence to a potential buyer of the subject property.

Flood Information

The applicable Federal Emergency Management Agency (FEMA) Insurance Rate Maps for the subject property is 06095C0456F, dated August 30, 2016. The subject appears to be partially within a FEMA Zone X. This indicates the subject could be in a high risk area, and flood insurance purchase requirements and floodplain management standards could apply. Therefore, we suggest any user of this report attain a FEMA Flood Map declaration to confirm the location of the flood plain in relation to the property. Flood risk does not typically impact site-based uses as it would a building use.

Seismic Information

This area is not located in a designated Alquist-Priolo Earthquake Fault Zone, although all areas of California are subject to seismic activity.

Environmental Considerations

We were not provided with an environmental report covering the subject property. No obvious signs of environmental contamination were observed during the physical inspection. The subject property has no documented environmental issues, and our general limiting condition regarding environmental matters applies in this case, which is that the property is essentially free from environmental or hazardous substance issues.

Potential Uses

The subject property could be well suited for site-based uses such as weddings or other public/private events, as there is some commercial synergy with the nearby parks and businesses. It could also be used for a food truck venue, but the previously described lack of visibility and ease of access for a bigger vehicle could negatively impact the utility of the property for

commercial uses that relies on foot traffic, such as food trucks, sales kiosks, farmers markets, and makers fairs.

As previously noted, the courtyard has been used by tenants of Harbor Square for restaurant/bar and event space. The subject could potentially lease space to these users. While there could be other potential site-based uses for the subject, based on the broader market for properties similar to that of the subject, there are only a limited number of clear economic uses. Any of these potential uses could provide for an income stream for the property owner but would also likely require additional operating costs in the way of insurance, maintenance, and management.

The modest economic utility of property to the larger marketplace of buyers indicates limited income stream potential after operating expenses, and in our opinion a buyer would purchase the site to use/control, and not lease an income producing asset.

As a result of the subject's relative size and position in the market, its potential for income stream after operating expenses and taxes would likely be relatively nominal to the land owner.

Property Character Summary

The subject property is a 6,640 SF courtyard remnant parcel surrounded by the Harbor Square development, notably impacted by its oversized fireplace. Given the economic conditions of its competitive market and constrained legal access, building development on the site appears unlikely. Instead, the property competes based on potential site-based uses, though these are also hindered by restricted access, limited visibility, and the fireplace. Overall, the subject is an atypical parcel with few viable economic uses, competing in a market with limited demand for properties of this nature.

HIGHEST AND BEST USE

Highest and best use is defined as: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible and results in the highest value."[4]

There are four essential steps in analyzing highest and best use. The use must be a possible use, or physically possible on the site. It must be a permissible use, or a use permissible by current zoning and other restrictions or with the reasonable probability that a change in zoning or other restrictions may occur in the future. It must be a feasible use, or the use which produces a net return to the owner of the land. Finally, it must be a maximally productive use, or the use that produces the highest net return and the highest present value.

Existing improvements may limit the highest and best use of a site as-if vacant, while the subject features some site improvements, similar properties trade on their underlying land values. As such, a separate analysis of the subject as-improved is not necessary.

Highest & Best Use As-If Vacant

Physically Possible

Physical uses of a site are related to its location, size, shape, and topography. The subject is located within the Suisun City Downtown Waterfront District, an area that features a variety of commercial mixed-use buildings and residential uses along the periphery. This area also features a number Suisun City owned parcels and a number of privately owned vacant or undeveloped lots.

The subject property's location near the I-80 regional transportation corridor provides regional market area linkages to employment centers within the Sacramento Metroplex to the east and the greater Bay Area to the west. The property also has desirable pedestrian linkage attributes to the Fairfield/Suisun Train station. The train station is on the Capital Corridor network; the network has train stops as far south as San Jose, travels up the East Bay corridor, and extends to the larger Sacramento Metroplex.

[4] *The Appraisal of Real Estate*, 12th Edition, The Appraisal Institute

With the robust strength of the South Bay and East Bay Area employment centers and the increasing strength of the Sacramento Metroplex employment centers, the rail station appears to be a desirable amenity within the Waterfront District. However, the Fairfield/Vacaville Station located to the northeast of Fairfield, has grown in importance and as such, the Fairfield/Suisun station has a lower draw. The Suisun City location of the subject property, as a suburban residential commuter location, is generally sufficient to support residential uses.

Commercial development in the downtown waterfront district has historically been lackluster; despite its desirable aesthetics, it is a less trafficked destination-oriented location. The market downtown has grown in spurts, with no continuous push towards substantial new development. This market has historically had speculative investors interested in future potential, but the lack of consistent historical growth has hampered investor interest.

The site contains 6,640 SF, is irregular in shape, and is adjacent to city parking lots that provide access to Main Street and Kellogg Street. The property has access to urban services, and it is anticipated that these services have sufficient capacity to support an economical use of the subject property.

The physical access to the subject is constrained to three access points over adjacent properties as the property does not directly front a public street. Physical development of the subject would have to contend with these access points being atypical and potentially insufficient to construct a building improvement. Additionally, the subject's size and shape result in only the middle courtyard area having sufficient space to physically accommodate a building use, resulting in a smaller overall building envelope than the total square footage would indicate. For the subject, a commercial or residential building use would be physically possible but challenging to accomplish.

A more site-based use is physically possible as long as it can contend with the constrained access points. However, the lack of visibility from the courtyard due to the Harbor Square building, the Lawler House property, and the subject's oversized fireplace would likely impact a site user who relies on foot or vehicle traffic for their business. A commercial site use could be physically possible, but not all site-based uses would be well suited for the subject property.

The subject has historically supported a public open space use and has been used by the tenants of Harbor Square for outside seating and event space.

Legally Permissible

Local zoning ordinances, private restrictions, and other legal restrictions limit the potential uses of a site. The subject property is located within the Suisun City Downtown Waterfront Specific Plan area and is zoned as Main Street Mixed-use; which allows for a variety of commercial uses with residential being a conditionally permitted use. The current zoning of the subject is believed to effectively be in conformance with the General Plan, and there are no known zoning changes planed.

We have reviewed the development standards for the subject's zoning jurisdiction, and it appears that the subject could legally be developed with a commercial building based on these requirements. However, it is unclear if the subject property has legally sufficient access to be building developed. The subject property currently only has legal access from the southwest and east sides, both narrow and constrained walkways that might not provide sufficient access points for necessary legal ingress/egress, parking, and/or emergency services.

Based on our review of the zoning code, it appears possible that the subject could legally support a commercial development, but gaining approvals might be more challenging given its atypical remnant character. Residential development likely would require parking and therefore, is not likely to be permitted due to the subject's constrained access character and limited size.

While not specifically outlined in the zoning code, a commercial site use is likely to be legally permissible for the subject site. A more site-based use typically requires a permit for operation, such as a food truck or a farmers' market. Additionally, if the subject was to lease space to tenants of Harbor Square, it would likely require a use permit. While it is not written in the zoning if such site-based uses would be expressly permitted by Suisun City, the marketplace of site users would likely expect that legal permission could be attained for such a use, as such uses are more typically approved within the wider market area.

Financially Feasible

Analysis for financially feasible uses, as if vacant, for the subject involves consideration of several criteria. Unlike the physically possible and legally permissible aspects of the highest and best use analysis, many external economic factors prove or disprove a use's financial feasibility in relation to the subject and its marketplace.

At this time, single family residential and multi-family residential construction is actively occurring in Suisun City. While the market environs support residential development in the broader region, the marketplace is not robust at this time, and there is limited development occurring in the immediate Suisun City Downtown Waterfront District in the current market environs. It appears there is greater levels of demand for larger residential development sites; with limited demand and no significant development observed for smaller, downtown infill development sites.

While residential demand is generally supported in the wider market area, the subject site features constrained access and an irregular shape that would make it legally challenging to approve. Furthermore, it’s smaller sized development envelope would likely not provide for a sufficient density to off-set the increased costs of development on such a challenging site. As such, a residential development of the subject site is not financially feasible.

Commercial development has been less active in the downtown Suisun market area. While there has been growth in new development along Highway 12, these commercial developments tend to be regional-focused. These highway-focused developments do not compete with the subject or the subject's downtown submarket, which does not benefit from highway visibility or similar trafficked regional linkages.

Notably, a new four-story, 73-room Holiday Inn Express hotel was entitled in January 2018 and opened in 2021 at the southwest corner of Lotz Way and Civic Center Boulevard. As noted previously, the development of the Solano Transportation Authority building on Main Street is not an economic feasibility indicator as they are a public agency. No other commercial development is evident in the subject's downtown waterfront market area, yet there is a large supply of raw land for development.

The subject site is poorly suited for commercial building development, as it may not offer sufficient rentable area, usable access, and visibility to justify the higher development costs associated with its atypical site layout. This is especially true given the generally muted demand for commercial space in the area, evidenced by the lack of new commercial building development activity. Our analysis of the subject's competitive position in the commercial marketplace results in commercial building development not being a financially feasible use.

Commercial site uses are considerably less capital intensive than building development, and can often be found in the marketplace on sites that provide good access and visibility. The subject could support a commercial site use as it is already finished with quality pavers and has access to general utilities. The site use might be limited by the access and site size, but as developed, the subject courtyard would be considered financially feasible for a commercial site-based use.

The subject property has assemblage potential with the Harbor Square development. The tenants of Harbor Square have historically utilized the subject property as outdoor space for its restaurant/bar/event space tenants, and based on the amount of exterior area currently used by these tenants, they would likely choose to continue using the space. As such, Harbor Square owners could benefit from purchasing the subject and leasing it back to their tenants, or providing additional site area in support of their improved ground floor tenant uses.

As previously covered, it would not be financially practical for a Harbor Square tenant to purchase the subject property, as their business is based on a leased space. If their lease situation changes, the subject property would no longer hold any use value for them, making the investment unwarranted.

There are speculative buyers in the remnant land marketplace, and they are often only willing to risk more nominal amounts of money for parcels with less clear economic uses. Based on our research, remnant parcels purchased on speculation typically sell in a lower-price strata of the marketplace range. As such, speculative buyers could be a finically feasible use as there is market evidence of their activity in the remnant land marketplace, but they could be less motivated as compared to an assemblage buyer or an owner/user for a commercial site-based use.

Maximally Productive

We considered those uses, as aforementioned, to meet the physically possible, legally permissible, and financially feasible tests of the highest and best use definition. The final criteria for full compliance within the highest and best use of the subject is maximally productive use as-if vacant.

The subject site is hindered by its location within the Harbor Square and Lawler House properties and the site is not well suited for a building development due to its physical, legal, and feasibility issues. As we have covered in this report, remnant parcels typically lack economic uses beyond assemblage or, speculation. While the subject would be considered a remnant parcel due to its size, shape, and interior location, the subject does feature some potential for commercial site-based uses.

The subject is located within the downtown waterfront submarket of Suisun City, which often hosts community and social events that are more site intensive uses. Weddings, festivals, and craft fairs are typically site-based uses, especially when they can be hosted in a synergistic location to other compatible land uses such as parks, public open space, and restaurants/event spaces.

The historical use as outdoor seating and event space for the Harbor Square tenants provide another site-based use that could provide a cash flow. This use would be maximally productive for the assemblage-motivated Harbor Square owner; as the integration of the subject with the larger holding would likely maximize its return. However, the assemblage value to Harbor Square would constitute a value in use, not the market value we provide in this report.

The economic viability of the subject property as a standalone property that could be leased for a site-based use and/or leased to the Harbor Square tenants is unclear. There is ample vacant land within the marketplace that could better support site-based uses, which would provide a clean slate to be developed in the most profitable manner. The subject site is visually removed from the major thoroughfares of the downtown waterfront, and its access character would further hinder some uses. When taxes, insurance, and operating costs are considered, the potential for a positive economic return as a leased investment may be seen as speculative and highly risky. In our opinion assemblage or an owner/user buyer is most likely.

In summary, there is only a single potential assemblage buyer, and the subject's position in the marketplace for a more intensive site-based use would be seen by investors as speculative. The historical use by the adjacent tenants and its higher level of site finishes may be sufficient to entice a speculative buyer. This results in potentially multiple buyers, and more overall market demand compared to a remnant parcel with only a singular assemblage potential buyer. The current highest and best use of the subject is for a site-based use that is not significantly impacted by the subject's below-market standard visibility or access characteristics, and/or to landbank the property for future speculative use.

Profile of the Most Probable Buyer:

Contemporary appraisal practice includes a fifth step in the highest and best use analysis; profiling the probable buyer. Profiling the probable buyer assists in understanding marketplace buyer motivations and, on a simplistic basis, assists in identifying sales of properties with similar highest and best use potentials.

As covered, the Harbor Square development would have the most benefit from assembling the subject's remnant parcel with their larger parcel, allowing them to continue to use/lease the site area to their current tenants, and would be a potential buyer. Acquiring the subject site would further control and eliminate nuisance of public access to the courtyard. A speculation-motivated buyer would also be a likely buyer. A speculative buyer could be a potential owner/user, who would utilize the subject in association with their site-based business, or land banking buyer, or a buyer hoping to generate cash flow by leasing the courtyard to events or Harbor Square tenants.

VALUATION

The subject effectively competes in the marketplace as a 6,640 SF remnant parcel suitable for some site-based commercial uses, or long term speculation. As the subject site is an atypical remnant parcel that features site improvements beyond what raw land sites typically sell with, we will first opine a preliminary value indication for the subject site that does not consider these site improvements, and we will consider them in our reconciliation. As the site is an atypical remnant parcel, we have reviewed remnant sales from the wider marketplace, but have predominantly found uneconomic remnant sales which feature no site-based commercial use potential.

While the subject can not support a building development, it does feature the potential for site-based economic uses, and we searched the market for sales of similar properties. Due to the lack of such sales, and based on the subject's competitive position within the downtown waterfront marketplace, the subject is compared with land sales from the direct marketplace rather than uneconomic remnant parcels from a wider region.

As will be shown, this downtown waterfront Suisun City marketplace has transacted in a fairly tight range, providing the strongest indication of overall land values for the subject's directly competitive marketplace. As a result of the relative strength of this data set and the lack of comparable remnant parcels that feature some site-based economic utility, we will conclude to a preliminary land value for the marketplace and then apply a downward diminution to arrive at a value indication for the subject's non-buildable remnant condition.

In order to form opinions of market value for the subject, the direct comparison approach has been used. The subject's competitive market area (CMA) is defined as the Solano County downtown areas of Dixon, Fairfield, Rio Vista, and Suisun City. Consistent with market typical practices within the land marketplace the subject property competes within, we will utilize price per SF as the unit of comparison. However, we note that in the marketplace for properties in this asset class, the total site value is considered on a secondary basis.

We have researched and analyzed five downtown district comparable site sales from the subject's immediate Fairfield/Suisun City CMA. Despite their differences from the subject property, these comparable data points are believed to be the best available for analysis and comparison to the subject and will be considered and analyzed on a primary basis. With limited recent activity and

the subject's smaller size, we will also consider a proximate expired listing as an additional data point in our analysis. The sales effectively bracket a supported preliminary market value indication of the subject property.

Comparable Sales #3, #4, and #5 are off-market transactions by the City of Suisun City and will be covered in more detail during our reconciliation process. While not openly marketed transactions, they provide an indication of value and are recent transactions. We would have preferred to locate more sales between two private parties, but public agencies appear to be a more significant market participant in this CMA for similar land sales.

A summary table highlighting the sales follows, as well as a map of the comparables in relation to the subject. Following the map are summary descriptions of each comparable sale. Following the comparable sale summaries is a qualitative ranking analysis of the comparable sale data available for comparison to the subject, a discussion of the strengths and weaknesses of the data available for analysis, and identification of the sales that are believed to be most relevant to the market value of the subject property.

Comparable Sales Summary Table

Comparable Sales		**1**	**2**	**3**	**4**	**5**
Address	Subject	825 Washington	Parcel 3-Main St. & Solano St.	Parcel 5-Kellogg St.	Parcels 8 & 9-Line St.	Lotz Way
City		Fairfield	Suisun City	Suisun City	Suisun City	Suisun City
APN	0032-141-160	003-192-040	0032-142-300	0032-142-280	0032-142-240, -250	0032-061-390
Sale Info						
Date		7/13/2021	12/21/2022	12/21/2022	12/21/2022	12/29/2022
Doc#		74058	78651	78636	78630	79763
Grantor		Subramanian	Suisun City	Suisun City	Suisun City	Suisun City
Grantee		Rolando	Lionext Inc.	Lionext Inc.	Lionext Inc.	Suisun Health LLC
Sale $		$95,000	$130,000	$110,000	$130,000	$125,000
Cond. Of Sale		Arm's Length	See Remarks	See Remarks	See Remarks	Arm's Length
Adjustments		$0	$0	$0	$0	$0
Adj. Sale $		$95,000	$130,000	$110,000	$130,000	$125,000
Adj. Price/SF		**$18.17**	**$17.43**	**$17.26**	**$14.14**	**$17.49**
Site Info						
Acre	0.15	0.12	0.17	0.14	0.21	0.16
SF	6,640	5,227	7,459	6,373	9,191	7,148
Zoning	MSMU	MU-Office	MSMU	DMU	WC	C/O/R
Shape	Irregular	Rectangular	Rectangular	Irregular	Rectangular	Rectangular
Topography	Generally Level	Level	Generally Level	Generally Level	Generally Level	Generally Level
Character	Non-Buildable	Alley Lot	Corner Lot	Removed Waterfront	Removed Waterfront	Pad Site

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Comparable Sale Map

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Suisun City Sales

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6,640 SF Harbor Square Courtyard, Suisun City, G&S #224526

Land Sale No. 1

Property Identification

Record ID	1520
Property Type	Commercial
Address	825 Washington St., Fairfield, Solano County, California
Tax ID	0030-192-040

Sale Data

Grantor	Subramanian Thennarasu
Grantee	Pineda Rolando
Sale Date	July 13, 2021
Deed Book/Page	74058
Property Rights	Fee Simple
Marketing Time	111 days
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Other sources: MLS, Confirmed by Matt Atwood
Sale Price	$95,000
Cash Equivalent	$95,000

Land Data

Zoning	Mixed-Use Office, Commercial
Topography	Level
Utilities	Available
Shape	Rectangular

Land Size Information

Gross Land Size	0.120 Acres or 5,227 SF

Indicators

Sale Price/Gross Acre	$791,697
Sale Price/Gross SF	$18.17

Remarks

This is the sale of a 5,227 SF lot located near downtown Fairfield which sold for $95,000 or $18.17/SF in 2021. The property is zoned mixed-use office, with the current adjacent uses all being older residential homes. The property is located along an alleyway on the outside of the downtown core, but within the Heart of Fairfield plan. The property was originally listed for $145,000 before being brought down to $110,000 and then selling for $95,000 after a total of 111 days on the market.

While it appears there might have been approvals for a single family residence on the property in 2018, the site is likely too small to support any legal or feasible building at this time. The property does not appear to be an assemblage with any of the nearby properties. We note that the adjacent property to the west did sell one month after this sale for $145,000 or $19.60/SF. The property is larger at 7,395 SF which could potentially allow for a building improved use.

We reached out to the listing broker who marketed both of the adjacent properties, but they were not responsive to our calls. The property was actively listed and appears to be an arm's length transaction.

Land Sale No. 2

Property Identification

Record ID	1474
Property Type	Commercial, Mixed-use
Property Name	Parcel 3
Address	Suisun City, Solano County, California
Location	Main St. & Solano St.
Tax ID	0032-142-300
Latitude, Longitude	N38.238751, W-122.040478

Sale Data

Grantor	City of Suisun City
Grantee	Lionext Inc.
Sale Date	December 21, 2022
Deed Book/Page	78651
Property Rights	Fee Simple
Marketing Time	None
Conditions of Sale	See Remarks
Financing	Cash to Seller
Verification	Jim Bermudez; 707-421-7333, May 01, 2023; Other sources: City Manager, Confirmed by Matt Atwood
Sale Price	$130,000 Based on Appraisal
Cash Equivalent	$130,000

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Land Data

Zoning	MSMU, Downtown Commercial
Topography	Level
Utilities	Available
Shape	Rectangular
Parking	Parking District
Flood Info	AE & X

Land Size Information

Gross Land Size	0.171 Acres or 7,459 SF
Front Footage	Main St.; Solano St.;

Indicators

Sale Price/Gross Acre	$759,190
Sale Price/Gross SF	$17.43

Remarks

This comparable sale is a 0.17-acre downtown parcel in Suisun City that sold off-market for a previously appraised price of $130,000. The property is located on the northeast corner of Main Street and Solano Street, just north of the core downtown Harbor Square area and northwest of the harbor. The property has good exposure on Main Street, providing primary access to the area.

The property is rectangular, with a long side along Main Street. It was improved with a gravel parking lot and minimal landscaping. The property is located within a parking district that allows for higher-density development and off-site parking. The zoning allows for a variety of mixed-use developments. The FEMA Flood Zone designation is a mix of AE and Zone X(shaded). This property was considered surplus by Suisun City, and the City Manager reported that they planned to sell it for some time.

In 2018 the City had the property appraised at $130,000 by a national appraisal firm. We have reviewed the report.

In early 2022, the City was in works with the buyer to sell this property as well as two other vacant lots in downtown, all are non-contiguous. The buyer reportedly planned to develop the set of properties into mixed-use developments. In the second half of 2022, the City reportedly learned that they needed to sell these surplus properties before the end of the year, or they would have to develop plans for affordable housing on each site. While the City was already in talks with the buyer, the sales timeline was expedited to close before 2023.

As such, these properties were not openly marketed prior to the sale. The proposed sale was given public comment, but there were no other interested parties at the time. The City Manager confirmed that the 2018 appraisals set the sales prices and there were no further negotiations regarding pricing. Each property was acquired separately, and no

bulk discount was given.

There were no entitlements at the time of sale. The buyer owns a regional transportation company from the area and wants to invest in the region. They are not real estate investors or developers. It is unclear if development is likely to happen in the near term.

Land Sale No. 3

Property Identification

Record ID	1475
Property Type	Commercial, Mixed-use
Property Name	Parcel 5
Address	Suisun City, Solano County, California
Location	Kellogg Street
Tax ID	0032-142-280
Latitude, Longitude	N38.238175, W-122.039128

Sale Data

Grantor	City of Suisun City
Grantee	Lionext Inc.
Sale Date	December 21, 2022
Deed Book/Page	78636
Property Rights	Fee Simple
Marketing Time	None
Conditions of Sale	See Remarks
Financing	Cash to Seller
Verification	Jim Bermudez; 707-421-7333, May 01, 2023; Other sources: City Manager, Confirmed by Matt Atwood
Sale Price	$110,000 Based on Appraisal

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Cash Equivalent	$110,000

Land Data

Zoning	DMU, Downtown Commercial
Topography	Level
Utilities	Available
Shape	Rectangular
Parking	Parking District
Flood Info	AE

Land Size Information

Gross Land Size	0.146 Acres or 6,373 SF

Indicators

Sale Price/Gross Acre	$751,859
Sale Price/Gross SF	$17.26

Remarks

This comparable sale is a 0.15-acre downtown parcel in Suisun City that sold off-market for a previously appraised price of $110,000. The property is located along the Suisun Slough and has waterfront views. The property is accessed via a non-exclusive dominant easement for public access, parking, and services. The property is well suited to benefit from the waterfront location but does not have good visibility from the Kellogg Street frontage.

The property is generally rectangular and unimproved. The FEMA Flood Zone designation is Zone AE which requires significant development work to be developed. Additionally, the property's proximity to the water results in the property being under the jurisdiction of the BCDC (Bay Conservation and Development Commission). Both the flood zone and the BCDC jurisdiction adds to the complexity and risk of potential future development of the site.

The property is located within a parking district that allows for higher-density development and off-site parking. The zoning allows for a variety of mixed-use developments. This property was considered surplus by Suisun City, and the City Manager reported that they planned to sell it for some time.

In 2018, the City had the property appraised at $110,000 by a national appraisal firm. We have reviewed the report.

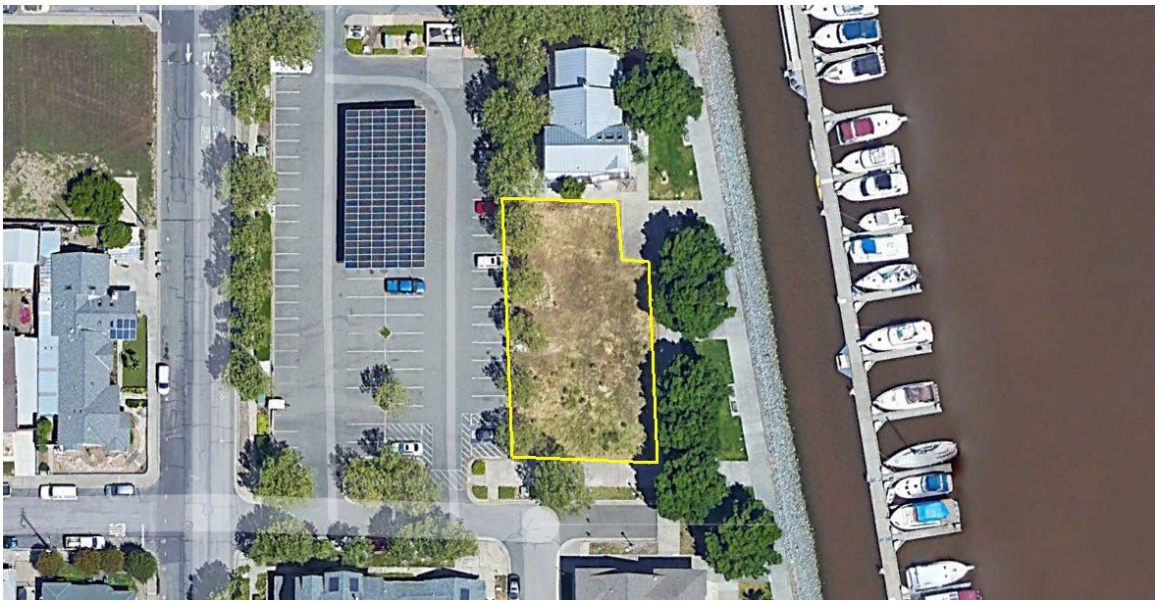
In early 2022, the City was in works with the buyer to sell this property as well as two other vacant lots in downtown, all are non-contiguous. The buyer reportedly planned to develop the set of properties into mixed-use developments. In the second half of 2022, the City reportedly learned that they needed to sell these surplus properties before the end of the year, or they would have to develop plans for affordable housing on each site.

While the City was already in talks with the buyer, the sales timeline was expedited to close before 2023.

As such, these properties were not openly marketed prior to the sale. The proposed sale was given public comment, but there were no other interested parties at the time. The City Manager confirmed that the 2018 appraisals set the sales prices and there were no further negotiations regarding pricing. Each property was acquired separately, and no bulk discount was given.

There were no entitlements at the time of sale. The buyer owns a regional transportation company from the area and wants to invest in the region. They are not real estate investors or developers. It is unclear if development is likely to happen in the near term.

Land Sale No. 4



Property Identification

Record ID	1476
Property Type	Commercial, Mixed-use
Property Name	Parcels 8 & 9
Address	Suisun City, Solano County, California
Location	Line Street
Tax ID	0032-142-240, -250
Latitude, Longitude	N38.236756, W-122.038874

Sale Data

Grantor	City of Suisun City
Grantee	Lionext Inc.
Sale Date	December 21, 2022
Deed Book/Page	78630
Property Rights	Fee Simple
Marketing Time	None
Conditions of Sale	See Remarks
Financing	Cash to Seller
Verification	Jim Bermudez; 707-421-7333, May 01, 2023; Other sources: City Manager, Confirmed by Matt Atwood
Sale Price	$130,000 Based on Appraisal
Cash Equivalent	$130,000

Land Data

Zoning	WC, Downtown Commercial
Topography	Level

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Utilities	Available
Shape	Irregular
Parking	Parking District
Flood Info	AE

Land Size Information

Gross Land Size	0.211 Acres or 9,191 SF

Indicators

Sale Price/Gross Acre	$616,124
Sale Price/Gross SF	$14.14

Remarks

This comparable sale is a 0.21-acre downtown parcel in Suisun City that sold off-market for $130,000. The property is located along the Suisun Slough and has waterfront views. The property is accessed via a non-exclusive dominant easement for public access, parking, and services. The property is well suited to benefit from the waterfront location and has average visibility from the Kellogg Street frontage.

The property is irregular in shape and unimproved. The FEMA Flood Zone designation is Zone AE which requires significant development work to be developed. Additionally, the property's proximity to the water results in the property being under the jurisdiction of the BCDC (Bay Conservation and Development Commission). Both the flood zone and the BCDC jurisdiction adds to the complexity and risk of potential future development of the site.

The property is located within a parking district that allows for higher-density development and off-site parking. While the zoning is for Waterfront Commercial, it does allow for the uses permitted within the Main Streed Mixed-use zone, MSMU. This allows for a variety of mixed-use developments. This property was considered surplus by Suisun City, and the City Manager reported that they planned to sell it for some time.

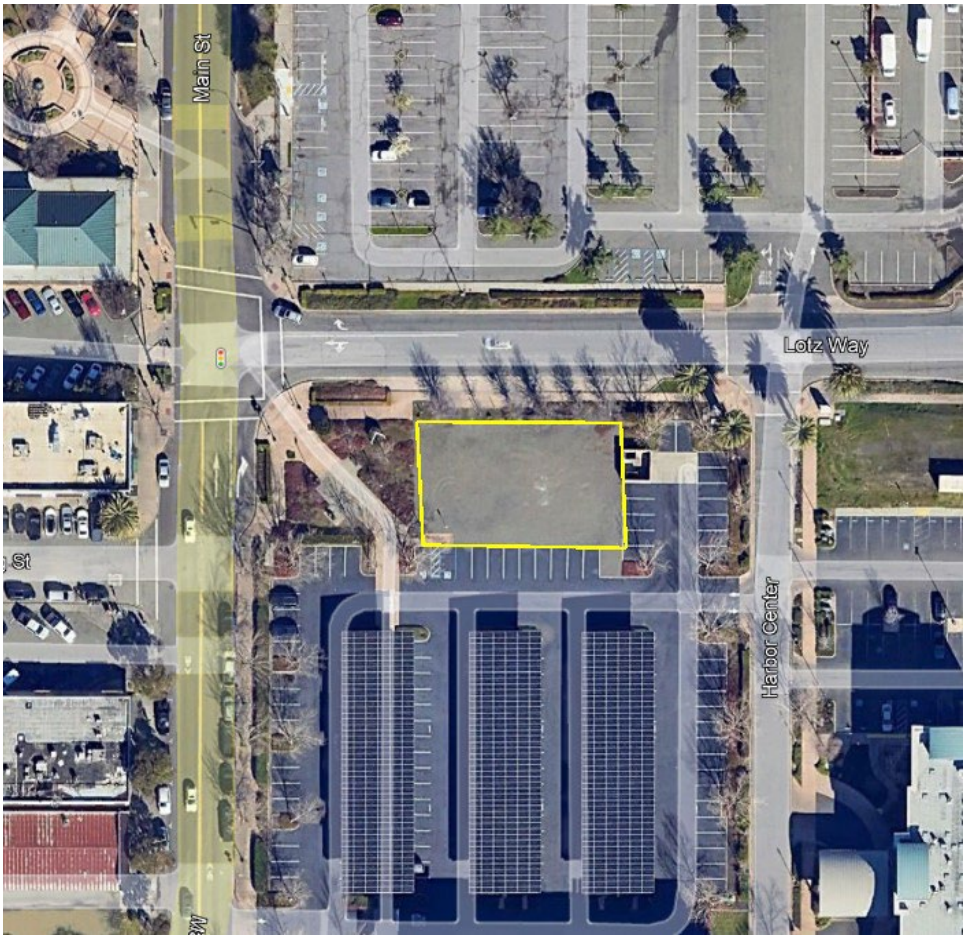
In 2018 the City had the property appraised at $160,000 by a national appraisal firm. We have reviewed the report, and it is unclear why it sold for $30,000 less than the appraised value.

In early 2022, the City was in works with the buyer to sell this property as well as two other vacant lots in downtown, all are non-contiguous. The buyer reportedly planned to develop the set of properties into mixed-use developments. In the second half of 2022, the City reportedly learned that they needed to sell these surplus properties before the end of the year, or they would have to develop plans for affordable housing on each site. While the City was already in talks with the buyer, the sales timeline was expedited to close before 2023.

As such, these properties were not openly marketed prior to the sale. The proposed sale was given public comment, but there were no other interested parties at the time. The City Manager confirmed that the 2018 appraisals set the sales prices, however this property sold for 30,000 less than the provided appraisal and we were not able to confirm the reason for this discrepancy. Each property was acquired separately, and no bulk discount was given.

There were no entitlements at the time of sale. The buyer owns a regional transportation company from the area and wants to invest in the region. They are not real estate investors or developers. It was reported that this was the property they were most interested in and hoped to develop a ground-floor restaurant space with residential units above.

Land Sale No. 5



Property Identification

Record ID	1493
Property Type	Commercial
Address	Lotz Way, Suisun City, Solano County, California 94585
Location	Downtown Suisun
Tax ID	0032-061-390

Sale Data

Grantor	Successor Agency to the Suisun City Redevelopment Agency
Grantee	Suisun Health & Wellness LLC
Sale Date	December 29, 2022
Deed Book/Page	79763
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Financing	Conventional Financing
Verification	Other sources: Public Record, Grant Deed, Confirmed by Steve Salmon

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Sale Price	$125,000
Cash Equivalent	$125,000

Land Data

Zoning	C/O/R, Mixed-use
Topography	Rough graded, Rocked
Utilities	All urban services available in ROW
Shape	Rectangular

Land Size Information

Gross Land Size	0.164 Acres or 7,148 SF
Front Footage	110 ft Lotz Way;

Indicators

Sale Price/Gross Acre	$761,731
Sale Price/Gross SF	$17.49

Remarks

This is the sale of a 0.1641 acre commercial site located in the Suisun City Downtown Waterfront Specific Plan (DWSP). Within the EWSP the site is zoned C/R/O; the zoning allows for mixed commercial and residential uses; with an allowed residential building density of 12 to 24 dwelling units per acre.

The rough graded and rocked site is on the south side of Lotz Way near the southeast corner of Lotz Way and Main Street. All urban services are reported to be available, and the site gains access via reciprocal ingress and egress easements with developed One Harbor Center office building to the south. The property features a locally trafficked location along Lotz way; a two-lane east/west commercial corridor that links State Highway 12 to Main Street. Commercial uses in the immediate market area include two hotels, a multi-story Class A office building, and retail, retail services, and restaurant uses along the Main Street commercial corridor.

The city of Suisun sent out a request for proposals to acquire and develop the property and other former Main Street West properties in the downtown district in August of 2022. There was one bid received for the site, and the former Suisun City Redevelopment Agency site was sold for $125,000 in December of 2022. The site sold to the owner of a dental practice that currently operates in the Suisun City downtown waterfront district. It is reported the buyer after sale has perfected entitlements for a 6,800 SF office building, intending to occupy 4,500 SF as a dental office owner user.

Comparable Sale Analysis

Overall, we were happy with the quality of the sales data available for analysis. We were able to locate a number of sales of land directly within the subject's downtown waterfront Suisun City market area. In smaller markets such as this, there is not often this number of data points within such a short period. While we would have preferred to have sales more similar to the subject in terms of its remnant and non-buildable characteristics, these comparables provide a good indication of land values which we can use as a base for our analysis. The correlation of the qualitative ranking of the five comparable sales compared to the subject is summarized in the following table based on their adjusted price per square foot.

The following are the initial indications provided by the comparable sales selected and our data research:

- There is a tight clustering of values between $17/SF and $18/SF, with one outlier transaction at $14/SF.
- There is further tight clustering of total sales price between $100,000 and $130,000 for the subject's directly competitive marketplace.
- Notably, properties with the smallest and most similar size to the subject, Comparable Sales #1 and #3, did not sell for a significantly lower $/SF but had lower overall prices as a result.
- Comparable Sale #1, with the smallest size and narrow shape, would be most similar in regards to the subject's non-buildable character, and sold for the lowest overall price, $95,000.
- The larger sites over 7,000 SF all sold for the highest overall prices, $125,000 to $130,000, generally indicating a marketplace preference for larger, more usable sites.

Prior to qualitative ranking and analysis, the selected comparable sales indicated a value for the subject in the generally rounded range of $14/SF to $18/SF. After qualitative ranking, the comparable sales indicate a much narrow range in value of $17/SF to $18/SF.

We will first address the three Comparable Sales, #2, #3, and #4, which have an unadjusted range of $14.14/SF to $17.43/SF or $110,000 to $130,000. These three properties were

purchased by an investor from the City of Suisun City at the end of 2022 and were not openly marketed. The sale was spurred by Suisun City wanting to sell their surplus land before rule changes in 2023 that would make such transactions more challenging. The sales prices were based on appraisals from 2018 by a regional firm outside the immediate market area. While these sales were not openly marketed, they share location and zoning characteristics with the subject, and provided for reasonable comparison to the subject. However, the seller appears to have been atypically motivated to liquidate the properties before 2023.

Each of these parcels has slightly different locational and zoning attributes. Comparable Sale #2 is most similar to the subject property regarding zoning designation but is located on a strong and highly visible corner which would be more likely to support a building development. We note that Comparable Sales #3 and #4 are located along the waterfront, and are more removed from direct visibility of street traffic, similar to that of the subject's interior location. Additionally they would both have more government oversight from BCDC regarding future development, which adds complexity and risk for developing a building, and would be more similar to that of the subject.

We note that the price per square foot for Comparable Sale #4 is an outlier in the data set and is also the largest site. Its overall price is more in line with the previously indicated range and indicates that the overall price might be weighed more heavily in comparison to $/SF for land buyers in this marketplace. As a result, we have given less weight to the price per square foot indication of Comparable Sale #4. Comparable Sale #2 would be considered superior and indicate a value of less than $17.43/SF, with Comparable Sale #3 being more similar to the subject and indicating a value of $17.26/SF. Due to their lack of open market exposure and time-constrained transaction window, Comparable Sales #2, #3, and #4 have all been given less weight in our overall reconciliation process.

Comparable Sale #1 is the only sale located outside of the subject's downtown waterfront market area, but within a similar downtown submarket for downtown Fairfield. This Comparable Sale is located on the fringe of the downtown area and located on an alley near a school, a generally less desirable location. This is the smallest sale and the one that featured the most similar non-buildable characteristics to the subject. While this comparable sale would indicate a value of

around $18/SF, we have also considered that its overall price is the lowest of the data set at $95,000. We have given this sale some weight in our reconciliation as it was an openly marketed transaction of a more impaired small site in a downtown marketplace.

Comparable Sale #5 is situated closer to Highway 12, enhancing its appeal. Additionally, it benefits from its pad site location adjacent to the newly developed hotel. This comparable sale would be considered superior to that of the subject for its improved commercial building development potential and higher overall demand. Comparable Sale #5 would indicate a value of less than $17.49/SF or $125,000 for the subject and has been given some weight in our reconciliation.

We have reviewed and analyzed nearby listings as there were limited open market sales within the subject's directly competitive market area. While there have been a number of properties listed for higher prices within the downtown waterfront district, to our knowledge, they have had little interest and have not closed, thus, their listing price is not reflective of market value.

We have considered the listing of 821 Main Street, a 4,810 SF corner lot at Main and Morgan Streets, which was listed for $84,900 or $17.65/SF. This property is located southwest of the subject and on the periphery of the downtown core, but features a strong corner frontage and good access. This much smaller site was listed in July 2023 and then expired in January 2024. While we were unable to reach the broker, the fact that it did not sell would generally indicate a value below $17.65/SF or $84,900.

As can be seen in the Comparable Sales data there is variation in sales price within the subject's downtown waterfront marketplace, an indication of an imperfect market. However, the difference in price per square foot is generally minimal, with a tight clustering of values and providing a strong market indication of a value in the range of $17/SF to $18/SF. Based on the subject's size of 6,640 SF, the competitive market area sales indicate support for a preliminary land value of $112,880 to $119,520. Calculations are shown below.

6,640 SF x $17.00/SF = $112,880

6,640 SF x $18.00/SF = $119,520

Our overall value range of $112,880 to $119,520 is bracketed by the comparable sales overall prices and falls at the lower end of the range, similar to the other smaller raw sites from the marketplace.

With a preliminary market value range, we will now address the subject's non-buildable character and its impact on value. The subject site is a small remnant parcel located within the Harbor Square development, with inadequate legal access to support a feasible building development. In the absence of direct market data of similar non-buildable properties, we have relied upon the Sherwood Easement Valuation Matrix as a guide to assess the impact on the subject property. This guide is typically utilized to arrive at a diminution in fee value for restrictive easements, but can also be used to arrive at a diminution for the subject's non-buildable character, as easements can limit surface uses and preclude development of a building use.

EASEMENT VALUATION MATRIX

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	Severe impact on surface use Conveyance of future uses	Overhead electric Flowage easements Railroad ROW Irrigation canals Access roads
75% - 89%	Major impact on surface use Conveyance of future uses	Pipelines Drainage easements Flowage easements
51% - 74%	Some impact on surface use Conveyance of ingress/egress rights	Pipelines Scenic easements
50%	Balanced use by both owner and easement holder	Water or sewer lines Cable line Telecommunications
26% - 49%	Location along a property line, location across non usable land area	Water or sewer line Cable lines
11% - 25%	Subsurface or air rights that have minimal effect on use and utility Location with a setback	Air rights Water or sewer line
0% to 10%	Nominal effect on use and utility	Small subsurface easement

Typically, easements for water or sewer lines would constitute similar property conditions as found on the subject as they often do not allow for vertical development but allow for site-based uses. As the subject property still features surface use, a diminution beyond 50% is not warranted. The owner of the subject property would retain control of the site and is not impacted beyond the loss of the building potential. When we have reviewed the broader market for properties that trade with a similar non-buildable character, they are typically priced at roughly 50% in comparison to properties that retain an ability to build.

Based on the market's typical actions of land buyers, we have concluded that a 50% diminution in value for the subject's non-buildable condition is warranted. We have applied this 50% diminution to the previously concluded price per square foot range of $17/SF to $18/SF, to arrive at $8.50/SF to $9.00/SF, with overall values shown below.

50% of Preliminary $/SF		SF of Site		Indicated Value
$8.50/SF	x	6,640	=	$56,440
$9.00/SF	x	6,640	=	$59,760

This indicated overall price range of $56,440 to $59,760 is significantly less than some of the comparable sales, but when we consider Comparable Sale #1 and the expired listing at 821 Main, $95,000 and $84,900, our indicated range appears to be reasonable.

Having arrived at an indicated land value that accounts for the subject's non-buildable character, we must consider the site improvements. The subject has been improved with quality stone pavers and an oversized fireplace. The entire site area is improved to a finished courtyard condition, and while we requested costs of the original development, none were provided.

It has been noted that the oversized fireplace was a costly improvement when originally developed. While the fireplace may add visual appeal to the property, it obstructs views of the site and impedes physical access. As previously discussed, its economic utility to a private owner appears to be limited.

For a likely buyer, the fireplace does not contribute to generating cash flow. Furthermore, its presence would likely result in higher maintenance and insurance costs, increasing the overall cost of ownership. For site-based uses, reducing operating costs is critical to maintaining positive cash flow. As the fireplace improvements do not enhance the commercial utility of the site, and has increased operation cost, the fireplace would not be viewed as a value-add amenity by potential buyers. Given these factors, we have not attributed any contributory value to the fireplace in our analysis.

The subject property features quality pavers across the remaining site area. In our analysis, we reviewed relevant cost surveys that indicated the replacement cost of pavers is $10-$30+/SF, depending on type and underlayment. These pavers transform the site from raw land to a finished and usable site. Additionally, the pavers complement the aesthetic of Harbor Square, further integrating the subject property with the surrounding area. These finishes enhance the property's suitability for commercial site-based uses, such as hosting events or providing space for Harbor Square tenants.

Site improvements and landscaping are generally considered as quickly depreciating items in the real estate market, as the subject's pavers are now 10+ years old, and their depreciated cost would likely be in the range of $10/SF or roughly $60,000 for the subject site. The overall indicated value is shown in the calculations below:

Indicated Value of Land		Depreciated Cost of Pavers		Indicated Overall Value
$56,440	+	$60,000	=	$116,440
$59,760	+	$60,000	=	$119,760

Reconciliation

In our reconciliation, we must consider the data available from the market and how it corresponds with the subject property as of the date of value. The subject comprises of a 6,640 SF remnant courtyard parcel surrounded by the Harbor Square development. The property is impacted by its size, layout, and access character and can not feasibly support a building use.

Therefore, the subject property competes in the market as an irregularly shaped remnant parcel with only site-based economic uses.

Through our analysis of sales of sites in the subject's directly competitive downtown waterfront area, we arrived at a supportable preliminary indicated value range of $17/SF to $18//SF, or $112,880 to $119,520. As the comparable sales predominantly featured sites that could support building development, we have applied a market typical 50% diminution in value to our preliminary value range in order to properly account for the subject's non-buildable character, resulting in the following indicated range: $8.50/SF to $9.00/SF or $56,440 to $59,760.

In our final step, we considered the subject's site improvements; an oversized fireplace and the quality pavers. As covered, the fireplace does not provide an economic benefit to any of the potential economic uses of the subject and thus does not benefit the subject in the marketplace it competes within. The pavers improve the subject's rank and appeal, and we have accounted for the contributory value of roughly $60,000, resulting in a final indicated value range of $116,440 to $119,760.

In our reconciliation, we considered that the paver improvements likely feature some level of additional obsolesce in the subject's downtown waterfront submarket due to the lack of historical economic growth and limited investor interest. The Comparable Sales with sites that are much more development-ready and superior to the subject for a site-based use, #2, #3, and #4, all transacted between $110,000 and $130,000. The subject, with pavers, would likely not be the first choice to a site-based user given the options of Comparable Sales #2, #3, and #4 due to the subject's below-market standard visibility and access characteristics. However, it would be positioned in the marketplace superior to Comparable Sale #1, which sold for $95,000. Therefore, it is our opinion that the contributory value of the subject's pavers in the marketplace would be lower than originally indicated, and the subject's overall value should be between $95,000 and $110,000.

We have also considered that the marketplace for remnant parcels with more limited economic uses, is less sophisticated than other real estate markets as there is limited data and higher levels of uncertainty. So as not to suggest a degree of precision that is not inherent in this analysis, nor

the marketplace that the subject property competes within, we are inclined to round to a final market value opinion for the subject site.

Surrounded by the Harbor Square development, the subject property is a remnant parcel with limited visibility and suboptimal access. These characteristics already narrow the pool of potential buyers, as the site is suitable for only a few specific, site-based economic uses. After considering all factors, a rounded market value of $100,000 is reasonable and well-supported by the available market data.

Market Value
As of October 8, 2024
6,640 SF Remnant Parcel
$100,000

EXPOSURE TIME

The Uniform Standards of Professional Appraisal Practice (USPAP) require that opinions of market value be expressed in relation to exposure time.

Exposure time[5] is defined as:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort.

Exposure time is different for various types of real estate and value ranges and under various market conditions. Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal.

Therefore, based more on our experience in the marketplace, given the data from the market of similar transactions, and the current position the market is in related to the economic cycle, our opinion is the subject property would have had to have been offered for sale for approximately 12 months prior to the date of value.

[5] *Dictionary of Real Estate Appraisal*, 7th Edition, The Appraisal Institute

CERTIFICATION

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

1. The statements of fact contained in this report are true and correct.

2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.

4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.

6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standard of Professional Appraisal Practice.

8. We have made a personal inspection of the property that is the subject of this report, unless noted otherwise in the Scope of Work.

9. We have observed the comparable properties during our previous work in the area or have completed aerial inspections through Google Maps or the local MLS service.

10. No one provided significant professional assistance to the persons signing this report.

11. To the best of our knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

12. As of the date of this report Steven M. Salmon and Matthew Atwood have completed the requirements of the continuing education program of the Appraisal Institute.

13. We have the necessary education and experience to competently perform this appraisal assignment.

14. We have not provided any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of the assignment.

15. Steven M. Salmon and Matthew Atwood are currently certified by the State of California Office of Real Estate Appraisers as Certified General Real Estate Appraisers.

Steven Salmon, MAI CA #AG0044622	Matthew Atwood CA #3005100
Date: 10/16/2024	Date: 10/16/2024

GARLAND & SALMON

Subject Photographs

Subject Courtyard area facing towards the oversized fireplace.

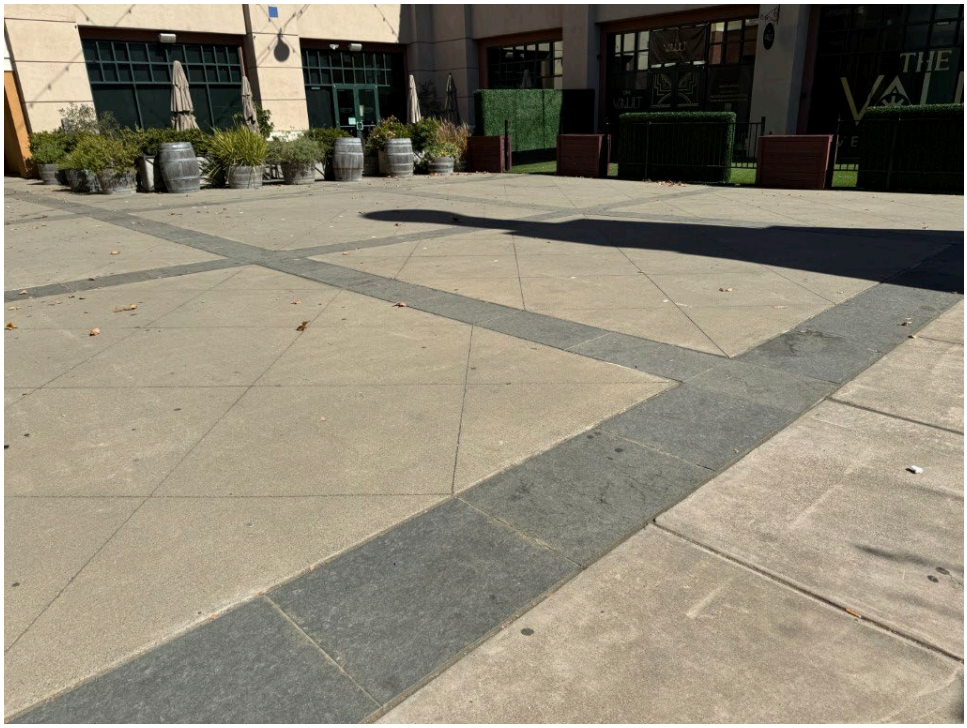
Subject Courtyard area with oversized fireplace on the right. Shows the multiple site-based uses associated with Harbor Square surrounding the subject.

The oversized fireplace and the more narrow access point on the southwest side.

Portion of the subject utilized by the resturant tenant of Harbor Square.

Additional view of the southwest access point and how the fireplace on the right impacts this access point.

The access point through archway of Harbor Square, this is not a legal acces point.



Detailed shot of the subject's improved pavers.

EXHIBIT "A"

Legal Description
Parcel A (includes Fireplace)

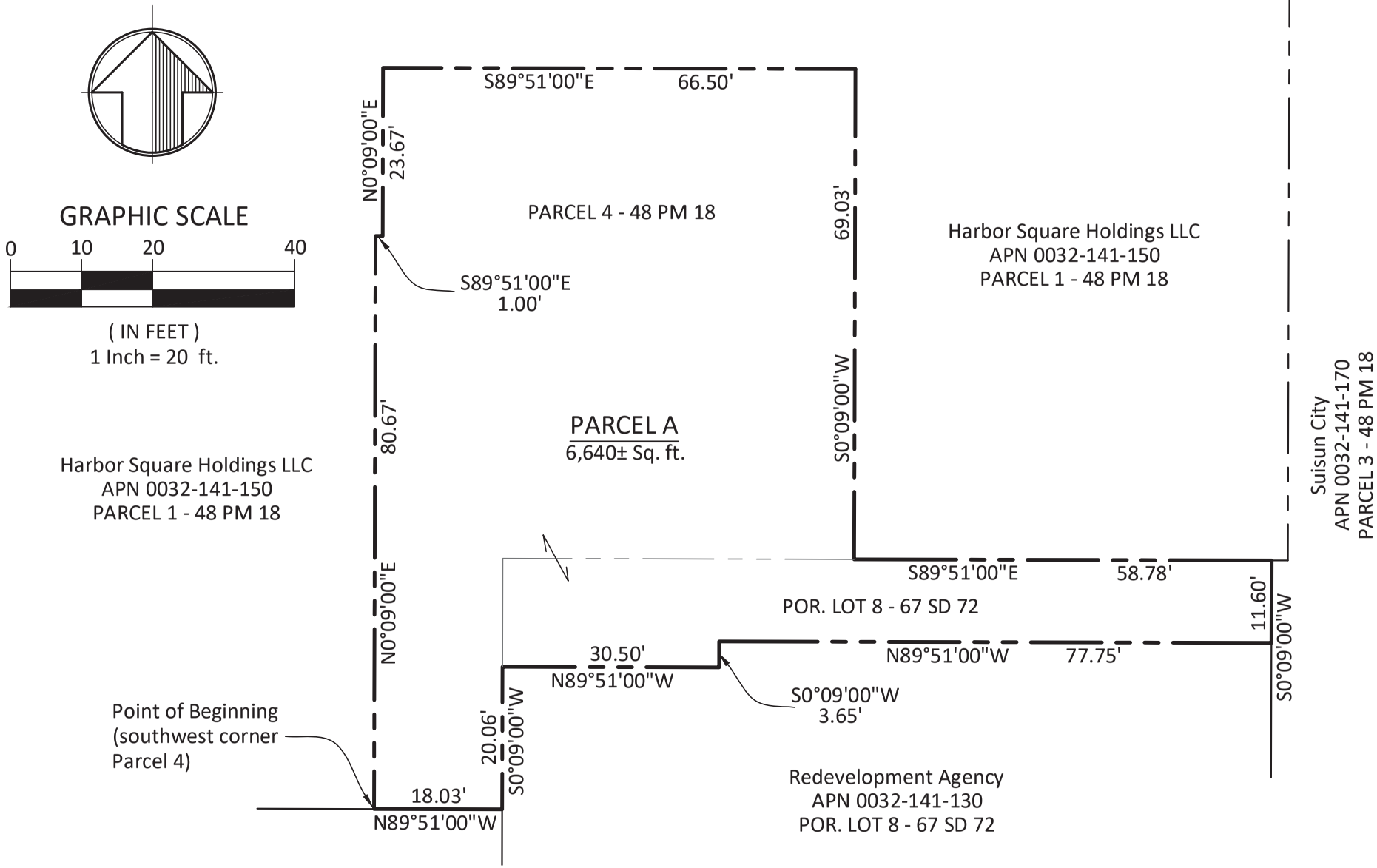
All that certain real property situate in the City of Suisun City, Solano County, California, being all of Parcel 4 as shown on that certain map entitled "Parcel Map for Suisun City Redevelopment Project Main Street West Partners", filed for record October 27, 2006 in Book 48 of Parcel Maps at Page 18 (48 PM 18) in the office of the Solano County Recorder, together with a portion of Lot 8 as shown on that certain map entitled "Final Map of Suisun Harbor Plaza Unit 2", filed for record December 5, 1997 in Book 67 of Maps at Page 72, in said Recorder's office, being more particularly described as follows:

Beginning at the southwest corner of said Parcel 4, thence along the west, north, and east lines of said parcel the following five courses: North 0°09'00" East, 80.67 feet; thence South 89°51'00" East, 1.00 feet; thence North 0°09'00" East, 23.67 feet; thence South 89°51'00" East, 66.50 feet; thence South 0°09'00" West, 69.03 feet to an angle point in said east line, said angle point also being on the north line of said Lot 8; thence along the north and east lines of said Lot 8 South 89°51'00" East, 58.78 feet and South 0°09'00" West, 11.60 feet; thence leaving last said east line, North 89°51'00" West, 77.75 feet; thence South 0°09'00" West, 3.65 feet; thence North 89°51'00" West, 30.50 feet to a point on the general east line of said Parcel 4; thence along the general east and south lines of said Parcel 4 South 0°09'00" West, 20.06 feet and North 89°51'00" West, 18.03 feet to the point of beginning.

Containing 6,640 square feet, more or less.

Bearings used in this description are based upon Book 67 of Maps at Page 72, Solano County Records.

Note: This is a draft review copy; the final version will bear the Land Surveyor's signature & seal.



MOUNTAIN PACIFIC SURVEYS
1735 Enterprise Dr, Suite 109
Fairfield, CA 94533
PH (707) 425-6234
FAX (707) 425-1969

EXHIBIT "A"

Plat To Accompany Legal Description
PARCEL A (Includes Fireplace)

CITY OF SUISUN CITY SOLANO COUNTY CALIFORNIA

Scale	1" = 20'
Date	03/25/24
Proj. No.	523089
Sheet No.	2 of 2

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AGENDA ITEM NO. 10.

AGENDA TRANSMITTAL

MEETING DATE: August 19, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Approving the Solano Express Intercity Transit Funding and Cost-Sharing Agreement.

FISCAL IMPACT: The approval of the Solano Express Intercity Transit Funding and Cost-Sharing Agreement has no fiscal impact on the General Fund.

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

BACKGROUND:

The intercity transit routes that serve Solano County are known as Solano Express and are operated by Solano County Transit (SolTrans) via an agreement with the Solano Transportation Authority (STA). Solano Express is funded by contributions from six cities (Benicia, Dixon, Fairfield, Suisun City, Vacaville, and Vallejo), the County of Solano, STA, and Regional Measure 2 (RM 2) and RM 3 funds determined by the STA Board.

The STA has been working with the funding agencies through the Intercity Transit Funding Working Group over the past sixteen years and developed an Intercity Transit Funding Agreement to stabilize the Solano Express operating funding. The cost-sharing for each route is based on the residence of the ridership (80%) and population share (20%).

In FY 2012-13, a revised Intercity Transit Funding Agreement was approved by participating agencies and modified to ensure that the essential elements of the agreement could withstand the test of time, eliminating the need for annual updates and signatures from all city managers, public works directors, and agency attorneys. The STA Board approves the Solano Express operating budget annually after the Intercity Transit Funding Working Group, comprised of all funding agencies, reviews it. The agreement continues in perpetuity unless parties decide otherwise, or a need arises to amend the agreement. However, this year, SolTrans has requested that each funding partner have their prospective governing board review and approve the Intercity Transit Funding and Cost-Sharing Agreement before SolTrans signs the agreement.

STAFF REPORT:

Every two years, STA conducts a Solano Express Ridership survey so that the ridership residency can be updated in the Intercity Funding Agreement. The most recent Solano Express ridership Survey was conducted by Quantum Market Research (QMR) between May and July 2024. QMR completed 1,409 onboard surveys throughout the Solano Express system, which is comprised of the Blue, Green Express, Red, Rt. 82, and Yellow lines. Attachment A compares the residency of ridership over the last few surveys, which were conducted in 2018 and 2022, to the most recent 2024 survey.

Given QMR's most recent survey, Suisun City's residents utilizing Solano Express decreased from

6.2% in 2022 to 4% in 2024. Based upon this decrease in usage by Suisun City residents, Suisun City's financial contribution to the Solano Express system has decreased. Suisun City's financial contribution to Solano Express decreased from $188,536 in 2022 to $126,648 in 2024 for an overall reduction of $61,888. This financial decrease will become effective in the FY 2025-26 Intercity Transit Funding Agreement and will remain until the STA conducts another Solano Express Ridership survey, likely to occur in 2026, with the results of that survey taking effect in FY 2027-28.

Member contributions, per the Intercity Transit Funding Agreement, typically occur with Transportation Development Act (TDA) funding, which is then claimed directly by the operator. Suisun City's TDA budget was approved on July 1, 2025, and included Suisun City's contribution of $126,648 as stipulated under the Intercity Transit Funding Agreement.

STAFF RECOMMENDATION: It is recommended that the City Council approve the staff recommendation and approve the Solano Express Intercity Transit Funding and Cost-Sharing Agreement and adopt the following resolution:

a. Council Adoption of Resolution No. 2020-___: Approving the Solano Express Intercity Transit Funding and Cost-Sharing Agreement

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DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2020-___: Approving the Solano Express Intercity Transit Funding and Cost-Sharing Agreement
2. Attachment 2, City of Residence Comparison
3. Attachment 2b, Intercity Transit Funding Agreement

PREPARED BY:	Ashley Nash, Administrative Assistant
REVIEWED BY:	Brandon Thomson, Senior Transit Mobility Coordinator
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Attachment 1. Resolution for Solano Express Funding and Cost Sharing Agreement.doc
2. Attachment 2 - Intercity Transit Funding and Cost Sharing Agreement.docx
3. Attachment 3 - Residency Comparison

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RESOLUTION NO. 2025 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO APPROVE THE SOLANO EXPRESS INTERCITY TRANSIT FUNDING AND COST-SHARING AGREEMENT

WHEREAS, the intercity transit routes serving Solano County, known as Solano Express, are operated by Solano County Transit (SolTrans) through an agreement with the Solano Transportation Authority (STA); and

WHEREAS, Solano Express is funded by contributions from six cities (Benicia, Dixon, Fairfield, Suisun City, Vacaville, and Vallejo), the County of Solano, STA, and Regional Measure 2 (RM 2) and RM 3 funds determined by the STA Board; and

WHEREAS, over the past sixteen years, the STA has sponsored, and Solano County and the Cities have joined and participated in, the Intercity Transit Funding Working Group (ITFWG); and

WHEREAS, the cost-sharing formula for each route is based on the city of residence of the ridership (80%) and population share (20%); and

WHEREAS, STA conducts a Solano Express ridership survey every two years to update the ridership residency data used in the Intercity Funding Agreement; and

WHEREAS, based on the most recent survey, the percentage of Solano Express riders residing in Suisun City decreased from 6.2% in 2022 to 4% in 2024, resulting in a corresponding reduction in the City's financial contribution from $188,536 in 2022 to $126,648 in 2024, a total decrease of $61,888; and

WHEREAS, this reduction in financial contribution will take effect in the FY 2025-26 Intercity Transit Funding Agreement and remain in place until the next ridership survey, anticipated in 2026, with any changes from that survey to take effect in FY 2027-28; and

WHEREAS, in accordance with the Intercity Transit Funding Agreement, member contributions are typically made through Transportation Development Act (TDA) funding, which is claimed directly by the operator, and Suisun City's TDA budget, approved on July 1, 2025, includes its annual contribution of $126,648 as required by the agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby authorizes the City Manager to enter into the Solano Express Intercity Transit Funding and Cost-Sharing Agreement on behalf of the City with the Solano Transportation Authority and other participating governmental entities in Solano County, and to take all actions necessary and appropriate to implement the agreement.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 19th of August 2025, by the following vote:

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

WITNESS my hand and the seal of the City of Suisun City this 19th of August 2025.

_____
Anita Skinner
City Clerk

INTERCITY TRANSIT FUNDING AND COST SHARING AGREEMENT (SOLANO EXPRESS) BY AND AMONG THE SOLANO TRANSPORTATION AUTHORITY, THE COUNTY OF SOLANO, THE SOLANO COUNTY TRANSIT, THE CITY OF DIXON, THE CITY OF FAIRFIELD, THE CITY OF SUISUN CITY, AND THE CITY OF VACAVILLE

THIS AGREEMENT("Agreement") is made and entered into as of this **1st day of July, 2025__**, by and among the SOLANO TRANSPORTATION AUTHORITY, a joint powers entity organized under Government Code section 6500 et seq., and the Congestion Management Agency (CMA) and the County Transportation Authority (CTA) for Solano County, hereinafter referred to as "**STA**", and the governmental entities in Solano County providing intercity transit services to the citizens of Solano County: to wit:

THE COUNTY OF SOLANO ("**County**"), a political subdivision of the State of California; SOLANO COUNTY TRANSIT ("**SolTrans**"), a joint powers entity organized under Government Code section 6500 et seq.; and FOUR MUNICIPAL CORPORATIONS ("**Cities**") in Solano County:

The City of Dixon,
The City of Fairfield,
The City of Suisun City, and
The City of Vacaville

Unless specifically identified, the various public agencies herein may be commonly referred to as the "**Parties**" or "**County**, **City**, and **Cities**" or "**Jurisdictions**· or "**Intercity Transit Operators**" as the context may require.

RECITALS

WHEREAS**,** STA is authorized by Public Utilities Code § 180152 to enter into agreements to provide public transport services and has historically exercised that authority with respect to intercity transit routes and paratransit services; and

WHEREAS, this Agreement establishes certain goals and principles for Intercity Transit Activities in Solano County; and

WHEREAS, the provision of transit services throughout Solano County has been developed on a jurisdiction-by-jurisdiction basis and, as a result, the provision of intercity transit services to the citizens of Solano County may be enhanced by the improved coordination of transit routes and other issues among the transit providers. Further, funding of transit services is a complex process which has been partially remedied by coordination of certain transit funds (including Transportation Development Act (TDA) Funds, State Transit Assistance Funds (STAF), Regional Measure 2 and Regional Measure 3) through the STA for approval by the Metropolitan Transportation Commission (MTC); and

WHEREAS, STA has sponsored, and the County and Cities have joined and participated in, the Intercity Transit Funding Working Group ("**ITFWG**") which is comprised of representatives that are Parties to this Agreement; and

WHEREAS, STA's I-80/I-680/I-780 Transit Corridor Study completed in 2004 identified seven intercity bus routes in Solano County, all of which are subsidized by more than one jurisdiction; and

WHEREAS, the Parties agreed to a cost-sharing methodology and funding for these routes beginning in 2006; and

WHEREAS, in 2018 STA finalized the Intercity Corridor Study (Solano Express) and approved the transition from seven (7) routes to four (4) color system: Blue, Green, Red, and Yellow; and

WHEREAS, STA's Comprehensive Transportation Plan (CTP) for Solano County plans, directs, and prioritizes the transportation needs of Solano County, and incorporates various STA studies and plans into a 25-year planning document, and the Solano CTP 2040 was completed in June 2020; and

WHEREAS, STA, Solano County, the incorporated cities in Solano County providing transit services (Dixon, Fairfield, Suisun City, and Vacaville), and SolTrans have previously commenced, and have agreed to fund, express transit services as part of this Intercity Transit Funding and Cost Sharing Agreement including express route transit service provided by SolTrans between Vallejo, Benicia and Walnut Creek BART station and return (collectively, "**SERVICES**"). The Solano Express routes are defined as the Yellow Line serving Vallejo, Benicia, Concord, and Walnut Creek BART; the Red Line serving Fairfield, Suisun City, Vallejo, and El Cerrito del Norte BART, which was expanded to include servicing San Francisco under Route 82; the Green Line serving Fairfield, Suisun City, and El Cerrito del Norte BART; and the Blue Line serving the I-80 corridor from UC Davis to Walnut Creek BART, serving the communities of UC Davis, Dixon, Vacaville, Fairfield, and Benicia, and a matrix of presently existing Intercity Transit Routes and the service areas covered by this Agreement is outlined in **Attachment A**; and

WHEREAS, STA's coordination of the annual multi-agency TDA matrix, the STAF project funding for the county, Regional Measure 2 (RM 2), and Regional Measure 3 (RM 3) funding has clarified and simplified the funding claims process locally and regionally; and

WHEREAS, continuing to have a coordinated multi-year, multi-agency funding strategy with predictability and some flexibility would help to continue to stabilize intercity transit service funding in Solano County; and

WHEREAS, the Solano County Intercity Transit Operators and other funding partners participated in the aforementioned ITFWG which has, since its inception, met at least annually to review and refine data and funding formula, and to develop core concepts to guide the coordination and funding of intercity transit operations in the future.

AGREEMENT

NOW, THEREFORE, STA, the County, SolTrans (representing the cities of Benicia and Vallejo) and the Cities of Dixon, Fairfield, Suisun City, and Vacaville in consideration of the mutual promises herein, agree as follows:

Part I
Transit Coordination and Guiding Principles

Principle 1:
To provide certainty to Intercity Transit Operators and funding partners, and to establish a consistent method and an agreement for sharing subsidies for all intercity transit routes by Solano Intercity Transit Operators based on a consensus of the participating jurisdictions.

Principle 2:
To focus limited financial resources and deliver productive, connective, and reliable intercity transit service and to develop a cost effective and affordable intercity route structure that will: 1) be implemented with the agreed upon subsidy sharing agreement; 2) meet the policy/coverage requirements agreed upon; and 3) be marketed jointly.

Principle 3:
To develop strategies to consistently evaluate, modify, and market intercity transit services with the implementation of this Agreement.

Principle 4:
To comply with all local, state, and federal rules and regulations, including Title VI.

Part II
Service Plan Review

In 2006, the Parties initially developed a set of criteria for evaluating intercity transit routes and service plans in order to provide consistency of analysis and a comprehensive, common, and uniform methodology for such evaluations:

1. Service Productivity Measures:
   - Passengers per revenue hour.
   - Passengers per trip.
   - Passengers per revenue mile.

2. Cost Efficiency Measures:
   - Cost per vehicle revenue hour.
   - Cost per vehicle revenue mile.

3. Cost Effectiveness Measures:
   - Cost per passenger trip.
   - Farebox Recovery Ratio.

4. Policy/Coverage Requirements:
   - Provides connectivity between cities.
   - Provides regional transit connections.
   - Meets unmet transit needs.
   - Minimize stops in each city.
   - Is user friendly.

The Solano Express Performance Benchmarks were initially developed in fiscal year (FY) 2012-13 and updated in October 2016 in order to better monitor and evaluate the consolidated seven routes system into initially a four-route system and with the addition of Route 82 now a five-route system known as Solano Express and will specify the metrics and performance standards against which actual performance of the Intercity Routes will be measured.

Part Ill
Intercity Transit Funding and Cost Sharing Agreement

A. Included Intercity Transit Routes/ Intercity Transit Route Definition

To be included in this Agreement, a route must meet all five of the following criteria:

1. Operates between two cities; and
2. Has a monthly ridership of at least 2,000; and
3. Operates at least five (5) days per week; and
4. Has been operating for at least a year and is not scheduled for deletion within the fiscal year; and
5. Maintains service that meets at least one of the performance standards identified in the Coordinated Short Range Transit Plan (SRTP) with regards to service productivity, cost efficiency, and cost effectiveness.

B. Baseline Cost Data Source

Annually each Intercity Transit Operator shall prepare a baseline cost estimate. The baseline cost estimate for the fiscal year shall be based on the Intercity Transit Operators' preliminary budget for that fiscal year prepared in the Spring preceding the start of the fiscal year. The preliminary budget estimate shall include unit cost or line-item cost escalation (as appropriate), cost changes due to service changes (e.g., changes to service hours), changes due to contract changes and estimates of allocated overhead costs by mode. The preliminary budget estimate shall include a comparison to the most recent audited year's actual expenses and revenues, and estimated budget vs. actual expenses and revenues for the preceding and any unaudited fiscal years.

The baseline cost estimate shall be submitted with the Intercity Transit Operators' completed three variable cost allocation model that includes an estimate of fares by route and other subsidies by route. Sources for other subsidies shall be identified in the cost allocation model or by another means to make clear the amounts and sources of other subsidies.

C. Mid-Year Budget or Cost Changes

Each Intercity Transit Operator shall report to the ITFWG and Solano Express Intercity

Transit Consortium ("**Transit Consortium**") variances from the planned/budgeted costs and revenues for each intercity transit route no later than February 1st of each year. Budget variances and changes in subsidy requirements shall be considered by the ITFWG and Transit Consortium.

D. <u>Baseline Data Definitions</u>

The definitions for revenue service miles, and revenue service hours as used for the cost allocation model shall follow the definitions provided by the National Transit Database (NTD) and shall be consistent with the NTD data reported by the Intercity Transit Operators. In the event that routes are interlined, peak vehicles shall be allocated by the proportion of the peak period operated by each intercity transit bus. In any case, the total peak vehicles used in the cost allocation model shall not exceed the total peak fleet reported in NTD.

E. <u>Cost Allocation Model</u>

The ITFWG has agreed to use a three variable cost model for allocating intercity transit costs by route. This model is based on the NTD's recommended approach for allocating transit costs by vehicle hours, and vehicle miles. The ITFWG uses this model to assign intercity transit costs by route. The results of the cost model form the basis for allocating subsidies to each jurisdiction. Each Intercity Transit Operator shall input data into the model and the models shall be submitted to STA and each jurisdiction for further use and review.

F. <u>Net Costs to be Shared</u>

The net cost of each intercity transit route is the total cost of the route minus farebox revenue, RM 2 and RM 3 funds, STAF, FTA, and other non-TDA operating funds that are applied to the route.

G. <u>Ridership Survey Data</u>

On-board ridership surveys have been taken periodically since 2006 to provide the ITFWG with data regarding the number of riders by jurisdiction of residence by intercity route. This data is assembled for use in establishing the cost sharing formula set forth in this Agreement. The on-board survey will be conducted periodically and no less frequently than every three (3) years by STA for purposes of updating the ridership information in this Agreement. The last Solano Express Ridership Survey was completed during the Spring of 2022 and subsequently adopted by the STA Board in October 2022. The Ridership Survey update was completed as scheduled for 2024 and will be provided to the ITFWG in preparation for fiscal year 2025-26. The next Ridership Survey will be scheduled in 2026.

H. <u>Population Data</u>

City and County Unincorporated population data for Solano County shall be obtained from the most current publication of the State of California Department of Finance E-4 Population Estimates for Cities, Counties and State. This information shall be updated and incorporated into this Agreement's cost sharing formula annually.

I. Intercity Transit Cost Sharing Formula

Intercity transit costs shall be shared among the jurisdictions based upon an agreed upon formula whereby the net cost of each route is further reduced by the County Unincorporated Area's agreed upon proportionate share for each route, up to an agreed upon maximum for the County share. The County share is negotiated annually and is based on either the proportion of the County's population share of the net subsidy required, or by increasing the prior year County share by the Consumer Price Index. The resulting net cost is shared twenty percent (20%) by population share and 80% by ridership by jurisdiction of residence. The subsidy amounts provided by each jurisdiction will be included in the annual TDA matrix prepared by STA and submitted to MTC.

J. Cost Estimates and Actual Costs -- Year End Reconciliation

The baseline cost information used in the cost allocation model is based on preliminary budget information for the next fiscal year. As such, the costs are estimates only and are subject to change.

1. After annual audited financial statements are presented to and/or approved by the Intercity Transit Operators' governing body, transit operator staff will update the data in the Cost Allocation Model ("**CAM**") for the audited fiscal year. Updated actual cost, revenue (fares and other revenue), hours, miles, and peak vehicle data shall be included in the cost allocation model, consistent with the data reported to NTD.

2. Using results of the CAM populated with actual audited data, STA will recalculate the subsidy shares owed by each jurisdiction for the fiscal year and compare the amounts to the amounts paid according to the cost sharing formula in the Agreement.

3. Differences between the planned/budgeted subsidies included in the Agreement and the actual subsidy requirements based on audited data will be identified and a "true-up" will be performed. Subsidy surpluses (overpayments by a jurisdiction for its formula share of intercity transit services) and deficits (underpayments by a jurisdiction for its formula share of intercity transit services) will be applied to the subsequent year's amount due for intercity transit services. Based on the availability of audited data after the close of a fiscal year, there will be a two-year lag for applying actual results for a given fiscal year to the subsidy shares for the upcoming budget year. That is, reconciliation for Year 1 (for example, Fiscal Year 2023-24) will be applied to the subsidy shares due for Year 3 (for example, Fiscal Year 2025-26). The Parties intend to begin this reconciliation process with FY 2022-23, which will inform the amount to be contributed by each Party in FY 2024-25.

K. Application of the Intercity Transit Cost Sharing Formula

The Intercity Transit Operator shall provide the actual mid-year cost for the current fiscal year and the estimated cost for the forthcoming fiscal year no later than March 15th. The intercity transit cost sharing formula shall be calculated and the results presented to the ITFWG, Transit Consortium, and Technical Advisory Committee ("**TAC**") no later than April annually, unless a different date is agreed-to by the parties to this Agreement. The results of these calculations are shown in **Attachment A** to this Agreement. **Attachment A** shall be modified administratively and recommendation of the ITFWG will be presented to the Transit

Consortium and TAC for consideration and approved by a vote of the STA Board no later than May each year.

L. Reporting

The Intercity Transit Operators shall report at least quarterly to the STA and ITFWG the following information by intercity route in accordance with the established benchmarks:

- Budget vs. actual cost for the quarter;
- Budget vs. actual cost per revenue service hour for the quarter;
- Budget vs. actual fares for the quarter;
- Ridership;
- Service hours;
- Missed trips by route;
- Missed stops by route;
- Service design;
- Service productivity;
- Cost efficiency; and
- Cost effectiveness.

M. Role and Responsibility of the ITFWG

Recognizing that seven of eight local jurisdictions within Solano County participate in funding intercity transit routes, all proposed fare and service changes shall be presented by the Intercity Transit Operators to the ITFWG, Transit Consortium, TAC and approved by the STA Board at least one hundred eighty (180) days prior to implementation and in sufficient time for the ITFWG's consideration. All participating jurisdictions are responsible for participating in the ITFWG and for meeting their financial obligations under this Agreement.

Part IV
General Terms and Conditions

1. Term of Agreement

This Agreement is effective as of the date written above and shall continue through fiscal year 2025-26, with an option to renew, unless it is terminated or modified in writing with approval by the STA Board and a majority of the other signatories representing a majority of the population of Solano County.

2. Method for Claims

All funding claims for TDA, STAF, or RM 2 and RM 3 funds for intercity transit services identified under this Agreement shall be made by the eligible Parties to MTC and shall be consistent with the annual funding matrix prepared by STA in coordination with the Parties. As required under current policy, TDA claims must be approved by the STA Paratransit Coordinating Council (PCC), Transit Consortium, TAC, and STA Board prior to approval by MTC.

3. Independent Contractors

STA shall perform this Agreement as an independent contractor. STA shall, at its own risk and expense, determine the method and manner by which duties imposed on STA by this Agreement shall be performed; provided however that the County and Cities may monitor the work performed by STA. For projects or studies undertaken pursuant to this Agreement by the County or any of the Cities, said County or City shall perform this Agreement as an independent contractor. Said County or City shall, at its own risk and expense, determine the method and manner by which duties imposed on them by this Agreement shall be performed; provided however, that the other Parties may monitor the work performed by said County or City.

4. Transit Services

STA contracts with Intercity Transit Operators to provide any and all labor, equipment, tools, fuel, material, management, data management, financial services, and operations services related to and necessary for implementation and operation of said SERVICES upon the terms and conditions set forth. Intercity Transit Operators shall provide the SERVICES pursuant to the provisions set forth in the attached exhibits which are incorporated into this Agreement as though set forth in full:

Exhibit A: (Scope of Services)
Exhibit B: (Routes, Schedule and Fares for Service)
Exhibit C: (Performance Measures)

5. Indemnification

The Parties and STA shall defend, indemnify and hold harmless each other and their respective officers, agents, employees, or subcontractors from any claim, loss or liability, including, without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any aspect of the performance by any of the Parties or STA, or their respective officers, agents, employees, or subcontractors of activities required under this Agreement, and any fees and/or costs reasonably incurred by the staff attorneys or contract attorneys of the Party(ies) to be indemnified, and any and all costs, fees and expenses incurred in enforcing this provision.

6. Insurance

During the term of this Agreement, Intercity Transit Operators shall ensure their contractor maintains insurance coverage and lists STA and SolTrans as additional insured at least as broad as:

- Commercial General Liability Insurance
- Automobile Liability Insurance
- Workers' Compensation insurance

Minimum Limits of Insurance:

(1)	General Liability: (Including operations,	$10,000,000	per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general

	products and completed operations.)		aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2)	Automobile Liability:	$10,000,000	per accident for bodily injury and property damage.
(3)	Workers' Compensation:	As required by the State of California.	

The endorsements should be on forms provided by the STA or on other than the STA's forms, provided those endorsements or policies conform to the requirements stated in this clause. All certificates and endorsements must be received and approved by the STA. STA reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting coverage required by these specifications.

7. Termination

Any individual Party may terminate this Agreement at the end of the fiscal year for the future fiscal year upon thirty (30) days written notice to the Parties. Request for termination of the Agreement is to come from the policy board of the agency requesting termination of their participation in the Agreement.

8. Authority of STA

STA, following consultation with Parties, shall decide all questions which may arise as to the quality or acceptability of work performed and as to the manner of performance of the work performed and all questions as to the acceptable fulfillment of this Agreement on the part of Parties.

STA reserves the right to assign its responsibilities under Agreement to a successor governmental entity for the provision of the public transportation services herein addressed. Unless otherwise agreed, such assignment shall constitute a complete novation between STA and Parties and receipt by Parties from STA of sums then due and payable for services rendered pursuant to Agreement prior to assignment shall constitute a complete accord and satisfaction as between STA and Parties.

9. No Waiver

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

10. Notices

All notices required or authorized by this Agreement shall be in writing and shall be delivered in person, by e-mail, or by deposit in the United States mail, by certified mail, postage prepaid, return- receipt requested. Any mailed notice, demand, request, consent, approval, or communication that a Party desires to give to the other Parties shall be addressed to the other Parties at the addresses set forth below. A Party may change its address by notifying the other Parties of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five (5) days following the date of deposit, whichever is earlier.

CITY OF DIXON
Louren Kotow
Public Works Director
600 East A Street
Dixon, CA 945620
lkotow@cityofdixon.us

CITY OF FAIRFIELD
Sanjay Mishra
Public Works Director
1000 Webster Street
Fairfield, CA 94533
smishra@fairfield.ca.gov

CITY OF SUISUN CITY
Nouae Vue
Public Works Director
701 Civic Center Boulevard
Suisun City, CA 94585
bprebula@suisun.com

CITY OF VACAVILLE
Brian McLean
Public Works Director
650 Merchant Street
Vacaville, CA 95688
brian.mclean@cityofvacaville.com

COUNTY OF SOLANO
Matt Tuggle
Engineering Manager
675 Texas Street, Suite 5500
Fairfield, CA 94533
mrtuggle@solanocounty.com

SOLANO COUNTY TRANSIT
Beth Kranda
Executive Director
311 Sacramento Street
Vallejo, CA 94590
beth@soltransride.com

SOLANO TRANSPORTATION AUTHORITY
Daryl K. Halls
Executive Director
423 Main Street
Suisun City, CA 94585
dkhalls@sta.ca.gov

11. Subcontracts

Within the funds allocated to the Parties under this Agreement. All Parties are hereby given the authority to contract for any and all of the tasks necessary to undertake the projects or studies contemplated by this Agreement.

12. Amendment/Modification

Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of STA and the Parties.

13. Interpretation
Each Party has reviewed this Agreement, and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as if all Parties drafted it. The headings used herein are for convenience only and shall not affect the meaning or interpretation of this Agreement. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California.

14. Disputes and Dispute Resolution
If a dispute should arise between some or all of the Parties to this Agreement relative to the performance and/or enforcement of any provision of this Agreement, the dispute shall first be considered by the ITFWG. A recommended resolution based on the deliberations of the ITFWG will be presented to the Transit Consortium and TAC for their consideration. Final resolution of disputes will be determined by the STA Board of Directors following consideration of the Transit Consortium and TAC.

15. STA's Remedies on Breach
It is understood and agreed that in the event the Intercity Transit Operators do not perform the SERVICES in the manner required by the terms of this Agreement, then, in addition to all other remedies, penalties and damages provided by law, STA may provide such SERVICES and deduct the cost of doing so from the fund sources contemplated by this Agreement, including TDA amounts or historical funding shares claimed, due, or to become due to the Intercity Transit Operators.

16. Status of Parties
Parties shall be independent contractors and neither Parties nor any of its employees, agents or volunteers shall be employees of STA for any purpose related to this Agreement. This Agreement is by and between independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or any type of association between and among the Parties.

17. Permits to Operate
At its sole cost and expense, Intercity Transit Operators shall obtain any and all permits, licenses, certifications, or entitlements to operate as are now or hereafter required by the State of California or any federal agency to enable Intercity Transit Operators to perform the SERVICES, and shall provide copies of all such entitlements to STA when received by Intercity Transit Operators. STA and Intercity Transit Operators shall cooperate and share equally in the cost and expense and process for obtaining any and all permits, licenses, certifications or entitlements required by any local agency for the provision of the SERVICES.

18. Severability
If any provision of this Agreement, or any portion thereof is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

19. Local Law Compliance
The Parties shall observe and comply with all applicable Federal, State, and local laws, ordinances, and Codes.

20. Non-Discrimination Clause
a) During the performance of this Agreement, the Parties and their subcontractors shall not deny the benefits thereof to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. STA shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

b) The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900. et seq.), the regulations promulgated thereunder (Title 2. California Code of Regulations. section 7285.0, et seq.), the provisions of Article 9.5, Chapter I, Part I, Division 3, Title 2 of the Government Code (sections 11135-1139.5) and any state or local regulations adopted to implement any of the foregoing as such statutes and regulations may be amended from time to time.

21. Force Majeure
Parties shall not be held responsible for/losses, delays, failure to perform, or excess costs caused by unforeseeable events beyond the control of Parties. Such events may include, but are not restricted to, the following: Acts of God, fire, epidemics, pandemic, quarantine, stay-at-home or shelter in place orders and unforeseen modification to those orders, earthquake, flood, or other natural disaster; riots, strike, war, and unavailability of fuel.

If the performance of this Agreement, or of any obligations hereunder, is prevented, restricted or interfered with by reason of natural disaster, war, civil disturbance, labor dispute or other cause beyond Parties' reasonable control, Parties, upon giving prompt notice to STA, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference and STA shall likewise be excused from performance of its obligations on a day-for-day basis where performance is so prevented, restricted or interfered with; provided that STA and Parties shall each use its best efforts to avoid or remove such causes of nonperformance and both parties shall proceed to perform with dispatch whenever such causes are removed or cease. In the event of a delaying condition having more than ninety (90) days duration, the non-delaying party or parties may terminate this Agreement.

22. Audit
a) Parties shall permit the authorized representatives of STA, the MTC, the State of California, the U.S. Department of Transportation, and/or the Comptroller General of the United States to inspect and audit all data and records of the Parties relating to performance under this Agreement.

b) Parties agree to accept responsibility for receiving and replying to and/or complying with

the audit exceptions by appropriate STA, Solano County, State of California, or federal audit agencies occurring as a result of its performance of this Agreement.

23. Financial Records/Separate Records

Intercity Transit Operators shall maintain accurate and complete books, records, data, and documents on generally accepted accounting principles in accordance with Uniform System of Accounts and records adopted by the State Controller pursuant to section 99243 of the Public Utilities Code and as required by MTC. Such records shall be kept in such detail and form to meet applicable local, state, and federal requirements.

A complete and separate set of books, accounts, and/or records shall be maintained by Intercity Transit Operators, which records shall show details of transactions pertaining to the management, maintenance, and operation of this service under the terms of this Agreement. Intercity Transit Operators' records shall be kept with sufficient detail to constitute an audit trail to verify that any and all costs charged to the system created by this Agreement are in fact due to operations pursuant in this Agreement and not due to other operations by Intercity Transit Operators.

24. Access to Records

STA, the MTC, any other agency responsible for funding or oversight of this operation, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Intercity Transit Operators which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions of Intercity Transit Operators' files. Intercity Transit Operators shall maintain all these records for a period of at least four (4) years following contract closeout to allow for audits, examinations, excerpts, and transcriptions of Intercity Transit Operators' files.

25. Conflict of Interest

The Parties hereby covenant that they presently have no interest not disclosed, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations hereunder, except for such conflicts that the Parties may consent to in writing prior to the acquisition by a Party of such conflict.

26. Entirety of Agreement

This Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof.

[signatures on the next page]

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

CITY OF DIXON By: _____ Jim Lindley, City Manager	APPROVED AS TO FORM By: _____ City Attorney
CITY OF FAIRFIELD By: _____ David Gassaway, City Manager	APPROVED AS TO FORM By: _____ City Attorney
CITY OF SUISUN CITY By: _____ Bret Prebula, City Manager	APPROVED AS TO FORM By: _____ City Attorney
CITY OF VACAVILLE By: _____ Aaron Busch, City Manager	APPROVED AS TO FORM By: _____ City Attorney
COUNTY OF SOLANO By: _____ Bill Emlen, County Administrator	APPROVED AS TO FORM By: _____ County Counsel
SOLANO COUNTY TRANSIT (SOLTRANS) By: _____ Beth Kranda, Executive Director	APPROVED AS TO FORM By: _____ SolTrans Legal Counsel
SOLANO TRANSPORTATION AUTHORITY (STA) By: _____ Daryl K. Halls, Executive Director	APPROVED AS TO FORM By: _____ STA Legal Counsel

ATTACHMENT A
INTERCITY TRANSIT FUNDING AND COST SHARING AGREEMENT
FY 2024-25 COST SHARING FORMULA CALCULATION

A. Included Intercity Transit Routes

The following intercity transit routes meet the definition and criteria described in Part III(A) of the Intercity Transit Funding and Cost Sharing Agreement and thereby are qualified to be included in the cost sharing formula for FY 2024-25:

Transit Operator	RT	Dixon	Fairfield	SolTrans	Suisun City	Vacaville	County
SolTrans	Blue Line	x	x	x		x	x
SolTrans	Green Line		x		x		x
SolTrans	Yellow Line			x			x
SolTrans	Red Line		x	x	x		x
SolTrans	Rt. 82		x	x			x

B. Cost Allocation Models

Cost allocation models provided by SolTrans used in the calculation of intercity cost shares will follow the definitions included in the Agreement.

C. Ridership Survey Data

Ridership Survey data collected in 2022 was used as input to the FY 2023-24 intercity cost sharing calculations. Ridership Survey dated collected in 2024 will be used as input to the FY 2025-26 intercity cost sharing calculations.

D. County Share

The County agreed upon share for FY 2024-25 is based on the prior year share increased by the Consumer Price Index (CPI) for the previous year. CPI data for this calculation is based on the Bureau of Labor Statistics, All Urban Consumers, San Francisco, Oakland, and San Jose Urban Area. The maximum County share used in calculating the FY 2024-25 intercity cost sharing amounts will be $198,776.

E. FY 2024-25 Intercity Cost Sharing Formula Results

The Fiscal Year 2024-25 Solano Express Intercity Operating Budget and Cost Sharing Plan was approved by the STA Board on July 10, 2024, which is outlined below:

PERCENTAGE OF FUNDING CONTRIBUTION

Solano Express Service	FY 25-26 DRAFT
Revenue Service Hours	**45,000**
IFA Cost/Hr	$ 230.37
Total Estimated Cost	**$ 10,366,650**
Revenues	
Fares	$ 1,060,068
RM-2	$ 2,149,916
RM-3	$ 1,000,000
STAF	$ 3,150,131
STAF Carryover	$ 145,889
Solano College Pass	$ 50,000
Benicia	$ 146,629
Dixon	$ 37,913
Fairfield	$ 537,074
Suisun City	$ 126,648
Vacaville	$ 336,036
Vallejo	$ 1,426,451
Balance of County	$ 199,895
FTA ARP	$ -
Total Revenue	**$ 10,366,650**

F. Annual Update to the Intercity Transit Cost Sharing Formula Calculation

This attachment shall be modified administratively and shall be presented by the Intercity Transit Operators to the ITFWG, Transit Consortium, TAC and approved by the STA Board each year.

EXHIBIT A

BLUE LINE, GREEN LINE, YELLOW LINE, RED LINE, AND ROUTE 82

SCOPE OF WORK

I. SERVICES

A. Operations Generally

Intercity Transit Operators shall provide turnkey express route transportation services in compliance with the requirements outlined in this Scope of Work, the Routes and Schedule for the Services included as **Exhibit B**.

B. Personnel Generally

Intercity Transit Operators shall provide all administrative, operations, and maintenance personnel necessary to responsibly operate the Blue Line, Green Line, Yellow Line, Red Line, and Route 82 of the Solano Express Transit system, including any required on-board security or supervision.

C. Items provided by Intercity Transit Operators

1. Intercity Transit Operators shall provide computer hardware and software necessary for dispatch, maintenance, administration, recordkeeping, on-board infrastructure, and reports required to operate the service, including a fully functioning automatic vehicle locator (AVL) and automatic passenger counts (APC) once certified, used to operate and dispatch the system, and a mechanism to communicate timely and accurate service information to passengers.

2. Intercity Transit Operators shall provide all facilities, buses, tools, equipment, fuel, oil, tires, batteries, parts, cleaning supplies, office supplies, office equipment and such other items or materials required to professionally operate, maintain, and administer the Service.

3. Intercity Transit Operators shall provide:

i. All tools and equipment to perform the preventive maintenance inspection and repair activities required in this Scope of Work.

ii. All tools and equipment necessary to perform, periodic service and adjustments and make mechanical repairs.

iii. All cleaning equipment and supplies necessary to clean the buses and maintain equipment in accordance with this Scope of Work.

II. INTERCITY TRANSIT OPERATORS REGULATORY COMPLIANCE

Intercity Transit Operators shall comply with all applicable state and federal laws and regulations, and shall conform to all instructions and make all corrections required by the CHP, other applicable regulatory agencies regarding the use and maintenance of buses and overall operations of the service.

III. REPORTS; RECORDS; INSPECTIONS BY STA

A. Operating Reports: Each quarter, Intercity Transit Operators shall collect and after validation, submit by the twenty-fifth (25th) day of the following month to the STA operating, financial and user data for the Blue Line, Green Line, Yellow Line, Red Line, and Route 82. The format of Intercity Transit Operators' reports shall be mutually agreed to by STA and Intercity Transit Operators. Such data shall include, but not be limited to, the following:

1. Reports submitted on a Quarterly basis:
   a) Budget versus actual report for operating expenses, breakdown of actual fare revenue, actual cost, actual revenue hours, actual ridership, and fare box recovery ratio.
   b) On-time performance by route.
   c) Ridership by route, day, trip, and fare collection method and amount.
   d) Total revenue recorded from data reporting subsystem.
   e) Missed trips by route (partially or fully).
   f) Summary log of all complaints whether valid or not.
   g) Summary of Accident Reports (separated by collision/non-collision and preventable/non-preventable).
   h) Summary of operational problems, if any, including a critique and evaluation of the system and the service, trends on vehicle reliability and maintenance costs and recommended corrective action(s) where appropriate.

2. Other Reports:

   a) CHP Safety Compliance Reports - Submitted to STA annually after CHP submits said report(s) to Intercity Transit Operators.

B. On-Board Survey: STA shall fund, and Intercity Transit Operators shall help coordinate the conducting of ridership surveys in accordance with regulatory guidelines as set forth by the MTC requiring agencies to prepare an SRTP and furnish the data to STA.

The Intercity Transit Operators shall cooperate to conduct boarding surveys on the Blue Line, Green Line, Yellow Line, Red Line, and Route 82 summarizing and reporting to the STA boarding activity by stop, and trip. STA may conduct other surveys during the term of this Agreement. These surveys will determine matters such as socioeconomic, ridership patterns and fare-type characteristics of system users. Intercity Transit Operators shall cooperate in the conduct of these surveys including having its in-service drivers and supervisory personnel participate, where operationally possible, at no additional charge to STA.

C. State/Federal Reporting: Intercity Transit Operators shall prepare and file all reports required by State and Federal authorities, to include as necessary those required by the California Transportation Development Act of 1971 and FTA's National Transit Database. Intercity Transit Operators shall collect data required for TDA, State Controllers Report, NTD, and all other data required by funding and regulatory agencies and provide a copy of these reports to STA upon completion.

D. Data: Intercity Transit Operators agrees that all information required to be furnished by this Agreement shall be free from proprietary restrictions. Intercity Transit Operators further agrees that all such data is public and in the public domain.

E. Financial Records/Separate Records: Intercity Transit Operators shall maintain accurate and complete books, records, data and documents on generally accepted accounting principles in accordance with Uniform System of Accounts and records adopted by the State Controller pursuant *to* section 99243 of the Public Utilities Code and as required by MTC. Such records shall be kept in such detail and form to meet applicable local, state and federal requirements.

A complete and separate set of books, accounts, and/or records shall be maintained by Intercity Transit Operators, which records shall show details of transactions pertaining to the management, maintenance, and operation of this service under the terms of this Agreement. Intercity Transit Operators' records shall be kept with sufficient detail to constitute an audit trail to verify that any and all costs charged to the system created by this Agreement are in fact due to operations pursuant in this Agreement and not due to other operations by Intercity Transit Operators.

F. Record Access: STA, MTC, any other agency responsible for funding or oversight of this operation, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Intercity Transit Operators which are directly pertinent to this Agreement, for the purpose of making audit, examination, excerpts, and transcriptions of Intercity Transit Operators' files. Intercity Transit Operators shall maintain all these records for a period of at least four (4) years following contract closeout to allow for audits, examinations, excerpts and transcriptions of Intercity Transit Operators' files.

IV. TELEPHONE INFORMATION SERVICE

A. Intercity Transit Operators shall provide telephone customer information service to the public during regular business hours, Monday through Sunday. Intercity Transit Operators will ensure STA has up-to-date information on the Blue Line, Green Line, Yellow Line, Red Line, and Route 82 to ensure customer service provided by STA is accurate.

B. Intercity Transit Operators and STA shall also mutually establish processes and standards for responses to requests for service, complaints, and inquiries.

V. ROUTE, SCHEDULE, SERVICE AREAS

Intercity Transit Operators shall provide service in compliance with the bus routes, schedule, service area, and holidays described in **Exhibit B** to this Agreement or any amendments thereto, providing service on schedule in a safe, professional, and courteous manner. Changes to vehicle revenue hours and bus stops shall be presented to the ITFWG, Transit Consortium, and TAC for consideration, and approved by the STA Board prior to implementation.

VI. COMMUNITY RELATIONS; USE OF BUS FOR COMMUNITY RELATIONS; ADDITIONAL STA SERVICES

Intercity Transit Operators shall undertake the community outreach program to sustain and maintain good rapport with the public, including but not limited to: **1)** printing and distributing the Blue Line, Green Line, Yellow Line, Red Line, and Route 82 schedules in a timely manner and maintaining an adequate supply to the STA for outreach and customer service; **2)** maintaining the Blue Line, Green Line, Yellow Line, Red Line, and Route 82 schedules online and ensuring changes are made in a timely manner; **3)** consulting with the STA on special outreach activities to promote Solano Express; and **4)** schedules and marketing materials will include Solano Express logo. STA agrees to pay $45,000 for fiscal year (FY) 2025-26 exclusively for Solano Express marketing. Solano Express marketing funding is contingent upon compliance with the above tasks one through four.

Pursuant to the STA's JPA, STA shall undertake countywide transportation planning, programming transportation funds, managing and providing transportation programs and services, delivering transportation projects, and setting transportation priorities. STA will provide Solano Mobility Commuter Information services to Intercity Transit Operators in support of the Blue Line, Green Line, Yellow Line, Red Line, and Route 82. Solano Mobility services will include personalized assistance for traveling within and beyond Solano County as well as community outreach, incentive programs, individual commute assistance, and emergency ride home and emergency ride programs. STA's Solano Mobility program staff will provide general marketing service for the Blue Line, Green Line, Yellow Line, Red Line, and Route 82 throughout Solano County and in coordination with agencies outside Solano County. The Blue Line, Green Line, Yellow Line, Red Line, and Route 82 will be promoted and marketed with available funding and grants. STA will pursue available and appropriate funding opportunities for replacement of the Blue Line, Green Line, Yellow Line, Red Line, and Route 82 vehicles and for marketing of the Blue Line, Green Line, Yellow Line, Red Line, and Route 82 service. STA will distribute the Blue Line, Green Line, Yellow Line, Red Line, and Route 82 Comment Cards to the operators for display on all their intercity buses for passenger's feedback, compile feedback received, and distribute to Intercity Transit Operators.

STA will be responsible for development of a funding plan for the operation of the Blue Line, Green Line, Yellow Line, Red Line, and Route 82 as part of the update of the Intercity Transit Funding and Cost Sharing Agreement, which covers the operating costs for Solano Express routes given in each fiscal year, in partnership with Intercity Transit Operators and the other Parties in the Intercity Transit Funding and Cost Sharing Agreement.

EXHIBIT B

LATEST ROUTE SCHEDULE AND THE LATEST FARE SCHEDULE FOR THE BLUE LINE, GREEN LINE, YELLOW LINE, RED LINE, AND ROUTE 82 ADOPTED BY STA AND SOLTRANS

Solano Express Fare Table

Fare Type	Trips Within Solano County (Blue, Green, Red, and Yellow}	Trips Outside Solano County (Blue, Green, Red, and Yellow,	Route 82
Adult	$2.75	$5.00	$6.00
Youth	$2.00	$4.00	$5.00
Reduced	$1.35	$2.50	$3.00
	31 Day Passes		
Adult	$70.00	$114.00	1 Pass Swipe + Upcharge
SOM/Reduced	$35.00	$57.00	
Adult	$5.50	$10.00	
Youth	$4.00	$8.00	
SOM/Reduced	$2.75	$5.00	$5.00

Effective August 11, 2024

B BLUE LINE
Davis - Walnut Creek

SOUTHBOUND							NORTHBOUND						
DAVIS	DIXON	VACAVILLE	FAIRFIELD		BENICIA	WALNUT CREEK	WALNUT CREEK	BENICIA	FAIRFIELD		VACAVILLE	DIXON	DAVIS
UC Davis Mondavi Center	Dixon Park & Ride	Vacaville Transp Center	Fairfield Transp Center	Suisun Valley & West-america	Industrial Park Bus Hub	Walnut Creek BART (Arrive)	Walnut Creek BART (Depart)	Industrial Park Bus Hub	Suisun Valley & Kaiser Dr	Fairfield Transp Center	Vacaville Transp Center	Dixon Park & Ride	UC Davis Mondavi Center
MONDAY - FRIDAY													
		3:54	4:14		4:32	4:50	5:35	5:53	6:07	6:22	6:37	6:49	7:06
		5:15	5:35		5:53	6:11	6:21	6:39	6:53	7:08	7:23	7:35	7:52
							6:51	7:09	7:23	7:38	7:53	8:05	
	5:49	6:05	6:25	6:34	6:52	7:18							
		7:05	7:25	7:35	7:53	8:11	8:51	9:09	9:23	9:38	9:53	10:05	
7:07	7:49	8:05	8:25	8:35	8:53	9:11	9:21	9:39	9:53	10:08			
7:52	8:49	9:05	9:25	9:35	9:53	10:11	10:21	10:39	10:53	11:08	11:23		
							11:10	11:28	11:42	11:57			
			10:25	10:35	10:53	11:11							
		11:23	11:43				**1:10**	**1:28**	**1:42**	**1:57**			
							2:00	**2:18**	**2:32**	**2:47**	**3:02**	**3:14**	
			2:14	**2:24**	**2:42**	**3:00**	**3:10**	**3:28**	**3:42**	**3:57**	**4:12**	**4:24**	**4:41**
							4:10	**4:28**	**4:42**	**4:57**	**5:12**	**5:24**	**5:41**
	3:38	**3:54**	**4:14**	**4:23**	**4:41**	**5:05**	**5:10**	**5:28**	**5:42**	**5:57**	**6:12**	**6:24**	
			5:14	**5:24**	**5:42**	**6:00**	**6:10**	**6:28**	**6:42**	**6:57**	**7:12**	**7:24**	
5:16	**5:38**	**5:54**	**6:14**	**6:24**	**6:42**	**7:00**	**7:10**	**7:28**	**7:42**	**7:57**	**8:12**		
5:56	**6:18**	**6:34**	**6:54**	**7:04**	**7:22**	**7:40**							
SATURDAY													
							7:15	7:33	7:47	8:02	8:17	8:29	
							9:03	9:21	9:35	9:50	10:05	10:17	
							10:05	10:23	10:37	10:52	11:07	11:19	
	9:05	9:21	9:41	9:50	10:08	10:34							
	11:00	11:16	11:36	11:45	12:03	12:29	**1:05**	**1:23**	**1:37**	**1:52**	**2:07**	**2:19**	
	12:00	**12:16**	**12:36**	**12:45**	**1:03**	**1:29**	**3:22**	**3:40**	**3:54**	**4:09**	**4:24**	**4:36**	
	2:35	**2:51**	**3:11**	**3:20**	**3:44**	**4:08**	**6:20**	**6:38**	**6:52**	**7:07**	**7:22**	**7:34**	

PM trips indicated in bold
Viajes PM indican en negrita

SolTrans

SolTrans.org
707-648-4666

CLIPPER

transit

Token Transit

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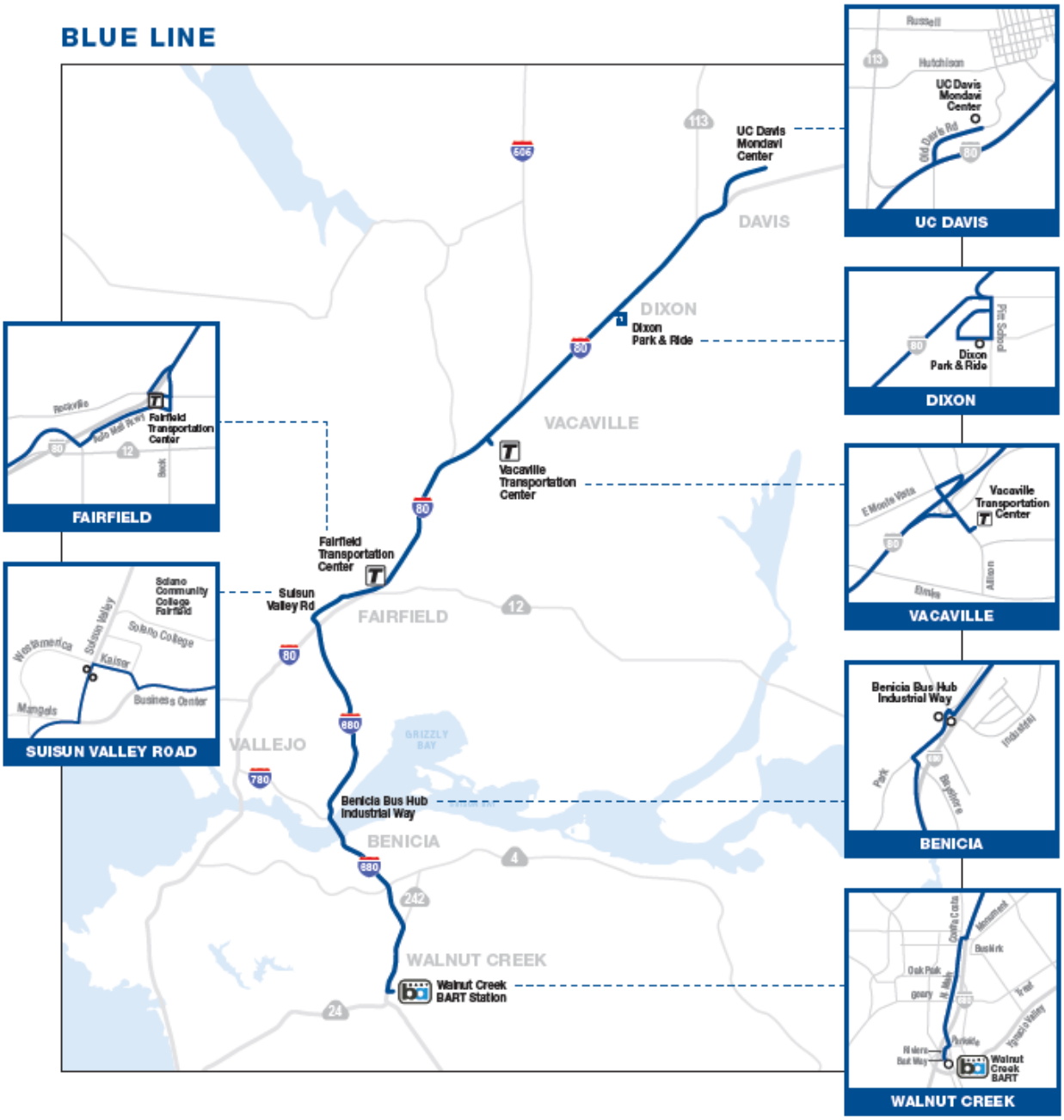
BLUE LINE



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Effective August 11, 2024

R RED LINE

SUISUN CITY — EL CERRITO

SOUTHBOUND								NORTHBOUND							
SUISUN CITY	FAIRFIELD		VALLEJO				EL CERRITO	EL CERRITO	VALLEJO				FAIRFIELD		SUISUN CITY
Spring St & Suisun-Fairfield Amtrak	Fairfield Transpo Center	Suisun Valley Rd & Westamerica Dr (SCC)	Hwy 37 WB & Fair-grounds Dr (Six Flags)	Sonoma Blvd & Sereno Dr	Vallejo Transit Center	Curtola Park & Ride	El Cerrito del Norte BART	El Cerrito del Norte BART	Curtola Park & Ride	Vallejo Transit Center	Sonoma Blvd & Sereno Dr	Hwy 37 EB & Fair-grounds Dr (Six Flags)	Suisun Valley Rd & Kaiser Dr (SCC)	Fairfield Transpo Center	Spring St & Suisun-Fairfield Amtrak
MONDAY–FRIDAY															
–	–	–	–	–	–	–	–	–	–	5:04	5:09	5:14	5:28	5:36	5:46
–	–	–	–	–	*4:22	4:28	4:48	4:58	5:16	5:20	–	–	–	–	–
–	–	–	–	–	*4:42	4:48	5:08	5:18	5:36	5:52	5:57	6:01	6:15	6:23	6:46
–	–	–	–	–	5:34	5:40	6:00	6:15	6:33	7:04	7:09	7:13	7:27	7:35	7:46
–	–	–	–	–	*6:01	6:07	6:27	6:45	7:03	7:07	–	–	–	–	–
–	–	–	–	–	*6:34	6:40	7:00	7:15	7:33	7:37	–	–	–	–	–
5:55	6:05	6:15	6:27	6:32	6:52	6:58	7:23	7:35	7:53	8:02	8:07	8:11	8:25	8:33	8:44
–	–	–	–	–	7:17	7:23	7:43	7:53	8:11	8:15	–	–	–	–	–
6:55	7:05	7:15	7:27	7:32	7:52	7:58	8:23	8:35	8:53	9:02	9:07	9:11	9:25	9:33	9:44
–	–	–	–	–	8:35	8:41	9:01	9:15	9:33	9:37	–	–	–	–	–
7:55	8:05	8:15	8:28	8:33	8:53	8:59	9:18	9:28	9:46	9:55	10:00	10:04	10:18	10:26	10:37
8:55	9:05	9:15	9:28	9:33	9:53	9:59	10:18	10:28	10:46	10:55	11:00	11:04	11:18	11:26	–
9:55	10:05	10:15	10:28	10:33	10:53	10:59	11:18	11:28	11:46	11:55	**12:00**	**12:04**	**12:18**	**12:26**	**11:37**
10:55	11:05	11:15	11:28	11:33	11:53	11:59	**12:18**	**12:28**	**12:46**	**12:50**	–	–	–	–	**12:37**
–	–	–	–	–	–	–	–	–	–	**1:00**	**1:05**	**1:10**	**1:24**	**1:32**	–
11:55	**12:05**	**12:15**	**12:28**	**12:33**	**12:53**	**12:59**	**1:18**	**1:28**	**1:46**	**1:50**	–	–	–	–	**1:42**
–	–	–	–	–	–	–	–	–	–	**2:00**	**2:05**	**2:10**	**2:24**	**2:32**	–
12:55	**1:05**	**1:15**	**1:28**	**1:33**	**1:53**	**1:59**	**2:18**	**2:28**	**2:46**	**2:50**	–	–	–	–	**2:42**
–	–	–	–	–	–	–	–	–	–	**3:00**	**3:05**	**3:10**	**3:24**	**3:32**	–
1:55	**2:05**	**2:15**	**2:28**	**2:33**	**2:53**	**2:59**	**3:18**	**3:28**	**3:46**	**4:00**	**4:05**	**4:10**	**4:24**	**4:32**	**3:42**
–	–	–	–	–	**3:14**	**3:20**	**3:38**	**3:48**	**4:17**	**4:21**	–	–	–	–	**4:42**
2:55	**3:05**	**3:15**	**3:28**	**3:33**	**3:54**	**4:00**	**4:18**	**4:28**	**4:57**	**5:06**	**5:11**	**5:16**	**5:32**	**5:40**	**5:48**
–	–	–	–	–	**4:14**	**4:20**	**4:38**	**4:48**	**5:17**	**5:21**	–	–	–	–	–
3:55	**4:05**	**4:15**	**4:28**	**4:33**	**4:54**	**5:00**	**5:18**	**5:38**	**6:07**	**6:16**	**6:21**	**6:26**	**6:42**	**6:50**	**7:03**
–	–	–	–	–	**5:04**	**5:10**	**5:28**	**5:48**	**6:17**	**6:21**	–	–	–	–	–
–	–	–	–	–	**5:34**	**5:40**	**5:58**	**6:08**	**6:37**	**6:41****	–	–	–	–	–
4:55	**5:05**	**5:15**	**5:28**	**5:33**	**5:54**	**6:00**	**6:18**	**6:28**	**6:46**	**6:55**	**7:00**	**7:05**	**7:21**	**7:29**	**7:52**
–	–	–	–	–	**6:34**	**6:40**	**6:58**	**7:08**	**7:26**	**7:30**	–	–	–	–	–
5:55	**6:05**	**6:15**	**6:28**	**6:33**	**6:54**	**7:00**	**7:18**	**7:28**	**7:46**	**7:55**	**8:00**	**8:05**	**8:21**	**8:29**	**8:52**
–	–	–	–	–	**7:45**	**7:51**	**8:09**	**8:25**	**8:43**	**8:47**	–	–	–	–	–
7:24	**7:34**	**7:44**	**7:57**	**8:02**	**8:23**	**8:29**	**8:47**	**8:57**	**9:15**	**9:19**	–	–	–	–	–
8:15	**8:25**	**8:35**	**8:48**	**8:53**	**9:14**	**9:20**	**9:38**	**9:48**	**10:06**	**10:10****	–	–	–	–	–
9:20	**9:30**	**9:40**	**9:53**	**9:58**	**10:19**	**10:25**	**10:43**	**10:55**	**11:13**	**11:17****	–	–	–	–	–

*Stops at Sereno Transit Center 8 minutes before the stop. **Stops at Sereno Transit Center 7 minutes after the stop.

PM trips indicated in bold
Viajes PM indican en negrita

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Effective August 11, 2024

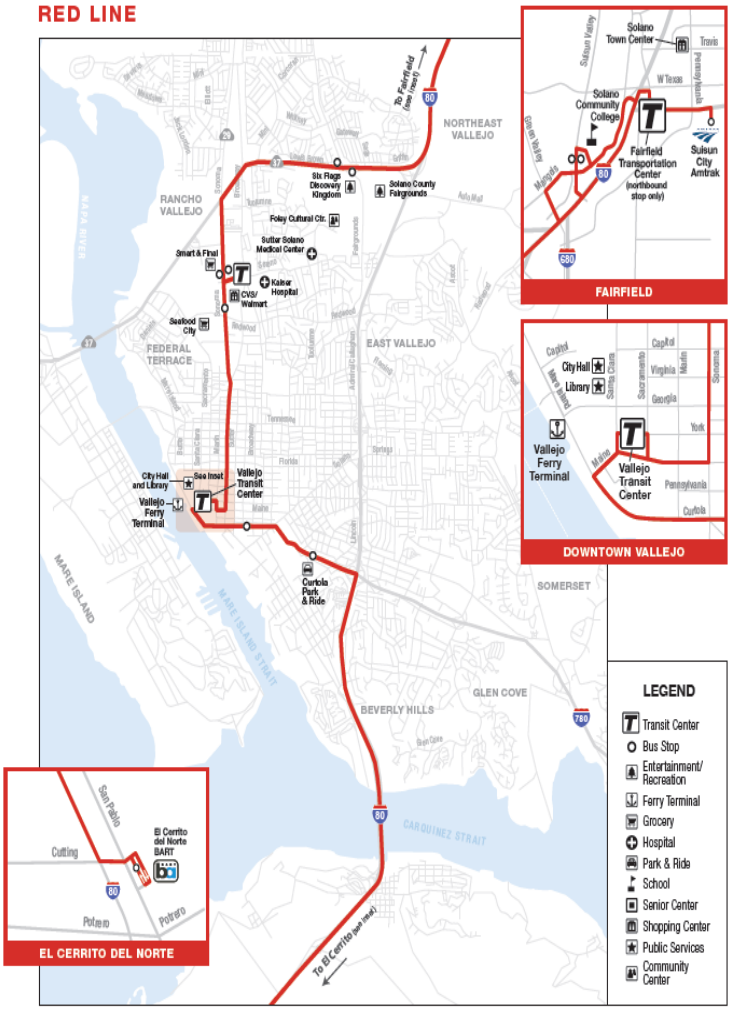
R RED LINE

SUISUN CITY — EL CERRITO

SOUTHBOUND								NORTHBOUND							
SUISUN CITY	FAIRFIELD		VALLEJO				EL CERRITO	EL CERRITO	VALLEJO				FAIRFIELD		SUISUN CITY
Spring St & Suisun-Fairfield Amtrak	Fairfield Transpo Center	Suisun Valley Rd & Westamerica Dr (SCC)	Hwy 37 WB & Fair-grounds Dr (Six Flags)	Sonoma Blvd & Sereno Dr	Vallejo Transit Center	Curtola Park & Ride	El Cerrito del Norte BART	El Cerrito del Norte BART	Curtola Park & Ride	Vallejo Transit Center	Sonoma Blvd & Sereno Dr	Hwy 37 EB & Fair-grounds Dr (Six Flags)	Suisun Valley Rd & Kaiser Dr (SCC)	Fairfield Transpo Center	Spring St & Suisun-Fairfield Amtrak
SATURDAY															
–	–	–	–	–	7:04	7:10	7:28	7:38	7:56	8:05	8:10	8:15	8:29	8:37	8:47
–	–	–	–	–	8:04	8:10	8:28	8:38	8:56	9:00	–	–	–	–	–
–	–	–	–	–	9:05	9:11	9:29	9:39	9:57	10:06	10:11	10:16	10:30	10:38	10:48
9:05	9:15	9:25	9:38	9:43	9:56	10:02	10:20	10:30	10:48	10:52	–	–	–	–	–
–	–	–	–	–	11:04	11:10	11:28	11:43	**12:01**	**12:10**	**12:15**	**12:20**	**12:34**	**12:42**	**12:52**
11:05	11:15	11:25	11:38	11:43	11:56	**12:02**	**12:20**	**12:30**	**12:48**	**12:52**	–	–	–	–	–
–	–	–	–	–	**1:04**	**1:10**	**1:28**	**1:43**	**2:01**	**2:10**	**2:15**	**2:20**	**2:34**	**2:42**	**2:52**
1:05	**1:15**	**1:25**	**1:38**	**1:43**	**1:56**	**2:02**	**2:20**	**2:30**	**2:48**	**2:52**	–	–	–	–	–
–	–	–	–	–	**2:54**	**3:00**	**3:18**	**3:28**	**3:46**	**3:55**	**4:00**	**4:05**	**4:19**	**4:27**	**4:37**
3:05	**3:15**	**3:25**	**3:38**	**3:43**	**3:55**	**4:01**	**4:19**	**4:29**	**4:47**	**5:01**	–	–	–	–	–
–	–	–	–	–	**4:42**	**4:48**	**5:06**	**5:25**	**5:43**	**5:52**	**5:57**	**6:02**	**6:16**	**6:24**	**6:34**
4:55	**5:05**	**5:15**	**5:28**	**5:33**	**5:45**	**5:51**	**6:09**	**6:25**	**6:43**	**6:47**	–	–	–	–	–
–	–	–	–	–	**6:54**	**7:00**	**7:18**	**7:28**	**7:46**	**7:55**	**8:00**	**8:05**	**8:19**	**8:27**	**8:37**
6:55	**7:05**	**7:15**	**7:28**	**7:34**	**7:45**	**7:51**	**8:09**	**8:25**	**8:43**	**8:47**	–	–	–	–	–
–	–	–	–	–	**8:55**	**9:01**	**9:19**	**9:40**	**9:58**	**10:02**	–	–	–	–	–
8:55	**9:05**	**9:15**	**9:28**	**9:33**	**9:39**	–	–	–	–	–	–	–	–	–	–
SUNDAY															
–	–	–	–	–	9:04	9:10	9:28	9:43	10:01	10:04	–	–	–	–	–
–	–	–	–	–	10:04	10:10	10:28	10:43	11:01	11:04	–	–	–	–	–
–	–	–	–	–	11:04	11:10	11:28	11:43	**12:01**	**12:04**	–	–	–	–	–
–	–	–	–	–	**12:04**	**12:10**	**12:28**	**12:43**	**1:01**	**1:04**	–	–	–	–	–
–	–	–	–	–	**1:04**	**1:10**	**1:28**	**1:43**	**2:01**	**2:04**	–	–	–	–	–
–	–	–	–	–	**2:04**	**2:10**	**2:28**	**2:43**	**3:01**	**3:04**	–	–	–	–	–
–	–	–	–	–	**3:04**	**3:10**	**3:28**	**3:43**	**4:01**	**4:04**	–	–	–	–	–
–	–	–	–	–	**4:04**	**4:10**	**4:28**	**4:43**	**5:01**	**5:04**	–	–	–	–	–
–	–	–	–	–	**5:04**	**5:10**	**5:28**	**5:43**	**6:01**	**6:04**	–	–	–	–	–
–	–	–	–	–	**6:04**	**6:10**	**6:28**	**6:43**	**7:01**	**7:04**	–	–	–	–	–
–	–	–	–	–	**7:04**	**7:10**	**7:28**	**7:43**	**8:01**	**8:04**	–	–	–	–	–
–	–	–	–	–	**8:04**	**8:10**	**8:28**	**8:43**	**9:01**	**9:04**	–	–	–	–	–
–	–	–	–	–	**9:04**	**9:10**	**9:28**	**9:43**	**10:01**	**10:04**	–	–	–	–	–

PM trips indicated in bold
Viajes PM indican en negrita

RED LINE



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Effective August 11, 2024

G GREEN LINE

Fairfield - El Cerrito

WESTBOUND			EASTBOUND		
Suisun City	Fairfield	El Cerrito	El Cerrito	Suisun City	Fairfield
Spring St & Suisun-Fairfield Amtrak	Fairfield Transportation Center	El Cerrito del Norte BART	El Cerrito del Norte BART	Spring St & Suisun-Fairfield Amtrak	Fairfield Transportation Center
MONDAY - FRIDAY MORNING RUSH HOUR					
	4:01	4:41	4:51	5:36	5:46
4:26	4:41	5:21	5:31	6:16	6:26
5:06	5:21	6:01	6:11	6:56	7:06
5:36	6:01	6:41	6:51	7:36	7:46
6:16	6:38	7:18	7:28	8:13	8:23
6:56	7:16	7:56	8:06	8:51	9:01
Fairfield Transportation Center	Spring St & Suisun-Fairfield Amtrak	El Cerrito del Norte BART	El Cerrito del Norte BART	Fairfield Transportation Center	Spring St & Suisun-Fairfield Amtrak
MONDAY - FRIDAY AFTERNOON RUSH HOUR					
2:30	**2:40**	**3:15**	**3:25**	**4:10**	**4:40**
3:30	**3:40**	**4:15**	**4:25**	**5:10**	**5:40**
4:05	**4:15**	**4:50**	**5:05**	**5:50**	**6:20**
4:20	**4:40**	**5:15**	**5:25**	**6:10**	**6:35**
5:20	**5:40**	**6:15**	**6:25**	**7:10**	
6:10	**6:20**	**6:55**	**7:05**	**7:50**	
6:25	**6:35**	**7:10**	**7:25**	**8:10**	

PM trips indicated in bold
Viajes PM indican en negrita

SolTrans

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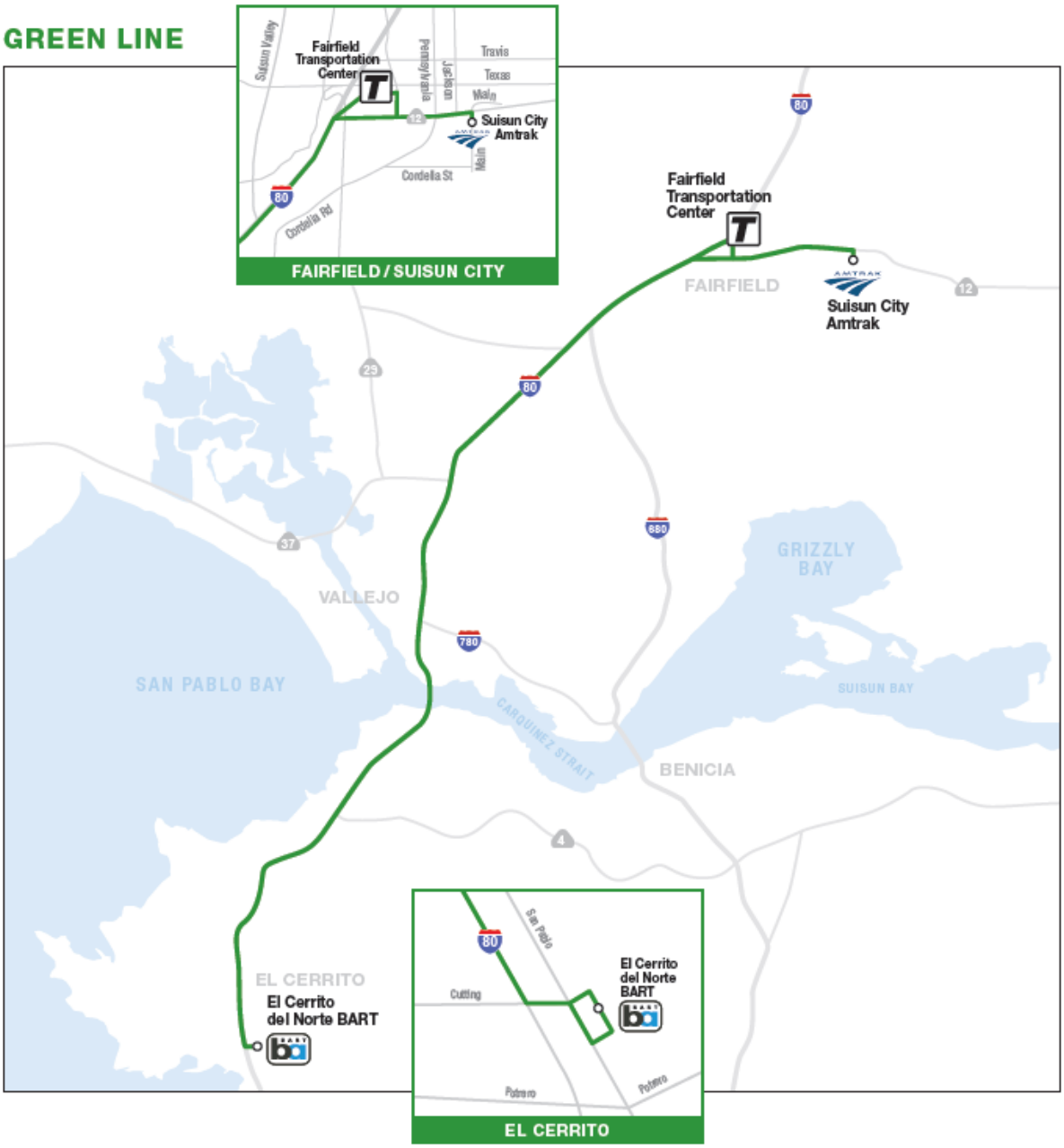
GREEN LINE



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Effective August 11, 2024

Y YELLOW LINE

Vallejo - Benicia - Walnut Creek

EASTBOUND						WESTBOUND					
Vallejo			Benicia	Concord	Walnut Creek	Walnut Creek	Concord	Benicia	Vallejo		
Vallejo Transit Center	Vallejo Ferry Terminal	Curtola Park & Ride	City Park (Military & First)	Sunvalley Shopping Center*	Walnut Creek BART (Arrive)	Walnut Creek BART (Depart)	Sunvalley Shopping Center*	City Park (Military & First)	Curtola Park & Ride	Vallejo Ferry Terminal	Vallejo Transit Center
MONDAY - FRIDAY											
						5:02	5:13	5:29	5:39	5:44	5:47
4:45		4:49	5:01		5:25						
5:50		5:54	6:06		6:30	7:21	7:32	7:48	7:58	8:03	8:06
8:15		8:19	8:31		8:55	9:21	9:32	9:48	9:58		10:04
10:15		10:19	10:31		10:55	11:21	11:32	11:48	11:58		**12:04**
11:15		11:19	11:31	11:46	11:58	**12:10**		**12:30**	**12:40**		**12:46**
12:15		**12:19**	**12:31**	**12:46**	**12:58**						
1:00		**1:04**	**1:16**	**1:31**	**1:43**	**2:10**		**2:30**	**2:40**		**2:46**
2:00		**2:04**	**2:16**	**2:31**	**2:43**	**3:10**		**3:30**	**3:40**		**3:46**
3:00		**3:04**	**3:16**	**3:31**	**3:43**	**4:10**		**4:30**	**4:40**		**4:46**
4:00	**4:03**	**4:08**	**4:20**	**4:35**	**4:47**	**5:10**		**5:30**	**5:40**		**5:46**
5:00	**5:03**	**5:08**	**5:20**	**5:35**	**5:47**	**6:10**		**6:30**	**6:40**		**6:46**
6:00	**6:03**	**6:08**	**6:20**	**6:35**	**6:47**	**7:10**		**7:30**	**7:40**		**7:46**
						7:50		**8:10**	**8:20**		**8:26**
9:00		**9:04**	**9:16**	**9:31**	**9:43**	**9:50**		**10:10**	**10:20**		**10:26**
SATURDAY											
6:15		6:19	6:31	6:46	7:03						
7:15		7:19	7:31	7:46	8:03	8:15		8:35	8:45	8:51	8:54
8:05		8:09	8:21	8:36	8:53						
9:05		9:09	9:21	9:36	9:53	11:05		11:25	11:35	11:41	11:44
						12:40		**1:00**	**1:10**		**1:16**
12:02		**12:06**	**12:18**	**12:33**	**12:50**	**1:40**		**2:00**	**2:10**		**2:16**
2:21		**2:25**	**2:37**		**3:01**	**4:25**	**4:36**	**4:52**	**5:02**		**5:08**
5:20		**5:24**	**5:36**		**6:00**	**6:40**	**6:51**	**7:07**	**7:17**		**7:23**
7:35	**7:38**	**7:43**	**7:55**		**8:05**	**8:20**	**8:31**	**8:47**	**8:57**		**9:03**
SUNDAY											
8:07		8:11	8:23	8:38	8:55	9:10		9:30	9:40	9:46	9:49
10:07		10:11	10:23	10:38	10:55	11:05		11:25	11:35	11:41	11:44
12:03		**12:07**	**12:19**	**12:34**	**12:50**	**1:00**		**1:20**	**1:30**		**1:36**
1:42		**1:46**	**1:58**	**2:13**	**2:30**	**2:40**		**3:00**	**3:10**		**3:16**
3:21		**3:25**	**3:37**		**4:01**	**4:20**	**4:31**	**4:47**	**4:57**		**5:03**
5:11		• **5:15**	**5:27**		**5:51**	**6:20**	**6:31**	**6:47**	**6:57**		**7:03**
7:11	**7:14**	**7:19**	**7:31**		**7:55**	**8:20**	**8:31**	**8:47**	**8:57**		**9:03**

*Sunvalley Shopping Center stops are on Contra Costa Blvd at Viking Drive and south of Golf Club Rd.

PM trips indicated in bold Viajes PM indican en negrita

YELLOW LINE

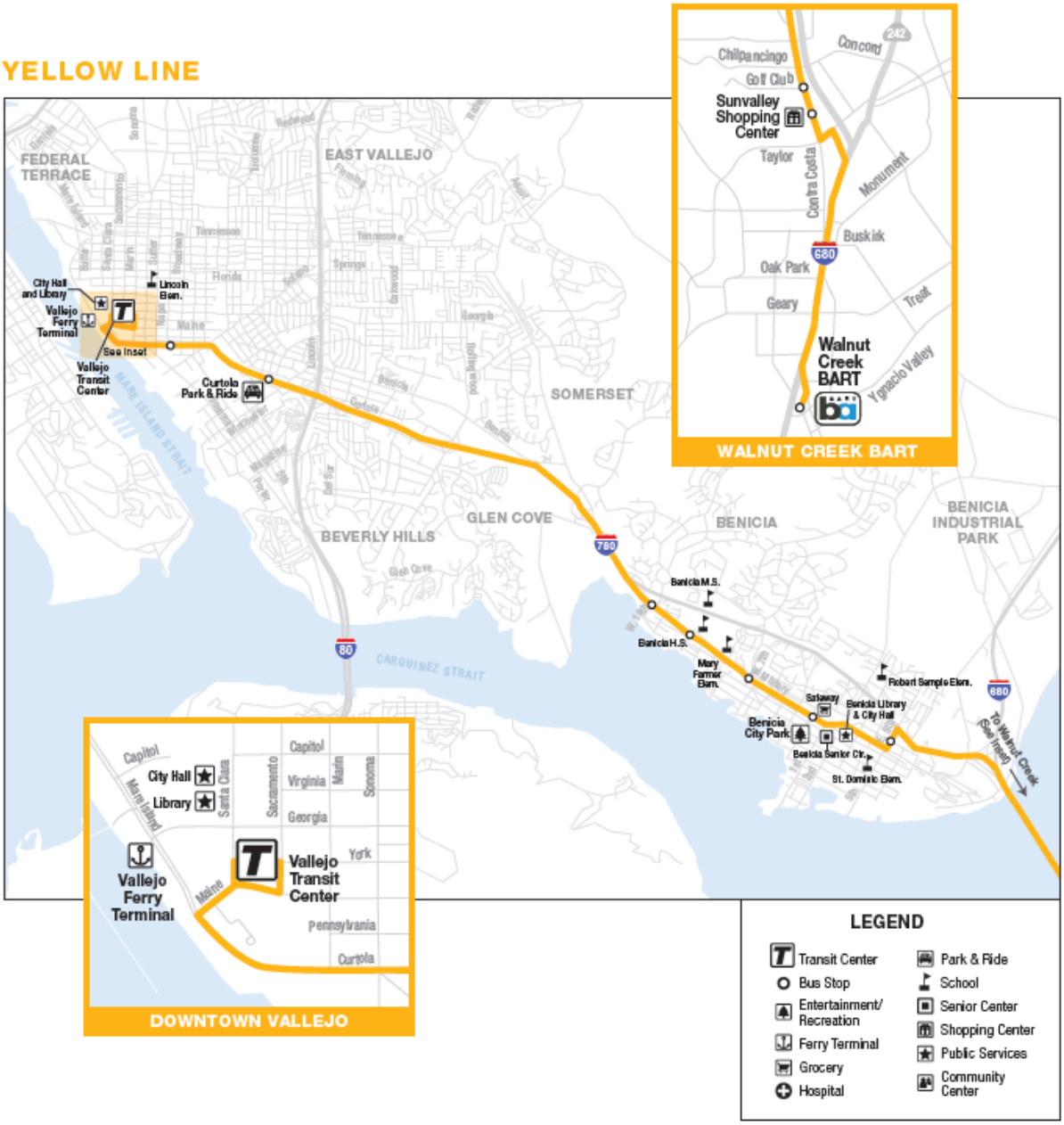

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EXHIBIT C PERFORMANCE MEASURES

Solano Express Performance Benchmarks for Fiscal Year 2024-25

Measures	FY 2024-25
SERVICE DESIGN	Benchmark
Speed - MPH	35
SERVICE PRODUCTIVITY	Benchmark
Passengers per Vehicle Revenue Hour	25.0
Passengers per Trip	15.0
Capacity Utilization	35.00%
COST EFFICIENCY	Benchmark
Cost per Vehicle Revenue Hour	$229.08
Cost per Vehicle Revenue Mile	$3.87
COST EFFECTIVENESS	Benchmark
Subsidy per Passenger Trip	$3.71
Farebox Recovery Ratio	20%

Attachment A

Residency Comparison

	2018	2022	2024
Outside Solano County	13.1%	14.8%	20.4%
Unincorperated Solano County	0.4%	0.3%	0.6%
Rio Vista	0.2%	0.1%	0.2%
Dixon	0.8%	1.7%	0.5%
Benicia	5.9%	4.5%	3.6%
Suisun City	5.3%	6.2%	4.0%
Vacaville	6.1%	7.7%	8.3%
Fairfield	19.6%	19.3%	16.7%
Vallejo	48.6%	45.5%	45.6%

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AGENDA ITEM NO. 11.

AGENDA TRANSMITTAL

MEETING DATE: August 19, 2025

AGENDA ITEM: Successor Agency Adoption of Resolution No. SA2025-___: Receiving and Accepting an Amended Recognized Obligation Payment Schedule 2025-26B (ROPS) for the Period of January 1, 2026 through June 30, 2026.

FISCAL IMPACT: All obligations listed is included in the FY 2025-26 Annual Budget.

STRATEGIC PLAN: Provide Good Governance, Ensure Fiscal Solvency.

BACKGROUND: Health and Safety Code (HSC) section 34177 (o) (1) (E) authorizes a successor agency, once per Recognized Obligation Payment Schedule (ROPS) period, and no later than October 1, to submit one amendment to the ROPS if the oversight board (OB) finds a revision is necessary for the payment of approved enforceable obligations during the second half of the ROPS period.

Under this provision, a successor agency may only amend the amount requested for payment of approved enforceable obligations and the requested adjustment must be an increase. A payment decrease is unnecessary and will not be approved

---

STAFF REPORT: The previously approved ROPS 2025-26 is hereby amended to include the $9,304.00 in interest for the final payment of Item #5-Marina Expansion Loan.

The attached Amended ROPS worksheet is subject to change pending review by the County Auditor Controller (CAC).

Staff recommends that the Successor Agency receive and approve the Amended ROPS 2025-26B obligation requests for the period of January 1, 2026 through June 30, 2026.

STAFF RECOMMENDATION: Adopt Successor Agency Adoption of Resolution No. SA2025-___: Receiving and Approving an Amended Recognized Obligation Payment Schedule 2025-26B (ROPS) for the Period of January 1, 2026 through June 30, 2026

DOCUMENTS ATTACHED:

1. Successor Agency Adoption of Resolution No. SA2025-___: Receiving and Approving an Amended Recognized Obligation Payment Schedule 2025-26B (ROPS) for the Period of January 1, 2026 through June 30, 2026.
2. Amended ROPS 2025-25B (January 1, 2026, through June 30, 2026) worksheet.

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

ATTACHMENTS:

ROPS 25-26 Amended -August 19 2025 - Resolution.pdf

ROPS 2025-26B Amended.pdf

RESOLUTION NO. SA 2025 -

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY RECEIVING AND APPROVING AN AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2025-26B (ROPS) FOR THE PERIOD OF JANUARY 1, 2026, THROUGH JUNE 30, 2026

WHEREAS, pursuant to Health and Safety Code Sections 34177(o) and 34180(g), the Successor Agency to the Former Redevelopment Agency of the City of Suisun City("Successor Agency") must prepare a Recognized Obligation Payment Schedule before each one-year fiscal period (commencing July 1) and submit the ROPS to the Solano Consolidated Oversight Board ("Oversight Board") for approval; and

WHEREAS, Health & Safety Code Section 34177(o)(1)(E) authorizes a successor agency, once per ROPS period and no later than October 1, to submit one amendment to the ROPS to cover additional amounts needed for approved enforceable obligations during the second half of the fiscal year; and

WHEREAS, the Successor Agency previously approved the Recognized Obligation Payment Schedule (ROPS) 2025–26; and

WHEREAS, the amendment adds the interest amount for the final payment of Item #5 – Marina Expansion Loan, as permitted under state law; and

WHEREAS, the amended ROPS 25-26B is subject to review by the County Auditor-Controller; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Suisun City, acting as the Successor Agency to the Redevelopment Agency of the City of Suisun City, resolve as follows:

Section 1. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. The Amended ROPS 25-26B, attached hereto and incorporated herein by this reference, is hereby adopted pursuant to Health & Safety Code Section 34180.

Section 3. The Successor Agency Executive Director or designee is authorized to take all actions necessary to implement this Resolution, including any necessary administrative corrections, in addition to the posting of this Resolution and ROPS on the Board's website, and the provision of notice of adoption of this Resolution and such Schedule to the State Department of Finance.

PASSED AND ADOPTED at a regular meeting of the City Council serving as the Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday, the 19th of August 2025, by the following vote:

AYES: BOARDMEMBERS:
NOES: BOARDMEMBERS:
ABSENT: BOARDMEMBERS:
ABSTAIN: BOARDMEMBERS:

WITNESS my hand and the seal of the City of Suisun City this 19th day of August 2025.

_____
Anita Skinner, City Clerk

Amended Recognized Obligation Payment Schedule (ROPS 25-26B) - Summary
Filed for the January 1, 2026 through June 30, 2026 Period

Successor Agency: Suisun City

County: Solano

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	ROPS 25-26B Authorized Amounts	ROPS 25-26B Requested Adjustments	ROPS 25-26B Amended Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ -**	**$ -**	**$ -**
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 2,257,075**	**$ 9,304**	**$ 2,266,379**
F RPTTF	2,132,075	9,304	2,141,379
G Administrative RPTTF	125,000	-	125,000
H Current Period Enforceable Obligations (A+E)	**$ 2,257,075**	**$ 9,304**	**$ 2,266,379**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Suisun City
Amended Recognized Obligation Payment Schedule (ROPS 25-26B) - ROPS Detail
January 1, 2026 through June 30, 2026

Item #	Project Name	Obligation Type	Total Outstanding Obligation	Authorized Amounts					Total	Requested Adjustments					Total	Notes
				Fund Sources						Fund Sources						
				Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		
			$30,908,016	**$-**	**$-**	**$-**	**$2,132,075**	**$125,000**	**$2,257,075**	**$-**	**$-**	**$-**	**$9,304**	**$-**	**$9,304**	
4	Marina Construction Loan	Third-Party Loans	$4,023,623	-	-	-	-	-	$-	-	-	-	-	-	$-	
5	Marina Expansion Loan	Third-Party Loans	$128,530	-	-	-	-	-	$-	-	-	-	9,304	-	$9,304	
6	SERAF Payment	SERAF/ERAF	$2,760,605	-	-	-	345,075	-	$345,075	-	-	-	-	-	$-	
9	Successor Agency Admin Cost	Admin Costs	$250,000	-	-	-	-	-	$-	-	-	-	-	-	$-	
11	Marina Lease	Miscellaneous	$-	-	-	-	-	-	$-	-	-	-	-	-	$-	
13	Civic Center COP	Third-Party Loans	$434,258	-	-	-	-	-	$-	-	-	-	-	-	$-	
21	2014 Series B Tax Allocation Bonds	Refunding Bonds Issued After 6/27/12	$23,245,000	-	-	-	1,787,000	-	$1,787,000	-	-	-	-	-	$-	
23	2014 Bond Continuing Disclosure Services	Fees	$5,000	-	-	-	-	-	$-	-	-	-	-	-	$-	
24	2014 Bond Trustee Services	Fees	$6,000	-	-	-	-	-	$-	-	-	-	-	-	$-	
25	2014 Bond Arbitrage Report	Fees	$5,000	-	-	-	-	-	$-	-	-	-	-	-	$-	
31	Property Disposition Costs-Other SA Properties	Property Dispositions	$50,000	-	-	-	-	-	$-	-	-	-	-	-	$-	

AGENDA ITEM NO. 12.

AGENDA TRANSMITTAL

MEETING DATE: August 19, 2025

AGENDA ITEM: Council/Agency Approval of July 2025 Accounts Payable and Payroll Warrants.

FISCAL IMPACT: Total expenditure for all funds is $7,044,829.96.

STRATEGIC PLAN: Provide Good Governance, Section 4.1 – Review and update required planning and financial documents as needed. Ensure Fiscal Solvency.

BACKGROUND:
California Code Section 37208 states that budgeted payrolls and demands paid by warrants or checks may be presented to the legislative body for ratification and approval.

CHAPTER 4. Financial Powers [37201 - 37210]

(Chapter 4 added by Stats. 1949, Ch. 79.)

37208.

(a) Payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks.

(b) Warrants or checks drawn in payment of demands certified or approved by the city clerk as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment.

(c) Notwithstanding subdivisions (a) and (b), budgeted payrolls and demands paid by warrants or checks may be presented to the legislative body for ratification and approval in the form of an audited comprehensive annual financial report.

(Amended by Stats. 1986, Ch. 982, Sec. 14.)

STAFF REPORT:
Attached for City Council review and approval are the following:

Payroll:

July	Checks # 22561 - 22599	$24,384.80
	Direct Deposits (07/11/25)	$385,251.80
	Direct Deposits (07/25/25)	$403,845.74
	Total Payroll	**$813,482.34**

Accounts Payable:

Dated 7/1/25 – 7/31/25	Total Accounts Payables	$6,231,347.62

TOTAL AMOUNT **$7,044,829.96**

STAFF RECOMMENDATION: It is recommended that the City Council approve accounts payable, payroll and payroll vendor checks for July 2025.

DOCUMENTS ATTACHED:
1. July 2025 Payroll Warrants Register
2. July 2025 Accounts Payable Warrants Register

PREPARED BY: Lakhwinder Deol, Finance Director
REVIEWED BY: Bret Prebula, City Manager
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:
July 2025 Payroll Register.pdf
July 2025 Accounts Payables.pdf

FINANCE DEPARTMENT

City of Suisun City, 701 Civic Center Blvd, Suisun, CA 94585
Telephone (707) 421-7328 Fax (707) 421-7364

MEMORANDUM

Date:	August 5, 2025
To:	Honorable Mayor and City Council Members
Prepared By:	Diana Littles, Accounting Technician
Approved By:	Lakhwinder Deol, Finance Director
RE:	Payroll Checks for **July 2025**

Payroll:	Checks	22561 - 22599	$24,384.80
	Direct Deposit	07/11/2025	$385,251.80
	Direct Deposit	07/25/2025	$403,845.74

Total Payroll $813,482.34

Emp ID	Name	Deducted Last Posting	Deduction Amt. Per Pay Period
ABD01	SHARIF S ABDELAZIZ	3491.81	.00
ALE01	HALEY C ALEXANDER	6025.58	.00
ALV01	SANTINO A ALVAREZ	299.21	.00
BAR05	HILO BARAJAS	2131.83	.00
BER03	JIM BERMUDEZ	5762.86	.00
		500.00	500.00
BLO01	DELBERT R BLOCK JR	2118.04	.00
BRA05	JASON C BRASSFIELD	4683.43	.00
BRY02	JOHN E. BRYAN	2898.33	.00
CAM02	TYLER J CAMIGI	3501.04	.00
CAN02	ALVIN J CANGCO	5109.02	.00
CAR06	LISA A. CARLOCK	5257.46	.00
CAR08	MARK S CARDINALLI	3668.09	.00
CHO01	CHIN C CHOU	258.58	.00
CLA01	TRENTON J CLARK	675.17	.00
COL01	JOSE L COLIN	3398.05	.00
COL03	TAYLOR COLLINS	2506.62	.00
CON06	MICHAEL CONTY	1905.90	.00
COO01	BRANDI COOK	2762.77	.00
COR02	JUAN M. CORTEZ	2709.15	.00
COR03	SHERRI L. CORRALES	1807.64	.00
COR05	CRISTIAN A CORTES	681.21	.00
DAN01	ROBERTA J. DANIEL	2073.58	.00
		500.00	500.00
DAN02	JOSHUA S DANNER	5257.13	.00
DAW02	JENALEE M DAWSON	901.47	.00
DEL03	MARIBEL DE LA CRUZ	2747.77	.00
		150.00	150.00
DEM03	RYAN A DEMELLO	4154.07	.00
DEO01	LAKHWINDER K DEOL	5051.04	.00
		100.00	100.00
DIA01	NAPOLEON W. DIAZ II	7332.76	.00
DOO01	CHRISTOPHER J DOOLEY	4863.26	.00
DOW01	JEFFREY D DOWNEY	2709.48	.00
DUC01	JUSTIN M DUCHSCHER	3491.97	.00
DUM01	AMANDA DUM	2789.96	.00
		100.00	100.00
		75.00	75.00
DUM02	GIZELLE ANNE DUMALAG	1448.23	.00
ELM01	MICHAEL L ELM	1998.95	.00
ESC04	NICHOLAS J ESCOBEDO	2265.11	.00
ESP00	RYAN J ESPARZA	3504.90	.00
ESP02	TRISTAN M ESPERANZA-IB	256.83	.00
FAR01	ANDREW L FARRELL	2848.49	.00
FIE01	ALEXANDER FIERRO	2927.16	.00
FLO00	AISHA FLORES	3778.22	.00
FLO02	GLADIS FLORES	349.08	.00
FRI01	MARYFLOR FRIAS RICO	773.47	.00
GAL04	NOE GALLEGOS-ARE	3197.21	.00
GAT01	JOSEPH J GATMEN	2862.54	.00
GEL01	GEMMA V. GELUZ	2265.40	.00
GOL03	JASON R GOLTIAO	3619.39	.00
HAT01	KAREN S. HATTEN	272.98	.00
HEA01	DANIEL J. HEALY	6581.39	.00
HEI03	SCOTT J HEINE	4479.76	.00
HEL01	JACOB T HELTON	1993.56	.00
HEN02	JEFF T. HENDERSON	5401.07	.00
HER00	ALMA R HERNANDEZ	312.10	.00
HER01	JAMES A. HERROD	3645.80	.00
HUL01	JANET HULL	2766.63	.00
		100.00	100.00
		1000.00	1000.00
		500.00	500.00
JAC01	TRISTAN K JACKSON	693.13	.00
JON03	JANINE S JONES	681.13	.00
KEA02	JOHN T. KEARNS	4124.08	.00
KEG01	ANDREW D KEGLE	3575.44	.00
KEN02	AMBER M. KENT	4968.66	.00
KEN03	EMILY M KENT	2087.91	.00
KHA01	FRANKIE KHANTIGNA	4742.77	.00
KIN00	CAMRYN R KING	2137.39	.00
KIN02	KATHLEEN S KING	2039.76	.00
KOS01	ABIGAYLE J KOSTA	159.78	.00
LAZ00	JULIA M LAZARO	2960.08	.00
		1600.00	1600.00
LEE06	RACHEL C LEE	1554.84	.00
LEH01	HOANG D LE	3726.56	.00
LEM01	AARON P LEMING	2110.86	.00
LET01	THOMAS LETTERMAN	2569.08	.00
		827.11	.00
LIT01	DIANA A. LITTLES	2574.29	.00
		75.00	75.00
LOM01	TIFFANEY LOMBARD	3815.54	.00
LOP00	BELTHZABEL LOPEZ-DE LOA	2111.56	.00
LOP03	BRAD L LOPEZ	4566.75	.00
LOP04	VANESSA A LOPEZ	471.18	.00
LOP05	CHRISTIAN G LOPEZ	2042.47	.00
LOZ01	NICODEMUS G LOZANO	3189.48	.00
LUJ01	CHRISTOPHER J LUJAN	3609.21	.00
LUN01	ELIZABETH N. LUNA	3454.13	.00
		50.00	50.00
		100.00	100.00
MAL01	BRIANA KELLE A MALALUAN	1491.67	.00
		372.92	.00
MAR03	SHERRON L. MARTIN	88.10	.00

Emp ID	Name	Deducted Last Posting	Deduction Amt. Per Pay Period
MAR15	DEAN R MARTIN	2497.24	.00
MAR18	BRIANNA D MARQUITZ	2871.58	.00
MCH01	HAYLEY J MCHENRY	1438.62	.00
		616.55	.00
MCN02	RONETT MCNARY	1016.93	.00
MER01	GLORIA MERCADO-MART	891.93	.00
MOR01	MARVIN J MORA	2989.84	.00
MOR07	RACHEL MORRIS	2017.73	.00
MUR00	HAYLEY A MURPHY	2025.72	.00
NAS01	ASHLEY A NASH	2184.84	.00
NAV00	MIKAYLA R NAVARRO	596.50	.00
NER01	SIGFRED D NERI	9312.23	.00
NIC01	WILLIE J NICKSON III	640.14	.00
OLS02	JAMES C OLSEN	1734.64	.00
ORT03	JOSE O ORTIZ GARCIA	1871.35	.00
PAN01	FERNANDO J PANTOJA	1474.06	.00
PEC01	LUIS PECH	1912.38	.00
PEN01	CHRISTINA Y PENLAND	2491.38	.00
		1000.00	1000.00
		125.00	125.00
		250.00	250.00
PER04	MICHAEL W PERGAMIT	2173.78	.00
PIC02	KAILEY I PICKERING	192.00	.00
POC01	DONNA J. POCK	1802.48	1802.48
		325.00	325.00
PON02	TRISTAN A PONGRUJAPORN	3654.35	.00
POR01	TAI R PORTER	830.45	.00
PRE01	BRET T PREBULA	7031.87	.00
PRI01	CLAUDERICK M PRIEST	2117.12	.00
PRI03	RAESHAUN D PRIEST	610.27	.00
RAN01	ADRIANNA C RANSOM	672.16	.00
REN01	GREG M RENUCCI	4518.83	.00
RIV03	LUIS R RIVERA	2986.29	.00
ROB00	KARA C ROBINSON	3824.11	.00
ROB03	ROWLAND H. ROBERTS	3499.37	.00
ROB05	JUAN D ROBLES CASTI	2173.15	.00
ROM03	MARIA L ROMERO	2187.25	.00
ROT01	AARON C ROTH	6165.47	.00
SAE02	MOHAMED SAEED	462.28	.00
SAG01	ANNE SAGAMI	3443.03	.00
SAL03	TEVITA VAEA P SALT	2403.86	.00
SAL06	BEYONCE O SALCEDA	703.09	.00
SAL08	KRISTINE SALCEDA	595.33	.00
SAM02	JERAMY J. SAMO	2614.65	.00
SAN09	ASHLEY D SANTOS	449.79	.00
SCR01	MARINA H SCRIVNER	700.43	.00
SEL01	KAYLEY E SELBY	2886.61	.00
SHE02	PARISE S SHEPHERD	376.45	.00
SHI01	HARRISON SHING-CHUN	4948.89	.00
SIF01	JONATHAN SIFUENTES	2543.54	.00
SIL01	BRAYAN O SILVA ZAMORA	2298.67	.00
SIN01	JUSTEEN K SINGLEY	1882.20	.00
SKI02	ANITA L SKINNER	303.09	.00
SOT02	FRANCISCO J SOTO-POMEROY	3562.18	.00
STE05	HANNA D STEPHENS	166.23	.00
TEW01	VINAY P TEWARI	190.08	.00
TOD02	KATIE A TODD	2033.36	.00
VAL01	JASON D VALDE	2837.46	.00
VAN00	CHAO C VANG	2179.25	.00
VAN01	JASON S VANDER MEER	2408.69	.00
VAS01	BIANCA M VASQUEZ	1559.16	.00
		315.00	315.00
VER02	ERIC VERA	3910.91	.00
VIL01	TREVOR A VILLANUEVA	746.32	.00
VUE01	NOUAE A VUE	5180.09	.00
WAD01	ANEKKA S WADDELL	2347.73	.00
WAL01	JANELLE A WALTHOUR	407.27	.00
WAS02	PRINCESS K WASHINGTON	1025.76	.00
WHI07	RYAN L WHITE	2946.70	.00
WOO02	APRIL E WOODEN	1464.67	.00
YAN01	GE H YANG	2321.83	.00
ZAR01	ERNESTO Z ZARAGOZA	3826.80	.00
ZUN02	MICHELLE E. ZUNINO	2319.36	.00
Sub-Total:		385251.80	
Grn-Total:		385251.80	
Count: 168			

Emp ID	Name	Deducted Last Posting	Deduction Amt. Per Pay Period
ABD01	SHARIF S ABDELAZIZ	3634.76	.00
ALE01	HALEY C ALEXANDER	6436.72	.00
ALV01	SANTINO A ALVAREZ	572.94	.00
BAR05	HILO BARAJAS	1895.55	.00
BER03	JIM BERMUDEZ	5892.05	.00
		500.00	500.00
BLO01	DELBERT R BLOCK JR	2754.64	.00
BRA05	JASON C BRASSFIELD	5701.61	.00
BRY02	JOHN E. BRYAN	2909.95	.00
CAM02	TYLER J CAMIGI	3074.55	.00
CAN02	ALVIN J CANGCO	5983.75	.00
CAP01	RICKY CAPERTON	2036.04	.00
CAR06	LISA A. CARLOCK	6017.65	.00
CAR08	MARK S CARDINALLI	3746.08	.00
CLA01	TRENTON J CLARK	682.54	.00
COL01	JOSE L COLIN	3398.05	.00
COL03	TAYLOR COLLINS	2649.04	.00
CON05	TIFFANY N CONAMA	1952.38	.00
		1000.00	1000.00
CON06	MICHAEL CONTY	1659.52	.00
COO01	BRANDI COOK	2762.77	.00
COR02	JUAN M. CORTEZ	2465.93	.00
COR03	SHERRI L. CORRALES	1808.35	.00
COR05	CRISTIAN A CORTES	415.57	.00
DAN01	ROBERTA J. DANIEL	2073.58	.00
		500.00	500.00
DAN02	JOSHUA S DANNER	3802.26	.00
DAW02	JENALEE M DAWSON	901.47	.00
DEL03	MARIBEL DE LA CRUZ	2747.77	.00
		150.00	150.00
DEM03	RYAN A DEMELLO	4360.43	.00
DEO01	LAKHWINDER K DEOL	5158.01	.00
		100.00	100.00
DIA01	NAPOLEON W. DIAZ II	4393.95	.00
DOO01	CHRISTOPHER J DOOLEY	4412.58	.00
DOW01	JEFFREY D DOWNEY	2709.48	.00
DUC01	JUSTIN M DUCHSCHER	3886.83	.00
DUM01	AMANDA DUM	2789.97	.00
		100.00	100.00
		75.00	75.00
DUM02	GIZELLE ANNE DUMALAG	444.05	.00
ELM01	MICHAEL L ELM	1998.95	.00
ESC04	NICHOLAS J ESCOBEDO	2018.74	.00
ESP00	RYAN J ESPARZA	4948.42	.00
ESP02	TRISTAN M ESPERANZA-IB	256.83	.00
FAR01	ANDREW L FARRELL	2750.14	.00
FIE01	ALEXANDER FIERRO	2977.09	.00
FLO00	AISHA FLORES	3416.58	.00
FLO02	GLADIS FLORES	290.90	.00
FRI01	MARYFLOR FRIAS RICO	717.16	.00
GAL04	NOE GALLEGOS-ARE	3587.75	.00
GAT01	JOSEPH J GATMEN	2862.54	.00
GEL01	GEMMA V. GELUZ	2272.00	.00
GOL03	JASON R GOLTIAO	3619.39	.00
HEA01	DANIEL J. HEALY	6581.39	.00
HEI03	SCOTT J HEINE	4798.86	.00
HEL01	JACOB T HELTON	3833.45	.00
HEN02	JEFF T. HENDERSON	7600.31	.00
HER00	ALMA R HERNANDEZ	312.10	.00
HER01	JAMES A. HERROD	3645.80	.00
HUL01	JANET HULL	2857.94	.00
		100.00	100.00
		1000.00	1000.00
		500.00	500.00
JAC01	TRISTAN K JACKSON	443.34	.00
JON03	JANINE S JONES	402.27	.00
KEA02	JOHN T. KEARNS	4124.08	.00
KEG01	ANDREW D KEGLE	4518.49	.00
KEN02	AMBER M. KENT	5668.65	.00
KEN03	EMILY M KENT	2087.91	.00
KHA01	FRANKIE KHANTIGNA	5239.79	.00
KIN00	CAMRYN R KING	2451.70	.00
KIN02	KATHLEEN S KING	2039.76	.00
KOS01	ABIGAYLE J KOSTA	412.33	.00
LAZ00	JULIA M LAZARO	3137.51	.00
		1600.00	1600.00
LEE06	RACHEL C LEE	1554.84	.00
LEH01	HOANG D LE	4224.29	.00
LEM01	AARON P LEMING	3593.05	.00
LET01	THOMAS LETTERMAN	2535.33	.00
		815.86	.00
LIT01	DIANA A. LITTLES	2650.19	.00
		75.00	75.00
LOM01	TIFFANEY LOMBARD	4792.26	.00
LOP00	BELTHZABEL LOPEZ-DE LOA	2112.48	.00
LOP03	BRAD L LOPEZ	4676.31	.00
LOP04	VANESSA A LOPEZ	397.12	.00
LOP05	CHRISTIAN G LOPEZ	2133.30	.00
LOZ01	NICODEMUS G LOZANO	3189.48	.00
LUJ01	CHRISTOPHER J LUJAN	3494.48	.00
LUN01	ELIZABETH N. LUNA	3454.13	.00
		50.00	50.00
		100.00	100.00
MAL01	BRIANA KELLE A MALALUAN	1491.67	.00
		372.92	.00

Emp ID	Name	Deducted Last Posting	Deduction Amt. Per Pay Period
MAR03	SHERRON L. MARTIN	88.10	.00
MAR15	DEAN R MARTIN	8720.45	.00
MAR18	BRIANNA D MARQUITZ	3130.43	.00
MCH01	HAYLEY J MCHENRY	1438.62	.00
		616.55	.00
MCN02	RONETT MCNARY	1016.93	.00
MER01	GLORIA MERCADO-MART	513.97	.00
MOR01	MARVIN J MORA	2989.84	.00
MOR07	RACHEL MORRIS	2063.64	.00
MUR00	HAYLEY A MURPHY	2018.10	.00
NAS01	ASHLEY A NASH	2184.84	.00
NAV00	MIKAYLA R NAVARRO	620.27	.00
NER01	SIGFRED D NERI	5662.08	.00
OLS02	JAMES C OLSEN	999.69	.00
ORT03	JOSE O ORTIZ GARCIA	1985.19	.00
PAN01	FERNANDO J PANTOJA	1451.77	.00
PEC01	LUIS PECH	2123.63	.00
PEN01	CHRISTINA Y PENLAND	2587.59	.00
		1000.00	1000.00
		125.00	125.00
		250.00	250.00
PER04	MICHAEL W PERGAMIT	1928.35	.00
POC01	DONNA J. POCK	1802.48	1802.48
		325.00	325.00
PON02	TRISTAN A PONGRUJAPORN	2221.23	.00
POR01	TAI R PORTER	889.56	.00
PRE01	BRET T PREBULA	7176.43	.00
PRI01	CLAUDERICK M PRIEST	1937.80	.00
PRI03	RAESHAUN D PRIEST	693.15	.00
RAN01	ADRIANNA C RANSOM	819.11	.00
REN01	GREG M RENUCCI	4774.40	.00
RIV03	LUIS R RIVERA	2111.93	.00
ROB00	KARA C ROBINSON	3961.32	.00
ROB03	ROWLAND H. ROBERTS	3499.37	.00
ROB05	JUAN D ROBLES CASTI	1926.77	.00
ROM03	MARIA L ROMERO	2099.04	.00
ROT01	AARON C ROTH	6303.12	.00
SAE02	MOHAMED SAEED	719.44	.00
SAG01	ANNE SAGAMI	3937.85	.00
SAL03	TEVITA VAEA P SALT	1968.20	.00
SAL06	BEYONCE O SALCEDA	614.01	.00
SAL08	KRISTINE SALCEDA	572.94	.00
SAM02	JERAMY J. SAMO	2377.74	.00
SAN09	ASHLEY D SANTOS	116.41	.00
SCR01	MARINA H SCRIVNER	595.33	.00
SEL01	KAYLEY E SELBY	2886.61	.00
SHE02	PARISE S SHEPHERD	376.46	.00
SHI01	HARRISON SHING-CHUN	5861.60	.00
SIF01	JONATHAN SIFUENTES	2297.17	.00
SIL01	BRAYAN O SILVA ZAMORA	2052.29	.00
SIN01	JUSTEEN K SINGLEY	2215.69	.00
SKI02	ANITA L SKINNER	303.09	.00
SOT02	FRANCISCO J SOTO-POMEROY	10696.17	.00
TAT01	MONICA L TATNEY-MORRI	166.23	.00
TAY02	AMIA C TAYLOR	556.87	.00
TEW01	VINAY P TEWARI	190.08	.00
TOD02	KATIE A TODD	1976.76	.00
VAL01	JASON D VALDE	2742.39	.00
VAN00	CHAO C VANG	1932.87	.00
VAN01	JASON S VANDER MEER	3321.01	.00
VAS01	BIANCA M VASQUEZ	46.85	.00
		315.00	315.00
VER02	ERIC VERA	3698.47	.00
VIL01	TREVOR A VILLANUEVA	372.98	.00
VUE01	NOUAE A VUE	5285.15	.00
WAD01	ANEKKA S WADDELL	2451.98	.00
WAL01	JANELLE A WALTHOUR	166.23	.00
WAS02	PRINCESS K WASHINGTON	937.21	.00
WHI07	RYAN L WHITE	2548.89	.00
WOO02	APRIL E WOODEN	1489.68	.00
YAN01	GE H YANG	2075.46	.00
ZAR01	ERNESTO Z ZARAGOZA	4191.59	.00
ZUN02	MICHELLE E. ZUNINO	2392.59	.00
Sub-Total:		403845.74	
Grn-Total:		403845.74	
Count: 168			

Check Number	Check Date	Employee ID	Employee Name	Gross Amount	Check Amount
22561	7/11/2025	POC01	POCK, DONNA J.	4,114.79	255.72
22562	7/11/2025	AZE01	AZEVEDO, ATHINA N	666.00	610.27
22563	7/11/2025	BOW01	BOWMAN, WILLIAM D	685.98	621.94
22564	7/11/2025	BUR01	BURROUGHS, KENNETH D	378.00	349.08
22565	7/11/2025	COH01	COHEN, SCOTT M	491.31	453.73
22566	7/11/2025	HER02	HERNANDEZ, LIZZETTE E	495.00	457.13
22567	7/11/2025	HER06	HERNANDEZ, XAVIER A	589.50	544.40
22568	7/11/2025	NAV02	NAVARRO, NAYLEA	341.53	315.41
22569	7/11/2025	ORE01	O'REILLY, NIKKI C	760.50	682.22
22570	7/11/2025	ORT02	ORTEGA, LUTHER M	593.28	520.32
22571	7/11/2025	POR02	PORTER, RAYE B	591.31	546.08
22572	7/11/2025	ROD03	RODRIGUEZ-MA, CARLOS M	444.96	410.92
22573	7/11/2025	SIM01	SIMMONS, KAREN R	692.38	632.16
22574	7/11/2025	SLA01	SLAUGHTER, TERRENCE A	463.50	419.93
22575	7/11/2025	THO00	THOMPSON, AMARIYAE P.	370.80	342.43
22576	7/11/2025	CON05	CONAMA, TIFFANY N	4,781.72	2,952.38
22577	7/11/2025	BIS03	BISHOP, KATHRYN	0.00	1,508.50
22578	7/11/2025	FRA01	FRANCHISE TAX BOARD	0.00	400.00
22579	7/16/2025	SEL01	SELBY, KAYLEY E	853.94	701.21
22580	7/16/2025	PER04	PERGAMIT, MICHAEL W	570.58	505.53
22581	7/25/2025	POC01	POCK, DONNA J.	4,114.79	255.72
22582	7/25/2025	GEN01	GENGLER, DANIEL M	280.00	258.58
22583	7/25/2025	AME01	AMEZCUA-ALVA, ESMERALDA	40.78	37.66
22584	7/25/2025	AZE01	AZEVEDO, ATHINA N	630.00	580.40
22585	7/25/2025	BOW01	BOWMAN, WILLIAM D	690.62	626.16
22586	7/25/2025	BUR01	BURROUGHS, KENNETH D	576.00	531.94
22587	7/25/2025	COH01	COHEN, SCOTT M	1,084.59	944.44
22588	7/25/2025	HER06	HERNANDEZ, XAVIER A	333.00	307.52
22589	7/25/2025	LIN02	LINCOLN-BERR, SOLANGE	122.34	112.98
22590	7/25/2025	NAV02	NAVARRO, NAYLEA	1,219.75	1,051.62
22591	7/25/2025	ORE01	O'REILLY, NIKKI C	819.00	729.55
22592	7/25/2025	POR02	PORTER, RAYE B	514.85	475.46
22593	7/25/2025	ROD03	RODRIGUEZ-MA, CARLOS M	801.86	715.68
22594	7/25/2025	SIM01	SIMMONS, KAREN R	764.00	685.05
22595	7/25/2025	SLA01	SLAUGHTER, TERRENCE A	574.74	520.94
22596	7/25/2025	TEO01	TEODORO, FRANK	1,503.36	1,250.58
22597	7/25/2025	THO00	THOMPSON, AMARIYAE P.	176.13	162.66
22598	7/25/2025	BIS03	BISHOP, KATHRYN	0.00	1,508.50
22599	7/25/2025	FRA01	FRANCHISE TAX BOARD	0.00	400.00
Z61100	7/11/2025	BER03	BERMUDEZ, JIM	9,119.74	0.00
Z61101	7/11/2025	MAL01	MALALUAN, BRIANA KELLE A	2,627.21	0.00
Z61102	7/11/2025	MCN02	MCNARY, RONETT	1,168.65	0.00
Z61103	7/11/2025	MER01	MERCADO-MART, GLORIA	1,011.90	0.00
Z61104	7/11/2025	NAS01	NASH, ASHLEY A	2,724.14	0.00

Z61105	7/11/2025	PEN01	PENLAND, CHRISTINA Y	7,370.65	0.00
Z61106	7/11/2025	PRE01	PREBULA, BRET T	10,720.11	0.00
Z61107	7/11/2025	ROB03	ROBERTS, ROWLAND H.	5,987.32	0.00
Z61108	7/11/2025	VAS01	VASQUEZ, BIANCA M	2,655.75	0.00
Z61109	7/11/2025	VAN00	VANG, CHAO C	2,878.00	0.00
Z61110	7/11/2025	MOR07	MORRIS, RACHEL	2,628.16	0.00
Z61111	7/11/2025	WOO02	WOODEN, APRIL E	1,755.00	0.00
Z61112	7/11/2025	DAW02	DAWSON, JENALEE M	985.52	0.00
Z61113	7/11/2025	HER00	HERNANDEZ, ALMA R	514.74	0.00
Z61114	7/11/2025	SHE02	SHEPHERD, PARISE S	497.24	0.00
Z61115	7/11/2025	SKI02	SKINNER, ANITA L	532.29	0.00
Z61116	7/11/2025	TEW01	TEWARI, VINAY P	197.64	0.00
Z61117	7/11/2025	WAS02	WASHINGTON, PRINCESS K	1,085.52	0.00
Z61118	7/11/2025	COR03	CORRALES, SHERRI L.	3,085.84	0.00
Z61119	7/11/2025	DAN01	DANIEL, ROBERTA J.	3,884.86	0.00
Z61120	7/11/2025	DEO01	DEOL, LAKHWINDER K	8,102.66	0.00
Z61121	7/11/2025	DUM01	DUM, AMANDA	4,335.16	0.00
Z61122	7/11/2025	LIT01	LITTLES, DIANA A.	4,066.39	0.00
Z61123	7/11/2025	LOP05	LOPEZ, CHRISTIAN G	2,871.60	0.00
Z61124	7/11/2025	LUN01	LUNA, ELIZABETH N.	5,795.94	0.00
Z61125	7/11/2025	MAR03	MARTIN, SHERRON L.	642.13	0.00
Z61126	7/11/2025	ROM03	ROMERO, MARIA L	2,946.52	0.00
Z61127	7/11/2025	TOD02	TODD, KATIE A	2,676.42	0.00
Z61128	7/11/2025	VAL01	VALDE, JASON D	3,923.63	0.00
Z61129	7/11/2025	BRA05	BRASSFIELD, JASON C	6,678.59	0.00
Z61130	7/11/2025	CHO01	CHOU, CHIN C	280.00	0.00
Z61131	7/11/2025	COL01	COLIN, JOSE L	5,938.90	0.00
Z61132	7/11/2025	DAN02	DANNER, JOSHUA S	8,432.37	0.00
Z61133	7/11/2025	DUC01	DUCHSCHER, JUSTIN M	5,592.11	0.00
Z61134	7/11/2025	ESP00	ESPARZA, RYAN J	6,345.34	0.00
Z61135	7/11/2025	FAR01	FARRELL, ANDREW L	4,397.65	0.00
Z61136	7/11/2025	HEL01	HELTON, JACOB T	4,478.62	0.00
Z61137	7/11/2025	KEG01	KEGLE, ANDREW D	5,843.07	0.00
Z61138	7/11/2025	LEM01	LEMING, AARON P	4,710.17	0.00
Z61139	7/11/2025	LOP03	LOPEZ, BRAD L	7,532.32	0.00
Z61140	7/11/2025	LUJ01	LUJAN, CHRISTOPHER J	5,761.87	0.00
Z61141	7/11/2025	MAR15	MARTIN, DEAN R	5,218.65	0.00
Z61142	7/11/2025	REN01	RENUCCI, GREG M	7,497.32	0.00
Z61143	7/11/2025	RIV03	RIVERA, LUIS R	5,896.23	0.00
Z61144	7/11/2025	SOT02	SOTO-POMEROY, FRANCISCO J	6,177.03	0.00
Z61145	7/11/2025	VAN01	VANDER MEER, JASON S	4,149.12	0.00
Z61146	7/11/2025	ZUN02	ZUNINO, MICHELLE E.	3,343.58	0.00
Z61147	7/11/2025	GOL03	GOLTIAO, JASON R	4,667.34	0.00
Z61148	7/11/2025	LOP00	LOPEZ-DE LOA, BELTHZABEL	3,145.60	0.00
Z61149	7/11/2025	ABD01	ABDELAZIZ, SHARIF S	5,432.89	0.00

Z61150	7/11/2025	ALE01	ALEXANDER, HALEY C	9,481.46	0.00
Z61151	7/11/2025	CAM02	CAMIGI, TYLER J	5,537.11	0.00
Z61152	7/11/2025	CAN02	CANGCO, ALVIN J	7,948.84	0.00
Z61153	7/11/2025	CAR08	CARDINALLI, MARK S	5,779.57	0.00
Z61154	7/11/2025	CAR06	CARLOCK, LISA A.	8,017.63	0.00
Z61155	7/11/2025	COL03	COLLINS, TAYLOR	3,567.42	0.00
Z61156	7/11/2025	COO01	COOK, BRANDI	3,505.20	0.00
Z61157	7/11/2025	DEM03	DEMELLO, RYAN A	6,346.01	0.00
Z61158	7/11/2025	DOO01	DOOLEY, CHRISTOPHER J	7,517.36	0.00
Z61159	7/11/2025	FIE01	FIERRO, ALEXANDER	4,341.82	0.00
Z61160	7/11/2025	FLO00	FLORES, AISHA	6,065.57	0.00
Z61161	7/11/2025	GAL04	GALLEGOS-ARE, NOE	4,845.28	0.00
Z61162	7/11/2025	HEA01	HEALY, DANIEL J.	9,723.20	0.00
Z61163	7/11/2025	HEI03	HEINE, SCOTT J	7,013.72	0.00
Z61164	7/11/2025	HEN02	HENDERSON, JEFF T.	8,538.73	0.00
Z61165	7/11/2025	KEN02	KENT, AMBER M.	7,942.82	0.00
Z61166	7/11/2025	KEN03	KENT, EMILY M	2,677.42	0.00
Z61167	7/11/2025	KHA01	KHANTIGNA, FRANKIE	7,787.67	0.00
Z61168	7/11/2025	KIN00	KING, CAMRYN R	3,112.48	0.00
Z61169	7/11/2025	LAZ00	LAZARO, JULIA M	8,394.12	0.00
Z61170	7/11/2025	LEH01	LE, HOANG D	5,674.44	0.00
Z61171	7/11/2025	LET01	LETTERMAN, THOMAS	5,595.38	0.00
Z61172	7/11/2025	LOM01	LOMBARD, TIFFANEY	5,488.33	0.00
Z61173	7/11/2025	MAR18	MARQUITZ, BRIANNA D	4,478.64	0.00
Z61174	7/11/2025	MUR00	MURPHY, HAYLEY A	2,586.32	0.00
Z61175	7/11/2025	NER01	NERI, SIGFRED D	11,725.87	0.00
Z61176	7/11/2025	OLS02	OLSEN, JAMES C	6,986.81	0.00
Z61177	7/11/2025	PON02	PONGRUJAPORN, TRISTAN A	5,149.16	0.00
Z61178	7/11/2025	ROB00	ROBINSON, KARA C	5,978.64	0.00
Z61179	7/11/2025	ROT01	ROTH, AARON C	10,640.17	0.00
Z61180	7/11/2025	SAG01	SAGAMI, ANNE	5,550.59	0.00
Z61181	7/11/2025	SEL01	SELBY, KAYLEY E	5,016.05	0.00
Z61182	7/11/2025	SHI01	SHING-CHUN, HARRISON	8,638.29	0.00
Z61183	7/11/2025	VER02	VERA, ERIC	5,999.53	0.00
Z61184	7/11/2025	WAD01	WADDELL, ANEKKA S	2,813.91	0.00
Z61185	7/11/2025	ZAR01	ZARAGOZA, ERNESTO Z	5,615.40	0.00
Z61186	7/11/2025	ELM01	ELM, MICHAEL L	2,854.34	0.00
Z61187	7/11/2025	KEA02	KEARNS, JOHN T.	5,516.35	0.00
Z61188	7/11/2025	WHI07	WHITE, RYAN L	4,025.52	0.00
Z61189	7/11/2025	BAR05	BARAJAS, HILO	2,827.20	0.00
Z61190	7/11/2025	BLO01	BLOCK JR, DELBERT R	2,706.00	0.00
Z61191	7/11/2025	BRY02	BRYAN, JOHN E.	3,631.10	0.00
Z61192	7/11/2025	CON06	CONTY, MICHAEL	2,212.72	0.00
Z61193	7/11/2025	COR02	CORTEZ, JUAN M.	3,432.10	0.00
Z61194	7/11/2025	DEL03	DE LA CRUZ, MARIBEL	4,407.07	0.00

Z61195	7/11/2025	DIA01	DIAZ II, NAPOLEON W.	8,195.61	0.00
Z61196	7/11/2025	ESC04	ESCOBEDO, NICHOLAS J	2,839.20	0.00
Z61197	7/11/2025	GEL01	GELUZ, GEMMA V.	3,430.17	0.00
Z61198	7/11/2025	HER01	HERROD, JAMES A.	5,665.08	0.00
Z61199	7/11/2025	LEE06	LEE, RACHEL C	2,280.80	0.00
Z61200	7/11/2025	LOZ01	LOZANO, NICODEMUS G	5,619.38	0.00
Z61201	7/11/2025	ORT03	ORTIZ GARCIA, JOSE O	2,577.20	0.00
Z61202	7/11/2025	PEC01	PECH, LUIS	2,577.20	0.00
Z61203	7/11/2025	PER04	PERGAMIT, MICHAEL W	3,111.34	0.00
Z61204	7/11/2025	PRI01	PRIEST, CLAUDERICK M	3,387.97	0.00
Z61205	7/11/2025	ROB05	ROBLES CASTI, JUAN D	2,727.20	0.00
Z61206	7/11/2025	SAL03	SALT, TEVITA VAEA P	3,328.40	0.00
Z61207	7/11/2025	SAM02	SAMO, JERAMY J.	3,822.56	0.00
Z61208	7/11/2025	SIF01	SIFUENTES, JONATHAN	3,307.20	0.00
Z61209	7/11/2025	SIL01	SILVA ZAMORA, BRAYAN O	3,079.60	0.00
Z61210	7/11/2025	VUE01	VUE, NOUAE A	8,319.77	0.00
Z61211	7/11/2025	YAN01	YANG, GE H	3,057.20	0.00
Z61212	7/11/2025	ALV01	ALVAREZ, SANTINO A	324.00	0.00
Z61213	7/11/2025	CLA01	CLARK, TRENTON J	778.68	0.00
Z61214	7/11/2025	COR05	CORTES, CRISTIAN A	751.50	0.00
Z61215	7/11/2025	DOW01	DOWNEY, JEFFREY D	3,983.62	0.00
Z61216	7/11/2025	DUM02	DUMALAG, GIZELLE ANNE	1,782.45	0.00
Z61217	7/11/2025	ESP02	ESPERANZA-IB, TRISTAN M	278.10	0.00
Z61218	7/11/2025	FLO02	FLORES, GLADIS	378.00	0.00
Z61219	7/11/2025	FRI01	FRIAS RICO, MARYFLOR	846.45	0.00
Z61220	7/11/2025	GAT01	GATMEN, JOSEPH J	3,786.28	0.00
Z61221	7/11/2025	HAT01	HATTEN, KAREN S.	305.60	0.00
Z61222	7/11/2025	HUL01	HULL, JANET	6,839.80	0.00
Z61223	7/11/2025	JAC01	JACKSON, TRISTAN K	815.76	0.00
Z61224	7/11/2025	JON03	JONES, JANINE S	737.55	0.00
Z61225	7/11/2025	KIN02	KING, KATHLEEN S	3,050.54	0.00
Z61226	7/11/2025	KOS01	KOSTA, ABIGAYLE J	194.67	0.00
Z61227	7/11/2025	LOP04	LOPEZ, VANESSA A	519.95	0.00
Z61228	7/11/2025	MCH01	MCHENRY, HAYLEY J	3,415.97	0.00
Z61229	7/11/2025	MOR01	MORA, MARVIN J	4,612.09	0.00
Z61230	7/11/2025	NAV00	NAVARRO, MIKAYLA R	649.40	0.00
Z61231	7/11/2025	NIC01	NICKSON III, WILLIE J	702.00	0.00
Z61232	7/11/2025	PAN01	PANTOJA, FERNANDO J	1,886.08	0.00
Z61233	7/11/2025	PIC02	PICKERING, KAILEY I	207.90	0.00
Z61234	7/11/2025	POR01	PORTER, TAI R	975.71	0.00
Z61235	7/11/2025	PRI03	PRIEST, RAESHAUN D	666.00	0.00
Z61236	7/11/2025	RAN01	RANSOM, ADRIANNA C	740.60	0.00
Z61237	7/11/2025	SAE02	SAEED, MOHAMED	500.58	0.00
Z61238	7/11/2025	SAL06	SALCEDA, BEYONCE O	778.50	0.00
Z61239	7/11/2025	SAL08	SALCEDA, KRISTINE	648.00	0.00

Z61240	7/11/2025	SAN09	SANTOS, ASHLEY D	487.05	0.00
Z61241	7/11/2025	SCR01	SCRIVNER, MARINA H	783.00	0.00
Z61242	7/11/2025	SIN01	SINGLEY, JUSTEEN K	2,549.46	0.00
Z61243	7/11/2025	STE05	STEPHENS, HANNA D	180.00	0.00
Z61244	7/11/2025	VIL01	VILLANUEVA, TREVOR A	900.00	0.00
Z61245	7/11/2025	WAL01	WALTHOUR, JANELLE A	441.00	0.00
Z61246	7/25/2025	BER03	BERMUDEZ, JIM	9,333.47	0.00
Z61247	7/25/2025	MAL01	MALALUAN, BRIANA KELLE A	2,627.21	0.00
Z61248	7/25/2025	MCN02	MCNARY, RONETT	1,168.65	0.00
Z61249	7/25/2025	MER01	MERCADO-MART, GLORIA	556.55	0.00
Z61250	7/25/2025	NAS01	NASH, ASHLEY A	2,724.14	0.00
Z61251	7/25/2025	PEN01	PENLAND, CHRISTINA Y	7,540.68	0.00
Z61252	7/25/2025	PRE01	PREBULA, BRET T	10,982.61	0.00
Z61253	7/25/2025	ROB03	ROBERTS, ROWLAND H.	5,987.32	0.00
Z61254	7/25/2025	VAS01	VASQUEZ, BIANCA M	655.52	0.00
Z61255	7/25/2025	ELM01	ELM, MICHAEL L	2,854.34	0.00
Z61256	7/25/2025	KEA02	KEARNS, JOHN T.	5,516.35	0.00
Z61257	7/25/2025	MOR07	MORRIS, RACHEL	2,691.54	0.00
Z61258	7/25/2025	WHI07	WHITE, RYAN L	3,543.00	0.00
Z61259	7/25/2025	WOO02	WOODEN, APRIL E	1,787.50	0.00
Z61260	7/25/2025	DAW02	DAWSON, JENALEE M	985.52	0.00
Z61261	7/25/2025	HER00	HERNANDEZ, ALMA R	514.74	0.00
Z61262	7/25/2025	SHE02	SHEPHERD, PARISE S	497.24	0.00
Z61263	7/25/2025	SKI02	SKINNER, ANITA L	532.29	0.00
Z61264	7/25/2025	TEW01	TEWARI, VINAY P	197.64	0.00
Z61265	7/25/2025	WAS02	WASHINGTON, PRINCESS K	985.52	0.00
Z61266	7/25/2025	COR03	CORRALES, SHERRI L.	3,085.84	0.00
Z61267	7/25/2025	DAN01	DANIEL, ROBERTA J.	3,884.86	0.00
Z61268	7/25/2025	DEO01	DEOL, LAKHWINDER K	8,300.27	0.00
Z61269	7/25/2025	DUM01	DUM, AMANDA	4,335.16	0.00
Z61270	7/25/2025	LIT01	LITTLES, DIANA A.	4,400.83	0.00
Z61271	7/25/2025	LOP05	LOPEZ, CHRISTIAN G	3,008.09	0.00
Z61272	7/25/2025	LUN01	LUNA, ELIZABETH N.	5,795.94	0.00
Z61273	7/25/2025	MAR03	MARTIN, SHERRON L.	642.13	0.00
Z61274	7/25/2025	ROM03	ROMERO, MARIA L	2,831.30	0.00
Z61275	7/25/2025	TOD02	TODD, KATIE A	2,603.20	0.00
Z61276	7/25/2025	VAL01	VALDE, JASON D	3,767.52	0.00
Z61277	7/25/2025	BRA05	BRASSFIELD, JASON C	8,223.72	0.00
Z61278	7/25/2025	COL01	COLIN, JOSE L	5,938.90	0.00
Z61279	7/25/2025	DAN02	DANNER, JOSHUA S	5,885.15	0.00
Z61280	7/25/2025	DUC01	DUCHSCHER, JUSTIN M	5,808.92	0.00
Z61281	7/25/2025	ESP00	ESPARZA, RYAN J	8,268.03	0.00
Z61282	7/25/2025	FAR01	FARRELL, ANDREW L	4,250.14	0.00
Z61283	7/25/2025	HEL01	HELTON, JACOB T	7,570.62	0.00
Z61284	7/25/2025	KEG01	KEGLE, ANDREW D	7,476.08	0.00

Z61285	7/25/2025	LEM01	LEMING, AARON P	5,477.43	0.00
Z61286	7/25/2025	LOP03	LOPEZ, BRAD L	7,719.34	0.00
Z61287	7/25/2025	LUJ01	LUJAN, CHRISTOPHER J	5,556.94	0.00
Z61288	7/25/2025	MAR15	MARTIN, DEAN R	16,469.79	0.00
Z61289	7/25/2025	REN01	RENUCCI, GREG M	7,902.12	0.00
Z61290	7/25/2025	RIV03	RIVERA, LUIS R	4,337.37	0.00
Z61291	7/25/2025	SOT02	SOTO-POMEROY, FRANCISCO J	12,280.51	0.00
Z61292	7/25/2025	VAN01	VANDER MEER, JASON S	5,724.41	0.00
Z61293	7/25/2025	ZUN02	ZUNINO, MICHELLE E.	3,449.65	0.00
Z61294	7/25/2025	GOL03	GOLTIAO, JASON R	4,667.34	0.00
Z61295	7/25/2025	LOP00	LOPEZ-DE LOA, BELTHZABEL	3,145.60	0.00
Z61296	7/25/2025	ABD01	ABDELAZIZ, SHARIF S	5,657.51	0.00
Z61297	7/25/2025	ALE01	ALEXANDER, HALEY C	10,226.39	0.00
Z61298	7/25/2025	CAM02	CAMIGI, TYLER J	4,880.86	0.00
Z61299	7/25/2025	CAN02	CANGCO, ALVIN J	9,365.73	0.00
Z61300	7/25/2025	CAR08	CARDINALLI, MARK S	5,900.80	0.00
Z61301	7/25/2025	CAR06	CARLOCK, LISA A.	9,245.08	0.00
Z61302	7/25/2025	COL03	COLLINS, TAYLOR	3,782.53	0.00
Z61303	7/25/2025	CON05	CONAMA, TIFFANY N	4,781.72	0.00
Z61304	7/25/2025	COO01	COOK, BRANDI	3,505.20	0.00
Z61305	7/25/2025	DEM03	DEMELLO, RYAN A	6,686.24	0.00
Z61306	7/25/2025	DOO01	DOOLEY, CHRISTOPHER J	6,801.64	0.00
Z61307	7/25/2025	FIE01	FIERRO, ALEXANDER	4,429.40	0.00
Z61308	7/25/2025	FLO00	FLORES, AISHA	5,494.25	0.00
Z61309	7/25/2025	GAL04	GALLEGOS-ARE, NOE	5,439.36	0.00
Z61310	7/25/2025	HEA01	HEALY, DANIEL J.	9,723.20	0.00
Z61311	7/25/2025	HEI03	HEINE, SCOTT J	7,497.86	0.00
Z61312	7/25/2025	HEN02	HENDERSON, JEFF T.	12,536.33	0.00
Z61313	7/25/2025	KEN02	KENT, AMBER M.	9,051.57	0.00
Z61314	7/25/2025	KEN03	KENT, EMILY M	2,677.42	0.00
Z61315	7/25/2025	KHA01	KHANTIGNA, FRANKIE	8,560.40	0.00
Z61316	7/25/2025	KIN00	KING, CAMRYN R	3,588.22	0.00
Z61317	7/25/2025	LAZ00	LAZARO, JULIA M	8,669.97	0.00
Z61318	7/25/2025	LEH01	LE, HOANG D	6,448.77	0.00
Z61319	7/25/2025	LET01	LETTERMAN, THOMAS	5,514.87	0.00
Z61320	7/25/2025	LOM01	LOMBARD, TIFFANEY	6,970.57	0.00
Z61321	7/25/2025	MAR18	MARQUITZ, BRIANNA D	4,877.84	0.00
Z61322	7/25/2025	MUR00	MURPHY, HAYLEY A	2,576.63	0.00
Z61323	7/25/2025	NER01	NERI, SIGFRED D	9,993.72	0.00
Z61324	7/25/2025	OLS02	OLSEN, JAMES C	5,841.48	0.00
Z61325	7/25/2025	PON02	PONGRUJAPORN, TRISTAN A	3,196.95	0.00
Z61326	7/25/2025	ROB00	ROBINSON, KARA C	6,194.46	0.00
Z61327	7/25/2025	ROT01	ROTH, AARON C	10,896.93	0.00
Z61328	7/25/2025	SAG01	SAGAMI, ANNE	6,322.23	0.00
Z61329	7/25/2025	SEL01	SELBY, KAYLEY E	5,016.05	0.00

Z61330	7/25/2025	SHI01	SHING-CHUN, HARRISON	10,058.37	0.00
Z61331	7/25/2025	VER02	VERA, ERIC	5,670.00	0.00
Z61332	7/25/2025	WAD01	WADDELL, ANEKKA S	2,926.07	0.00
Z61333	7/25/2025	ZAR01	ZARAGOZA, ERNESTO Z	6,168.52	0.00
Z61334	7/25/2025	CAP01	CAPERTON, RICKY	3,703.51	0.00
Z61335	7/25/2025	BAR05	BARAJAS, HILO	2,591.12	0.00
Z61336	7/25/2025	BLO01	BLOCK JR, DELBERT R	3,100.70	0.00
Z61337	7/25/2025	BRY02	BRYAN, JOHN E.	3,631.10	0.00
Z61338	7/25/2025	CON06	CONTY, MICHAEL	1,962.72	0.00
Z61339	7/25/2025	COR02	CORTEZ, JUAN M.	3,182.10	0.00
Z61340	7/25/2025	DEL03	DE LA CRUZ, MARIBEL	4,407.07	0.00
Z61341	7/25/2025	DIA01	DIAZ II, NAPOLEON W.	6,709.18	0.00
Z61342	7/25/2025	ESC04	ESCOBEDO, NICHOLAS J	2,589.20	0.00
Z61343	7/25/2025	GEL01	GELUZ, GEMMA V.	3,430.17	0.00
Z61344	7/25/2025	HER01	HERROD, JAMES A.	5,665.08	0.00
Z61345	7/25/2025	LEE06	LEE, RACHEL C	2,280.80	0.00
Z61346	7/25/2025	LOZ01	LOZANO, NICODEMUS G	5,619.38	0.00
Z61347	7/25/2025	ORT03	ORTIZ GARCIA, JOSE O	2,786.56	0.00
Z61348	7/25/2025	PEC01	PECH, LUIS	2,870.08	0.00
Z61349	7/25/2025	PER04	PERGAMIT, MICHAEL W	2,861.34	0.00
Z61350	7/25/2025	PRI01	PRIEST, CLAUDERICK M	3,249.66	0.00
Z61351	7/25/2025	ROB05	ROBLES CASTI, JUAN D	2,477.20	0.00
Z61352	7/25/2025	SAL03	SALT, TEVITA VAEA P	3,097.02	0.00
Z61353	7/25/2025	SAM02	SAMO, JERAMY J.	3,572.56	0.00
Z61354	7/25/2025	SIF01	SIFUENTES, JONATHAN	3,057.20	0.00
Z61355	7/25/2025	SIL01	SILVA ZAMORA, BRAYAN O	2,829.60	0.00
Z61356	7/25/2025	VAN00	VANG, CHAO C	2,628.00	0.00
Z61357	7/25/2025	VUE01	VUE, NOUAE A	8,518.86	0.00
Z61358	7/25/2025	YAN01	YANG, GE H	2,807.20	0.00
Z61359	7/25/2025	ALV01	ALVAREZ, SANTINO A	621.00	0.00
Z61360	7/25/2025	CLA01	CLARK, TRENTON J	787.95	0.00
Z61361	7/25/2025	COR05	CORTES, CRISTIAN A	450.00	0.00
Z61362	7/25/2025	DOW01	DOWNEY, JEFFREY D	3,983.62	0.00
Z61363	7/25/2025	DUM02	DUMALAG, GIZELLE ANNE	495.04	0.00
Z61364	7/25/2025	ESP02	ESPERANZA-IB, TRISTAN M	278.10	0.00
Z61365	7/25/2025	FLO02	FLORES, GLADIS	315.00	0.00
Z61366	7/25/2025	FRI01	FRIAS RICO, MARYFLOR	784.08	0.00
Z61367	7/25/2025	GAT01	GATMEN, JOSEPH J	3,786.28	0.00
Z61368	7/25/2025	HUL01	HULL, JANET	7,006.15	0.00
Z61369	7/25/2025	JAC01	JACKSON, TRISTAN K	499.56	0.00
Z61370	7/25/2025	JON03	JONES, JANINE S	435.60	0.00
Z61371	7/25/2025	KIN02	KING, KATHLEEN S	3,050.54	0.00
Z61372	7/25/2025	KOS01	KOSTA, ABIGAYLE J	468.14	0.00
Z61373	7/25/2025	LOP04	LOPEZ, VANESSA A	438.39	0.00
Z61374	7/25/2025	MCH01	MCHENRY, HAYLEY J	3,415.97	0.00

Z61375	7/25/2025	MOR01	MORA, MARVIN J	4,612.09	0.00
Z61376	7/25/2025	NAV00	NAVARRO, MIKAYLA R	678.05	0.00
Z61377	7/25/2025	PAN01	PANTOJA, FERNANDO J	1,856.61	0.00
Z61378	7/25/2025	POR01	PORTER, TAI R	1,048.60	0.00
Z61379	7/25/2025	PRI03	PRIEST, RAESHAUN D	774.00	0.00
Z61380	7/25/2025	RAN01	RANSOM, ADRIANNA C	929.69	0.00
Z61381	7/25/2025	SAE02	SAEED, MOHAMED	806.49	0.00
Z61382	7/25/2025	SAL06	SALCEDA, BEYONCE O	670.50	0.00
Z61383	7/25/2025	SAL08	SALCEDA, KRISTINE	621.00	0.00
Z61384	7/25/2025	SAN09	SANTOS, ASHLEY D	126.06	0.00
Z61385	7/25/2025	SCR01	SCRIVNER, MARINA H	648.00	0.00
Z61386	7/25/2025	SIN01	SINGLEY, JUSTEEN K	3,027.51	0.00
Z61387	7/25/2025	TAT01	TATNEY-MORRI, MONICA L	180.00	0.00
Z61388	7/25/2025	TAY02	TAYLOR, AMIA C	603.00	0.00
Z61389	7/25/2025	VIL01	VILLANUEVA, TREVOR A	428.19	0.00
Z61390	7/25/2025	WAL01	WALTHOUR, JANELLE A	180.00	0.00

FINANCE DEPARTMENT

City of Suisun City, 701 Civic Center Blvd, Suisun, CA 94585
Telephone (707) 421-7320 Fax (707) 421-7366

MEMORANDUM

DATE: August 5, 2025

TO: Honorable Mayor and City Councilmembers

PREPARED BY: Sherri Corrales, Account Clerk III

APPROVED BY: Lakhwinder Deol, Finance Director

RE: Accounts Payable checks for

July 2025

Total for GENERAL FUND & OTHER A/P $6,231,347.62

SUISUN CITY, CA

Expense Approval Report
By Fund

Payment Dates 7/1/2025 - 7/31/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
Fund: 010 - GENERAL FUND					
DONALD HATTALA	063025	06/30/2025	REC-INSTRUCTOR PAYMENT J...	750	1,685.00
ANISA KINSEY	063025	06/30/2025	REC-INSTRUCTOR PAYMENT J...	749	792.00
WEX INC	105575426	06/30/2025	VARIOUS DEPTS-GAS USAGE 5...	752	11,293.90
WEX INC	105575426	06/30/2025	VARIOUS DEPTS-GAS USAGE 5...	752	3,202.00
WEX INC	105575426	06/30/2025	VARIOUS DEPTS-GAS USAGE 5...	752	140.35
WEX INC	105575426	06/30/2025	VARIOUS DEPTS-GAS USAGE 5...	752	214.45
AMAZON CAPITAL SERVICES	14FF-F7TC-NLM7	06/30/2025	PD-GLOVES	748	349.44
AMAZON CAPITAL SERVICES	19KP-F1NQ-L1GL	06/30/2025	PD-GOLDENROD PRINTER PAP...	748	11.40
AMAZON CAPITAL SERVICES	1HMC-P9T6-W9RC	06/30/2025	PD-GLUE STICKS	748	4.79
AMAZON CAPITAL SERVICES	1MGT-N9N7-RJV9	06/30/2025	PD-MOTOROLA SINGLE UNIT ...	748	510.66
AMAZON CAPITAL SERVICES	1QPV-NDCH-RPKF	06/30/2025	PD-TONER CARTRIDGE	748	71.36
AMAZON CAPITAL SERVICES	1WP1-WGJ3-14HQ	06/30/2025	PD-CRIME SCENE TAPE, BOAT ...	748	23.67
US POSTMASTER	070125	07/01/2025	POSTAGE PERMIT #45-PREPAID	156693	3,200.00
FAD-ENGELL COMPANY, LLC	070125	07/01/2025	LEASE PAYMENT FOR TEMP P...	156686	200.00
FIFTH ASSET, INC.	DB2001754	07/01/2025	2SWH-TIER 2 SUBSCRIPTION 6...	156687	13,000.00
GOVERNMENTJOBS.COM, INC.	INV - 135842	07/01/2025	PD-POWERTIME SUBSCRIPTI...	156688	2,822.25
BARRY SLATER INC	INV - 303	07/01/2025	CUSTOM REP'D PAGE FOR SUI...	156683	19,000.00
VERSATERM PUBLIC SAFETY U...	INV41-01322	07/01/2025	PD-BLUE TEAM NEXT GEN & I...	156694	2,454.66
LEXIPOL LLC	INVCOR11252932	07/01/2025	FIRE-CORDICO FIREFIGHTER ...	156690	1,999.00
LEXIPOL LLC	INVCOR11253917	07/01/2025	PD-CORDICO LAW ENFORCE ...	156690	3,999.00
WESTAMERICA BANK	DM0001280	07/02/2025	RECREATION CREDIT CARD C...	DFT0001305	40.28
CLOVER	DM0001281	07/02/2025	E-CLOVER CREDIT CARD FEES	DFT0001306	166.59
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	185,183.65
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	158.00
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	107.44
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	12.64
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	94.80
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	399.74
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	197.50
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	490.41
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	316.00
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	158.00
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	632.00
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	316.00
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	15.80
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	173.80
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	86.90
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	14.22
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	31.60
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	12.64
CAL PERS RETIREMENT SYSTEM	DM0001283	07/02/2025	CAL PERS 1959 SURVIVOR BE...	DFT0001308	1,664.60
CAL PERS RETIREMENT SYSTEM	DM0001284	07/02/2025	PAYROLL CONTRIBUTION 6/27...	DFT0001309	107,502.87
INTERNAL REVENUE SERVICE	DM0001285	07/02/2025	FOR PAYROLL 6/30/25	DFT0001310	7.38
INTERNAL REVENUE SERVICE	DM0001285	07/02/2025	FOR PAYROLL 6/30/25	DFT0001310	100.00
Paymentech LLC	DM0001286	07/02/2025	E-PAYMENTECH FEES FOR JA...	DFT0001311	19,121.42
CAL PERS RETIREMENT SYSTEM	DM0001275	07/03/2025	PAYROLL CONTRIBUTION 6/30...	DFT0001300	69.96
AMERICAN FIDELITY ADMIN S...	DM0001276	07/03/2025	CONTRIBUTIONS JUN 2025	DFT0001301	1,393.32
BUSINESS LICENSE BANK FEES	DM0001277	07/07/2025	E-AMERICAN EXPRESS FEES	DFT0001302	263.04
AMERICAN FIDELITY ADMIN S...	DM0001278	07/07/2025	PREMIUM JUN 2025	DFT0001303	6,762.84
MUTUAL OF OMAHA	DM0001279	07/07/2025	PREMIUM FOR JUN 2025	DFT0001304	1,735.15
MUTUAL OF OMAHA	DM0001279	07/07/2025	PREMIUM FOR JUN 2025	DFT0001304	13,546.00
MUTUAL OF OMAHA	DM0001279	07/07/2025	PREMIUM FOR JUN 2025	DFT0001304	3,801.00
CITY OF SUISUN CITY	0625 CH/PD	06/30/2025	UB CITY HALL/PD 4/15/25-6/1...	156766	272.76

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
CITY OF SUISUN CITY	0625 CH/PD	06/30/2025	UB CITY HALL/PD 4/15/25-6/1...	156766	272.75
CITY OF SUISUN CITY	0625 FIRE	06/30/2025	UB FIRE DEPT 4/15/25-6/15/25	156766	212.97
CITY OF SUISUN CITY	0625 HALL	06/30/2025	UB HALL PARK/BIKE TRAILS 4/...	156766	3,162.77
CITY OF SUISUN CITY	0625 LIBRARY	06/30/2025	UB LIBRARY 4/15/25-6/15/25	156766	940.83
CITY OF SUISUN CITY	0625 REC	06/30/2025	UB REC CTR 4/15/25-6/15/25	156766	420.33
INTUIT-SUISUN CITY FIRE DEP...	DM0001274	07/08/2025	E-FIRE INSPECTION BANK FEES	DFT0001299	32.01
RON NICOLAS	0043290	07/10/2025	REC-DAMAGE DEPOSIT RETU...	156787	433.00
COMCAST	061625	07/10/2025	PD-CABLE SVC 6/21/25-7/20/...	156775	68.62
COMCAST	061625	07/10/2025	CITY HALL-CABLE SVC 6/21/25...	156773	202.12
CULLIGAN OF SACRAMENTO	2363604	07/10/2025	PD-WATER SERVICE JULY 2025	156776	98.90
BERT WILLIAMS & SONS INC	2512321	07/10/2025	FIRE-DSL EXH FLU & HOSE CL...	156770	142.46
CODE THREE FIRE & SAFETY	25801	07/10/2025	PD-FIRE EXTINGUISHER SVC-P...	156772	466.00
RIGHT WAY GARAGE DOORS I...	361632753	07/10/2025	FIRE-GARAGE DOOR REPAIR (...	156786	1,649.34
J.J.R. ENTERPRISES, INC	4409151	07/10/2025	BLDG-PLOTTER REPAIR	156780	230.00
BBP ADMIN	458215	07/10/2025	HR-COBRA ADMIN SVCS JULY ...	156769	71.50
IN HOUSE LEASING, INCORPO	4949	07/10/2025	FIRE-COPIER USAGE JULY 2025	156779	270.94
IN HOUSE LEASING, INCORPO	4952	07/10/2025	COPIER LEASE-VARIOUS DEPTS..	156779	1,619.74
IN HOUSE LEASING, INCORPO	4952	07/10/2025	COPIER LEASE-VARIOUS DEPTS..	156779	150.34
IN HOUSE LEASING, INCORPO	4952	07/10/2025	COPIER LEASE-VARIOUS DEPTS..	156779	1,263.73
IN HOUSE LEASING, INCORPO	4952	07/10/2025	COPIER LEASE-VARIOUS DEPTS..	156779	216.60
IN HOUSE LEASING, INCORPO	4952	07/10/2025	COPIER LEASE-VARIOUS DEPTS..	156779	371.21
NAPA-SOLANO SANE/SART	7289	07/10/2025	PD-CHILD SEXUAL ASSAULT E...	754	2,300.00
LN CURTIS & SONS	966036	07/10/2025	FIRE-WILDLAND HELMET	156782	94.94
BAUER COMPRESSORS,INC	0000337034	06/30/2025	FIRE-MICRO BLAZE PPE DECON..	156798	414.68
CORBIN WILLITS SYSTEM INC	000C506151	06/30/2025	ENHANCEMENT & SERVICE	156801	835.72
CORBIN WILLITS SYSTEM INC	000C506151	06/30/2025	ENHANCEMENT & SERVICE	156801	835.71
5 STAR DETAIL & WASH INC.	063025	06/30/2025	PD-JUNE CAR WASHES	156792	47.98
DWAYNE O. KYTE	1126	06/30/2025	PD-ADMINISTRATIVE HEARING..	156803	75.00
TRIPEPI SMITH AND ASSOCIAT...	15081	06/30/2025	ADMIN-SOCIAL MEDIA PROJE...	156833	6,303.75
AMAZON CAPITAL SERVICES	1F79-HFQ7-MTPY	06/30/2025	PWE-FAN FOR LOZANO'S OFFI...	755	76.38
AMAZON CAPITAL SERVICES	1pgx-cwpt-vh7p	06/30/2025	pw-calendar	755	20.72
AMAZON CAPITAL SERVICES	1R9M-MW1X-RRG9	06/30/2025	PWE-KEYBOARD STICKERS	755	5.88
AMAZON CAPITAL SERVICES	1RWL-L91X-LXC6	06/30/2025	BLDG/PW-FOIL, STORAGE BA...	755	37.07
AMAZON CAPITAL SERVICES	1TGD-VM6Q-JNXK	06/30/2025	BLDG-DISH DRYING MATS, BO...	755	49.46
AMAZON CAPITAL SERVICES	1W9Y-6FRW-DVJH	06/30/2025	PD-WEAPON SUPPLIES	755	480.55
CITY OF FAIRFIELD	2025-05	06/30/2025	FIRE-TRAINING TOWER USE F...	156800	1,540.00
WALKUP INVESTIGATIONS	2025-10	06/30/2025	PD-BACKGROUND CHECK-B C...	156835	2,000.00
NARC DESTROYER, LLC	22954	06/30/2025	PD-NARCOTICS DESTRUCTION...	156823	2,940.00
AT&T	23722582	06/30/2025	707-438-2520	156797	31.58
AT&T	23722583	06/30/2025	707-438-7531	156797	30.02
SOLANO COUNTY SHERIFF'S O...	25 A0015	06/30/2025	PD-JAIL ACCESS FEE FOR FY24...	156826	2,361.29
WADE ASSOCIATES	25-005	06/30/2025	PLANNING SVCS-HWY 12 LOGI...	156834	3,802.50
ANDREW HEATH	25-04	06/30/2025	FINANCE CONSULTING SVCS 6...	156795	2,275.00
SUREFIRE, LLC	2713530	06/30/2025	PD-FIREARM LIGHTS	156830	2,162.34
ASSOCIATED SERVICES CO	325061055	06/30/2025	PD-KITCHEN SUPPLIES	156796	629.70
AAA VINTAGE GASSES, INC.	328802	06/30/2025	FIRE-OXYGEN COMPRESSED &...	156793	55.00
AAA VINTAGE GASSES, INC.	329003	06/30/2025	FIRE-OXYGEN COMPRESSED &...	156793	55.00
MCKENZIE HARDWARE/2	363916	06/30/2025	BLDG-SUPPLIES FOR FLAG POL...	156819	36.81
MCKENZIE HARDWARE/2	363922	06/30/2025	STA-SWITCH ROCKER	156819	17.45
MCKENZIE HARDWARE/2	363924	06/30/2025	STA-RETURN SWITCH SUPPLIES	156819	-9.83
MCKENZIE HARDWARE/2	363938	06/30/2025	BLDG-CAM LOCK	156819	8.28
MCKENZIE HARDWARE-2	363952	06/30/2025	FIRE-CABLETIES	156820	17.45
MCKENZIE HARDWARE-2	363958	06/30/2025	FIRE-GASKET & TAPE	156820	32.27
MCKENZIE HARDWARE	363976	06/30/2025	REC-MISC TOOLS	156818	13.73
MCKENZIE HARDWARE-PD	363987	06/30/2025	PD-KEYS & KEY RINGS	156822	46.86
MCKENZIE HARDWARE	363991	06/30/2025	REC-MISC HARDWARE	156818	27.75
MCKENZIE HARDWARE	364015	06/30/2025	REC-KEYS	156818	49.01
MCKENZIE HARDWARE/2	364016	06/30/2025	BLDG-ROACH MOTEL	156819	7.19
MCKENZIE HARDWARE-2	364030	06/30/2025	FIRE-STATION & CLEANING SU...	156820	76.51
MCKENZIE HARDWARE/2	364031	06/30/2025	BLDG-CHAINS	156819	52.31

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
MCKENZIE HARDWARE-2	364056	06/30/2025	FIRE-CARABNER	156820	6.10
MCKENZIE HARDWARE-2	364065	06/30/2025	FIRE-FUEL CAN REPLACEMENT...	156820	22.46
MCKENZIE HARDWARE-2	364069	06/30/2025	FIRE-CLEANING SUPPLIES	156820	52.33
MCKENZIE HARDWARE	364070	06/30/2025	REC-BATTERIES, ETC	156818	36.34
MCKENZIE HARDWARE/2	364079	06/30/2025	BLDG-POPLAR	156819	16.36
MCKENZIE HARDWARE	364086	06/30/2025	REC-SCHLAGE KEYS	156818	43.15
HUNTERS SERVICES INC.	372732	06/30/2025	CITY HALL-SERVICE	156809	45.00
HUNTERS SERVICES INC.	372733	06/30/2025	PD-SERVICE	156809	30.00
HUNTERS SERVICES INC.	372734	06/30/2025	NELSON CTR-SERVICE	156809	55.00
HUNTERS SERVICES INC.	372735	06/30/2025	CORP YARD-SERVICE	156809	65.00
HUNTERS SERVICES INC.	372736	06/30/2025	MARINA OFFICE-SERVICE	156809	30.00
HUNTERS SERVICES INC.	372738	06/30/2025	BURDICK CTR-SERVICE	156809	30.00
HUNTERS SERVICES INC.	372742	06/30/2025	720 MAIN ST (HARBOR THEAT...	156809	65.00
HUNTERS SERVICES INC.	372745	06/30/2025	SENIOR CTR-SERVICE	156809	30.00
HUNTERS SERVICES INC.	372762	06/30/2025	FIRE-SERVICE	156809	60.00
HUNTERS SERVICES INC.	373466	06/30/2025	CITY HALL-RODENT CONTROL	156809	100.00
HUNTERS SERVICES INC.	373482	06/30/2025	MARINA OFFICE-RODENT CO...	156809	100.00
HUNTERS SERVICES INC.	373945	06/30/2025	PD EVIDENCE BLDG-SERVICE	156809	30.00
NEW LOOK POWER WASH	5622	06/30/2025	PW-PRESSURE WASH TRASH ...	156824	638.00
NEW LOOK POWER WASH	5791	06/30/2025	PW-PRESSURE WASH TRASH ...	156824	638.00
LN CURTIS & SONS	964057	06/30/2025	FIRE-UNIFORM SHIRT & PANTS	156816	1,207.39
LN CURTIS & SONS	964182	06/30/2025	FIRE-PANTS	156816	491.63
CLOVER	DM0001293	07/11/2025	E-CLOVER APP FEE	DFT0001318	84.95
INTERNAL REVENUE SERVICE	DM0001294	07/11/2025	FOR PAYROLL 7/11/25	DFT0001319	16,943.62
INTERNAL REVENUE SERVICE	DM0001294	07/11/2025	FOR PAYROLL 7/11/25	DFT0001319	64,578.67
SCMPEA	DM0001295	07/11/2025	PAYROLL CONTRIBUTION 7/11...	DFT0001320	192.00
INTERNATIONAL ASSOCATION...	DM0001297	07/11/2025	PAYROLL CONTRIBUTION 7/11...	DFT0001322	1,200.03
MISSION SQUARE	DM0001298	07/11/2025	PAYROLL CONTRIBUTIONS 7/1...	DFT0001323	1,492.00
PARS	DM0001299	07/11/2025	PAYROLL CONTRIBUTION 7/11...	DFT0001324	1,749.90
MISSION SQUARE	DM0001300	07/11/2025	PAYROLL CONTRIBUTIONS/LO...	DFT0001325	29,084.88
CHILD SUPPORT SERVICES	DM0001308	07/11/2025	PAYROLL 7/11/25 CHILD SUP...	DFT0001333	1,516.15
HCI SYSTEMS, INC.	I0119654	06/30/2025	CITY HALL/PD-TEMP LEAK FIX ...	156807	1,079.00
PARS	DM0001296	07/15/2025	PARS ADMIN FEE JUL 2025 FO...	DFT0001321	487.59
SEIU UNION	DM0001289	07/16/2025	PERGAMIT RETRO 7/16/25	DFT0001314	5.71
FRANCHISE TAX BOARD	DM0001290	07/16/2025	PERGAMIT AND SELBY RETRO ...	DFT0001315	6.97
FRANCHISE TAX BOARD	DM0001290	07/16/2025	PERGAMIT AND SELBY RETRO ...	DFT0001315	6.85
CAL PERS RETIREMENT SYSTEM	DM0001291	07/16/2025	PERGAMIT AND SELBY RETRO ...	DFT0001316	324.04
SEIU UNION	DM0001301	07/16/2025	PAYROLL CONTRIBUTION 6/27...	DFT0001326	10.21
CAL PERS RETIREMENT SYSTEM	DM0001302	07/16/2025	PAYROLL CONTRIBUTION 7/11...	DFT0001327	109,574.97
SCPFA	DM0001303	07/16/2025	PAYROLL CONTRIBUTION 7/11...	DFT0001328	119.99
SCPFA	DM0001304	07/16/2025	CONAMA POA DUES FOR JUN ...	DFT0001329	130.00
SCPOA	DM0001305	07/16/2025	PAYROLL CONTRIBUTION 7/11...	DFT0001330	1,650.00
SEIU UNION	DM0001306	07/16/2025	PAYROLL CONTRIBUTION 7/11...	DFT0001331	700.60
FRANCHISE TAX BOARD	DM0001307	07/16/2025	FOR PAYROLL 7/11/25	DFT0001332	25,948.05
FRANCHISE TAX BOARD	DM0001307	07/16/2025	FOR PAYROLL 7/11/25	DFT0001332	4,688.81
INTERNAL REVENUE SERVICE	DM0001309	07/16/2025	PERGAMIT AND SELBY RETRO ...	DFT0001334	41.30
INTERNAL REVENUE SERVICE	DM0001309	07/16/2025	PERGAMIT AND SELBY RETRO ...	DFT0001334	15.96
AARON LEMING	061725	06/30/2025	FIRE-REIMBURSE FOR EMT RE...	156868	127.00
LN CURTIS & SONS	1007499	06/30/2025	PD-LAUNCHER CARRY SYSTEM...	156883	1,271.02
REPUBLIC SERVICES #846	112613216	06/30/2025	GARBAGE & RECYCLING SVCS-...	156887	299.14
AMAZON CAPITAL SERVICES	11CT-XQVW-KMPL	06/30/2025	REC-MISC SUPPLIES	759	538.77
THE UPS STORE #5284	13444	06/30/2025	DEV SVC-LIVESCAN-R MORRIS	156894	35.00
THE UPS STORE #5284	13570	06/30/2025	REC-LIVESCAN-S KING	156894	35.00
THE UPS STORE #5284	13571	06/30/2025	REC-LIVESCAN-W NICKSON	156894	35.00
THE UPS STORE #5284	13602	06/30/2025	REC-LIVESCAN-M NAVARRO	156894	35.00
THE UPS STORE #5284	14035	06/30/2025	REC-LIVESCAN-R ALLEN	156894	35.00
THE UPS STORE #5284	14036	06/30/2025	REC-LIVESCAN-R ALLEN	156894	35.00
THE UPS STORE #5284	14085	06/30/2025	DEV SVC-LIVESCAN-R CAPERT...	156894	35.00
OPTIMIZED INVESTMENT PAR...	1411	06/30/2025	INVESTMENT ADVISORY SVCS ...	761	3,318.60
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.98

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TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.98
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	147.92
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	73.96
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	147.92
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	221.87
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.98
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	147.92
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	295.83
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	409.64
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	73.96
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.98
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	147.92
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.98
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.97
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.97
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.97
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	377.69
AMAZON CAPITAL SERVICES	1D71-L1YT-MCRK	06/30/2025	REC-DISPOSABLE CUPS, SENIO...	759	32.72
AMAZON CAPITAL SERVICES	1J7L-6DWQ-VGKK	06/30/2025	REC-MISC SUPPLIES, YOUTH C...	759	1,456.83
AMAZON CAPITAL SERVICES	1P1L-T7QX-KRT9	06/30/2025	REC-MISC SUPPLIES, DAN O R...	759	46.65
AMAZON CAPITAL SERVICES	1RNK-4QF6-N3XM	06/30/2025	REC-MARKERS & POWER STRI...	759	15.88
AMAZON CAPITAL SERVICES	1T7M-339J-DPCL	06/30/2025	PD-WEAPON MAINTENANCE ...	759	64.35
AMAZON CAPITAL SERVICES	1YTQ-WNMT-NNLC	06/30/2025	REC-GAMES, STICKERS, ETC-P...	759	62.01
AMAZON CAPITAL SERVICES	1YTQ-WNMT-P3X1	06/30/2025	REC-PAPER, PENS, GLUE, ETC	759	309.05
AMAZON CAPITAL SERVICES	1YTQ-WNMT-Q9XR	06/30/2025	REC-STICKERS, PRESCHOOL P...	759	8.72
WEST COAST CODE CONSULT...	225-06-011-01	06/30/2025	PLAN REVIEWS	156897	2,832.50
WEST COAST CODE CONSULT...	225-06-011-02	06/30/2025	BUILDING INSPECTIONS	156897	12,358.71
WEST COAST CODE CONSULT...	225-06-011-04	06/30/2025	IN HOUSE PLAN REVIEWS	156897	1,870.00
AT&T	23636754	06/30/2025	707-421-7200	156870	125.61
AT&T	23736673	06/30/2025	234-344-8157	156870	155.40
AT&T	23736686	06/30/2025	436-951-2254	156870	238.61
AT&T	23736751	06/30/2025	707-399-6987	156870	428.49
AT&T	23736753	06/30/2025	707-421-6622	156870	235.46
AT&T	23736757	06/30/2025	707-421-7300	156870	51.43
AT&T	23736759	06/30/2025	707-421-7310	156870	61.97
AT&T	23736761	06/30/2025	707-421-7320	156870	108.85
AT&T	237367755	06/30/2025	707-421-7203	156870	54.34
COMCAST	244424743	06/30/2025	ETHERNET SVC THROUGH 6/3...	156874	789.21
AAA VINTAGE GASSES, INC.	329163	06/30/2025	FIRE-OXYGEN COMPRESSED &...	156867	55.00
OFFICE DEPOT	35926742	06/30/2025	COPY PAPER	156885	1,074.66
MCKENZIE HARDWARE-PD	363819	06/30/2025	PD-KEYS	156884	14.38
MCKENZIE HARDWARE-PD	363832	06/30/2025	PD-TOOLBOX	156884	98.18
HUNTERS SERVICES INC.	375024	06/30/2025	CITY HALL-SERVICE	156879	45.00
HUNTERS SERVICES INC.	375025	06/30/2025	PD-SERVICE	156879	30.00
HUNTERS SERVICES INC.	375026	06/30/2025	COMMUNITY CTR-SERVICE	156879	55.00
HUNTERS SERVICES INC.	375028	06/30/2025	MARINA OFFICE-SERVICE	156879	30.00
HUNTERS SERVICES INC.	375030	06/30/2025	BURDICK CTR-SERVICE	156879	30.00
HUNTERS SERVICES INC.	375035	06/30/2025	720 MAIN ST-SERVICE (HARB...	156879	65.00
HUNTERS SERVICES INC.	375037	06/30/2025	SENIOR CTR-SERVICE	156879	30.00
HUNTERS SERVICES INC.	375057	06/30/2025	FIRE DEPT-SERVICE	156879	60.00
HUNTERS SERVICES INC.	375713	06/30/2025	CITY HALL-RODENT CONTROL	156879	100.00
HUNTERS SERVICES INC.	375729	06/30/2025	MARINA OFFICE-RODENT CO...	156879	100.00
SCOTT'S PPE RECON INC	40224	06/30/2025	FIRE-PUT NAME ON BACK OF ...	156888	160.32
J.J.R. ENTERPRISES, INC	4414897-CAL	06/30/2025	PRINTER USAGE-VARIOUS DE...	156880	16.91
J.J.R. ENTERPRISES, INC	4414897-CAL	06/30/2025	PRINTER USAGE-VARIOUS DE...	156880	9.45
J.J.R. ENTERPRISES, INC	4414897-CAL	06/30/2025	PRINTER USAGE-VARIOUS DE...	156880	5.80
J.J.R. ENTERPRISES, INC	4414897-CAL	06/30/2025	PRINTER USAGE-VARIOUS DE...	156880	9.33
J.J.R. ENTERPRISES, INC	4415901-CAL	06/30/2025	COPIER USAGE-VARIOUS DEP...	156880	1,318.85
J.J.R. ENTERPRISES, INC	4415901-CAL	06/30/2025	COPIER USAGE-VARIOUS DEP...	156880	203.09
J.J.R. ENTERPRISES, INC	4415901-CAL	06/30/2025	COPIER USAGE-VARIOUS DEP...	156880	52.20

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
J.J.R. ENTERPRISES, INC	4415901-CAL	06/30/2025	COPIER USAGE-VARIOUS DEP...	156880	274.15
SUPERIOR BUILDING SERVICE	46862	06/30/2025	MONTHLY JANITORIAL SVCS-...	156892	7,390.00
ASSISTANCE PLUS	52899	06/30/2025	UB-PROCESS WATER STATEM...	156869	283.17
KRISCH & COMPANY, AN ACC...	57189	06/30/2025	GOVERNMENT ADVISORY SVC...	156881	39,258.97
WESTAMERICA BANK	DM0001292	07/17/2025	WAB ANALYSIS FEES	DFT0001317	4,859.27
CITY OF RIO VISTA	RV JUL 24-JUN 25	06/30/2025	PD-PKG CITATION REIMBURSE...	156873	2,012.50
SOLANO COUNTY SHERIFFS	SC JUL 24-JUN 25	06/30/2025	PD-PKG CITATION REIMBURSE...	156890	684.75
SOLANO COUNTY PARKS DEPT	SP JUL 24-JUN 25	06/30/2025	PD-PKG CITATION REIMBURSE...	156889	3,636.75
AHI IOANE	0037804	07/18/2025	REC-DAMAGE DEPOSIT RETU...	156837	434.00
ELAINE VERANO	0043920	07/18/2025	REC-DAMAGE DEPOSIT RETU...	156852	217.00
NICHOLE RIVERA	0046144	07/18/2025	REC-DAMAGE DEPOSIT & TRA...	156860	434.00
NICHOLE RIVERA	0046144	07/18/2025	REC-DAMAGE DEPOSIT & TRA...	156860	30.00
REPUBLIC SERVICES #846	063025	07/18/2025	CITY O/H SERVICE FEES DISBU...	156863	210.00
REPUBLIC SERVICES #846	063025-2	07/18/2025	CITY O/H SERVICE FEES DISBU...	156863	-210.00
JUDY GAMET	070925	07/18/2025	REC-INSTRUCTOR PAYMENT 6...	758	1,058.00
MARVIN MORA	071425	07/18/2025	REC-REIMBURSE FOR TRACTO...	156859	3,232.49
BRADY INDUSTRIES	10319075	07/18/2025	BLDG-CLEANING SUPPLIES	156843	546.51
REPUBLIC SERVICES #846	112613523	07/18/2025	GARBAGE SVCS-718 MAIN ST	156863	5,484.58
HORIZON	1X328159	07/18/2025	PW-CONTROLLER FOR SPORTS...	156854	1,479.38
AMAZON CAPITAL SERVICES	1X9Q-X1KQ-9T9Q	07/18/2025	PD-AIR FRYER & LINERS	757	56.72
MARK GRAHAM	25-44	07/18/2025	PD-POLYGRAPH-TRAN	156858	350.00
VESTIS GROUP INC	50660904904	07/18/2025	PD-MAT SERVICE FROM ARA...	156866	134.94
JC NELSON SUPPLY CO	793619.1	07/18/2025	FIRE-SPONGES & FOIL	156856	87.71
PARTNERS PERSONNEL MAN...	800066805	07/18/2025	BLDG-TEMP WORKER WEEK E...	156862	942.50
BOUND TREE MEDICAL LLC.	85832088	07/18/2025	FIRE-MEDICAL SUPPLIES	156842	383.57
BOUND TREE MEDICAL LLC.	85836332	07/18/2025	FIRE-MEDICAL SUPPLIES	156842	1,833.19
ENTERPRISE FLEET MANAGE...	DM0001312	07/21/2025	ENTERPRISE LEASES - PD/INV ...	DFT0001337	18.00
ENTERPRISE FLEET MANAGE...	DM0001312	07/21/2025	ENTERPRISE LEASES - PD/INV ...	DFT0001337	68.75
ENTERPRISE FLEET MANAGE...	DM0001313	07/21/2025	E-ENTERPRISE LEASES - CITY/I...	DFT0001338	17.25
ENTERPRISE FLEET MANAGE...	DM0001313	07/21/2025	E-ENTERPRISE LEASES - CITY/I...	DFT0001338	1,081.50
US BANK	062324545	06/23/2025	PENLAND-PSHRA SF/BAY AREA..	763	100.00
US BANK	06232504	06/23/2025	ROBERTS-MAILCHIMP-FINAN...	763	52.00
US BANK	06232507	06/23/2025	LUNA-JUDYSAPPS-10 KEY APP ...	763	19.95
US BANK	06232508	06/23/2025	CARLOCK-CHEVRON-FUEL	763	83.22
US BANK	062325100	06/23/2025	LAZARO-WALMART-OFFICE S...	763	57.97
US BANK	062325101	06/23/2025	PREBULA-LYFT-CITY TRAVEL	763	20.59
US BANK	062325102	06/23/2025	PREBULA-CAST IRON-LUNCH ...	763	80.53
US BANK	062325103	06/23/2025	PREBULA-UBER-CITY TRAVEL	763	7.09
US BANK	062325104	06/23/2025	PREBULA-LYFT-CITY TRAVEL	763	12.79
US BANK	062325105	06/23/2025	PREBULA-SOUTHWEST-FLIGHT..	763	1,056.97
US BANK	062325106	06/23/2025	SHING-CHUN-SAFARILAND-H...	763	510.71
US BANK	062325107	06/23/2025	SHING-CHUN-5.11-UNIFORM	763	203.28
US BANK	062325108	06/23/2025	SHING-CHUN-GALLS-UNIFORM	763	43.81
US BANK	062325112	06/23/2025	NASH-RALEYS-CHIPS & DRINKS..	763	85.19
US BANK	062325113	06/23/2025	NASH-LEVAIN-FOOD, CITY M...	763	289.76
US BANK	062325114	06/23/2025	NASH-LOS ALTOS-COUNCIL M...	763	292.45
US BANK	062325115	06/23/2025	NASH-MOUNTAIN MIKES-CO...	763	291.16
US BANK	062325116	06/23/2025	NASH-VISTA PRINT-STATE OF ...	763	152.05
US BANK	062325117	06/23/2025	NASH-VISTA PRINT-STATE OF ...	763	152.05
US BANK	062325118	06/23/2025	NASH-AMAZON-STATE OF THE...	763	92.42
US BANK	062325119	06/23/2025	NASH-CALCITIES-CONFERENCE..	763	675.00
US BANK	062325120	06/23/2025	NASH-LEVAIN-COUNCIL MEAL	763	343.13
US BANK	062325121	06/23/2025	NASH-LEVAIN-COUNCIL MEAL	763	16.19
US BANK	062325122	06/23/2025	NASH-AMAZON-STATE OF THE...	763	294.22
US BANK	062325123	06/23/2025	NASH-AMAZON-STATE OF THE...	763	11.95
US BANK	062325131	06/23/2025	ALEXANDER-ARROWHEAD FO...	763	96.80
US BANK	062325135	06/23/2025	ALEXANDER-MADD-AWARD/R...	763	432.00
US BANK	062325137	06/23/2025	ALEXANDER-WALMART-APPLE...	763	81.83
US BANK	062325139	06/23/2025	MALALUAN-SUNSET DONUTS-...	763	17.75
US BANK	062325140	06/23/2025	WHITE-ZIP THRU-CAR WASH	763	20.00

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
US BANK	062325141	06/23/2025	WHITE-CACEO-CONFERENCE ...	763	695.00
US BANK	062325142	06/23/2025	WHITE-ZIP THRU-CAR WASH	763	20.00
US BANK	062325143	06/23/2025	WHITE-WENCE EATERY-MEAL ...	763	61.68
US BANK	062325144	06/23/2025	WHITE-ZIP THRU-CAR WASH	763	20.00
US BANK	062325147	06/23/2025	POCK-RALEYS-WATER & SNAC...	763	69.46
US BANK	062325148	06/23/2025	POCK-RALEYS-WATER, VARIO...	763	49.38
US BANK	062325149	06/23/2025	POCK-DOLLAR TREE-SUPPLIES ...	763	32.84
US BANK	062325150	06/23/2025	HEALY-OPENAI-CHATGPT	763	20.00
US BANK	062325151	06/23/2025	HEALY-E REPUBLIC-GOCAI CO...	763	250.00
US BANK	062325152	06/23/2025	HEALY-VISTAPRINT-POSTERS	763	34.90
US BANK	062325153	06/23/2025	HEALY-FASTRAK-PRE PAID BRI...	763	70.00
US BANK	062325154	06/23/2025	HEALY-OPENAI-CHATGPT	763	20.00
US BANK	062325155	06/23/2025	ZUNINO-ASANA-RENEWAL	763	263.76
US BANK	062325156	06/23/2025	ZUNINO-MUERTOS-COFFEE F...	763	137.00
US BANK	062325157	06/23/2025	GELUZ-SP KANOPI-CEILING TIL...	763	1,178.51
US BANK	062325164	06/23/2025	KENT-ARROWHEAD-DNA STER...	763	106.39
US BANK	062325167	06/23/2025	KENT-EVIDENT-EVIDENCE AR...	763	376.00
US BANK	062325168	06/23/2025	KENT-EVIDENT-SHIPPING CHA...	763	72.11
US BANK	062325171	06/23/2025	KENT-ARROWHEAD-STERILE ...	763	181.79
US BANK	062325172	06/23/2025	DANNER-TANK & BARREL-FUE...	763	119.76
US BANK	062325173	06/23/2025	RENUCCI-EMPIRE EXT-FIRE EX...	763	446.76
US BANK	062325174	06/23/2025	RENUCCI-EMPIRE EXT-REFUND..	763	-220.46
US BANK	062325175	06/23/2025	RENUCCI-LOWES-LUMBER, U...	763	65.49
US BANK	062325176	06/23/2025	RENUCCI-IDENTI FIRE-SCBA M...	763	36.75
US BANK	062325177	06/23/2025	RENUCCI-UPS-RETURN WATER..	763	23.28
US BANK	062325178	06/23/2025	KEARNS-PARCELQUEST-SUBS...	763	199.95
US BANK	06232518	06/23/2025	DOWNEY-EVERON-ALARM, L...	763	79.91
US BANK	062325181	06/23/2025	MCHENRY-WALMART-AFTER ...	763	82.05
US BANK	06232519	06/23/2025	DOWNEY-EVERON-ALARM, L...	763	79.91
US BANK	06232520	06/23/2025	DOWNEY-LITTLE CAESARS-END..	763	139.85
US BANK	06232521	06/23/2025	DOWNEY-SAMS CLUB-END OF...	763	61.98
US BANK	06232522	06/23/2025	DOWNEY-WALMART-END OF ...	763	31.45
US BANK	06232523	06/23/2025	DOWNEY-JC NELSON-CLEANI...	763	697.57
US BANK	06232524	06/23/2025	DOWNEY-SAMS CLUB-END OF...	763	109.78
US BANK	06232529	06/23/2025	NERI-PRESERVE-MEAL, TRAIN...	763	28.98
US BANK	06232530	06/23/2025	NERI-HOTEL ONE-LODGING, T...	763	495.80
US BANK	06232531	06/23/2025	NERI-SOUTHWEST-FLIGHT, TR...	763	36.20
US BANK	06232532	06/23/2025	NERI-SOUTHWEST-FLIGHT, TR...	763	195.96
US BANK	06232533	06/23/2025	NERI-HANA JAPANESE-LUNCH,...	763	16.20
US BANK	06232534	06/23/2025	NERI-HANA JAPANESE-LUNCH,...	763	16.21
US BANK	06232535	06/23/2025	BRASSFIELD-WALMART-WATE...	763	239.12
US BANK	06232536	06/23/2025	HENDERSON-CITATIONSY-CO...	763	9.99
US BANK	06232537	06/23/2025	HENDERSON-CHATGBT-AI	763	20.00
US BANK	06232538	06/23/2025	HENDERSON-APPLE-CLOUD S...	763	9.99
US BANK	06232539	06/23/2025	HENDERSON-MARIAS TACO-S...	763	48.68
US BANK	06232540	06/23/2025	HENDERSON-APPLE-CLOUD S...	763	9.99
US BANK	06232541	06/23/2025	HENDERSON-GRAMMARLY-AI	763	144.00
US BANK	06232542	06/23/2025	PENLAND-CPS HR-CREDIT FOR...	763	-199.00
US BANK	06232543	06/23/2025	PENLAND-SCROBE-SOFTWARE...	763	708.00
US BANK	06232544	06/23/2025	PENLAND-DROP BOX-SOFTW...	763	119.88
US BANK	06232546	06/23/2025	PENLAND-CPS HR-TRAINING	763	199.00
US BANK	06232547	06/23/2025	PENLAND-CPS HR-TRAINING	763	275.00
US BANK	06232548	06/23/2025	HEINE-LAKE NATOMA INN-HO...	763	401.70
US BANK	06232549	06/23/2025	HEINE-RILEYS SUTTER-MEAL, ...	763	24.39
US BANK	06232550	06/23/2025	COLIN-NORCAL FPO-COURSE ...	763	-140.00
US BANK	06232551	06/23/2025	COLIN-CANVA-SOFTWARE SU...	763	119.99
US BANK	06232552	06/23/2025	LOPEZ-SS UNIFORMS-ALTERAT..	763	75.00
US BANK	06232553	06/23/2025	MARTIN-ELITE COMMAND-TR...	763	470.00
US BANK	06232554	06/23/2025	ESPARZA-EMS-PARAMEDIC RE...	763	250.00
US BANK	06232555	06/23/2025	ESPARZA-FN SIMPLE-MICHELL...	763	125.68

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
US BANK	06232557	06/23/2025	VASQUEZ-UPS-SHIPPING, MOL…	763	38.26
US BANK	06232558	06/23/2025	VASQUEZ-LEVAIN-WORK MTG…	763	64.37
US BANK	06232559	06/23/2025	VASQUEZ-LEVAIN-LUNCH, RP…	763	112.10
US BANK	06232561	06/23/2025	PANTOJA-YOUTUBE TV-LAMB…	763	101.97
US BANK	06232562	06/23/2025	PANTOJA-SAMS CLUB-SUPPLI…	763	992.32
US BANK	06232563	06/23/2025	PANTOJA-SAMS CLUB-SUPPLI…	763	129.36
US BANK	06232564	06/23/2025	PANTOJA-SMART & FINAL-SU…	763	712.31
US BANK	06232565	06/23/2025	PANTOJA-ZOOM-MEETING SE…	763	65.99
US BANK	06232566	06/23/2025	PANTOJA-SAMS CLUB-SUPPLI…	763	603.06
US BANK	06232567	06/23/2025	PANTOJA-SMART & FINAL-SU…	763	528.17
US BANK	06232568	06/23/2025	PANTOJA-SMART & FINAL-SU…	763	416.87
US BANK	06232569	06/23/2025	PANTOJA-SAMS CLUB-SUPPLI…	763	554.74
US BANK	06232570	06/23/2025	SINGLEY-SAMS CLUB-SUPPLIES..	763	128.18
US BANK	06232571	06/23/2025	SINGLEY-MAMA LAINES-DINN…	763	700.00
US BANK	06232572	06/23/2025	SINGLEY-RALEYS-DRINKS, DIN…	763	10.22
US BANK	06232573	06/23/2025	SINGLEY-GLENN SNYDER-DJ, D…	763	370.00
US BANK	06232574	06/23/2025	SINGLEY-RALEYS-COFFEE & TE…	763	32.95
US BANK	06232575	06/23/2025	SINGLEY-CPRS-CONFERENCE R…	763	515.00
US BANK	06232576	06/23/2025	SINGLEY-RALEYS-PRIZES FOR B…	763	11.99
US BANK	06232577	06/23/2025	SINGLEY-UCD AIMS PKG-PARK…	763	17.00
US BANK	06232578	06/23/2025	SINGLEY-UCD AIMS PKG-PARK…	763	17.00
US BANK	06232583	06/23/2025	HERNANDEZ-CALCITIES-2025 …	763	675.00
US BANK	06232584	06/23/2025	HERNANDEZ-SOUTHWEST-FLI…	763	247.95
US BANK	06232585	06/23/2025	HERNANDEZ-SOUTHWEST-EA…	763	36.20
US BANK	06232586	06/30/2025	HERNANDEZ-SOLANO ECO DE…	763	78.75
US BANK	06232587	06/23/2025	HERNANDEZ-ACE PKG-PARKN…	763	25.00
US BANK	06232588	06/23/2025	WASHINGTON-CACITIES-CON…	763	675.00
US BANK	06232589	06/23/2025	DUMALAG-DOLLAR TREE-PRE …	763	5.46
US BANK	06232590	06/23/2025	DUMALAG-WALMART-POPSIC…	763	9.84
US BANK	06232591	06/23/2025	DUMALAG-SAMS CLUB-PRE K …	763	186.36
US BANK	06232592	06/23/2025	DUMALAG-COSTCO-PRE K GR…	763	43.13
US BANK	06232593	06/23/2025	DUMALAG-WALMART-TEACH…	763	17.22
US BANK	06232594	06/23/2025	LAZARO-NAFCO-PARKING ZIP …	763	513.69
US BANK	06232595	06/23/2025	LAZARO-TOWN & COUNTRY-C…	763	719.94
US BANK	06232596	06/23/2025	LAZARO-TOWN & COUNTRY-C…	763	719.94
US BANK	06232597	06/23/2025	LAZARO-TOWN & COUNTRY-C…	763	719.94
US BANK	06232598	06/23/2025	LAZARO-RAMADA INN-CHEM …	763	558.60
US BANK	06232599	06/23/2025	LAZARO-RAMADA NN-CHEM …	763	558.60
SHELDON SECURITY SERVICES …	0000049	06/30/2025	CH/PD-SECURITY NPATROL 6/…	778	6,370.65
TIM PAXIN'S PACIF EXCAVATI…	010825	06/30/2025	PW-REPAIR TRAFFIC SIGNAL L…	156922	24,575.00
PARISE SHEPHERD	062025	06/30/2025	COUNCIL-REIMBURSE UBER E…	156912	92.62
PG&E	07242500	06/30/2025	2073454458-6	156913	298.44
AMAZON CAPITAL SERVICES	11MG-LTPT-KTKJ	06/30/2025	IT/PD/REC-VARIOUS SUPPLIES	776	130.33
AMAZON CAPITAL SERVICES	11MG-LTPT-QJ1M	06/30/2025	FIRE-THROTTLE CABLE, KEY C…	776	120.01
THE UPS STORE #5284	14119	06/30/2025	HR-LIVESCAN-BERBER	156921	35.00
AMAZON CAPITAL SERVICES	16CT-LJDX-QJ1M	06/30/2025	FIRE-NYLON TUBULAR WEBBI…	776	58.04
HI-TECH EVS, INC.	181507	06/30/2025	FIRE-UNISTRUT NUTS	156907	50.97
AMAZON CAPITAL SERVICES	1J7L-6DWQ-TNP1	06/30/2025	FIRE-USB ADAPTOR, POWER …	776	255.81
AMAZON CAPITAL SERVICES	1R9M-MW1X-TC1G	06/30/2025	FIRE-BRASS TAGS	776	14.13
AMAZON CAPITAL SERVICES	1YLP-4FJP-PR6T	06/30/2025	FIRE-WINDSHIELD SUNSHADE	776	65.45
PLANWEST PARTNERS INC.	25-289-02	06/30/2025	PLNG-SUISUN CITY MSR UPDA…	156915	910.00
RICHARDS, WATSON & GERS…	253904	06/30/2025	PROFESSIONAL SVCS-GENERAL	777	14,585.19
RICHARDS, WATSON & GERS…	253905	06/30/2025	PROFESSIONAL SVCS-SUISUN …	777	2,172.50
RICHARDS, WATSON & GERS…	253906	06/30/2025	PROFESSIONAL SVCS-BUZZ OA…	777	275.00
RICHARDS, WATSON & GERS…	253908	06/30/2025	PROFESSIONAL SVCS-ADDTY'L…	777	57,997.50
DAILY REPUBLIC	300153064	06/30/2025	PD-ORDINANCE 820 AMEND…	156902	127.88
DAILY REPUBLIC	300153066	06/30/2025	PD-ORDINANCE 819 ADOPTED	156902	124.00
ASSOCIATED SERVICES CO	325061054	06/30/2025	CITY HALL-COFFEE & LUNCH …	156899	817.99
MCKENZIE HARDWARE-PW	363921	06/30/2025	BLDG-SURG TAP	156909	32.73
MCKENZIE HARDWARE-PW	363934	06/30/2025	PW-CHAIN HITEST, GLUE, ETC	156909	28.32

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
MCKENZIE HARDWARE-PW	364001	06/30/2025	PW-RB GRASS HOOKS	156909	69.82
MCKENZIE HARDWARE-PW	364078	06/30/2025	PW-IRRIGATION PARTS	156909	15.67
MCKENZIE HARDWARE-PW	364087	06/30/2025	PW-COMPRESSION COUPLERS	156909	21.72
TRI-CITY GLASS & MIRROR	7529	06/30/2025	BLDG-COMMUNITY CENTER G...	156923	225.00
SOLANO COUNTY DIST ATTY	79635	06/30/2025	PD-AMERICAN FORENSIC SVCS..	156920	325.10
SHRED-IT	8011264038	06/30/2025	VARIOUS DEPTS-SHRED MATE...	156918	46.31
SHRED-IT	8011264038	06/30/2025	VARIOUS DEPTS-SHRED MATE...	156918	27.79
SHRED-IT	8011264038	06/30/2025	VARIOUS DEPTS-SHRED MATE...	156918	18.52
SHRED-IT	8011264038	06/30/2025	VARIOUS DEPTS-SHRED MATE...	156918	277.84
DEPARTMENT OF JUSTICE	828857	06/30/2025	REC/DEV SVCS/HR-FINGERPRI...	156903	32.00
DEPARTMENT OF JUSTICE	828857	06/30/2025	REC/DEV SVCS/HR-FINGERPRI...	156903	32.00
DEPARTMENT OF JUSTICE	828857	06/30/2025	REC/DEV SVCS/HR-FINGERPRI...	156903	64.00
CALIFORNIA BLDG STANDARDS	QTR1FY2425	06/30/2025	CA BLDG STAND FEES QTR1 FY...	156901	-65.20
CALIFORNIA BLDG STANDARDS	QTR2FY2425	06/30/2025	CA BLDG STANDARDS FEES Q...	156901	-31.90
NOU THAO-XIONG	0042482	07/25/2025	REC-DAMAGE DEPOSIT & REN...	156954	434.00
NOU THAO-XIONG	0042482	07/25/2025	REC-DAMAGE DEPOSIT & REN...	156954	60.00
GYLINDA MCELROY	0043553	07/25/2025	REC-DAMAGE DEPOSIT RETU...	156944	434.00
DALANA BLUFORD	0045684	07/25/2025	REC-DAMAGE DEPOSIT RETU...	156937	217.00
DAVIDA JOHNSON	0045806	07/25/2025	REC-DAMAGE DEPOSIT RETU...	156938	217.00
NICHELLE HARRINGTON	0046972	07/25/2025	REC-DAMAGE DEPOSIT RETU...	156953	217.00
COMCAST	070725	07/25/2025	FIRE-CABLE BILL 7/17/25-8/16...	156936	164.02
DEBORAH FAYE LOPEZ	071515	07/25/2025	PD-BACKGROUND CHECK-TR...	780	2,127.00
MEGAN LYNN SMITH	072125	07/25/2025	REC-INSTRUCTOR PAYMENT J...	781	1,200.00
BRADY INDUSTRIES	10354569	07/25/2025	BLDG-GARBAGE BAGS	156931	114.45
LIFE-ASSIST INC	1620214	07/25/2025	FIRE-MEDICAL SUPPLIES	156950	492.90
LIFE-ASSIST INC	1620435	07/25/2025	FIRE-CATHETERS	156950	29.57
AMAZON CAPITAL SERVICES	1P66-GPTN-4TCV	07/25/2025	PD-ADDRESS LABELS	779	29.45
GRANICUS, LLC.	207645	07/25/2025	VARIOUS LICENSES 6/7/25-6/6..	156942	61,393.40
ALARMTECH SECURITY SYSTEM	221501	07/25/2025	EVIDENCE BLDG-ALARM.COM...	156926	42.00
ALARMTECH SECURITY SYSTEM	221502	07/25/2025	MARINA HARBOR-ALARM.CO...	156926	42.00
ALARMTECH SECURITY SYSTEM	221503	07/25/2025	BURDICK CTR-ALARM.COM CE...	156926	42.00
ALARMTECH SECURITY SYSTEM	221546	07/25/2025	SUPERVISED FIRE MONITORI...	156926	60.00
ALARMTECH SECURITY SYSTEM	221551	07/25/2025	M2M CELLULAR FIRE MONITO...	156926	62.00
ALARMTECH SECURITY SYSTEM	221960	07/25/2025	REC-ALARM MONITORING @ ...	156926	40.00
ALARMTECH SECURITY SYSTEM	221961	07/25/2025	REC-SUPERVISED FIRE MONIT...	156926	40.00
AT&T	23785029	07/25/2025	707-422-8074	156930	64.48
FLYERS ENERGY, LLC	4309921	07/25/2025	HSG & FIRE-GAS USAGE 7/1/2...	156941	117.08
J.J.R. ENTERPRISES, INC	4420797-CAL	07/25/2025	UB-COPIER USAGE 6/20/25-7/...	156945	125.55
J.J.R. ENTERPRISES, INC	4420798-CAL	07/25/2025	FIRE-COPIER USAGE 6/19/25-7..	156945	481.95
J.J.R. ENTERPRISES, INC	4422824-CAL	07/25/2025	ADMIN & PD-PRINTER USAGE ...	156945	311.55
J.J.R. ENTERPRISES, INC	4422824-CAL	07/25/2025	ADMIN & PD-PRINTER USAGE ...	156945	93.70
VESTIS GROUP INC	5066915594	07/25/2025	PD-MAT SERVICE-FROM ARA...	156964	134.94
ASSISTANCE PLUS	52924	07/25/2025	UB-PROCESS WATER STATEM...	156929	264.18
ASSISTANCE PLUS	52924	07/25/2025	UB-PROCESS WATER STATEM...	156929	300.00
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	14.81
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	12.51
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	188.32
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	6.20
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	2.07
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	6.20
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	7.40
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	12.41
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	41.36
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	7.40
VERIZON WIRELESS	6118151483	07/25/2025	BLDG-MOBILE SVC 6/11/25-7/...	156961	41.36
VERIZON WIRELESS	6118151484	07/25/2025	DEV SVC/UB/FIN/CE-MOBILE ...	156961	24.82
VERIZON WIRELESS	6118151484	07/25/2025	DEV SVC/UB/FIN/CE-MOBILE ...	156961	16.54
VERIZON WIRELESS	6118151484	07/25/2025	DEV SVC/UB/FIN/CE-MOBILE ...	156961	46.36
VERIZON WIRELESS	6118151484	07/25/2025	DEV SVC/UB/FIN/CE-MOBILE ...	156961	51.47
VERIZON WIRELESS	6118151484	07/25/2025	DEV SVC/UB/FIN/CE-MOBILE ...	156961	41.36

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
VERIZON WIRELESS	6118151487	07/25/2025	COUNCIL-MOBILE SVC 6/11/2...	156962	227.02
VERIZON WIRELESS	6118349938	07/25/2025	PD-MOBILE SVC 6/13/25-7/12...	156963	114.03
VERIZON WIRELESS	6118349939	07/25/2025	FIRE-MOBILE SVC FOR IPADS 6...	156960	369.41
PARTNERS PERSONNEL MAN...	800070363	07/25/2025	BLDG-TEMP WORKER WEEK E...	156955	1,074.44
STERICYCLE, INC.	8011257287	07/25/2025	VARIOUS DEPTS-DISPOSABLE ...	156959	277.14
FEDEX	8-921-52614	07/25/2025	PD-SHIPPING CHARGES	156940	5.67
LN CURTIS & SONS	967224	07/25/2025	FIRE-WILDLAND GOGGLES-PPE	156951	85.34
JOSEPH DEESE	I250710590	07/25/2025	PW-CLEARANCE PRUNING CIV...	156947	2,550.00
MES I ACQUISITION INC	IN2301783	07/25/2025	FIRE-GAUNTLET CUFF GLOVES	156952	147.63
BEATRICE MONTIEL	0043844-2	06/30/2025	REC-DAMAGE DEPOSIT RETU...	156965	217.00
WATTCO	64944-2	06/30/2025	FIRE-UPFITTING U47	782	12,743.63
ROSE REMODELING	REFUND-2	06/30/2025	BUILDING PERMIT REFUND	156966	67.00
CITY OF SUISUN CITY	072525 LNDSCP	07/31/2025	UB-CITY LANDSCAPE 5/15/25-...	157025	9,936.20
CITY OF SUISUN CITY	072525 SPORTS	07/31/2025	UB SPORTS COMPLEX 5/15/25...	157025	1,340.79
CITY OF SUISUN CITY	072525 SR/BIKE	07/31/2025	UB-SENIOR CTR/BIKE TRAIL 5/...	157025	492.09
THE UPS STORE #5284	10673	06/30/2025	REC-LIVESCAN-JACKSON	156976	67.00
SELMAN & COMPANY LLC	20250501	06/30/2025	FIRE-INSURANCE FOR VOLUN...	156975	118.60
SELMAN & COMPANY LLC	20250601	06/30/2025	FIRE-INSURANCE FOR VOLUN...	156975	118.60
PARTNERS PERSONNEL MAN...	800062793	06/30/2025	BLDG-TEMP WORKER WEEK E...	156974	1,078.44
NORTHBAY HEALTHCARE GRP...	OH137849	06/30/2025	REC-PHYSICAL/DRUG SCREEN...	156973	660.00
				Fund 010 - GENERAL FUND Total:	**1,065,255.11**
Fund: 018 - GF CA Forever					
TRIPEPI SMITH AND ASSOCIAT...	15082	06/30/2025	ADMIN-SUISUN ANNEXATION	156833	5,545.00
STOEL RIVES LLP	8074927	06/30/2025	AGREEMENT/REMBURSEMEN...	762	31,197.00
RICHARDS, WATSON & GERS...	253907	06/30/2025	PROFESSIONAL SVCSS-ANNEX...	777	13,392.50
				Fund 018 - GF CA Forever Total:	**50,134.50**
Fund: 050 - 4TH OF JULY EVENTS					
JOSEFINA EDITH ACEVEDO	2656	07/01/2025	REC-SOUND SERVICES FOR 4T...	156689	3,475.00
PYRO SPECTACULARS NORTH, ...	INV312340	07/01/2025	REC-SECOND PAYMENT FOR F...	156691	13,000.00
ALL OCCASION TENTS CORPO...	JULY 4	07/03/2025	REC-TENT RENTAL	156765	3,739.07
TRACTOR SUPPLY CREDIT PLAN	100037512	06/30/2025	PW-FENCING	156832	41.45
TRACTOR SUPPLY CREDIT PLAN	200027774	06/30/2025	PW-T POST STAKES, 4TH OF J...	156832	326.71
TRACTOR SUPPLY CREDIT PLAN	200027957	06/30/2025	PW-T POST STAKES, 4TH OF J...	156832	163.36
DAILY REPUBLIC	300153453	07/18/2025	REC-4TH OF JULY 2025	156849	300.00
DAILY REPUBLIC	300153497	07/18/2025	SSDR SPECIAL SECTIONS-4TH ...	156849	300.00
CRESCO EQUIPMENT RENTALS	6422674-0001	07/18/2025	REC-2 LED LIGHT TOWERS	156848	897.81
CLEAR IMAGE SIGN COMPANY	2564	07/25/2025	REC-INSTALL & REMOVE 4TH ...	156935	470.00
				Fund 050 - 4TH OF JULY EVENTS Total:	**22,713.40**
Fund: 051 - CHRISTMAS EVENT					
US BANK	06222582	06/23/2025	SINGLEY4IMPRINT-RPM PRO...	763	871.57
				Fund 051 - CHRISTMAS EVENT Total:	**871.57**
Fund: 052 - EVENTS-OTHERS					
SABRINA A HOCKER	070125	07/18/2025	REC-SUNDAY JAZZ SERIES SER...	156864	1,000.00
CLARENCE LEE WILLIAMS	070125	07/18/2025	REC-SUNDAY JAZZ SERIES SVCS..	156846	700.00
DAVID ANDERSON	070125	07/18/2025	REC-MUSIC ON THE WATERF...	156850	800.00
OTTO J HUBER	070125	07/18/2025	REC-SUNDAY JAZZ SERIES SVCS..	156861	725.00
JASON STEWART	070125	07/18/2025	REC-MUSIC ON THE WATERF...	156855	1,300.00
JOSEPH LUCERO	070125	07/18/2025	REC-MUSIC ON THE WATERF...	156857	2,100.00
DAILY REPUBLIC	300153498	07/18/2025	REC-CONCERT SERIES	156849	475.00
US BANK	06232579	06/23/2025	SINGLEY-SWANK-MOVIE LICE...	763	550.00
US BANK	06232580	06/23/2025	SINGLEY-MOUNTAIN MIKES-PI...	763	121.06
US BANK	06232581	06/23/2025	SINGLEY-WALMART-DVD, MO...	763	25.06
ALFONSO PORTILLO	080225	07/25/2025	REC-PERFORMER, MUSIC ON ...	156927	1,400.00
JAMES E DAVIS	080325	07/25/2025	REC-PERFORMER, JAZZ SERIES...	156946	700.00
GUYLE TABER	080925	07/25/2025	REC-PERFORMER, MUSIC ON ...	156943	1,600.00
KENNETH STOUT	081025	07/25/2025	REC-PERFORMER, SUNDAY JA...	156949	800.00
				Fund 052 - EVENTS-OTHERS Total:	**12,296.12**
Fund: 053 - FIREWORKS-ENF					
TRIPEPI SMITH AND ASSOCIAT...	15080	06/30/2025	FIRE-4TH OF JULY SAFETY VID...	156896	4,235.00

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
AMAZON CAPITAL SERVICES	1WP1-WGJ3-NYCW	06/30/2025	FIRE-CAMERA & GO PRO, 7/4 ...	776	1,453.58
FIRST VANGUARD RENTALS &	1-513723	06/30/2025	FIRE-ROAD SIGN RENTAL, FIR...	156968	3,863.75
				Fund 053 - FIREWORKS-ENF Total:	**9,552.33**
Fund: 105 - ALL GAS TAXES					
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	31.60
AMAZON CAPITAL SERVICES	11MG-LTPT-M1DL	06/30/2025	PW-METAL DETECTOR	755	163.68
FIRST VANGUARD RENTALS &	1-513762	06/30/2025	PW-DOT LETTERS	156804	48.77
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.98
HOME DEPOT CREDIT SERVICE	4613846	06/30/2025	PW-QUIKRETE	156878	71.96
UNDERGROUND SERVICE ALE...	2025130542	06/30/2025	PW-2025 MEMBERSHIP & 202...	156924	3,307.93
MCKENZIE HARDWARE-PW	363920	06/30/2025	PW-REPAIR COUPLING, BUSHI...	156909	59.99
MCKENZIE HARDWARE-PW	363932	06/30/2025	PW-WHIMS & FASTGRAB	156909	56.46
MCKENZIE HARDWARE-PW	363978	06/30/2025	PW-POSTHOLE DIGGER, LOCKS..	156909	346.78
MCKENZIE HARDWARE-PW	363979	06/30/2025	PW-RETURN CHAIN PROOFS	156909	-51.94
MCKENZIE HARDWARE-PW	363982	06/30/2025	PW-RETURN POSTHOLE DIGG...	156909	-294.83
MCKENZIE HARDWARE-PW	363984	06/30/2025	PW-LUGGAGE LOCKS, SPEED S...	156909	52.34
MCKENZIE HARDWARE-PW	363998	06/30/2025	PW-RUBBER TARP STRAPS	156909	30.05
MCKENZIE HARDWARE-PW	364062	06/30/2025	PW-PLIERS, SCREWS, WIRE TIES	156909	75.25
PG&E	07252511	07/25/2025	4332920511-6	156956	151.15
PG&E	07252512	07/25/2025	4270580094-6	156956	154.18
PG&E	07252513	07/25/2025	0374596818-4	156956	130.32
PG&E	07252514	07/25/2025	9147167255-9	156956	98.50
CALMAT CO	3866293	07/25/2025	PW-1/2" HMA TYPE A/B PG 64...	156932	507.61
				Fund 105 - ALL GAS TAXES Total:	**4,976.78**
Fund: 115 - TRANS.CIP FUNDS					
DKS ASSOCIATES	0095835	06/30/2025	PW-SS TRAFFIC SIGNAL IMPR...	156905	9,379.72
SOLANO COUNTY	14317	06/30/2025	PW-MAP CHECK SVCS JUNE 2...	156919	194.50
MARINA LANDSCAPE, INC.	452303-063025	06/30/2025	STATE ROUTE 12 LANDSCAPE ...	156970	89,403.66
TIM PAXIN'S PACIF EXCAVATI...	PAY 4	06/30/2025	PW-TRAFFIC SIGNAL IMPROVE...	156977	-16,846.57
TIM PAXIN'S PACIF EXCAVATI...	PAY 4	06/30/2025	PW-TRAFFIC SIGNAL IMPROVE...	156977	336,931.35
				Fund 115 - TRANS.CIP FUNDS Total:	**419,062.66**
Fund: 117 - TRAIN DEPOT O&M					
HUNTERS SERVICES INC.	372737	06/30/2025	TRAIN DEPOT-SERVICE	156809	30.00
HUNTERS SERVICES INC.	373467	06/30/2025	CAFE @ TRAIN STATION-SERV...	156809	35.00
HUNTERS SERVICES INC.	373468	06/30/2025	CAFE z& TRAIN STATION-ROD...	156809	45.00
HUNTERS SERVICES INC.	375029	06/30/2025	TRAIN DEPOT-SERVICE	156879	30.00
HUNTERS SERVICES INC.	375714	06/30/2025	CAFE @ TRAIN STATION-SERV...	156879	35.00
HUNTERS SERVICES INC.	375715	06/30/2025	CAFE @ TRAIN STATION-ROD...	156879	45.00
MCKENZIE HARDWARE-PW	363969	06/30/2025	TRAIN DEPOT-SAWZL SAW KIT	156909	361.80
MCKENZIE HARDWARE-PW	363981	06/30/2025	TRAIN DEPOT-FIELD SUPPLIES	156909	35.55
SH MECHANICAL INC	556251	06/30/2025	TRAIN DEPOT-DIAGNOSE & R...	156917	1,366.31
ALARMTECH SECURITY SYSTEM	221552	07/25/2025	TRAIN STATION-SUPERVISED F...	156926	62.00
STERICYCLE, INC.	8011257287	07/25/2025	VARIOUS DEPTS-DISPOSABLE ...	156959	138.57
				Fund 117 - TRAIN DEPOT O&M Total:	**2,184.23**
Fund: 120 - OSSIP					
JAM SERVICES, INC.	192324	06/30/2025	PW-SOLAR STOP SIGNS	156812	4,365.00
				Fund 120 - OSSIP Total:	**4,365.00**
Fund: 129 - SB1383-ORGANIC					
THE ECOHERO SHOW LLC	3389	06/30/2025	PW-PRESENTATIONS @ SCHO...	156893	1,890.00
ROSS CAMPBELL INC	25-3856-3	06/30/2025	PW-SB 1383 ORGANICS-SOCIA...	156916	4,500.00
				Fund 129 - SB1383-ORGANIC Total:	**6,390.00**
Fund: 130 - REFUSE/AB939					
THE COPY CORNER	29563	07/10/2025	ADDT'L ENVELOPES FOR PROP...	156791	177.78
STONEYARD MASONRY	101141117	06/30/2025	PW-REBAR TIES & TOOL	156829	57.72
STONEYARD MASONRY	101141398	06/30/2025	PW-DAY ONE FOR CONCRETE	156829	479.93
STONEYARD MASONRY	101141399	06/30/2025	PW-REBAR TIES	156829	25.09
STONEYARD MASONRY	101141512	06/30/2025	PW-MEDICARE	156829	305.28
AMAZON CAPITAL SERVICES	1LC7-4XGY-NKCQ	06/30/2025	PW-WRENCH SETS	755	75.92

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
CALIFORNIA WOOD RECYCLIN...	0140270	06/30/2025	COMPOST PROCUREMENT, 39...	156872	9,914.01
CALIFORNIA WOOD RECYCLIN...	0140272	06/30/2025	PW-COMPOST PROCUREMENT..	156872	11,376.28
HOME DEPOT CREDIT SERVICE	1043796	06/30/2025	PW-LUMBER	156878	332.19
HOME DEPOT CREDIT SERVICE	5031172	06/30/2025	PW-STAKES & DECK FENCE	156878	129.93
ASSISTANCE PLUS	52914	07/18/2025	PW-BULK MAILING PROP 218	156841	8,984.00
US BANK	062325161	06/23/2025	GELUZ-COSTCO-FOOD & SUPP...	763	59.54
US BANK	062325162	06/23/2025	GELUZ-COSTCO-FOOD & SUPP...	763	61.32
US BANK	062325163	06/23/2025	GELUZ-CENARIOS-FOOD, VOL...	763	520.07
A & A CONCRETE SUPPLY INC	3314234	06/30/2025	PW-CONCRETE	156898	6,329.25
A & A CONCRETE SUPPLY INC	3314396	06/30/2025	PW-CONCRETE	156898	6,072.81
A & A CONCRETE SUPPLY INC	3314491	06/30/2025	PW-CONCRETE	156898	362.94
MCKENZIE HARDWARE-PW	363983	06/30/2025	PW-POSTHOLE DIGGER & DRI...	156909	194.20
MCKENZIE HARDWARE-PW	364013	06/30/2025	PW-CONCRETE MIX	156909	141.64
MCKENZIE HARDWARE-PW	364077	06/30/2025	PW-DRAIN PARTS	156909	24.63
				Fund 130 - REFUSE/AB939 Total:	**45,624.53**
Fund: 142 - BOATING SAFETY					
ENTERPRISE FLEET MANAGE...	DM0001311	07/21/2025	ENTERPRISE LEASES - PW/INV...	DFT0001336	85.71
US BANK	06232500	06/23/2025	SZMURLO-ETRAILER CORP-RU...	763	524.68
				Fund 142 - BOATING SAFETY Total:	**610.39**
Fund: 167 - ARP-AMER RESCUE					
INFINITY TECHNOLOGIES	4001	06/30/2025	GIS SUPPORT SERVICES-JUNE ...	156811	1,667.50
LANCE, SOLL & LUNGHARD LLP	69410	06/30/2025	TYLER ERP CONVERSION TIE ...	156882	8,517.50
MARS CONSTRUCTION	PAY 5 & FINAL	06/30/2025	FIRE DEPT REMODEL THRU 7/...	156971	-334.96
MARS CONSTRUCTION	PAY 5 & FINAL	06/30/2025	FIRE DEPT REMODEL THRU 7/...	156971	6,699.15
				Fund 167 - ARP-AMER RESCUE Total:	**16,549.19**
Fund: 171 - PROP 49 GRANT					
AMAZON CAPITAL SERVICES	1XC3-YLLY-NYPF	06/30/2025	REC-PARTY FAVORS, PROP 49 ...	759	20.18
AMAZON CAPITAL SERVICES	1Y1J-QQGF-MJR6	06/30/2025	REC-MISC SUPPLIES, PROP 49 ...	759	427.14
US BANK	062325179	06/23/2025	MCHENRY-BROADWAY-STAFF...	763	990.52
US BANK	062325180	06/23/2025	MCHENRY-BROADWAY-STAFF...	763	590.78
US BANK	062325182	06/23/2025	MCHENRY-KIRBY MAGICIAN-A...	763	250.00
US BANK	062325183	06/23/2025	MCHENRY-DOLLAR TREE-ASP ...	763	47.74
US BANK	062325184	06/23/2025	MCHENRY-WALMART-ASP EN...	763	42.36
				Fund 171 - PROP 49 GRANT Total:	**2,368.72**
Fund: 185 - SEWER MAINTENANCE					
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	15.80
HOME DEPOT CREDIT SERVICE	1043796	06/30/2025	PW-LUMBER	156878	332.19
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.97
A & A CONCRETE SUPPLY INC	3314115	06/30/2025	PW-CONCRETE	156898	5,837.99
A & A CONCRETE SUPPLY INC	3314491	06/30/2025	PW-CONCRETE	156898	6,162.74
				Fund 185 - SEWER MAINTENANCE Total:	**12,385.69**
Fund: 187 - RPM GRANTS					
MAXWELL MARKETING ASSOC...	1211970	06/30/2025	REC-MEDALS-SUISUN CITY FIT	156817	2,070.66
AMAZON CAPITAL SERVICES	1RLQ-HWYV-MK9T	06/30/2025	REC-MISC SUPPLIES, NRPA GR...	759	649.66
AMAZON CAPITAL SERVICES	1RNK-4QF6-QCRL	06/30/2025	REC-MISC SUPPLIES, MAYOR'S...	759	1,478.05
US BANK	06232513	06/23/2025	MORA-RALEYS-FILTERED WAT...	763	2.50
US BANK	06232514	06/23/2025	MORA-COSTCO-PROGRAM SP...	763	82.30
US BANK	06232515	06/23/2025	MORA-FACEBOOK-MARKETIN...	763	55.00
US BANK	06232516	06/23/2025	MORA-WOOT-KEYBOARD FOR...	763	108.36
US BANK	06232517	06/23/2025	MORA-FACEBOOK-MARKETIN...	763	55.00
				Fund 187 - RPM GRANTS Total:	**4,501.53**
Fund: 189 - Prop.64 Grant -State					
OHAWAIIFORNIA LLC	063025	06/30/2025	REC-INSTRUCTOR PAYMENT J...	751	600.00
HAYLEY MCHENRY	070125	07/10/2025	REC-REIMBURSE SAMS CLUB ...	156778	113.95
AMAZON CAPITAL SERVICES	1KRT-XP11-V43R	06/30/2025	REC-MISC SUPPLIES, PROP 49 ...	759	728.91
US BANK	062325109	06/23/2025	KING-NINTENDO-SWITCH GA...	763	3.99
US BANK	062325110	06/23/2025	KING-MICROSOFT-XBOX GAM...	763	19.99
US BANK	062325111	06/23/2025	KING-NINTENDO-SWITCH GA...	763	3.99

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
US BANK	062325185	06/23/2025	MCHENRY-BROADWAY-PAL B...	763	179.35
US BANK	062325187	06/23/2025	MCHENRY-PAYPAL ROB SKATE...	763	715.00
US BANK	062325188	06/23/2025	MCHENRY-PAYPAL ROB SKATE...	763	700.00
US BANK	062325189	06/23/2025	MCHENRY-SAMS CLUB-PAL S...	763	251.31
US BANK	062325190	06/23/2025	MCHENRY-360 TRAINING-FO...	763	22.47
US BANK	06232525	06/23/2025	DOWNEY-CA FISH & WILD-ST...	763	62.90
US BANK	06232526	06/23/2025	DOWNEY-CA FISH & WILD-ST...	763	62.90
				Fund 189 - Prop.64 Grant -State Total:	**3,464.76**
Fund: 190 - DRAINAGE MAINT					
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	7.90
PG&E	07242502	06/30/2025	1341287179-3	156913	27.10
				Fund 190 - DRAINAGE MAINT Total:	**35.00**
Fund: 203 - SUN RIDGE SYSTS					
SUN RIDGE SYSTEMS, INC.	8618	07/01/2025	PD-RMS & CAD SOFTWARE SY...	156692	53,893.59
SUN RIDGE SYSTEMS, INC.	8618	07/01/2025	PD-RMS & CAD SOFTWARE SY...	156692	6,448.41
				Fund 203 - SUN RIDGE SYSTS Total:	**60,342.00**
Fund: 302 - Park Improvements					
HOME DEPOT	8904474	06/30/2025	REC-PROSPERITY PARK GARD...	156808	503.03
US BANK	06232512	06/23/2025	MORA-SUN RAY-MULCH DELI...	763	760.12
				Fund 302 - Park Improvements Total:	**1,263.15**
Fund: 310 - FIRE FACILITY					
CENTER FOR PUBLIC SAFETY E...	05-20036	06/30/2025	FIRE-STRATEGIC PLAN STAGE ...	156967	3,450.00
				Fund 310 - FIRE FACILITY Total:	**3,450.00**
Fund: 312 - POLICE FACILITY					
AT&T	23780864	06/30/2025	PD-PUBLIC SAFETY TELECOM ...	156900	871.38
				Fund 312 - POLICE FACILITY Total:	**871.38**
Fund: 314 - MUNI VEH/EQUIP					
CLEARGOV, INC.	2025-17486	07/18/2025	BUDGET SOFTWARE ACCESS 7...	156847	21,390.13
				Fund 314 - MUNI VEH/EQUIP Total:	**21,390.13**
Fund: 420 - LAWLER-MAINT					
CITY OF SUISUN CITY	0625 UBLR	06/30/2025	UB LAWLER RANCH 4/15/25-6...	156766	109.27
SOLITUDE LAKE MANAGEMENT	PSI182141	07/10/2025	PW-POND SERVICE, LAWLER F...	156789	824.00
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.28
SOLITUDE LAKE MANAGEMENT	PSI174107	06/30/2025	PW-POND SVC, LAWLER FALLS...	156828	824.00
PG&E	07252500	07/25/2025	8709494497-9	156956	873.85
CITY OF SUISUN CITY	072525 UBLR	07/31/2025	UB-LAWLER RANCH 5/15/25-7...	157025	15,630.63
				Fund 420 - LAWLER-MAINT Total:	**18,274.03**
Fund: 422 - MARINA VILL MAD					
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
				Fund 422 - MARINA VILL MAD Total:	**12.27**
Fund: 425 - BLOSSOM MAD					
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
PG&E	07252501	07/25/2025	0238568480-4	156956	18.97
PG&E	07252502	07/25/2025	8614913098-0	156956	47.42
CITY OF SUISUN CITY	072525 UBBH	07/31/2025	UB-BLOSSOM MAINT 5/15/25...	157025	772.18
				Fund 425 - BLOSSOM MAD Total:	**850.84**
Fund: 430 - HERITAGE MAD					
CITY OF SUISUN CITY	0625 UBHP	06/30/2025	UB HERITAGE PARK 4/15/25-6...	156766	951.42
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
US BANK	062325160	06/23/2025	GELUZ-IMPERIAL SPRINKLER-...	763	703.62
PG&E	07252503	07/25/2025	0306164485-6	156956	137.52
CITY OF SUISUN CITY	072525 UBHP	07/31/2025	UB-HERITAGE MAINT 5/15/25...	157025	16,920.82
				Fund 430 - HERITAGE MAD Total:	**18,725.65**
Fund: 435 - MTBELLO-MAINT					
PG&E	07102500	07/10/2025	2107672764-9	156783	328.50
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
PG&E	07252504	07/25/2025	5833394946-7	156956	2,278.45

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
CITY OF SUISUN CITY	072525 UBMV	07/31/2025	UB-MONTEBELLO VISTA 5/15/...	157025	5,891.47
				Fund 435 - MTBELLO-MAINT Total:	**8,510.69**
Fund: 445 - PETERSON-MAINT					
CITY OF SUISUN CITY	0625 UBPR	06/30/2025	UB-PETERSON RANCH 4/15/25..	156766	17,182.84
PG&E	07102501	07/10/2025	1456836734-7	156783	1,529.57
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
JOSEPH DEESE	I250627578	06/30/2025	PW-TREE REMOVAL, CHARLES...	156813	1,750.00
				Fund 445 - PETERSON-MAINT Total:	**20,474.68**
Fund: 446 - PETERSON-CFD					
NBS GOVT FINANCE GROUP	202506-2445	06/30/2025	CFD #1, 5 & TZ#1 QRTLY ADM...	156972	829.50
				Fund 446 - PETERSON-CFD Total:	**829.50**
Fund: 448 - RAILROAD AVE-AD					
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
CITY OF SUISUN CITY	072525 UBRR	07/31/2025	UB-RALROAD AVE MAINT 5/1...	157025	300.62
				Fund 448 - RAILROAD AVE-AD Total:	**312.89**
Fund: 453 - VIC.HAR.ZONE-A					
CITY OF SUISUN CITY	6/25 UBVH A	06/30/2025	UB-VIC HAR A 4/15/25-6/15/25	156766	1,405.78
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
JOSEPH DEESE	I250710590	07/25/2025	PW-CLEARANCE PRUNING CIV...	156947	1,275.00
				Fund 453 - VIC.HAR.ZONE-A Total:	**2,693.05**
Fund: 454 - VIC.HAR.ZONE-B					
CITY OF SUISUN CITY	0625 UBVH B	06/30/2025	UB VIC HARBOR B 4/15/25-6/...	156766	438.02
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
JOSEPH DEESE	I250710590	07/25/2025	PW-CLEARANCE PRUNING CIV...	156947	637.50
				Fund 454 - VIC.HAR.ZONE-B Total:	**1,087.79**
Fund: 455 - VIC.HAR.ZONE-C					
CITY OF SUISUN CITY	0625 UBVH C	06/30/2025	UB VIC HARBOR C 4/15/25-6/...	156766	2,704.06
CITY OF SUISUN CITY	0625 UBVH D	06/30/2025	UB VIC HARBOR D 4/15/25-6/...	156766	2,781.44
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
MCKENZIE HARDWARE-PW	364000	06/30/2025	PW-VIC C SUPPLIES	156909	85.10
PG&E	07252505	07/25/2025	9622407317-9	156956	73.13
PG&E	07252506	07/25/2025	1330754740-9	156956	10.84
PG&E	07252507	07/25/2025	3611998336-3	156956	185.23
PG&E	07252509-1	07/25/2025	3271243624-8	156956	118.27
PG&E	07252509-2	07/25/2025	9885875157-5	156956	346.46
PG&E	07252510	07/25/2025	0458895217-8	156956	10.84
				Fund 455 - VIC.HAR.ZONE-C Total:	**6,327.64**
Fund: 458 - VIC HAR-ZONE E					
CITY OF SUISUN CITY	0625 UBVH E	06/30/2025	UB VIC HARBOR E 4/15/25-6/...	156766	3,003.61
CITY OF SUISUN CITY	0625 UBVH F	06/30/2025	UB-VIC HARBOR F 4/15/25-6/...	156766	2,073.35
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
JOSEPH DEESE	I250710590	07/25/2025	PW-CLEARANCE PRUNING CIV...	156947	637.50
				Fund 458 - VIC HAR-ZONE E Total:	**5,726.73**
Fund: 459 - VIC HAR-ZONE F					
DAILY REPUBLIC	300152963	06/30/2025	PWE-MCCOY CREEK PKG BEN...	156802	12.27
				Fund 459 - VIC HAR-ZONE F Total:	**12.27**
Fund: 460 - HWY12 LANDSCAPE					
CALIFORNIA HWY ADOPTION C	725144	06/30/2025	LITTER SVC-HWY 12 MILE MA...	156799	320.00
CALIFORNIA HWY ADOPTION C	725145	06/30/2025	LITTER SVC-MILE MARK 4.1-7.5..	156799	250.00
				Fund 460 - HWY12 LANDSCAPE Total:	**570.00**
Fund: 464 - MCCOY CREEK PAD					
DAILY REPUBLIC	300152966	06/30/2025	PWE-ASSESSMENT DISTRICTS	156802	160.81
				Fund 464 - MCCOY CREEK PAD Total:	**160.81**
Fund: 465 - AMBERWOOD TZ1					
CITY OF SUISUN CITY	072525 UBAM	07/31/2025	UB-AMBERWOOD/BLOSSOM ...	157025	118.57
				Fund 465 - AMBERWOOD TZ1 Total:	**118.57**

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
Fund: 470 - CFD-5 Tax Zone1					
NBS GOVT FINANCE GROUP	202506-2445	06/30/2025	CFD #1, 5 & TZ#1 QRTLY ADM...	156972	1,317.00
				Fund 470 - CFD-5 Tax Zone1 Total:	**1,317.00**
Fund: 506 - SSWA CONNECTION					
SOLANO IRRIGATION DIST	0046838	06/30/2025	SSWA MONTHLY BILLING JUNE..	156891	187.82
SOLANO IRRIGATION DIST	0046838	06/30/2025	SSWA MONTHLY BILLING JUNE..	156891	17,679.95
				Fund 506 - SSWA CONNECTION Total:	**17,867.77**
Fund: 507 - SSWA OPER FUND					
NHA ADVISORS	1723	06/30/2025	2019/2021 WATER REVENUE ...	156825	5,250.00
KRONICK,MOSKOVITZ,TIEDE...	30913315	06/30/2025	SSWA LEGAL SVCS THROUGH ...	156814	4,364.50
SOLANO IRRIGATION DIST	0046838	06/30/2025	SSWA MONTHLY BILLING JUNE..	156891	16,838.56
SOLANO IRRIGATION DIST	0046838	06/30/2025	SSWA MONTHLY BILLING JUNE..	156891	162,933.04
SOLANO IRRIGATION DIST	0046838	06/30/2025	SSWA MONTHLY BILLING JUNE..	156891	31,337.04
SOLANO IRRIGATION DIST	0046838	06/30/2025	SSWA MONTHLY BILLING JUNE..	156891	174,583.99
PG&E	07242503	06/30/2025	7340553288-5	156913	25.46
KRONICK,MOSKOVITZ,TIEDE...	30913658	06/30/2025	SSWA LEGAL SVCS THROUGH ...	156969	10,100.40
				Fund 507 - SSWA OPER FUND Total:	**405,432.99**
Fund: 510 - SSWA REPLACEMEN					
SOLANO IRRIGATION DIST	0046838	06/30/2025	SSWA MONTHLY BILLING JUNE..	156891	1,131.00
SOLANO IRRIGATION DIST	0046838	06/30/2025	SSWA MONTHLY BILLING JUNE..	156891	281.73
SOLANO IRRIGATION DIST	0046838	06/30/2025	SSWA MONTHLY BILLING JUNE..	156891	1,078.90
				Fund 510 - SSWA REPLACEMEN Total:	**2,491.63**
Fund: 512 - 2019 BOND PROCE					
SOLANO IRRIGATION DIST	0046838	06/30/2025	SSWA MONTHLY BILLING JUNE..	156891	1,333.33
				Fund 512 - 2019 BOND PROCE Total:	**1,333.33**
Fund: 705 - VEH/EQUIP-MAINT					
PIT STOP AUTO REPAIR	1777	07/10/2025	PW-DIAGNOSE ENGINE NOISE ...	156784	175.00
PIT STOP AUTO REPAIR	1781	07/10/2025	PW-OIL CHANGE #138	156784	50.00
PIT STOP AUTO REPAIR	1781	07/10/2025	PW-OIL CHANGE #138	156784	60.14
PIT STOP AUTO REPAIR	1787	07/10/2025	PW-OIL CHANGE LIC #1671464	156784	50.00
PIT STOP AUTO REPAIR	1787	07/10/2025	PW-OIL CHANGE LIC #1671464	156784	176.95
TRACTOR SUPPLY CREDIT PLAN	100035623	06/30/2025	PW-VEHICLE BATTERY	156832	205.49
AMAZON CAPITAL SERVICES	16CT-LJDX-VPXC	06/30/2025	PW-WATER PUMP & SEAL KIT	755	140.62
TRACTOR SUPPLY CREDIT PLAN	200026574	06/30/2025	PW-CORE EXCHANGE	156832	-18.00
EAST BAY TIRE CO	2152325	06/30/2025	PW-FLAT REPAIR	156876	56.00
EAST BAY TIRE CO	2152325	06/30/2025	PW-FLAT REPAIR	156876	28.18
EAST BAY TIRE CO	2154302	07/18/2025	PW-NEW TIRE, FORD F150	156851	32.00
EAST BAY TIRE CO	2154302	07/18/2025	PW-NEW TIRE, FORD F150	156851	331.21
US BANK	062325158	06/23/2025	GELUZ-ZIP THRU-CARWASHES...	763	55.85
US BANK	062325159	06/23/2025	GELUZ-FASTRAK-PREPAID BRI...	763	25.00
MCKENZIE HARDWARE-PW	363985	06/30/2025	PW-TRUCK SUPPLIES	156909	139.94
GRN VLY ALOHA SAW & MOW...	98806	06/30/2025	PW-EQUIP WON'T START/TU...	156906	105.00
GRN VLY ALOHA SAW & MOW...	98806	06/30/2025	PW-EQUIP WON'T START/TU...	156906	85.00
RAMOS OIL COMPANY, INC	IN-0214268	07/25/2025	PW-RED DYED R99 RENEW DI...	156958	627.55
				Fund 705 - VEH/EQUIP-MAINT Total:	**2,325.93**
Fund: 706 - VEH/EQU-RPLCMT					
ENTERPRISE FLEET MANAGE...	DM0001310	07/21/2025	ENTERPRISE LEASES - FIRE/IN...	DFT0001335	1,428.14
ENTERPRISE FLEET MANAGE...	DM0001311	07/21/2025	ENTERPRISE LEASES - PW/INV...	DFT0001336	3,277.56
ENTERPRISE FLEET MANAGE...	DM0001312	07/21/2025	ENTERPRISE LEASES - PD/INV ...	DFT0001337	9,985.46
ENTERPRISE FLEET MANAGE...	DM0001313	07/21/2025	E-ENTERPRISE LEASES - CITY/I...	DFT0001338	24,804.09
				Fund 706 - VEH/EQU-RPLCMT Total:	**39,495.25**
Fund: 710 - NETWORK MAINT.					
DELL FINANCIAL SVCS LLC	4283302	07/01/2025	COMPUTER LEASE 7/5/25-8/4...	156684	716.35
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	47.40
COMCAST	062425	07/10/2025	HIGH SPEED INTERNET 6/29/2...	156774	158.67
SITEIMPROVE, INC.	8171	07/10/2025	IT-CONTRACT WEBSITE SUPP...	156788	3,764.11
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.98
COMCAST	244424743	06/30/2025	ETHERNET SVC THROUGH 6/3...	156874	789.22

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
ALLIED NETWORK SOLUTIONS,	0238088-IN	07/18/2025	IT-ACROBAT PRO DC FOR ENT...	156840	210.00
ESRI	900049694	07/18/2025	IT-ARCGIS ANNUAL RENEWAL ...	156853	19,270.00
CDW GOVERNMENT INC	AE77X7V	07/18/2025	IT-NUNJA PRO BUNDLE, NET ...	156844	5,220.58
US BANK	06232501	06/23/2025	ROBERTS-SERVER SUPPLY-UPS...	763	82.94
US BANK	06232502	06/23/2025	ROBERTS-GODADDY-WEBSITE...	763	43.16
US BANK	06232503	06/23/2025	ROBERTS-CDW G-IT ANTENNA	763	249.01
US BANK	06232506	06/23/2025	ROBERTS-STRAIGHTTALK-TEM...	763	45.00
AMAZON CAPITAL SERVICES	11MG-LTPT-KTKJ	06/30/2025	IT/PD/REC-VARIOUS SUPPLIES	776	1,375.15
AMAZON CAPITAL SERVICES	11MG-LTPT-KTKJ	06/30/2025	IT/PD/REC-VARIOUS SUPPLIES	776	1,375.14
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	6.20
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	129.88
ESRI	900056492	07/25/2025	IT-ARCGIS ONLINE SUBSCRIPT...	156939	4,096.43
CDW GOVERNMENT INC	AE8WH7L	07/25/2025	IT-SW ADV PROT SVC STE F/TZ...	156933	576.00
				Fund 710 - NETWORK MAINT. Total:	**38,192.22**
Fund: 712 - DISPATCH -P/S					
SUN RIDGE SYSTEMS, INC.	8618	07/01/2025	PD-RMS & CAD SOFTWARE SY...	156692	38,713.00
SUN RIDGE SYSTEMS, INC.	8619	07/01/2025	PD-ANNUAL SUPPORT SVCS F...	156692	6,976.00
LEXIPOL LLC	INVLEX11253509	07/01/2025	PD-ANNUAL LAW ENFORCEM...	156690	14,989.63
EVERBRIDGE, INC	M88342	07/01/2025	PD-NIXLE ENGAGE 6/24/25-6/...	156685	4,635.00
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	158.00
AMAZON CAPITAL SERVICES	1147-N3CT-K4X3	07/10/2025	PD-FLASH DRIVE	753	32.73
AMAZON CAPITAL SERVICES	11CW-KC4X-MGFJ	07/10/2025	PD-HAND SANITIZER	753	21.81
AMAZON CAPITAL SERVICES	1FT9-TWKN-JPHC	07/10/2025	PD-SHIPPING LABELS, CLEANI...	753	67.69
AMAZON CAPITAL SERVICES	1TC1-QFL4-LWYR	07/10/2025	PD-DISPATCHER GIFTS	753	90.38
CALIFORNIA CLETS USERS GR...	2025000150CCUG	07/10/2025	PD-CCUG & CLETS T4T CONFE...	156771	1,400.00
SUN RIDGE SYSTEMS, INC.	RIMS-062025-0061	07/10/2025	PD-RIMS TRAINING & NCONF...	156790	1,375.00
SUN RIDGE SYSTEMS, INC.	RIMS-062025-0062	07/10/2025	PD-RIMS TRAINING & CONFER...	156790	1,375.00
SUN RIDGE SYSTEMS, INC.	RIMS-062025-0063	07/10/2025	PD-RIMS TRAINING & CONFER...	156790	1,375.00
SUN RIDGE SYSTEMS, INC.	RIMS-062025-0066	07/10/2025	PD-RIMS TRAINING & CONFER...	156790	1,375.00
HAYLEY MURPHY	062725	06/30/2025	PD-REIMBURSE TRAINING EXP...	156806	405.77
LEXISNEXIS COPLOGIC SOLUT	1030002286	06/30/2025	PD-DESK OFFICER ONLINE RE...	156815	1,018.46
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	36.98
AMAZON CAPITAL SERVICES	1VV4-4QD4-HF9C	06/30/2025	PD-DESK CHAIRS	759	364.46
AMAZON CAPITAL SERVICES	1W1J-1VJN-X737	06/30/2025	PD-DESK CONVERTER, LABELE...	759	593.71
FLOCK GROUP INC	INV-68083	06/30/2025	PD-CAMERAS/DRONES	156877	40,000.00
AMAZON CAPITAL SERVICES	1QWD-RLTH-7W9J	07/18/2025	PD-FILE CABINET, DESK, CORN...	757	1,006.67
US BANK	062325124	06/23/2025	ALEXANDER-WALMART-USB	763	19.34
US BANK	062325125	06/23/2025	ALEXANDER-EXPEDIA-HOTEL, ...	763	709.02
US BANK	062325126	06/23/2025	ALEXANDER-RESCUE ESSENTI...	763	897.00
US BANK	062325127	06/23/2025	ALEXANDER-SOUTHWEST-FLI...	763	378.96
US BANK	062325128	06/23/2025	ALEXANDER-NENA-DISPATCH ...	763	160.00
US BANK	062325129	06/23/2025	ALEXANDER-NENA-DISPATCH ...	763	160.00
US BANK	062325130	06/23/2025	ALEXANDER-RESCUE ESSENTI...	763	268.00
US BANK	062325132	06/23/2025	ALEXANDER-NENA-DISPATCH ...	763	160.00
US BANK	062325133	06/23/2025	ALEXANDER-GALLS-NEW HIRE...	763	-65.44
US BANK	062325134	06/23/2025	ALEXANDER-GALLS-NEW HIRE...	763	-174.61
US BANK	062325136	06/23/2025	ALEXANDER-NENA-DISPATCH ...	763	160.00
US BANK	062325138	06/23/2025	ALEXANDER-HILTON-HOTEL, E...	763	1,535.44
US BANK	062325165	06/23/2025	KENT-NENA-CALLER MANAG...	763	160.00
US BANK	062325166	06/23/2025	KENT-NENA-TELECOM TUNNE...	763	160.00
US BANK	062325169	06/23/2025	KENT-OPENAI-CHAT GPT SUB...	763	20.00
US BANK	062325170	06/23/2025	KENT-LLRMI-CRISIS COMMUN...	763	200.00
US BANK	06232527	06/23/2025	ROTH-CPCA-DUES	763	508.00
US BANK	06232528	06/23/2025	ROTH-BASS PRO SHOPS-POW...	763	2,252.24
AMAZON CAPITAL SERVICES	19G4-1LX2-DMR6	06/30/2025	PD-TAPE, PROTRACTOR, INK P...	776	38.91
AMAZON CAPITAL SERVICES	1RHD-PY4V-GMXM	06/30/2025	PD-CUSTOM MOUSE PADS	776	118.89
KARA ROBINSON	072025	07/25/2025	PD-REIMBURSE MEALS & PAR...	156948	287.27
AMAZON CAPITAL SERVICES	1KRT-M9CP-1PMQ	07/25/2025	PD-OFFICE CHAIRS, COMPUTE...	779	2,209.39
AMAZON CAPITAL SERVICES	1RP9-1RJD-JNNW	07/25/2025	PD-OFFICE CHAIR	779	146.79

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
AMAZON CAPITAL SERVICES	1RP9-1RJD-VGD3	07/25/2025	PD-SWIFFERS, LENS WPES	779	37.56
				Fund 712 - DISPATCH -P/S Total:	**126,357.05**
Fund: 713 - PW MAINT-I.S.					
WEX INC	105575426	06/30/2025	VARIOUS DEPTS-GAS USAGE 5...	752	3,095.10
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	158.00
IN HOUSE LEASING, INCORPO	4952	07/10/2025	COPIER LEASE-VARIOUS DEPTS..	156779	108.30
ALKAR	1547130	06/30/2025	PW-TEMP WORKER WEEK END..	156794	1,841.40
AMAZON CAPITAL SERVICES	1RWL-L91X-LXC6	06/30/2025	BLDG/PW-FOIL, STORAGE BA...	755	18.55
READYREFRESH BY NESTLE	25G2770400014	06/30/2025	PW-WATER SERVICE 6/7/25-7...	156886	159.01
ALKAR	1547178	07/18/2025	PW-TEMP WORKER WEEK END..	156839	2,008.84
CINTAS CORPORATION #2	4235668713	07/18/2025	PW-UNIFORMS & BUILDING ...	156845	33.70
CINTAS CORPORATION #2	4235668713	07/18/2025	PW-UNIFORMS & BUILDING ...	156845	525.97
AIRGAS USA, LLC	5517759957	07/18/2025	PW-CYLINDER RENTALS	156838	315.95
ENTERPRISE FLEET MANAGE...	DM0001313	07/21/2025	E-ENTERPRISE LEASES - CITY/I...	DFT0001338	6.00
US BANK	06232505	06/23/2025	ROBERTS-STARLINK-INTERNET...	763	165.00
US BANK	06232509	06/23/2025	HERROD-WALMART-COOLER ...	763	108.03
US BANK	06232510	06/23/2025	HERROD-WALMART-FOOD PR...	763	4.40
US BANK	06232511	06/23/2025	HERROD-BONFARE-ICE	763	38.94
US BANK	06232556	06/23/2025	VASQUEZ-EAGLE EYE-NAME E...	763	265.11
PG&E	07242501	06/30/2025	8851579248-4	156913	4.11
THE UPS STORE #5284	12388	06/30/2025	PW-LIVESCAN-RODRIGUEZ TO...	156921	35.00
ALKAR	1547222	07/25/2025	PW-TEMP WORKER WEEK END..	156928	1,841.40
CINTAS CORPORATION #2	4236397675	07/25/2025	PW-UNIFORMS & BUILDING ...	156934	33.70
CINTAS CORPORATION #2	4236397675	07/25/2025	PW-UNIFORMS & BUILDING ...	156934	564.62
CINTAS CORPORATION #2	4237096282	07/25/2025	PW-UNIFORMS & BUILDING ...	156934	33.70
CINTAS CORPORATION #2	4237096282	07/25/2025	PW-UNIFORMS & BUILDING ...	156934	532.99
CINTAS CORPORATION #2	5281917801	07/25/2025	CORP YARD-REPLENISH FIRST ...	156934	124.93
STERICYCLE, INC.	8011257287	07/25/2025	VARIOUS DEPTS-DISPOSABLE ...	156959	138.57
				Fund 713 - PW MAINT-I.S. Total:	**12,161.32**
Fund: 715 - LIAB INS RESERV					
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	15.80
PLAN JPA	PLAN - 0347	07/10/2025	2025/26 MEMBER CONTRIBUT..	156785	1,405,565.00
PLAN JPA	PLAN-0368	06/30/2025	GENERAL LIABILITY CLAIMS-J...	156914	115.00
KOR-IT INC	SO20388	06/30/2025	FIRE-CUSTOM BRASS WHEEL ...	156908	1,200.43
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	12.51
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	188.26
TIM PAXIN'S PACIF EXCAVATI...	071025	06/30/2025	PW-REPAIR BEACON PINTAIL...	156977	11,850.00
				Fund 715 - LIAB INS RESERV Total:	**1,418,947.00**
Fund: 750 - WRKERS COMP INS					
ATHENS INSURANCE SERVICE,	40500	07/01/2025	MONTHLY FEE-JULY 2025/AN...	747	5,173.00
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	33.18
ATHENS INSURANCE SERVICE,	130	06/30/2025	REPLENISHMENT WORKERS C...	756	16,279.56
LAWCX	LAWCX-0027-2026	07/10/2025	EXCESS WORKERS COMP PRE...	156781	250,759.00
AMAZON CAPITAL SERVICES	1PGX-CWPT-PKCR	06/30/2025	HR-EMPLOYEE WELLNESS-HA...	755	4,037.50
INDOFF INCORPORATED	8707212	06/30/2025	FIRE-STANDING DESK FOR DE...	156810	1,659.30
TAAKT AMERICA HOLDING, IN...	MK618388-TDQ	06/30/2025	ERGONOMIC DESK FOR BACK ...	156831	2,330.14
UNITED ELECTRICAL SERVICES	249	06/30/2025	INSTALLATION & SUPPLIES FO...	156925	2,215.45
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	12.51
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	188.26
				Fund 750 - WRKERS COMP INS Total:	**282,687.90**
Fund: 805 - STRONG MOTION					
DEPT OF CONSERVATION	QTR1FY2425	06/30/2025	PUBLIC FACILITEIS FEES QTR 1 ...	156904	2,143.94
DEPT OF CONSERVATION	QTR2FY2425	06/30/2025	PUBLIC FACILITIES FEES QTR 2 ...	156904	568.94
				Fund 805 - STRONG MOTION Total:	**2,712.88**
Fund: 807 - CBSC- SB1473					
CALIFORNIA BLDG STANDARDS	QTR1FY2425	06/30/2025	CA BLDG STAND FEES QTR1 FY...	156901	652.00
CALIFORNIA BLDG STANDARDS	QTR2FY2425	06/30/2025	CA BLDG STANDARDS FEES Q...	156901	319.00
				Fund 807 - CBSC- SB1473 Total:	**971.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
Fund: 810 - SOL CO FACILITY					
SOLANO COUNTY-AUDITOR/C...	FY2425	06/30/2025	PUBLIC FACILITIES FEES FY 24/...	156827	116,330.06
				Fund 810 - SOL CO FACILITY Total:	**116,330.06**
Fund: 830 - SEWR DIST TRUST					
FAIRFIELD-SUISUN SEWER DIS...	DM0001259	06/30/2025	SEWER FEES FOR JUNES 2025	DFT0001284	539,099.52
FAIRFIELD-SUISUN SEWER DIS...	DM0001287	07/10/2025	SEWER FEES FOR JUNE 2025	DFT0001312	539,099.52
				Fund 830 - SEWR DIST TRUST Total:	**1,078,199.04**
Fund: 901 - SA/ADMIN FUND					
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	162.74
AT&T	23736758	06/30/2025	707-421-7309	156870	147.72
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	4.14
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	9.87
				Fund 901 - SA/ADMIN FUND Total:	**324.47**
Fund: 902 - RDA OBLIGATION					
DEPT OF PARKS AND RECREAT	J249121B	07/10/2025	MARINA REHAB LOAN #91-10...	156777	102,740.10
DEPT OF PARKS AND RECREAT	J249121B	07/10/2025	MARINA REHAB LOAN #91-10...	156777	124,154.90
DEPT OF PARKS AND RECREAT	J2495127	07/10/2025	MARINA REHAB LOAN #94-5-...	156777	30,336.85
DEPT OF PARKS AND RECREAT	J2495127	07/10/2025	MARINA REHAB LOAN #94-5-...	156777	56,908.15
				Fund 902 - RDA OBLIGATION Total:	**314,140.00**
Fund: 903 - SA-HOUSING					
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	79.00
DAILY REPUBLIC	300153068	06/30/2025	HSG-REQUEST FOR RELEASE O...	156875	286.75
US BANK	06232560	06/23/2025	GOLTIAO-SC ASSESSOR-RDA F...	763	26.61
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	7.40
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	2.07
				Fund 903 - SA-HOUSING Total:	**401.83**
Fund: 908 - RDA ASSET MGMT					
CITY OF SUISUN CITY	0625 LHS	06/30/2025	UB LAWLER HOUSE 4/15/25-6...	156766	132.60
CITY OF SUISUN CITY	0625 UBTRN	06/30/2025	UB TRAIN STATION 4/15/25-6...	156766	879.99
PG&E	07102502	07/10/2025	5178857298-3: 5178857025, ...	156783	28.80
PG&E	07102502	07/10/2025	5178857298-3: 5178857025, ...	156783	1,343.15
PG&E	07102502	07/10/2025	5178857298-3: 5178857025, ...	156783	9.86
REPUBLIC SERVICES #846	112612916	07/18/2025	GARBAGE SVCS-177 MAIN ST	156863	373.97
				Fund 908 - RDA ASSET MGMT Total:	**2,768.37**
Fund: 909 - MARINA					
WEX INC	105575426	06/30/2025	VARIOUS DEPTS-GAS USAGE 5...	752	135.36
CITY OF SUISUN CITY	6/25 UBMAR	06/30/2025	UB MARINA 4/15/25-6/15/25	156766	4,770.96
AMAZON CAPITAL SERVICES	17W3-L4VG-PX91	06/30/2025	MARINA-KEURIG	755	87.29
AMAZON CAPITAL SERVICES	1CHQ-9QLQ-QD1K	06/30/2025	MARINA-PRESSURE WASHERS	755	261.88
AMAZON CAPITAL SERVICES	1KRT-XP11-RD6L	06/30/2025	MARINA-LIGHTS, RETINA DISP...	755	972.16
AMAZON CAPITAL SERVICES	1N7J-F3TH-MRYX	06/30/2025	MARINA-PARKING PLACARDS	755	19.63
AMAZON CAPITAL SERVICES	1Y1J-QQGF-MHYR	06/30/2025	MARINA-COFFEE & CUPS	755	125.30
MCKENZIE HARDWARE-M	363956	06/30/2025	MARINA-CLEANING SUPPLIES	156821	56.89
MCKENZIE HARDWARE-M	364074	06/30/2025	MARINA-CONTRACTOR BAGS	156821	15.27
AT&T	23736752	06/30/2025	707-421-1486	156870	30.02
AT&T	23736760	06/30/2025	707-421-7313	156870	44.53
BELLINGHAM MARINE IND INC	306794-2	06/30/2025	MARINA-ANNUAL MAINTENA...	156871	98,206.31
SUPERIOR BUILDING SERVICE	46861	06/30/2025	MARINA JANITORIAL SVCS JUN..	156892	1,060.00
REPUBLIC SERVICES #846	112612922	07/18/2025	GARBAGE SVCS-800 KELLOGG ...	156863	349.50
REPUBLIC SERVICES #846	112612923	07/18/2025	GARBAGE SVCS-703 B CIVIC C...	156863	171.40
REPUBLIC SERVICES #846	112612924	07/18/2025	GARBAGE SVCS-1200 KELLOGG..	156863	257.10
THE WANDERLUST GROUP	4927	07/18/2025	DOCKWA SERVICES-MARINA ...	156865	9,500.00
US BANK	062325145	06/23/2025	GATMEN-SIGNS.COM-BANNER..	763	103.40
US BANK	062325146	06/23/2025	GATMEN-QUEENSBORO IND-S...	763	131.01
AMAZON CAPITAL SERVICES	11MG-LTPT-KTKJ	06/30/2025	IT/PD/REC-VARIOUS SUPPLIES	776	275.72
PG&E	07252508	07/25/2025	926837134-0	156956	1,071.74
PG&E	07252509	07/25/2025	9226706470-4	156956	55.52
				Fund 909 - MARINA Total:	**117,700.99**

Vendor Name	Payable Number	Post Date	Description (Item)	Payment Number	Amount
Fund: 919 - MARINA FUEL					
BOE	DM0001288	07/17/2025	E-SALE AND USE TAX FY24/25 ...	DFT0001313	182.00
				Fund 919 - MARINA FUEL Total:	**182.00**
Fund: 932 - SECTION8 CHOICE					
CITY OF SUISUN HOUSING AU...	DM0001272	07/01/2025	TO COVER HOUSING A/P	DFT0001297	392,712.01
				Fund 932 - SECTION8 CHOICE Total:	**392,712.01**
Fund: 945 - HSG AUTH/ADMIN					
CAL PERS RETIREMENT SYSTEM	DM0001282	07/02/2025	JULY 2025 PREMIUMS	DFT0001307	197.50
FLYERS ENERGY, LLC	4292140	06/30/2025	HSG-GAS USAGE 6/15/25-6/3...	156805	9.11
TPX COMMUNICATIONS	186119603-0	06/30/2025	PHONE SERVICE PERIOD ENDI...	156895	147.92
J.J.R. ENTERPRISES, INC	4414897-CAL	06/30/2025	PRINTER USAGE-VARIOUS DE...	156880	110.11
NAN MCKAY & ASSOCIATES	INV298827	06/30/2025	HSG-PIH ALERT SUBSCRIPTION	156911	419.00
FLYERS ENERGY, LLC	4309921	07/25/2025	HSG & FIRE-GAS USAGE 7/1/2...	156941	60.70
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	2.48
VERIZON WIRELESS	6118151482	07/25/2025	ADMIN-MOBILE SVC 6/11/25-...	156961	2.07
VERIZON WIRELESS	6118151485	07/25/2025	HOUSING-MOBILE SVC 6/11/2...	156961	1.11
				Fund 945 - HSG AUTH/ADMIN Total:	**950.00**
				Grand Total:	**6,231,347.62**

Report Summary

Fund Summary

Fund	Payment Amount
010 - GENERAL FUND	1,065,255.11
018 - GF CA Forever	50,134.50
050 - 4TH OF JULY EVENTS	22,713.40
051 - CHRISTMAS EVENT	871.57
052 - EVENTS-OTHERS	12,296.12
053 - FIREWORKS-ENF	9,552.33
105 - ALL GAS TAXES	4,976.78
115 - TRANS.CIP FUNDS	419,062.66
117 - TRAIN DEPOT O&M	2,184.23
120 - OSSIP	4,365.00
129 - SB1383-ORGANIC	6,390.00
130 - REFUSE/AB939	45,624.53
142 - BOATING SAFETY	610.39
167 - ARP-AMER RESCUE	16,549.19
171 - PROP 49 GRANT	2,368.72
185 - SEWER MAINTENANCE	12,385.69
187 - RPM GRANTS	4,501.53
189 - Prop.64 Grant -State	3,464.76
190 - DRAINAGE MAINT	35.00
203 - SUN RIDGE SYSTS	60,342.00
302 - Park Improvements	1,263.15
310 - FIRE FACILITY	3,450.00
312 - POLICE FACILITY	871.38
314 - MUNI VEH/EQUIP	21,390.13
420 - LAWLER-MAINT	18,274.03
422 - MARINA VILL MAD	12.27
425 - BLOSSOM MAD	850.84
430 - HERITAGE MAD	18,725.65
435 - MTBELLO-MAINT	8,510.69
445 - PETERSON-MAINT	20,474.68
446 - PETERSON-CFD	829.50
448 - RAILROAD AVE-AD	312.89
453 - VIC.HAR.ZONE-A	2,693.05
454 - VIC.HAR.ZONE-B	1,087.79
455 - VIC.HAR.ZONE-C	6,327.64
458 - VIC HAR-ZONE E	5,726.73
459 - VIC HAR-ZONE F	12.27
460 - HWY12 LANDSCAPE	570.00
464 - MCCOY CREEK PAD	160.81
465 - AMBERWOOD TZ1	118.57
470 - CFD-5 Tax Zone1	1,317.00
506 - SSWA CONNECTION	17,867.77
507 - SSWA OPER FUND	405,432.99
510 - SSWA REPLACEMEN	2,491.63
512 - 2019 BOND PROCE	1,333.33
705 - VEH/EQUIP-MAINT	2,325.93
706 - VEH/EQU-RPLCMT	39,495.25
710 - NETWORK MAINT.	38,192.22
712 - DISPATCH -P/S	126,357.05
713 - PW MAINT-I.S.	12,161.32
715 - LIAB INS RESERV	1,418,947.00
750 - WRKERS COMP INS	282,687.90
805 - STRONG MOTION	2,712.88
807 - CBSC- SB1473	971.00
810 - SOL CO FACILITY	116,330.06
830 - SEWR DIST TRUST	1,078,199.04
901 - SA/ADMIN FUND	324.47

Fund Summary

Fund		Payment Amount
902 - RDA OBLIGATION		314,140.00
903 - SA-HOUSING		401.83
908 - RDA ASSET MGMT		2,768.37
909 - MARINA		117,700.99
919 - MARINA FUEL		182.00
932 - SECTION8 CHOICE		392,712.01
945 - HSG AUTH/ADMIN		950.00
	Grand Total:	**6,231,347.62**

Account Summary

Account Number	Account Name	Payment Amount
010-01142	PREPAID COPIER EXPEN…	4,013.25
010-04402	FICA/MEDICARE TAX PA…	16,992.30
010-04403	FED WITHHOLDING TAX…	64,694.63
010-04404	STATE WITHHOLDINGS …	25,955.02
010-04405	ICMA DEFERRED COMP…	29,084.88
010-04408	PAYROLL GARNISHMENT…	1,516.15
010-04409	SEIU UNION ASSOC DUES..	716.52
010-04410	POLICE OFFICERS ASSOC…	1,780.00
010-04413	PERS RETIRMNT & SURV…	217,471.84
010-04417	STATE DISABILITY INSUR…	4,695.66
010-04422	PARS	1,749.90
010-04423	FIRE UNION DUES	1,320.02
010-04425	SCMPEA DUES	192.00
010-04427	401A Liability Account	1,492.00
010-04449	FSA SECTION 125 PLAN …	1,393.32
010-04453	Voluntary Life Insurance…	1,735.15
010-04455	DENTAL-VISION	13,546.00
010-04456	PERS HEALTH BENEFITS …	185,183.65
010-04459	BUILDING BLOCKS-CAFE…	6,762.84
010-04464	MYERS STEVENS & CO-P…	3,801.00
010-04491	DAMAGE DEP-REC & SR …	3,254.00
010-04498	SUSPENSE ACCOUNT	4,859.27
010-04673	SS LOGISTICS CENTER	3,357.50
010-04683	HWY12-PENNSYLVANIA-…	3,802.50
010-1010-90501	TRAVEL TRAINING	3,600.13
010-1010-91300	Office Supplies	702.69
010-1010-91310	Phone Svc/Intrn	264.00
010-1020-91305	Sftwre/Srv Agre	61,393.40
010-1020-91310	Phone Svc/Intrn	36.98
010-1030-90322	CAL PERS RETIREE	158.00
010-1710-90322	Retiree Health	107.44
010-1710-90501	TRAVEL TRAINING	1,552.92
010-1710-91140	Othr Prof. Srvc	2,275.00
010-1710-91310	Phone Svc/Intrn	214.16
010-1710-91325	Prntng/Copy Exp	150.34
010-1710-93330	Mktg & Promos	19,000.00
010-1750-90322	Retiree Health	12.64
010-1750-90500	PHY/BACKGROUNDS	67.00
010-1750-90501	TRAVEL TRAINING	339.37
010-1750-91305	Sftwre/Srv Agre	827.88
010-1750-91310	Phone Svc/Intrn	86.47
010-1750-91435	Field Supplies	84.57
010-1750-93105	E-GADGETS OTHER	188.32
010-1750-93220	Membership/Dues	100.00
010-1810-90322	Retiree Health	94.80
010-1810-91305	Sftwre/Srv Agre	13,000.00
010-1810-91310	Phone Svc/Intrn	6.20
010-1815-91140	Othr Prof. Srvc	3,318.60

Account Summary

Account Number	Account Name	Payment Amount
010-1815-91310	Phone Svc/Intrn	2.07
010-1820-90322	Retiree Health	399.74
010-1820-91130	Financial Audit	39,258.97
010-1820-91300	Office Supplies	19.95
010-1820-91305	Sftwre/Srv Agre	835.72
010-1820-91310	Phone Svc/Intrn	178.94
010-1820-91325	Prntng/Copy Exp	16.91
010-1820-91435	Field Supplies	27.79
010-1830-90322	Retiree Health	197.50
010-1830-91305	Sftwre/Srv Agre	887.71
010-1830-91310	Phone Svc/Intrn	367.07
010-1830-91320	Postage	3,464.18
010-1830-91325	Prntng/Copy Exp	125.55
010-1830-91350	Bank Fees/Chgs.	19,384.46
010-1830-91431	Othr Cntrct Svc	583.17
010-1830-91435	Field Supplies	18.52
010-1910-91110	Legal Services	72,582.69
010-1910-91140	Othr Prof. Srvc	71.50
010-1910-91325	Prntng/Copy Exp	321.00
010-1910-91355	Admin Fee	978.00
010-1910-91435	Field Supplies	817.99
010-1910-93330	Mktg & Promos	6,303.75
010-2310-90322	Retiree Health	316.00
010-2310-90501	TRAVEL TRAINING	70.00
010-2310-91300	Office Supplies	687.67
010-2310-91305	Sftwre/Srv Agre	5,510.88
010-2310-91310	Phone Svc/Intrn	2,161.30
010-2310-91320	Postage	77.78
010-2310-91325	Prntng/Copy Exp	1,589.97
010-2310-91330	Advertising	251.88
010-2310-91395	Misc Office Exp	284.90
010-2310-91431	Othr Cntrct Svc	3,999.00
010-2310-91435	Field Supplies	2,751.64
010-2310-91445	Gas/Diesel/Oil	11,293.90
010-2310-91525	Water/Sewer Chg	272.76
010-2326-90322	Retiree Health	158.00
010-2326-91310	Phone Svc/Intrn	194.28
010-2326-91445	Gas/Diesel/Oil	83.22
010-2350-90310	PERS Retirement	1,664.60
010-2350-90322	Retiree Health	632.00
010-2350-90500	PHY/BACKGROUNDS	4,127.00
010-2350-90501	TRAVEL TRAINING	3,744.27
010-2350-91140	Othr Prof. Srvc	9,968.47
010-2350-91230	Reimb/Othr Govt	8,695.29
010-2350-91300	Office Supplies	274.60
010-2350-91310	Phone Svc/Intrn	295.83
010-2350-91350	Bank Fees/Chgs.	251.54
010-2350-91430	Cntrct Svc/Eqpt	2,940.00
010-2350-91435	Field Supplies	647.75
010-2350-91440	Auto Parts/Supp	1,150.25
010-2350-91455	Unif/Cloth/Sfty	939.59
010-2350-93120	Field Equipment	2,992.33
010-2350-93215	POST Training	1,215.44
010-2600-91310	Phone Svc/Intrn	410.77
010-2600-91325	Prntng/Copy Exp	1,021.69
010-2600-91415	Cntrct Svc/Bldg	164.02
010-2600-91455	Unif/Cloth/Sfty	125.68
010-2610-90322	Retiree Health	316.00

Account Summary

Account Number	Account Name	Payment Amount
010-2610-90324	Vol. FF Benefit	237.20
010-2610-90501	TRAVEL TRAINING	2,452.49
010-2610-91305	Sftwre/Srv Agre	2,262.76
010-2610-91310	Phone Svc/Intrn	409.64
010-2610-91320	Postage	23.28
010-2610-91430	Cntrct Svc/Eqpt	12,743.63
010-2610-91435	Field Supplies	4,550.80
010-2610-91440	Auto Parts/Supp	170.73
010-2610-91445	Gas/Diesel/Oil	3,319.08
010-2610-91455	Unif/Cloth/Sfty	2,299.00
010-2610-91525	Water/Sewer Chg	212.97
010-2610-93140	Major Fac Reprs	1,649.34
010-2620-90501	TRAVEL TRAINING	-140.00
010-2620-91305	Sftwre/Srv Agre	119.99
010-2620-91350	Bank Fees/Chgs.	32.01
010-2620-91435	Field Supplies	321.26
010-3310-73210	Bldg Permit Fee	67.00
010-3310-77110	Admin. Fee	-97.10
010-3310-90125	Temp Agency	3,095.38
010-3310-90322	Retiree Health	15.80
010-3310-91140	Othr Prof. Srvc	17,061.21
010-3310-91310	Phone Svc/Intrn	135.93
010-3310-91445	Gas/Diesel/Oil	140.35
010-3350-91310	Phone Svc/Intrn	78.34
010-3350-91415	Cntrct Svc/Bldg	1,373.00
010-3350-91425	Cntrct Svc/Jant	7,667.14
010-3350-91430	Cntrct Svc/Eqpt	202.12
010-3350-91431	Othr Cntrct Svc	26,575.00
010-3350-91435	Field Supplies	2,046.95
010-3350-91510	PG&E/Gas & Elec	298.44
010-3350-91520	Garbage Fees	299.14
010-3350-91525	Water/Sewer Chg	272.75
010-3357-91435	STA Bldg Maint-Field Su…	7.62
010-3363-90160	Salary Transfrs	210.00
010-3363-91431	Othr Cntrct Svc	1,276.00
010-3363-91520	Garbage Fees	5,484.58
010-3410-90322	Retiree Health	173.80
010-3410-90500	PHY/BACKGROUNDS	102.00
010-3410-91305	Sftwre/Srv Agre	199.95
010-3410-91310	Phone Svc/Intrn	199.39
010-3415-90501	TRAVEL TRAINING	756.68
010-3415-91310	-Phone Svc/Intrn	36.98
010-3415-92310	Vehicle Equipment Char…	60.00
010-3505-90322	Retiree Health	86.90
010-3505-91310	Phone Svc/Intrn	85.73
010-3505-91465	Leases/Rentals	200.00
010-6005-90322	Retiree Health	14.22
010-6007-90322	Retiree Health	31.60
010-6007-91310	Phone Svc/Intrn	36.97
010-6010-90160	Salary Transfrs	-210.00
010-6010-90322	Retiree Health	12.64
010-6010-91300	Office Supplies	82.26
010-6010-91310	Phone Svc/Intrn	36.97
010-6010-91325	Prntng/Copy Exp	5.80
010-6330-91420	Cntrct Svc/Grnd	2,550.00
010-6330-91435	Field Supplies	1,668.36
010-6330-91525	Water/Sewer Chg	13,098.97
010-8610-90500	PHY/BACKGROUNDS	966.00

Account Summary

Account Number	Account Name	Payment Amount
010-8610-91140	Othr Prof. Srvc	4,735.00
010-8610-91300	Office Supplies	309.05
010-8610-91310	Phone Svc/Intrn	503.30
010-8610-91325	Prntng/Copy Exp	654.69
010-8610-91350	Bank Fees/Chgs.	40.28
010-8610-91445	Gas/Diesel/Oil	214.45
010-8615-91435	Field Supplies	378.33
010-8617-91435	Field Supplies	223.28
010-8618-91435	Field Supplies	332.74
010-8670-91435	Field Supplies	1,456.83
010-8680-91140	Othr Prof. Srvc	327.78
010-8680-91435	Field Supplies	3,985.84
010-8680-91525	Water/Sewer Chg	1,340.79
010-8680-96415	VEHICLE EQUIPMENT	3,232.49
010-8732-91525	Water/Sewer Chg	940.83
010-8750-75220	Room Rentls/Rec	90.00
010-8750-91415	Cntrct Svc/Bldg	140.00
010-8750-91435	Field Supplies	1,357.31
010-8750-91525	Water/Sewer Chg	420.33
010-8760-90501	TRAVEL TRAINING	515.00
010-8760-91300	Office Supplies	15.88
010-8760-91310	Phone Svc/Intrn	85.92
010-8760-91435	Field Supplies	1,320.06
010-8760-91525	Water/Sewer Chg	492.09
018-3528-91110	CA Forever-Legal Services	13,392.50
018-3528-91140	CA Forever-Other Profes…	36,742.00
050-8815-91140	Othr Prof. Srvc	20,214.07
050-8815-91330	Advertising	1,070.00
050-8815-91435	Field Supplies	531.52
050-8815-91465	Leases/Rentals	897.81
051-8816-91435	Field Supplies	871.57
052-8817-91140	Othr Prof. Srvc	11,125.00
052-8817-91330	Advertising	475.00
052-8817-91431	Othr Cntrct Svc	550.00
052-8817-91435	Field Supplies	146.12
053-8819-91435	Field Supplies	1,453.58
053-8819-91465	Leases/Rentals	3,863.75
053-8819-93330	Mktg & Promos	4,235.00
105-6320-90322	Retiree Health	31.60
105-6320-91310	Phone Svc/Intrn	36.98
105-6320-91435	Field Supplies	1,066.12
105-6320-91515	PG&E/St Lights	534.15
105-6320-93220	Membership/Dues	3,307.93
115-04599	RETENTION-SHORT CON…	-16,846.57
115-9900-96310	CIP	89,403.66
115-9903-96210	Capital Design	9,379.72
115-9903-96310	CIP	336,931.35
115-9998-96315	CIP/In-hse Labr	194.50
117-3355-91415	Cntrct Svc/Bldg	282.00
117-3355-91425	Cntrct Svc/Jant	138.57
117-3355-91431	Othr Cntrct Svc	1,366.31
117-3355-91435	Field Supplies	397.35
120-6515-91435	OSSIP-Field Supplies	4,365.00
129-6029-91330	Advertising	6,390.00
130-6030-91431	Othr Cntrct Svc	8,984.00
130-6030-91435	Field Supplies	36,640.53
142-2405-76230	Btng Sfty Grant	524.68
142-2405-91430	Cntrct Svc/Eqpt	85.71

Account Summary

Account Number	Account Name	Payment Amount
167-04599	Retention-Swierstock En…	-334.96
167-1817-91140	Professional Services	8,517.50
167-1917-96440	ERP SYSTEM	1,667.50
167-2627-96310	CIP	6,699.15
171-8650-91435	Field Supplies	2,368.72
185-6310-90322	Retiree Health	15.80
185-6310-91310	Phone Svc/Intrn	36.97
185-6310-91435	Field Supplies	12,332.92
187-8675-91435	NRPA Grant-Field Suppli…	731.96
187-8677-91435	Feild Supplies-Mayor's G…	3,769.57
189-8659-91140	Othr Prof. Srvc	2,194.35
189-8659-91435	Field Supplies	1,270.41
190-6315-90322	Retiree Health	7.90
190-6315-91510	PG&E/Gas & Elec	27.10
203-7503-94110	Principal Pymnt	53,893.59
203-7503-94210	Interest Exp	6,448.41
302-9919-96210	Capital Design	1,263.15
310-9988-93310	Prof.Studies	3,450.00
312-9992-93121	Field Equip >5k	871.38
314-9991-93130	Comptr Eq/Softw	21,390.13
420-6425-91420	Cntrct Svc/Grnd	1,648.00
420-6425-91435	Field Supplies	12.28
420-6425-91515	PG&E/St Lights	873.85
420-6425-91525	Water/Sewer Chg	15,739.90
422-6423-91435	Field Supplies	12.27
425-6430-91435	Field Supplies	12.27
425-6430-91515	PG&E/St Lights	66.39
425-6430-91525	Water/Sewer Chg	772.18
430-6435-91435	Field Supplies	715.89
430-6435-91515	PG&E/St Lights	137.52
430-6435-91525	Water/Sewer Chg	17,872.24
435-6440-91435	Field Supplies	12.27
435-6440-91515	PG&E/St Lights	2,606.95
435-6440-91525	Water/Sewer Chg	5,891.47
445-6445-91431	Othr Cntrct Svc	1,750.00
445-6445-91435	Field Supplies	12.27
445-6445-91515	PG&E/St Lights	1,529.57
445-6445-91525	Water/Sewer Chg	17,182.84
446-6446-91357	Prop Tx Adm Fee	829.50
448-6456-91435	Field Supplies	12.27
448-6456-91525	Water/Sewer Chg	300.62
453-6453-91431	Othr Cntrct Svc	1,275.00
453-6453-91435	Field Supplies	12.27
453-6453-91525	Water/Sewer Chg	1,405.78
454-6454-91431	Othr Cntrct Svc	637.50
454-6454-91435	Field Supplies	12.27
454-6454-91525	Water/Sewer Chg	438.02
455-6455-91435	Field Supplies	97.37
455-6455-91510	PG&E/Gas & Elec	733.93
455-6455-91515	PG&E/St Lights	10.84
455-6455-91525	Water/Sewer Chg	5,485.50
458-6458-91431	Othr Cntrct Svc	637.50
458-6458-91435	Field Supplies	12.27
458-6458-91525	Water/Sewer Chg	5,076.96
459-6459-91435	Field Supplies	12.27
460-6326-91431	Othr Cntrct Svc	570.00
464-6464-91435	Field Supplies	160.81
465-6465-91525	Water/Sewer Chg	118.57

Account Summary

Account Number	Account Name	Payment Amount
470-6470-91357	CFD#5-Property Tax Adm..	1,317.00
506-5098-91140	Othr Prof. Srvc	187.82
506-5318-96310	Harbor Park/Whispering…	17,679.95
507-5076-91110	Legal Services	14,464.90
507-5076-91140	Othr Prof. Srvc	5,250.00
507-5078-91140	Othr Prof. Srvc	16,838.56
507-5078-91510	PG&E/Gas & Elec	25.46
507-5080-91140	Othr Prof. Srvc	162,933.04
507-5081-91140	Othr Prof. Srvc	31,337.04
507-5082-91140	Othr Prof. Srvc	174,583.99
510-5206-96410	Cip Furnishings - Cwhtp …	1,131.00
510-5231-96310	CIP-CHWTP New Entran…	281.73
510-5256-96310	CIP-Large Meter Replac…	1,078.90
512-5425-96310	CIP-Cement Hill Tank 2A…	1,333.33
705-6380-91430	Cntrct Svc/Eqpt	523.85
705-6380-91435	Field Supplies	25.00
705-6380-91440	Auto Parts/Supp	1,149.53
705-6380-91445	Gas/Diesel/Oil	627.55
706-6385-91308	VEHICLE LEASE	39,495.25
710-3320-90322	Retiree Health	47.40
710-3320-91300	Office Supplies	1,375.15
710-3320-91305	Sftwre/Srv Agre	32,604.28
710-3320-91307	COMPUTER LEASE	716.35
710-3320-91310	Phone Svc/Intrn	1,165.95
710-3320-91435	Field Supplies	1,375.14
710-3320-93130	Comptr Eq/Softw	907.95
712-2312-90322	Retiree Health	158.00
712-2312-90501	TRAVEL TRAINING	12,541.46
712-2312-91305	Sftwre/Srv Agre	106,352.09
712-2312-91310	ISF Dispatch-Phone Servi…	36.98
712-2312-91455	Unif/Cloth/Sfty	-240.05
712-2312-93110	Ofc Furnishings	4,439.91
712-2312-93120	Field Equipment	2,560.66
712-2312-93220	Membership/Dues	508.00
713-6395-90125	Temp Agency	5,691.64
713-6395-90322	Retiree Health	158.00
713-6395-90500	PHY/BACKGROUNDS	35.00
713-6395-91300	Office Supplies	265.11
713-6395-91310	Phone Svc/Intrn	165.00
713-6395-91325	Prntng/Copy Exp	108.30
713-6395-91415	Cntrct Svc/Bldg	101.10
713-6395-91425	Cntrct Svc/Jant	138.57
713-6395-91435	Field Supplies	644.88
713-6395-91440	Auto Parts/Supp	6.00
713-6395-91445	Gas/Diesel/Oil	3,095.10
713-6395-91455	Unif/Cloth/Sfty	1,748.51
713-6395-91510	PG&E/Gas & Elec	4.11
715-1770-90322	Retiree Health	15.80
715-1770-91310	Phone Svc/Intrn	12.51
715-1770-91345	Insurance Exp.	1,405,565.00
715-1770-91431	Othr Cntrct Svc	13,050.43
715-1770-91925	Ins Prcd/Paymts	115.00
715-1770-93105	E-GADGETS OTHER	188.26
750-1780-90322	Retiree Health	33.18
750-1780-90355	WELLNESS- W/C	6,252.95
750-1780-91140	Othr Prof. Srvc	5,173.00
750-1780-91310	Phone Svc/Intrn	12.51
750-1780-91345	Insurance Exp.	250,759.00

Account Summary

Account Number	Account Name	Payment Amount
750-1780-91925	Ins Prcd/Paymts	16,279.56
750-1780-93105	E-GADGETS OTHER	188.26
750-1780-93110	Ofc Furnishings	3,989.44
805-4805-91250	REMIT TO AGENCY	2,712.88
807-4807-91250	Remit to Agency	971.00
810-4810-91250	REMIT TO AGENCY	116,330.06
830-4830-91250	REMIT TO AGENCY	1,078,199.04
901-3511-90322	Retiree Health	162.74
901-3511-91310	Phone Svc/Intrn	161.73
902-05547	LOANS PAYABLE-MARIN...	133,076.95
902-7509-94210	Interest Exp	181,063.05
903-3514-90322	Retiree Health	79.00
903-3514-91310	Phone Svc/Intrn	9.47
903-3514-91330	Advertising	286.75
903-3514-91360	Govt Permit/Tax	26.61
908-3361-91510	PG&E/Gas & Elec	1,371.95
908-3361-91520	Garbage Fees	373.97
908-3361-91525	Water/Sewer Chg	879.99
908-3362-91510	PG&E/Gas & Elec	9.86
908-3362-91525	Water/Sewer Chg	132.60
909-8910-91300	Office Supplies	488.31
909-8910-91305	Sftwre/Srv Agre	9,500.00
909-8910-91310	Phone Svc/Intrn	74.55
909-8910-91330	Advertising	123.03
909-8910-91425	Cntrct Svc/Jant	1,060.00
909-8910-91435	Field Supplies	334.04
909-8910-91445	Gas/Diesel/Oil	135.36
909-8910-91455	Unif/Cloth/Sfty	131.01
909-8910-91510	PG&E/Gas & Elec	1,127.26
909-8910-91520	Garbage Fees	778.00
909-8910-91525	Water/Sewer Chg	4,770.96
909-8910-93120	Field Equipment	972.16
909-9983-96310	CIP	98,206.31
919-04476	SALES TAX PAYABLE-STA...	182.00
932-01001	HOUSING AUTH.--BANK ...	392,712.01
945-3490-90322	Retiree Health	197.50
945-3490-91310	Phone Svc/Intrn	153.58
945-3490-91325	Prntng/Copy Exp	110.11
945-3490-91431	Othr Cntrct Svc	419.00
945-3490-91445	Gas/Diesel/Oil	69.81
	Grand Total:	**6,231,347.62**

Project Account Summary

Project Account Key		Payment Amount
None		6,231,347.62
	Grand Total:	**6,231,347.62**

AGENDA ITEM NO. 13.

AGENDA TRANSMITTAL

MEETING DATE: August 19, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-__: Approving Planned Unit Development Application No. PLN-00003 and Site Plan/Architectural Review Application No. PLN-00004 for a Twenty-Unit Multi-Family Residential Project at 400 Main Street (Assessor Parcel Number (APN) 0032-091-220) (Continued from July 15, 2025).

FISCAL IMPACT: The project is anticipated to contribute approximately $15,500 in Community Facility District taxes annually and would increase the property tax base. However, the overall contribution would be dependent on project specifics.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The Project is a continuance from the July 15, 2025, City Council meeting. For background and details on the Project, please refer to the staff report from that Council meeting, included as **Attachment 1, Staff Report (07-15-25).**

This report focuses solely on the issues raised by the public and members of the City Council at the July 15, 2025, meeting. Clarifying information from Staff may be provided in this report; however, such information does not materially change what was considered, and ultimately recommended for approval, by the Planning Commission at their June 11, 2025, and therefore, would not need to be reconsidered by Planning Commission, would any of the clarifying information substantially alter the Project necessitating additional review under the California Environmental Quality Act (CEQA).

Good Neighbor Meeting

In addition to the required Good Neighbor Meeting on Monday, April 14, 2025, the Applicant voluntarily held an additional neighborhood meeting Wednesday, August 6, 2025, following the July 15, 2025, City Council hearing. This meeting was noticed by the Applicant via mailers on July 30, 2025, and was posted on the City's Facebook site.

According to the Applicant, the recent neighborhood meeting was attended by twelve (12) members of the community and raised issues such as cost of rent, reducing the number of units, and other disparaging remarks indicating that the project, in general, "won't work." In addition, the Applicant indicated some positive remarks, including one attendee stating his disappointment with the lack of growth.

While issues were raised regarding cost of rent, and general comments indicating the project wouldn't work, these are all issues outside of the purview of the City Council, and therefore, a decision on the proposed Project cannot be based as a whole or in part on rental prices, or the overall viability or feasibility of the Project. As stated throughout the July 15, 2025, City Council Staff Report, as well as this Staff Report, Council's purview, and to some degree decision-making authority is severely limited by State laws when a proposed residential infill development near a transit hub is proposed.

City Council Public Hearing July 15, 2025
Following the June 11, 2025, Planning Commission hearing resulting in a recommendation for approval, with additional conditions, City Council considered the Project on July 15, 2025. During the hearing, Council raised the following issues, which will be addressed in this staff report:

- Parking;
- Quality of life of residents;
- Fencing of the property;
- Timing of project during an update to the Waterfront District Specific Plan; and
- Paint color and/or design.

STAFF REPORT: The following addresses the concerns raised by Council and the public stemming from the July 15, 2025, Council hearing on the Project.

Parking
As originally stated in the July 15, 2025, Staff Report related to the Project, Assembly Bill 2097 (AB2097) generally prohibits imposing minimum parking requirements on most development projects located within one-half mile of a major transit stop. This law, which took effect January 1, 2023, applies to residential, commercial, and mixed-use developments, aiming to encourage transit-oriented development and reduce reliance on single-occupancy vehicles. By eliminating parking minimums near transit hubs, AB 2097 aims to: (1) reduce housing costs by allowing developers to build projects without the added expense of constructing parking spaces; (2) encourage the use of public transportation and reduce greenhouse gas emissions; and (3) promote denser, more walkable communities. This law is part of California's broader efforts to address housing affordability and environmental sustainability by reforming land use and transportation policies.

The Project site is located within one-half mile of the transit hub located at 177 Main Street, which serves Amtrak, Capitol Corridor, Solano County Transit, and Napa Valley Transportation Authority. Further, the Metropolitan Transportation Commission (MTC), which is the regional transportation agency, designates the hub as a "major transit stop".

As it relates to minimum parking, the City may not impose, condition, or otherwise require a minimum specified number of parking spaces for the Project pursuant AB2097. To the extent that the greater Suisun Waterfront District may or may not need additional studying of parking capacity would be outside of the purview of the proposed Project. Therefore, the City would not be able to consider the perceived inadequacies of parking as a basis for consideration of the Project and to do so would be counter to the provisions of AB2097 and the State's mandates for additional infill housing development.

Quality of Life
During the July 15, 2025, "quality of life" primarily attributed to proximity of the Project to an area of regularly scheduled public events, was brought up. While events are frequently held in the immediate vicinity of the Project, the typical standards would apply to the Project that apply to any other Project throughout the City as it relates to noise and disturbance. While the Project would be near activities, such as festivals, music, markets, and holiday events, the Applicant would include disclosures to prospective tenants indicating the frequency of events. A condition of approval has been added to ensure that appropriate disclosures are included in so that tenants are aware of regularly scheduled events that may cause elevated periods of noise, and light.

Infill housing near activity is a common occurrence all over the world and could easily increase or

enhance ones "quality of life" just as easily as could be viewed as a negative. While living in or near a downtown area where noise and light is often increased beyond what might be found in a typical suburb, it provides a different type of housing variety to Suisun in providing housing that has views of the water, walkable to restaurants and services, and close to major highways.

Further, the Suisun Municipal Code establishes specific findings that shall be made by each entitlement. These findings are the basis for approval and/or denial of Project and basing a decision outside of the confines of those findings, such as quality of life and/or parking constraints, could run afoul of the Government Code.

As outlined in the July 15, 2025 staff report, the above findings could be made; therefore, Staff and the Planning Commission recommended that Council approve the Project, subject to conditions of approval. The findings required for the Project do not speak to a quality of life per se, and moreover, would be speculative to make assumptions regarding quality of life of future tenants, especially when high density development, including near waterways, is common in many other communities that have waterfront development.

Therefore, while a quality of life as a broad discussion topic is acceptable, basing a decision on speculative quality of life concerns beyond the required findings above would be outside of the purview of what's legally required in Council's decision-making authority for the proposed Project.

Fencing
At the July 15, 2025, Council hearing, a question or concern was raised regarding the potential fencing of the property. However, to achieve the maximum number of units and based on the proposed Project's site plan, the structure is proposed at a zero-lot line, which means there are no setbacks or areas that could be fenced. Although the plans show porches/patios entering the ground-floor units, elevations indicate they aren't fully enclosed and, if approved, would need to be constructed per the plans. However, to ensure that the property is not otherwise fenced as part of the Project, a condition of approval has been added.

Therefore, because the Project would be constructed based on what is proposed, including conditions of approval, fencing of the property would no longer be a concern.

Timing of Project
A question regarding the timing of the Project was raised and whether it was appropriate to consider the Project during an update to the Waterfront District Specific Plan. Absent of a moratorium or other legal mechanism to lawfully suspend the processing of development applications, to do so would be unlawful. Although the Waterfront District Specific Plan was contemplated, that in and of itself would not be a basis for suspending action on the proposed Project. As such, the existing adopted Specific Plan, including amendments, would continue governing development within its area.

Therefore, the Project application cannot be suspended or halted based on a desire to update to the Specific Plan.

Paint Color & Design
Several recent State laws, including the Housing Accountability Act, Government Code Section 65589.5; Government Code Section 65852.21 added by Senate Bill 9 (SB 9), which requires ministerial approval of two-unit developments; Accessory Dwelling Unit (ADU) law; and Density Bonus law require that cities apply objective standards to residential projects (including mixed-use projects for which 2/3 of the square footage is dedicated to residential use) and establish that a local agency cannot

disapprove a project that complies with applicable objective General Plan and zoning standards, including design review standards, unless it makes certain findings related to adverse impacts on public health or safety.

Government Code Section 65589.5 also prohibits cities from imposing conditions on affordable housing projects in a manner that render the project infeasible for affordable housing development, including through the use of design review standards, unless it makes certain written findings.

Objective design standards are defined by Government Code Sections 65589.5, 65913.4 and 66300(a)(7) as standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official before submittal.

Although the Project is not anticipated to be deed-restricted affordable, it is a housing project defined under the Housing Accountability Act, which requires applying only objective design standards as defined above. Therefore, a city's ability to regulate or impose design standards, absent of adopted objective design standards, is severely limited. However, the Applicant has agreed and is willing to work Staff on exploring other paint schemes prior to finalizing plans. Staff has included a condition of approval to reflect the Applicant's willingness to voluntarily explore other color schemes that would better complement the Waterfront District.

2035 General Plan Consistency

It's important to underscore that the Project meets and/or exceeds many of the goals, and policies, of the 2035 General Plan (General Plan); thereby, helping to advance the broader vision of the City by providing much needed infill housing, and addressing the housing crisis. The General Plan identifies several guiding principals, goals, and policies to which the Project achieves, including the ones identified below.

As shown, the Project conforms to many of the goals and policies identified in the 2035 General Plan by providing infill housing at the waterfront, and near the train depot. Although the Project would not include parking, several of the policies encourage and prescribe the City to reduce or waive parking to advance housing goals and foster infill residential development.

Therefore, the Project would comply with the General Plan in that it achieves the goals and policies shown below and would add much needed housing to the City.

<u>Guiding Principles</u>

- Focus higher density development and mixed-use projects in areas adjacent to the train/intermodal depot.
- Strategically develop the Priority Development Area to provide convenient, attractive housing, shopping, services, and employment in the Downtown neighborhood.
- Strategically develop vacant, under-utilized, and infill land throughout the City, and especially in Downtown.
- Foster transit-oriented development around the train/intermodal depot.
- Utilize sustainable development and land use practices that provide for today's residents and businesses while preserving choices for the community in the future.

<u>Community, Character, and Design Element</u>

- Policy CCD-1.13: The City will maintain and enhance a strong pedestrian orientation in the Downtown Waterfront Specific Plan Area through the design of buildings, streets, and sidewalks.

- Policy CCD-4.3: New developments shall provide direct access routes to buildings from sidewalks and parking areas for pedestrians and bicyclists.
- Policy CCD-7.2: New developments should front onto adjacent parks and open space, or provide windows, outdoor seating areas or other orientation to these features.

Land Use Element

- Objective LU-1: Allow incremental change in Suisun City's neighborhoods that accommodates demographic shifts and meets evolving resident needs.
- Policy LU-1.1: The City will encourage reinvestment in existing buildings and development of vacant and underutilized properties within existing neighborhoods.
- Policy LU-1.3: The City will guide land use change so that public gathering places, commercial services, recreational or other civic uses, and cultural destinations are within walking or biking distance, or accessible via public transit to as many Suisun City residents as feasible.
- Objective LU-2: Increase commercial, visitor, and residential activity, including 1,200 new dwelling units within the City's Priority Development Area by 2035.
- Policy LU-2.2: The City will encourage business and personal services, government and other civic uses, professional offices, and high-density residential uses to locate within the Priority Development Area.
- Policy LU-2.3: The City will accommodate transit-oriented, mixed-use, residential and employment development within the City's Priority Development Area between present and 2035.
- Policy LU-4.1: The City will support the provision of facilities, services, or infrastructure only in areas that are planned for development. The City will not induce growth by supporting the provision of services or infrastructure in areas that are not planned for development under the General Plan
- Policy LU-4.6: The City will maintain development and infrastructure standards that promote infill development and allow lot consolidation for redevelopment, where necessary.
- Policy LU-4.7: The City will support specific plans, redevelopment plans, corridor plans, and other small area plans that promote infill development and reinvestment.

Transportation Element

- Policy T-6.11: The City will support transit-oriented development by reducing parking requirements and requiring improvements designed to encourage transit use in Transit Support Areas. Transit Support Areas include areas within ¼ mile walking distance of bus stops and the train depot.
- Objective T-7: Reduce the proportion of parking spaces that are unused during the daytime, evenings, or weekends.
- Policy T-7.2: The City will prioritize on-street parking, shared parking, and, where appropriate, public parking garages to meet parking needs for destination land uses and reduce the need for surface parking.
- Policy T-7.3: New developments should optimize and make use of on-street parking spaces prior to proposing additional surface parking.
- Policy T-7.4: The City supports shared parking between multiple uses to the extent possible, and will provide incentives for property owners to share underused off-street parking.
- Policy T-7.9: The City may waive or relax off-site parking requirements for infill and affordable housing projects that use shared parking, on-street parking, and techniques to reduce vehicular travel demand.

Economic Development Element

- Goal ED-5: Promote revitalization and redevelopment of the Downtown Waterfront Area and

other areas within infill development potential.

- Policy ED-5.2: The City will encourage higher-density housing and office employment in the Downtown Waterfront Area, which will be required in order to expand the customer base and allow increased retail and commercial service uses.

2023-2031 Housing Element

- Goal H-1 Housing Opportunities: Provide housing opportunities for all segments of the community to meet current and future needs.
- Goal H-4 Housing Constraints: Reduce or remove governmental and nongovernmental constraints to the development, improvement, and maintenance of housing
- Policy H-1.2: Maintain land use policies that allow residential growth consistent with the availability of adequate infrastructure and public services.
- Program 1.B Encourage Mixed-Use Projects and Residential in Commercial Zones. The City shall incentivize development of residential units in mixed-use projects and residential units in commercial zones, specifically focused in the Downtown Waterfront Specific Plan, and Commercial Mixed Use zones, by providing incentives, including, but not limited to:
    - Priority project processing
    - Deferral of development impact or permit fees, where possible
    - Flexibility in development standards, such as parking, setbacks, and landscaping requirements
    - Density and intensity bonuses
    - Support for infrastructure upgrades
    - Assist developers with securing additional financing
- Policy H-4.3: Provide streamlined processing of residential projects to minimize time and costs to encourage housing production.

2016 Waterfront District Plan

The most recent Suisun City Waterfront District Specific Plan (Specific Plan) was adopted November 2016, with amendments in 2018, to establish the framework for a more vibrant downtown. The proposed Project is consistent with the Specific Plan in that it represents infill development at the waterfront providing housing within proximity to the train depot. Further, the Specific Plan identifies the Commercial/Office/Residential (C/O/R) zone as envisioning residential uses as a permitted a stand alone use.

Therefore, the Project is consistent with and would comply with the Specific Plan and its vision for Downtown Suisun City.

Summary

In summary, based on the collective information in the July 15, 2025, City Council Staff Report, along with this Staff Report, the proposed Project would meet and/or exceed many of the goals, policies, and vision identified in the 2035 General Plan, 2016 Waterfront District Specific Plan (amended in 2018), and the 2023-2031 Housing Element. Therefore, Staff and Planning Commission recommend approval of the Project.

Environmental Review

California Environmental Quality Act (CEQA) Guidelines §15182 provides a specific exemption from additional environmental review under certain conditions. It is designed to streamline the CEQA process for qualifying residential projects that are consistent with a Specific Plan for which an Environmental Impact Report (EIR) has already been certified. The project must be residential, mixed-use residential, or residential in conjunction with public infrastructure and be consistent with a Specific Plan that has

already undergone environmental review via an EIR. Finally, the project must not cause new significant effects or require additional mitigation measures beyond what was analyzed in the EIR for the Specific Plan.

Proposed Conditions of Approval

In addition to the conditions of approval identified in the July 15, 2025, City Council Staff Report regarding the Project, the following conditions have been added for consideration that would be included in the original conditions of approval:

- P-9 Applicant shall work with Development Services Staff to explore and potentially revise the color scheme of the Project to ensure consistency with the character of the waterfront. However, the overall materials and building features shall remain the same as shown in the Project plans, unless otherwise approved by the Development Services Director.
- P-10 Applicant shall not erect any type of fence or barrier that would otherwise close off the property. If, in the future, the Applicant would like to modify elevations of the Project, including adding fencing, the Project would have to comply with approval processes identified in the Suisun Municipal Code.
- P-11 Applicant voluntarily committed to exploring parking solutions for the Project with City Staff to potentially provide parking for the residents.

Required Findings for Planned Unit Development Permit Site Plan/Architectural Review

In order for the City Council to approve a Planned Unit Development Permit and Site Plan/Architectural Review Permit, specific findings are required to be made. These findings assure consistency with applicable regulatory plans and compatibility with adjacent land uses and residents. Below are the required findings:

1. That the proposed project along with the proposed conditions under which it would be operated or maintained will be consistent with the Suisun City General Plan, Title 18 "Zoning" of the Suisun City Municipal Code, and the Waterfront Specific Plan
2. That the proposed project along with the proposed conditions under which it would be operated or maintained will be consistent with the General Plan.
3. That the proposed project will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such use, nor detrimental to properties or improvements in the vicinity or to the general welfare of the City.
4. That the proposed project is exempt from the California Environmental Quality Act per Section 15182 (Pursuant to a Specific Plan) (California Public Resources Code section 21000, et seq.) and the Guidelines thereunder (14 California Code of Regulations section 15000, et seq.) (collectively, "CEQA").

In evaluating the above findings, staff has determined each of the findings can be made by the City Council when taking into account the project description, Purpose and Intent of the General Plan Designation, the Waterfront District Specific Plan, as well as the proposed conditions of approval which are included as an exhibit to the resolution (Attachment 1).

STAFF RECOMMENDATION: Staff and Planning Commission recommends that the City Council conduct a public hearing, for the proposed multi-family project at 400 Main Street; and

1. Adopt Resolution No. 2025 - ____: Approving Planned Unit Development Application No. PLN-00003 and Site Plan/Architectural Review Application No. PLN-00004 for a Twenty-Unit Multi-Family Residential Project at 400 Main Street (Assessor Parcel Number (APN) 0032-091-220); and
2. Find the Project is Exempt from the California Environmental Quality Act (CEQA) Per Section

15182 for a Twenty-Unit Multi-Family Project Located at 400 Main Street (APN 0032-091-220).

DOCUMENTS ATTACHED:

1. Resolution
2. Project Application Materials
3. July 15, 2025 City Council Staff Report
4. Draft Project Disclosure Document
5. PowerPoint Presentation

PREPARED BY:	John Kearns, Principal Planner
REVIEWED BY:	Ricky Caperton, AICP, Development Services Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. 400 Main Street Resolution
2. 400 Main Street Application Materials.pdf
3. 400 Main Srreet July 15, 2025 City Council Staff Report.pdf
4. 400 Main Street Draft Disclsoure Document.pdf
5. 400 Main Street PowerPoint.pdf

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING PLANNED UNIT DEVELOPMENT NO. PLN-00003 AND SITE PLAN/ARCHITECTURAL REVIEW NO. PLN-00004 FOR A TWENTY-UNIT MULTI-FAMILY RESIDENTIAL PROJECT AT 400 MAIN STREET (APN 0032-091-220)

WHEREAS, the City Council considered Planned Unit Development PLN 25-00003 and Site Plan/Architectural Review Application No. PLN 25-00004 for the subject development application on August 19, 2025; and

WHEREAS, the City Council considered Planned Unit Development PLN 25-00003 and Site Plan/Architectural Review Application No. PLN 25-00004 for the subject development application and continued the item to its regular meeting of August 19, 2025; and

WHEREAS, the Planning Commission considered and reviewed Planned Unit Development PLN 25-00003 and Site Plan/Architectural Review Application No. PLN 25-00004 at its special meeting of June 11, 2025, and recommended City Council approval of the subject development project; and

WHEREAS, a report by City staff was presented and made a part of the record of the July 15, 2025, meeting; and

WHEREAS, the project applications were noticed as a Public Hearing and published in the *Daily Republic* on July 6, 2025, as well as posted in three public places and on the Suisun City website; and

WHEREAS, based on evidence presented at the meeting by City staff, the applicant, the Public and Council, the following Findings are hereby made:

1. That the proposed project along with the proposed conditions under which it would be operated or maintained will be consistent with the Suisun City General Plan, Title 18 "Zoning" of the Suisun City Municipal Code, and the Waterfront Specific Plan
2. That the proposed project along with the proposed conditions under which it would be operated or maintained will be consistent with the General Plan.
3. That the proposed project will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such use, nor detrimental to properties or improvements in the vicinity or to the general welfare of the City.
4. That the proposed project is exempt from the California Environmental Quality Act per Section 15182 (Pursuant to a Specific Plan) (California Public Resources Code section 21000, *et seq*.) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq*.) (collectively, **"CEQA"**).

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Suisun City does hereby adopt Resolution No. 2025-___; A Resolution of the City Council of the City of Suisun City Approving Planned Unit Development No. PLN-00003 and Site Plan/Architectural Review No. PLN-00004 for a twenty-unit multi-family residential project at 400 Main Street (APN 0032-091-220)**,** including the following conditions of approval:

GENERAL

G-1 The applicant or applicants successor in interest shall indemnify, defend and hold harmless the City of Suisun City it's agents, officers, and employees from any and all claims, actions or proceedings against the City of Suisun City, its agents, officers, and employees to attach, set aside, void or annul, any approval by the City of Suisun City and its advisory agency, appeal board, or legislative body concerning this application which action is brought within applicable statutes of limitations. The City of Suisun City shall promptly notify the applicant or applicant's successor in interest of any claim or proceedings and shall cooperate fully in the defense. If the City fails to do so, the applicant or applicant's successor in interest shall not thereafter be responsible to defend, indemnify or hold the City harmless. This condition may be placed on any plans, or other documents pertaining to this application.

G-2 The use shall be constructed in accordance with the information presented (except as otherwise identified in the Conditions of Approval) and shall conform to all requirements of the City of Suisun City Code including but not limited to the Uniform Building Code as adopted by the City of Suisun City.

G-3 Approval of this permit will be effective, provided no appeals are received within 10 calendar days of the City Council meeting date of _____ and that the property owner and the applicant signatures are obtained affirming that they have read and understand the Conditions of Approval for the Planned Unit Development Permit No. 25-6-001 and agree to comply with the conditions.

G-4 The applicant shall comply with all applicable Federal, State, and local codes including, but not limited to, the Uniform Building Code, Fire Code and County Health Department guidelines as interpreted by the County Health Inspectors.

G-5 All the proposed improvements, including landscape installation shall be completed prior to issuance of any business license or Certificate of Occupancy.

G-6 New development shall pay development impact fees set forth in Resolution 2017-02.

G-7 Applicant and City staff shall coordinate to provide a solution for residents choosing to park in the public parking lot west of project as currently there is a parking restriction between the hours of 2-5AM. This is to be accomplished through a parking maintenance agreement.

G-8 Applicant shall submit a project disclosure document which will address project specific conditions and is to be reviewed and approved by the Development Services Director.

FIRE

FIRE-1 Minimum fire flow requirements shall be in accordance with 2022 California Fire Code Appendix B.

FIRE-2 Fire standpipes are required in the stairwells of each floor.

PLANNING

P-1 The applicant is to provide a final landscape plan for the review and approval of the Development Services Director (or his/her designee).

P-2 Transformers, telephone switching boxes, utility poles, fire valves, trash enclosures, service areas as well as other utility or service functions shall be screened with landscape. The emphasis shall be on reducing or eliminating negative visual impacts on major public areas, high priority buildings, prominent architecture elements, and along primary roadways.

P-3 The final color scheme and materials are to be approved by Development Services Director (or his/her designee).

P-4 Final architectural plans, responding to any comments raised at the _____ City Council meeting, need to be submitted and approved by the Development Services Director (or his/her designee).

P-5 A final photometric/lighting plan shall be submitted and approved by the Development

Services Director (or his/her designee) prior to building permit issuance.

P-6 All exterior lighting shall be downcast.

P-7 Construction of the project and use of the property shall be in substantial conformance with the approved plans including the project description. Any deviation will need to be submitted to the Development Services Director to determine whether further Planning Commission consideration is necessary.

P-8 Project applicant shall receive approval from the San Francisco Bay Development and Conservation Commission prior to issuance of any building permit.

P-9 Applicant will work with Development Services Staff to explore and potentially revise the color scheme of the Project to ensure consistency with the character of the waterfront. However, the overall materials and building features shall remain the same as shown in the Project plans.

P-10 Applicant shall not erect any type of fence or barrier that would otherwise close off the property. If, in the future, the Applicant would like to modify elevations of the Project, including adding fencing, the Project would have to comply with approval processes identified in the Suisun Municipal Code.

P-11 Applicant voluntarily committed to exploring parking solutions for the Project with City Staff to potentially provide parking for the residents.

PUBLIC WORKS

PW-1 All work performed shall conform to these conditions as well as to all City ordinances, rules, standard specifications and details, design standards, and any special requirements imposed by the City Engineer. The Public Works Department will provide inspection to ensure conformance. Any deviation from the aforementioned documents shall require review and written approval by the City Engineer. Deviations or exceptions to the design requirements in the listed documents for private improvements must be identified in the design guidelines, or submitted to the City Engineer for approval.

PW-2 The Applicant shall agree, with respect to the new public improvements on this project, to either establish a community facilities district (CFD) or annex such property to an existing community facilities district, as deemed appropriate by the Applicant and the City, for the purpose of financing the cost of providing the following public services to the project property(ies): maintenance of public street lighting, sanitary sewer, storm drains and public infrastructure. The rate and method of apportionment of special tax applicable to the property shall establish a special tax designed to offset public services per City Council Resolution 2005-70. The City shall not be obligated to issue certificates of occupancy with respect to the property until formation of the new community facilities district or annexation to an existing community facilities district is completed.

PW-3 The City Engineer may approve and/or negotiate minor changes or exceptions to Public Works Department conditions of approval.

PW-4 The Applicant shall designate a design professional as the main point of contact in submitting plans, reports and other documents to the City during the design and plan review phase. Submittals from any other person will not be accepted by the City.

PW-5 The Improvement Plans shall include a General Note that: any revisions to the approved Improvement Plans and/or City Standards, including those due to field conditions, shall require review and written approval by the City Engineer. The Applicant shall have the revised plans prepared by the Project Professional Designer and shall have the revised plans submitted for review and approval by the City Engineer. Any revisions to the Improvement Plans resulting from these or other conditions contained herein shall be subject to written approval of the City Engineer.

PW-6 The Improvement Plans shall include a Site Improvement Plan prepared by a registered Civil Engineer and shall comply with the requirements of the soils report for the project.

PW-7 Building foundations shall comply with Suisun City's Ordinance No. 729 and the most current Building Code.

PW-8 The Applicant shall pay all Public Works fees, including plan review and inspection fees, as established by the City Public Works Fee Schedule at the time of submittal of Improvement Plans.

PW-9 The Applicant shall pay Suisun-Solano Water Authority (SSWA) plan check and inspection fees within 30 calendar days upon receipt of invoice from the Solano Irrigation District (SID). The invoice will be for actual expenses incurred by SSWA for providing plan checking and inspection services for the project.

PW-10 Developer shall submit his Faithful Performance Bond and Labor & Materials Bond prior to the approval of Improvement Plans. Developer shall submit his One-Year Warranty Bond prior to the City's acceptance of the improvements. The amounts of the Faithful Performance Bond and Labor & Materials Bond shall each be 100% the cost estimate of the civil and landscape improvements, while the amount of the One-Year Warranty Bond shall be 20% of the cost estimate of the civil and landscape improvements.

PW-11 The Applicant shall obtain all necessary permits from all applicable agencies prior to start of construction.

PW-12 Dumpsters for use during construction shall be dumpsters supplied by Republic Services. This is pursuant to the agreement between the City and Republic Services for all areas within Suisun City. Dumpsters shall be screened from public view by a City-approved method and shall be covered at all times after work hours.

PW-13 All work within the public right-of-way, which is to be performed by the Applicant, the general contractor, and all subcontractors shall be included within a single City Encroachment Permit issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.

PW-14 The Applicant shall have a superintendent present at all times at the job site. Superintendent shall provide the quality control for the Applicant; respond to the City's concerns; coordinate inspections with the City Inspector; make construction decisions on behalf of the Applicant; and coordinate work of the Applicant's subcontractors.

PW-15 A sign shall be posted on the property in a manner consistent with the public hearing sign requirements, which shall identify the address and phone number of the Applicant and/or Applicant's representative for the purposes of responding to questions and complaints during the construction period. Said sign shall also indicate the hours of permissible construction work.

PW-16 Prior to start of construction, a security fence, the height of which shall be the maximum permitted by the Zoning Ordinance, shall be installed and maintained around the perimeter of the lot. The lot shall be kept clear of all trash, weeds, and unusable construction material throughout the construction activity.

PW-17 Unless otherwise approved by the City Engineer, all existing sidewalks shall be kept clear and passable during all phases of the project.

PW-18 Any existing wells shall be abandoned per County of Solano Health Department standards prior to development of the property. Owner shall submit documentation to the Public Works Director that this condition has been satisfied prior to any construction on this project.

PW-19 If any archaeological resources are found during the grading of the site or during performance of any work, work shall be halted, the City Engineer shall be notified and a certified archaeological firm shall be consulted for advice at Applicant's expense.

PW-20 Any relocation or modification of any existing facilities necessary to accommodate subject project shall be at the Applicant's expense. It shall be the responsibility of the Applicant to coordinate all necessary utility relocations with the appropriate utility company.

PW-21 Any existing frontage, or street, improvements, which in the opinion of the City Engineer, are currently damaged or become damaged as a part of the work shall be removed and

replaced as required to the current City Standards, or as directed. Prior to start of construction, Developer shall perform a walk-through with the Public Works Department staff and take date-stamped photos of existing conditions.

PW-22 Visual obstructions over three feet in height will not be allowed within the driver's sight triangle near driveways and corners in order to allow an unobstructed view of oncoming traffic. Improvements at driveways and corners are subject to the review and approval of the City Engineer.

PW-23 The project shall comply with the requirements of the most current Municipal Regional Permit (MRP) issued to the Fairfield-Suisun Urban Runoff Management Program and to the City's Stormwater C.3 Guidebook. This includes, but is not limited to, construction and post-construction Best Management Practices (BMPS); obtaining all necessary permits for storm water discharges; entering into a Stormwater Treatment Measures Maintenance Agreement (attached); preparing a long-term maintenance plan for the Applicant's maintenance of the post-construction stormwater facilities; and contracting with a Qualified SWPPP Practitioner (QSP) to inspect and to ensure the implementation of all elements of the Storm Water Pollution Prevention Plan (SWPPP), including non-stormwater and stormwater visual observations, sampling, and analysis and preparation of Rain Event Action Plans (REAP).

As part of the improvement plans, the ponding depths, pipe sizing, time of release, and storage for the bioretention facilities shall be calculated. The project shall not introduce any ponding nuisance and shall eliminate the possibility of flooding in the bioretention facilities.

The bioretention facility shall be delineated with a concrete band around the perimeter of the facility. The concrete band shall be per City of Suisun City standard detail LS-13. Also, "keep out" signage shall be installed in the bioretention facility.

PW-24 The project shall construct a trash enclosure in compliance with Detail SW-3 of the City's Stormwater C.3 Guidebook. Additionally, for trash enclosures that will be utilized by a food service facility, the drain shall be connected to a properly sized grease removal device and/or treatment devices prior to discharging to the sanitary sewer. An alternative would be to upgrade the existing trash enclosure located by the project site, in compliance with the above-mentioned requirements.

PW-25 Applicant is to remove the existing trash enclosure located on the south side of Main Street between Solano Street and Sacramento Street. In addition, the project is to re-establish two public parking spaces at the latter location, which would require pavement resurfacing and striping.

PW-26 The Project shall install full capture trash devices within proposed on-site drain inlets. These full trash capture trash devices shall be monitored and maintained by the Applicant or Property Owner.

PW-27 All on-site drain inlets and catch basins along the project frontage shall be marked with "No Dumping – Flows to Bay" or equivalent information.

PW-28 The landscaping and irrigation shall comply with the City's water efficient landscaping ordinance. The irrigation plans shall include Model Water Efficient Landscape Ordinance (MWELO) calculations

PW-29 Trees shall not be planted within bioretention areas.

PW-30 The maximum allowable slope in landscape areas shall be 3:1, or as approved by City Engineer. Slopes steeper than the allowable slope would require the installation of retaining wall.

PW-31 The Project shall remove all existing groundcover from the planter strips located along the western frontage of the project site. This area is situated south of Driftwood Drive, east of Main Street, north of the existing public restroom near the southwest corner of the project parcel, and west of the existing sidewalk along the western frontage of the project site. The City Engineer reserves the right to modify the limits of this area as necessary.

New groundcover and/or shrubs shall be planted in these planter strips, along with the

installation of a 3-inch thick layer of bark mulch. In addition, the existing irrigation system and any damaged curbs within this area shall be repaired or replaced.

PW-32 Any City-owned facilities—such as the North Basin Parking Lot or other areas utilized during the course of the project—that sustain damage, whether in whole or in part, as a result of the project's activities, must be repaired or replaced at the sole expense of the project. Restoration shall be carried out to the satisfaction of the City Engineer and must return the facility to its original or better condition. This requirement applies to all City facilities used for purposes such as, but not limited to, personnel parking, truck or equipment access routes, construction staging areas, material storage, or any other project-related operations.

PW-33 The Applicant shall be responsible for the maintenance of the planter strips to be rehabilitated/reconstructed by the Project. This will require that the irrigation system for said planter strips, including the proposed raised planter located east of the proposed apartment units, be on an irrigation controller separate from the publicly-maintained planter strips.

PW-34 Dust control shall be in conformance with City Standards and Ordinances. Vehicles hauling dirt or other construction debris from the site shall cover any open load with a tarpaulin or other secure covering to minimize dust emissions.

PW-35 Street sweeping shall be regularly performed such that no evidence of tracking dirt shall be present on the public street.

PW-36 All relocated facilities shall meet state and local separation standards. Separation between proposed water and sanitary sewer pipes shall meet the latest Suisun-Solano Water Authority (SSWA) Design Standards, Standard Specifications, and Standard Drawings.

PW-37 Direct tapping of City or SSWA water mains is not permitted. Applicant shall install the required fittings in the existing or new main lines to accommodate the proposed water system. No existing water mains shall be shut down without specific permission of the City Engineer and the Solano Irrigation District.

PW-38 No structures such as trees, buildings, and concrete foundations shall be installed within utility easements. Civil and landscape plan sheets shall show the utility easements and all other easements.

PW-39 Project improvements shall be in compliance with ADA requirements.

PW-40 The Project shall upgrade the following existing curb ramps with ADA-compliant curb ramps: a) Two existing curb ramps at the northerly entrance to the North Basin Parking Lot, and b) the existing curb ramp located at the existing ADA parking spaces by the southwest corner of the proposed building. If the Fairfield-Suisun Sewer District's sanitary sewer force main project impacts this latter curb ramp, the District will be responsible for upgrading it as part of their project.

PW-41 Concrete for new and replaced sidewalks, curbs, gutters and curb ramps shall match in color the surrounding existing colored concrete.

PW-42 All new sewer lines and storm drain lines shall be private and shall be maintained by the Applicant.

PW-43 Prior to the issuance of Certificate of Occupancy, the Applicant shall submit to the Public Works Department "as-built" Improvement Plans in PDF format.

SOLANO IRRIGATION DISTRICT

SID-1 The proposed development will require connections onto the existing domestic water stubs per the SSWA Design Standards and Specification Details.

SID-2 Improvement plans must show all existing facilities located within the project site, along with all proposed modifications that will be required to serve the property (including the water lines on the West side of the property).

SID-3 Any waterlines or public water facilities not installed within a public right-of-way will require an easement granted to SSWA for the operations and maintenance of the public

facilities.

SID-4 At the time the Building Permit is issued, the developer will be required to pay the appropriate SSWA Connection Fee and Meter Installation Fee at the City of Suisun City. These fees are determined by the size of the meter requested. All domestic water services will be metered.

SID-5 We require that the District (on behalf of SSWA) review, approve and sign all Final and/or Parcel Maps, and that SSWA review, approve and sign the Improvement Plans for this development.

SID-6 The SSWA Plan Review Fee applies and is due upon submittal of the maps and plans for review.

SID-7 SSWA's General Notes must be included in the Improvement Plans, and all proposed water system appurtenances and waterlines shall be constructed per the latest SSWA Design Standards and Specification and Details.

SID-8 Electronic AutoCAD files, GIS Shape Files, and .pdf files are required upon the completion of the project showing "as-builts" for electronic archiving.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, August 19th, 2025 by the following vote:

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

WITNESS my hand and the seal of said City this 19th day of August 2025.

_____

Anita Skinner, CMC
City Clerk

Attachment 2: Application Materials

AWANTA APARTMENTS

400 MAIN STREET
SUISUN CITY, CA 94585

TWO STORY 20 UNIT RESIDENTIAL BUILDING
ONE & TWO BEDROOM UNITS
TOTAL 13,588 SF

ABBREVIATIONS

&	And
L	Angle
@	At
℄	Center Line
∅	Diameter or Round
#	Pound or Number
(E)	Existing
(N)	New
ACOUS.	Acoustical
A.D.	Access Drain
ADJ.	Adjustable
AGGR.	Aggregate
AL.	Aluminum
APPROX.	Approximate
ARCH.	Architectural
ASB.	Asbestos
ASPH.	Asphalt
ATC	Acoustical Tile Ceiling
BEW	Back Edge of Walk
BD.	Board
BITUM.	Bituminous
BLDG.	Building
BLK.	Block
BLKG.	Blocking
BOT.	Bottom
CAB.	Cabinet
C.B.	Catch Basin
CEM.	Cement
CER.	Ceramic
C.I.	Cast Iron
C.O.	Corner Guard
CLG.	Ceiling
CLKG.	Calking
CLO.	Closet
CLR.	Closer
CO	Clean Out
C.O.	Cased Opening
COL.	Column
CONC.	Concrete
CONN.	Connection
CONSTR.	Construction
CONT.	Continuous
CORR.	Corridor
CTSK.	Countersunk
CNTR.	Counter
CTR.	Center
CV	Check Valve
DBL.	Double
DVDV.	Double Check Detector Check
DEPT.	Department
D.F.	Drinking Fountain
DET.	Detail
DIA.	Diameter
DIM.	Dimension
DISP.	Dispenser
DN.	Down
D.O.	Door Opening
DR.	Door
DWR.	Drawer
DS.	Downspout
D.SP.	Dry Standpipe
DWG.	Drawing
E.	East
EA.	Each
E.J.	Expansion Joint
EL.	Elevation
ELEC.	Electrical
ELEV.	Elevator
EMER.	Emergency
ENCL.	Enclosure
E.P.	Electrical Panelboard
EQ.	Equal
EQPT.	Equipment
E.W.C.	Electric Water Cooler
EXST.	Existing
EXPO.	Exposed
EXP.	Expansion
EXT.	Exterior
F	Fire
F.A.	Fire Alarm
F.B.	Flat Bar
F.D.	Floor Drain
FDC	Fire Department Connection
FDN.	Foundation
F.E.	Fire Extinguisher
F.E.C.	Fire Extinguisher Cabinet
FH	Fire Hydrant
F.H.C.	Fire Hose Cabinet
FIN.	Finish
FL	Floor
FLASH.	Flashing
FLUOR.	Fluorescent
F.O.C.	Face of Concrete
F.O.S.	Face of Studs
FPRF.	Fireproof
F.S.	Full Size
FT.	Foot of Feet
FTG.	Footing
FURR.	Furring
FUT.	Future
GA.	Gauge
GALV.	Galvanized
G.B.	Grab Bar
GL.	Glass
GND.	Ground
GR.	Grade
GYP.	Gypsum
G.W.B	Gypsum Wall Board
H.B.	Hose Bib
H.C.	Hollow Core
HDWD.	Hardwood
HDWE.	Hardware
H.M.	Hollow Metal
HORZ.	Horizontal
HR.	Hour
HGT.	Height
I.D.	Inside Diameter (Dim.)
INSUL.	Insulation
INT.	Interior
INV	Invert
JAN.	Janitor
JT.	Joint
KIT.	Kitchen
LAB.	Laboratory
LAM.	Laminate
LAV.	Lavatory
LKR.	Locker
LT.	Light
MAX.	Maximum
M.C.	Medicine Cabinet
MECH.	Mechanical
MEMB.	Membrane
MET.	Metal
MFR.	Manufacturer
MH.	Manhole
MIN.	Minimum
MIR.	Mirror
MISC.	Miscellaneous
M.O.	Masonry Opening
MTD.	Mounted
MUL.	Mullion
M.R.	Moisture Resistant
N.	North
N.I.C.	Not in Contract
N.O. or #	Number
NOM.	Nominal
N.T.S.	Not to Scale
OA.	Overall
OBS.	Obscure
O.C.	On Center
O.D.	Outside Diameter (Dim.)
OFF.	Office
OPNG.	Opening
OPP.	Opposite
P.	Paint
PA	Planting Area
PIV	Post Indicator Valve
PRCST.	Pre-cast
PL.	Plate
P.LAM.	Plastic Laminate
PLAS.	Plaster
PLYWD.	Plywood
PR.	Pair
PT.	Point
P.T.D.	Paper Towel Dispenser
PTN.	Partition
P.T.R.	Paper Towel Receptacle
PUE	Public Utility Easement
Q.T.	Quarry Tile
R.	Riser
RAD.	Radius
R.D.	Roof Drain
REF.	Reference
REFR.	Refrigerator
RGTR.	Register
REINF.	Reinforced
REQ.	Required
RESIL.	Resilient
RM.	Room
R.O.	Rough Opening
RWD.	Redwood
R.W.L.	Rain Water Leader
S.	South or Slope
S.C.	Solid Core
S.C.D.	Seat Cover Dispenser
SCHED.	Schedule
S.D.	Soap Dispenser
SD	Storm Drain
SECT.	Section
SED	See Electrical Drawings
SH.	Shelf
SHR.	Shower
SHT.	Sheet
SIM	Similar
SMD	See Mechanical Drawings
S.N.D.	Sanitary Napkin Despenser
S.N.R.	Sanitary Napkin Receptacle
SPEC.	Specification
SQ.	Square
S.ST.	Stainless Steel
S.SK.	Service Sink
SS	Sanitary Sewer, Sewer Service
SSD	See Structural Drawings
STA.	Station
STD.	Standard
STL.	Steel
STOR.	Storage
STRL.	Structural
SUSP.	Suspended
SYM.	Symmetrical
TRD.	Tread
T.B.	Towel Bar
T.C.	Top of Curb
TEL.	Telephone
TER.	Terrazzo
T.&G.	Tongue and Groove
THK.	Thick
T.P.	Top of Pavement
T.P.D.	Toilet Paper Dispenser
T.V.	Television
T.W.	Top of Wall
TYP.	Typical
TW	To Weather
UNF.	Unfinished
U.O.N.	Unless Otherwise Noted
UR.	Urinal
VERT.	Vertical
VEST.	Vestibule
V.I.F.	Verify in Field
W.	West
W	Water
W/	With
W.C.	Water Closet
WO.	Wood
W/O	Without
WP.	Waterproof
WSCT.	Wainscot
WT.	Weight

DEFERRED APPROVALS

SYMBOLS

GRID LINE INDICATION (5, E)

ROOM IDENTIFICATION (OFFICE, A101)
- ROOM NAME
- ROOM NUMBER
- BUILDING NUMBER (IF MULTIPLE BUILDINGS)

SECTION (A, A5.2)
- SECTION NUMBER
- SECTION SHEET

DETAIL (23, A7.2)
- DETAIL NUMBER
- DETAIL SHEET

ELEVATION (3, A7.0)
- ELEVATION NUMBER
- ELEVATION SHEET

DOOR NUMBER (46)
REFER TO DOOR SCHEDULE

WINDOW / LOUVER TYPE (J)
REFER TO WINDOW/ LOUVER SCHEDULE

WALL TYPE INDICATOR (A)
REFER TO WALL SCHEDULE

REVISION (3)
- AREA OF REVISION
- REVISION NUMBER

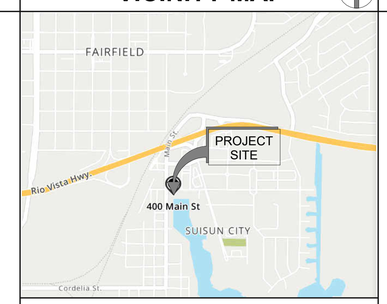
WORK POINT
(OR CONTROL OR DATUM POINT)

MATCH LINE

MATERIALS

- ACOUSTICAL TILE (SECTION)
- BRICK OR C.M.U. (SECTION)
- CEMENT PLASTER (ELEVATION)
- CEMENT PLASTER W/ WIRE LATH (SECTION)
- CEMENT PLASTER W/ EXPANDED LATH (SECTION)
- CERAMIC TILE (PLAN & ELEVATION)
- CONCRETE (SECTION)
- CONCRETE (PLAN)
- CONCRETE MASONRY UNITS (PLAN & SECTION)
- EARTH (SECTION)
- FINISH CARPENTRY (ELEVATION & SECTION)
- GYPSUM BOARD (SECTION)
- INSULATION, BATT (PLAN & SECTION)
- INSULATION, RIGID (PLAN & SECTION)
- METAL (SECTION)
- POROUS FILL (SECTION)
- PLYWOOD (SECTION)
- WOOD, CONTINUOUS (SECTION)
- WOOD, BLOCKING (SECTION)

VICINITY MAP



APPLICABLE CODES

2022 CALIFORNIA BUILDING CODE
2022 CALIFORNIA PLUMBING CODE
2022 CALIFORNIA MECHANICAL CODE
2022 CALIFORNIA ELECTRIC CODE
2022 CALIFORNIA FIRE CODE
2022 CALIFORNIA BUILDING ENERGY EFFICIENCY STANDARDS
2022 CALIFORNIA GREEN BUILDING STANDARDS
2022 CALIFORNIA ADMINISTRATION CODE
CITY OF SUISUN CITY PUBLIC WORKS STANDARD SPECIFICATIONS & DETAILS
CAL GREEN CONSTRUCTION WASTE MANAGEMENT

SUMMARY OF WORK

NEW 20 UNIT APARTMENT BUILDING ON EXISTING PAD SITE. ONE AND TWO BEDROOM UNITS. THE FIRST FLOOR FILLS THE ENTIRE SITE, AND PARKING WILL BE RELIANT ON THE CITY PROVIDED PARKING. SITE DEVELOPMENT TO INCLUDE GRADING AND ADDING NEW PLANTER AREAS. NO EXISTING TREES TO BE REMOVED.

SHEET INDEX

GENERAL
G101 TITLE SHEET

LANDSCAPE
L1 PRELIMINARY LANDSCAPE PLAN

CIVIL
C1 PRELIMINARY UTILITIES PLAN AND POST CONSTRUCTION BMP PLAN
C2 PRELIMINARY GRADING PLAN

ARCHITECTURAL
A101 OVERALL SITE PLAN
A201 FLOOR PLANS
A231 ROOF PLAN & SECTION
A301 ELEVATIONS

CONSULTANTS

CIVIL
PHILLIPPI ENGINEERING
425 MERCHANT STREET
VACAVILLE, CA 95688
(707) 451-6556

LANDSCAPE
JAMES CLABAUGH
4556 SHAWN LANE
VACAVILLE, CA 95688
(707) 974-8997

PROJECT DATA

APN:	0032-091-220
ZONING:	COMMERCIAL LOT
LOT SIZE:	0.16 ACRES
CONSTRUCTION TYPE:	V-A
HEIGHT :	27'-7" ±
NO. OF STORIES:	TWO
BLDG. FLOOR AREA:	13,588 SF

NOTES

- ANY REVISIONS TO THE APPROVED IMPROVEMENT PLANS AND/OR CITY STANDARDS, INCLUDING THOSE DUE TO FIELD CORRECTIONS, SHALL REQUIRE REVIEW AND WRITTEN APPROVAL BY THE CITY ENGINEER.
- ALL EXISTING CONCRETE FACILITIES FRONTING THE PROJECT THAT ARE DAMAGED OR ARE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED.
- A NUMBER OF PROPOSED IMPROVEMENTS (TRASH ENCLOSURE, CONCRETE STEPS, PRIVATE UTILITY LINES, ETC.) ARE LOCATED WITHIN PUBLIC RIGHT-OF-WAY. A LEASE AGREEMENT IS LIKELY TO BE WARRANTED.
- PROPOSED TRASH ENCLOSURE WILL BE PER THE CITY'S STANDARD TRASH ENCLOSURE DETAIL.

A2R ARCHITECTS
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Vacaville, CA 95688
P: 707.453.0196
F: 707.453.1197
www.a2rarch.com

CONSULTANTS

APPROVALS

DESIGN REVIEW

PROJECT
PROPOSED:

AWANTA APARTMENTS

400 MAIN STREET
SUISUN CITY CA, 94585

ISSUE

DESCRIPTION	DATE	MARK

PROJECT NO:	24035
DATE:	03/03/25
DRAWING FILE:	
DRAWN BY:	J.A.S.
CHECKED BY:	R.R.S.

SHEET TITLE
TITLE SHEET

SHEET NO
G101

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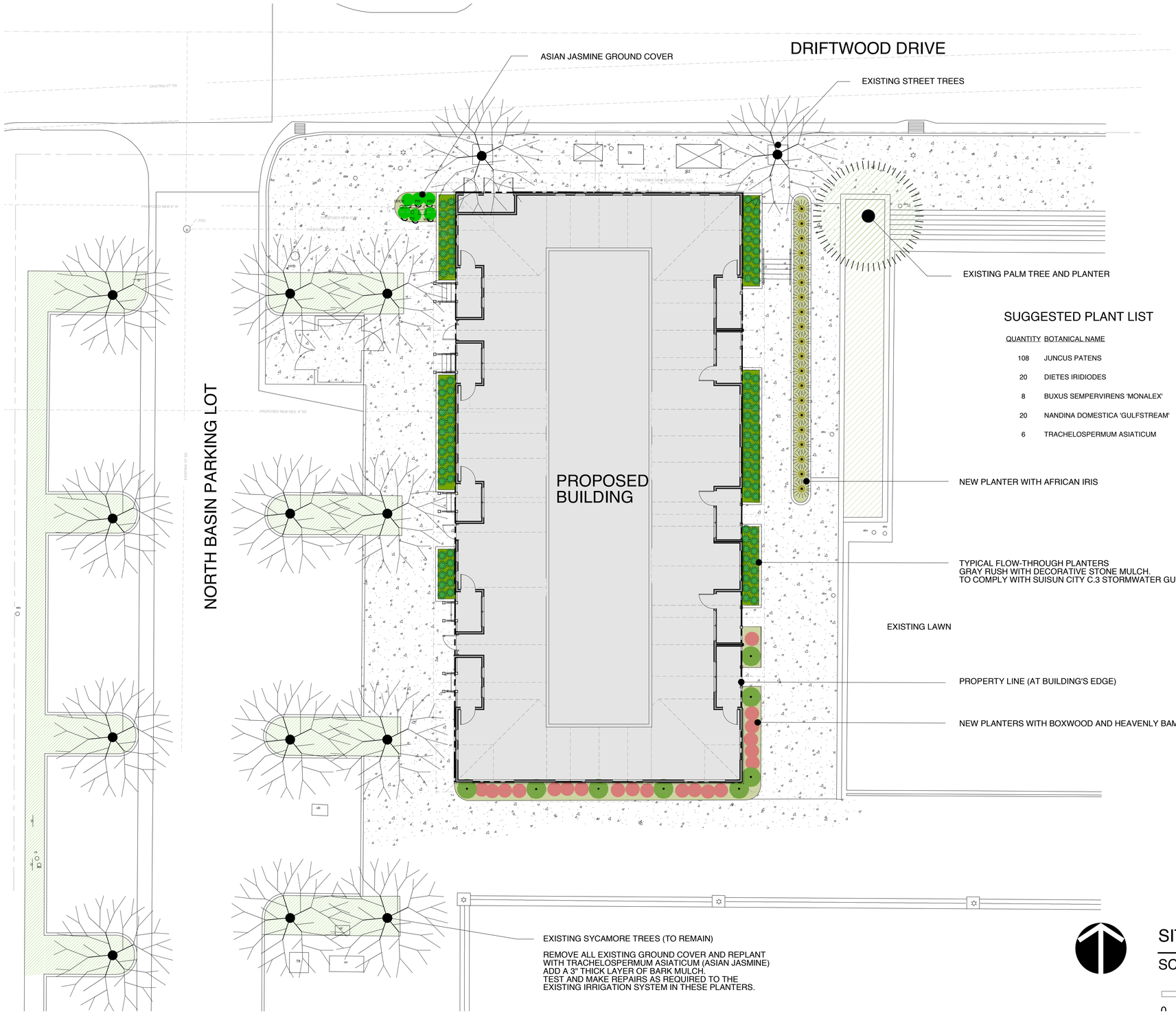

SUGGESTED PLANT LIST

QUANTITY	BOTANICAL NAME	COMMON NAME	CONTAINER	WATER USE	SIZE
108	JUNCUS PATENS	CALIFORNIA GRAY RUSH	5 GAL.	M	2' X 2'
20	DIETES IRIDIODES	YELLOW AFRICAN IRIS	5 GAL.	M	4' X 4'
8	BUXUS SEMPERVIRENS 'MONALEX'	PETITE PILLAR DWARF BOXWOOD	5 GAL.	M	3' X 5'
20	NANDINA DOMESTICA 'GULFSTREAM'	DWARF HEAVENLY BAMBOO	5 GAL.	M	3' X 3'
6	TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE	1 GAL.	M	1' X 4'

SITE PLAN

SCALE: 1" = 10' - 0"

0 5' 10' 20' 30'

A2R ARCHITECTS
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SUITE C250
Vacaville, CA 95688

P: 707.453.0196
F: 707.453.1197

www.a2rarch.com

CONSULTANTS

LICENSED LANDSCAPE ARCHITECT
JAMES FERGUSON CLABAUGH
SIGNATURE
9/30/08
RENEWAL DATE
12/31/24
DATE
STATE OF CALIFORNIA

JAMES FERGUSON CLABAUGH
LANDSCAPE ARCHITECT
4556 SHAWN LANE
VACAVILLE, CA 95688
PHONE: 707-974-8997
LIC. NO. 2594

APPROVALS

PROJECT

AWANTA APARTMENTS

400 MAIN STREET
SUISUN CITY
CA 94585

ISSUE

DESCRIPTION	DATE	MARK
		1
		2
		3

PROJECT NO:	24035
DATE:	3/3/25
DRAWING FILE:	
DRAWN BY:	JFC
CHECKED BY:	JFC

SHEET TITLE

PRELIMINARY LANDSCAPE PLAN

SHEET NO

L1

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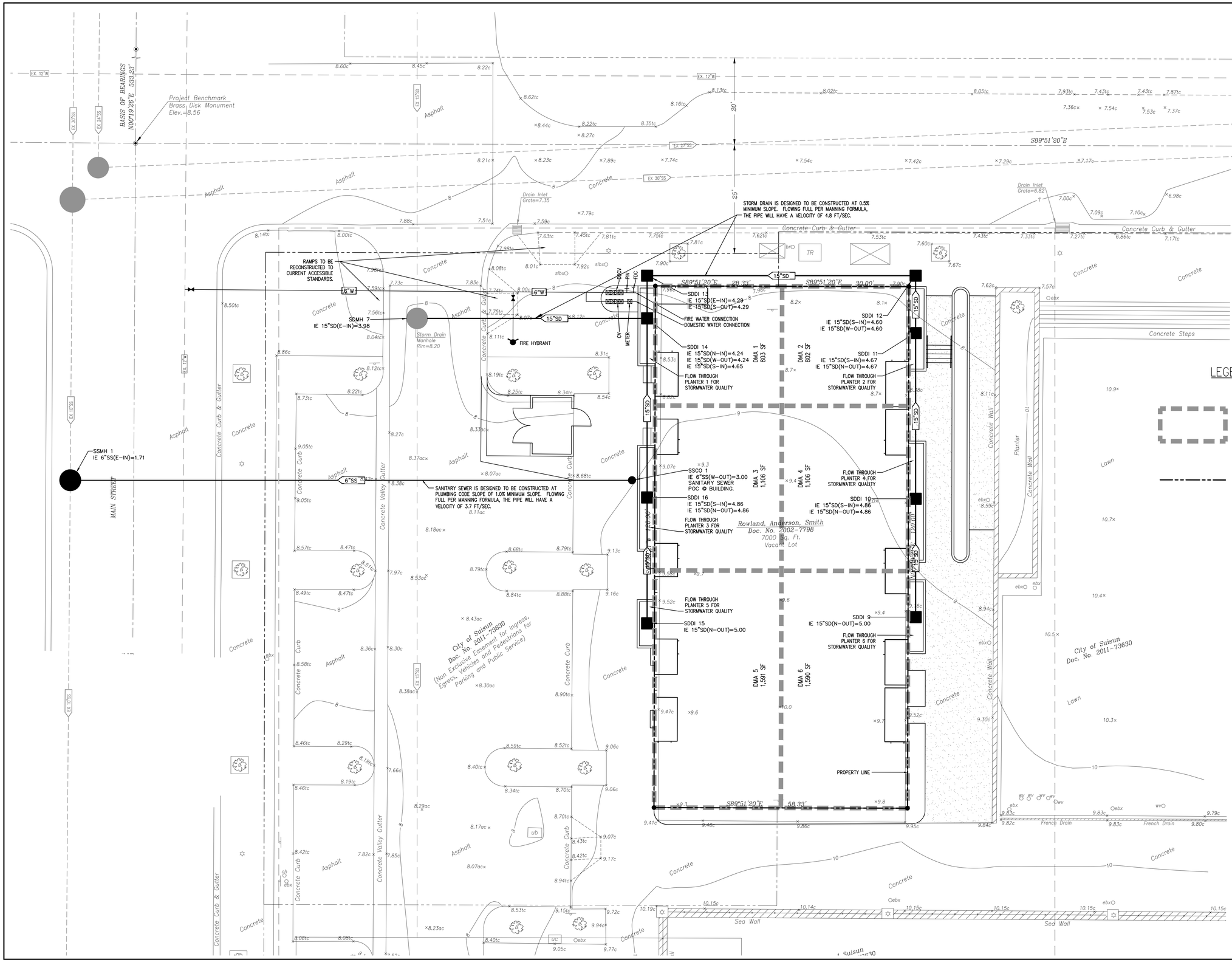

FLOW THRU PLANTS TO BE IN COMPLIANCE WITH THE LATEST SUISUN CITY C.3 STORMWATER GUIDEBOOK.

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SCALE: 1"=10'

PHILLIPPI ENGINEERING
CIVIL ENGINEERING - LAND SURVEYING
425 MERCHANT STREET VACAVILLE, CA 95688
P.O. BOX 1546 VACAVILLE, CA 95696
OFFICE (707) 451-6556 FAX (707) 451-6555

DESIGNED BY: MLE
DRAFTED BY: MLE
CHECKED BY: PEI

PRELIMINARY

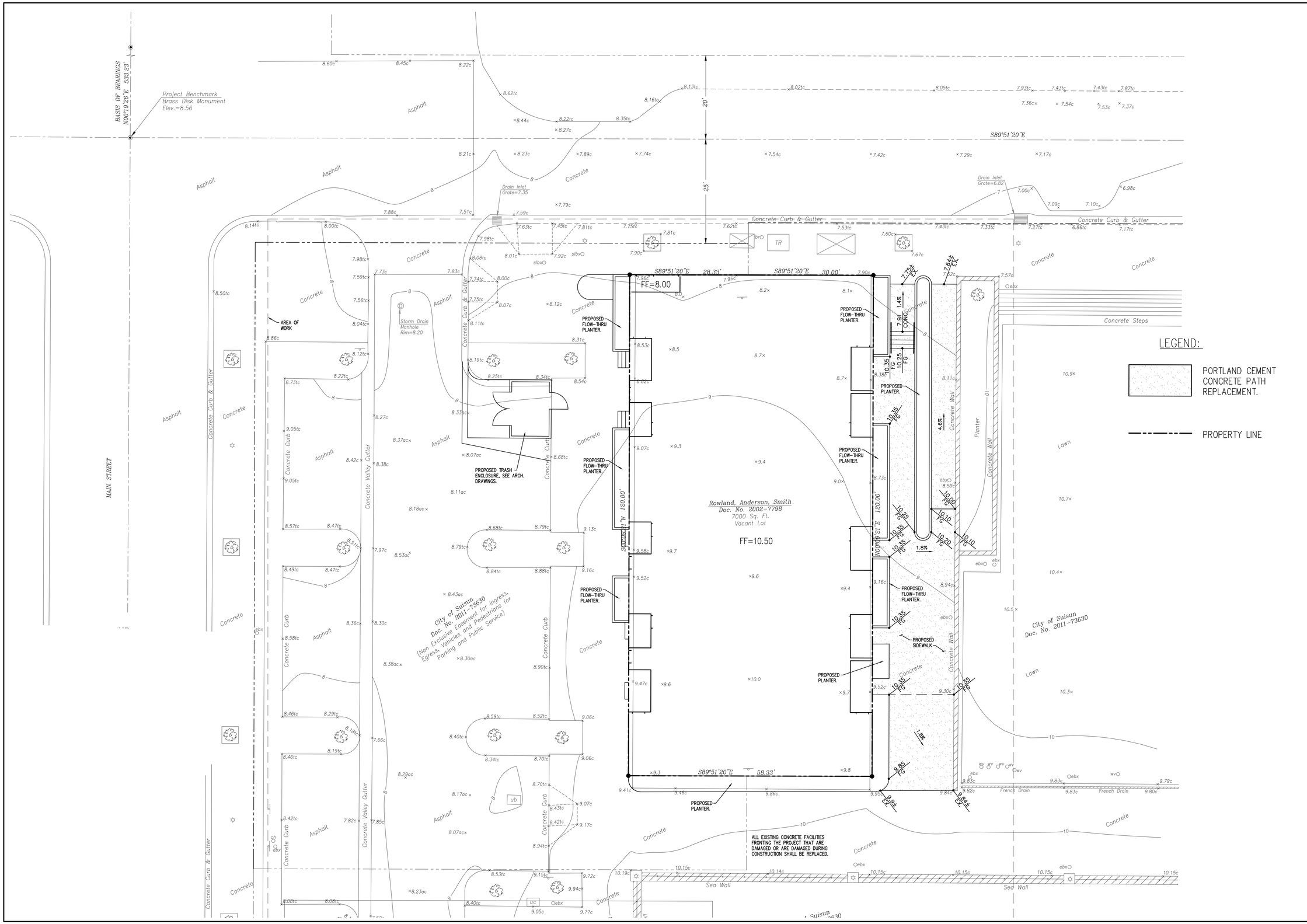
PROJECT NAME/LOCATION:
400 MAIN STREET
SUISUN CITY CALIFORNIA

DRAWING TITLE:
PRELIMINARY UTILITY AND POST CONSTRUCTION BMP PLAN

REVISIONS:		
NO.	DESCRIPTION	DATE

DRAWING FILE: 20240520TM.DWG

ISSUE DATE: 03/03/25
PROJECT NO.: 20240520
SHEET NO.: C1 OF 2



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N

SCALE:
1"=10'

CALL BEFORE YOU DIG
USA
800 642 2444

REGISTERED PROFESSIONAL ENGINEER
THOMAS L. PHILLIPPI
No. 32067
CIVIL
STATE OF CALIFORNIA

PHILLIPPI ENGINEERING
CIVIL ENGINEERING - LAND SURVEYING
425 MERCHANT STREET VACAVILLE, CA 95688
P.O. BOX 1546 VACAVILLE, CA 95696
OFFICE (707) 451-6556 FAX (707) 451-6555

PRELIMINARY

DESIGNED BY:	MLE
DRAFTED BY:	MLE
CHECKED BY:	PEI

PROJECT NAME/LOCATION:
400 MAIN STREET
SUISUN CITY CALIFORNIA

DRAWING TITLE:
PRELIMINARY GRADING PLAN

REVISIONS:

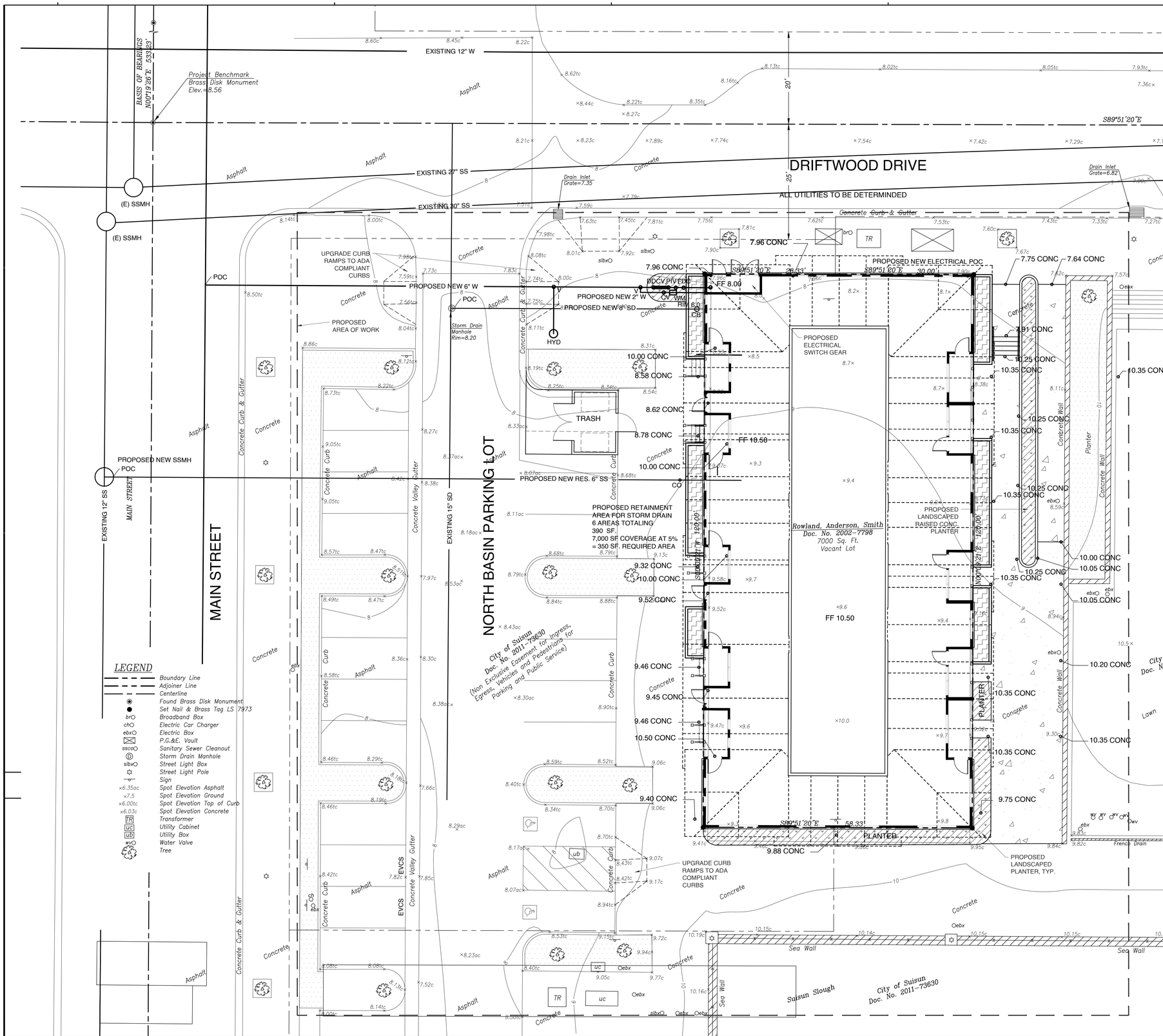
NO.	DESCRIPTION	DATE

DRAWING FILE:
20240520TM.DWG

ISSUE DATE:
03/03/25

PROJECT NO.:
20240520

SHEET NO.:
C2
OF 2



PROPOSED FLOW THROUGH PLANTERS - NO TREES SHALL BE PLANTED WITHIN. KEEP OUT SIGNAGE SHALL BE INSTALLED. SEE CIVIL FOR ADDITIONAL INFORMATION.

RETAINMENT AREA FOR STORM DRAIN:
REQUIRED: 7,000 SF COVERAGE AT 5% = 350 SF
PROPOSED: 6 AREAS TOTAL = 390 SF (OK)

PROPOSED (N) LANDSCAPING
1 RAISED CONCRETE PLANTER = ± 185 SF
3 GRADE LEVEL w/ CURB = ± 360 SF
4 AREAS TOTAL = ± 545 SF

SEE SHEET L1 FOR ADDITIONAL INFORMATION

PROPOSED (N) CONCRETE
± 1,775 SF

SEE CIVIL FOR ADDITIONAL INFORMATION

PROPOSED (N) STAIRS - FOR TENANTS TO ENTER UNITS ON WEST SIDE OF BUILDING
5 STAIRCASES TOTAL = ± 85 SF

PROPOSED (N) TRASH ENCLOSURE
± 140 SF

TRASH ENCLOSURE WILL BE PER THE CITY'S STANDARD TRASH ENCLOSURE DETAIL. TWO 3 YARD DUMPSTERS w/ 605 GALLONS EACH PROVIDED.

PROPOSED (E) LANDSCAPING TO BE IMPROVED w/ (E) TREES TO REMAIN
8 AREAS TOTAL = ± 2,550 SF

SEE SHEET L1 FOR ADDITIONAL INFORMATION

PROPERTY LINE

NOTES:
- ALL AREAS LEASED FROM CITY. ± 1,160 SF TOTAL LEASED.
- ALL EXISTING CONCRETE FACILITIES FRONTING THE PROJECT THAT ARE DAMAGED OR ARE DAMAGED DURING CONSTRUCTION SHALL BE REPLACED.

C5 OFFSITE IMPROVEMENTS

B5

A5

A1 SITE PLAN

1" = 10'-0"

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CONSULTANTS

APPROVALS

DESIGN REVIEW

PROJECT
PROPOSED:

AWANTA APARTMENTS

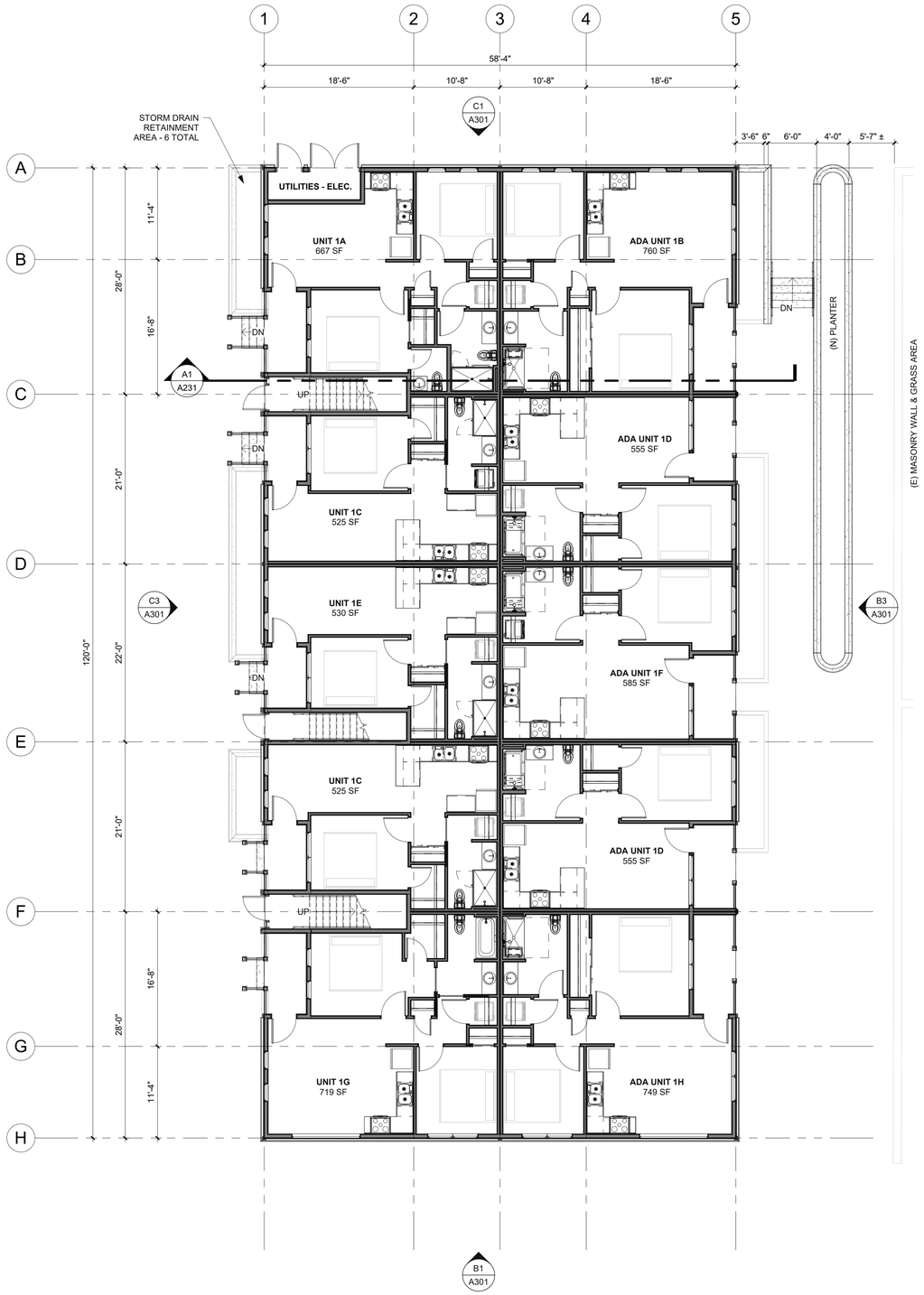
400 MAIN STREET
SUISUN CITY
CA 94585

ISSUE		
DESCRIPTION	DATE	MARK
		1
		2
		3

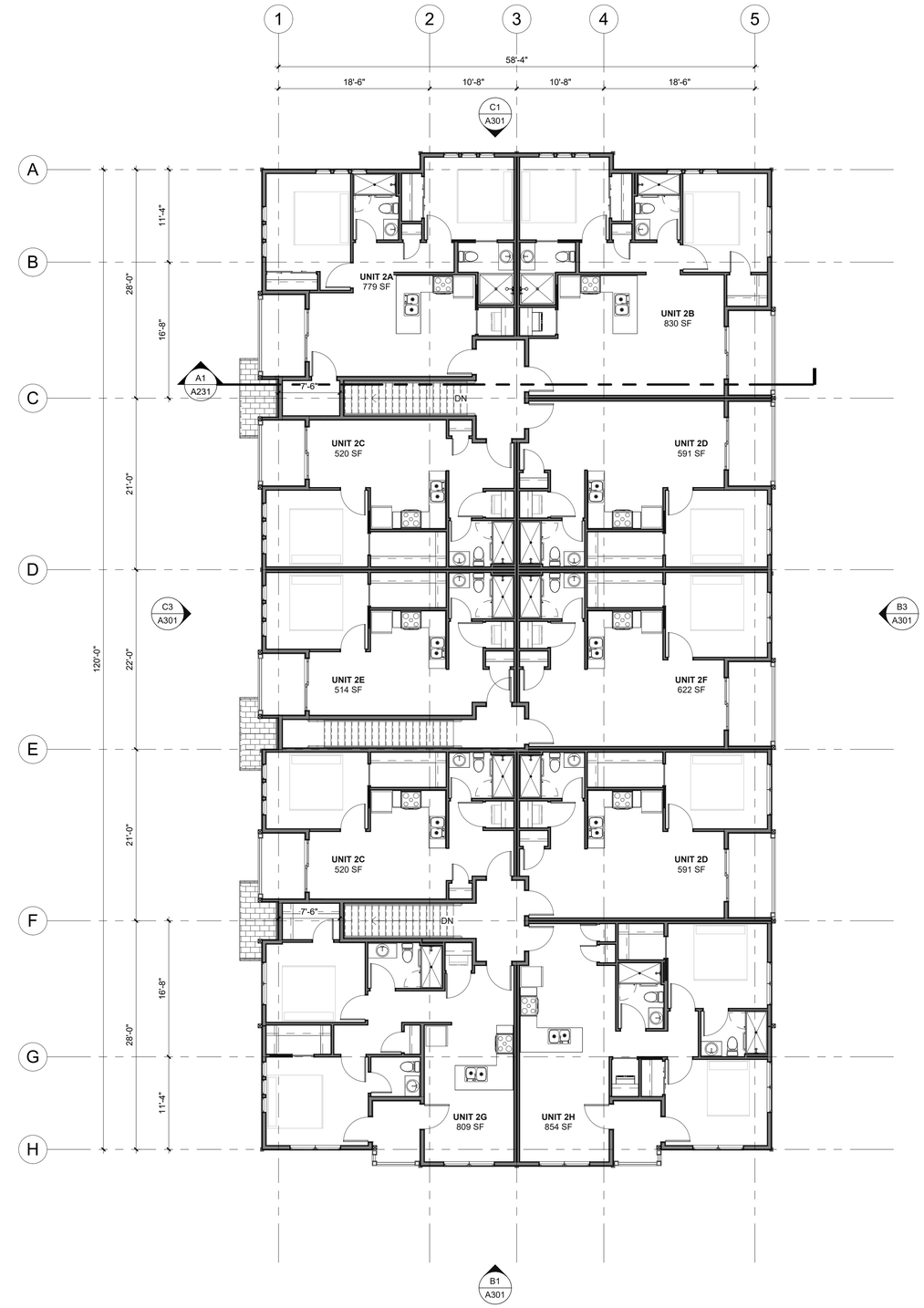
PROJECT NO:	24035
DATE:	03/03/25
DRAWN BY:	J.A.S.
CHECKED BY:	R.R.S.

SHEET TITLE
SITE PLAN

SHEET NO
A101



A1 FIRST FLOOR PLAN
1/8" = 1'-0"



A3 SECOND FLOOR PLAN
1/8" = 1'-0"

NOTE: ALL DIMENSIONS ARE TO FACE OF STUD

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CONSULTANTS

APPROVALS

DESIGN REVIEW

PROJECT

PROPOSED:

AWANTA APARTMENTS

400 MAIN STREET
SUISUN CITY CA, 94585

ISSUE

DESCRIPTION	DATE	MARK

PROJECT NO:	24035
DATE:	2/18/25
DRAWING FILE:	
DRAWN BY:	J.A.S.
CHECKED BY:	R.R.S.

SHEET TITLE

FLOOR PLANS

SHEET NO

A201

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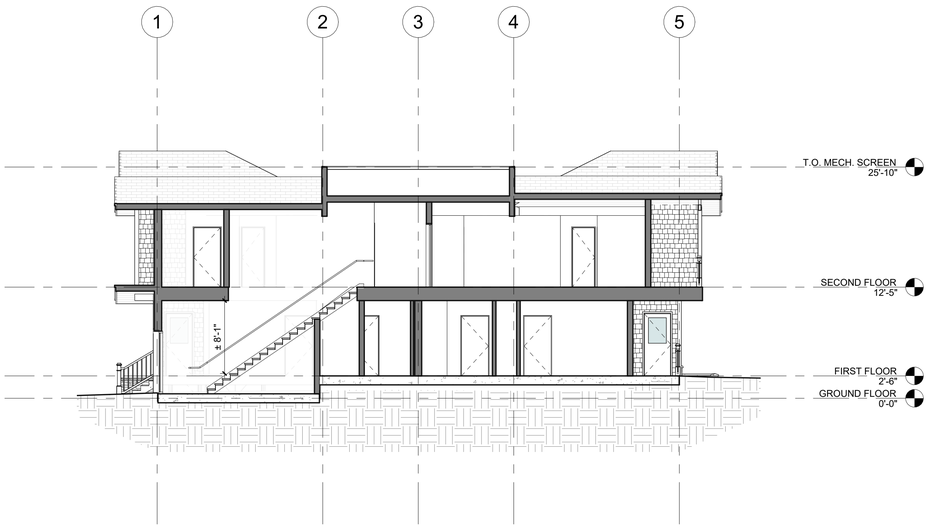
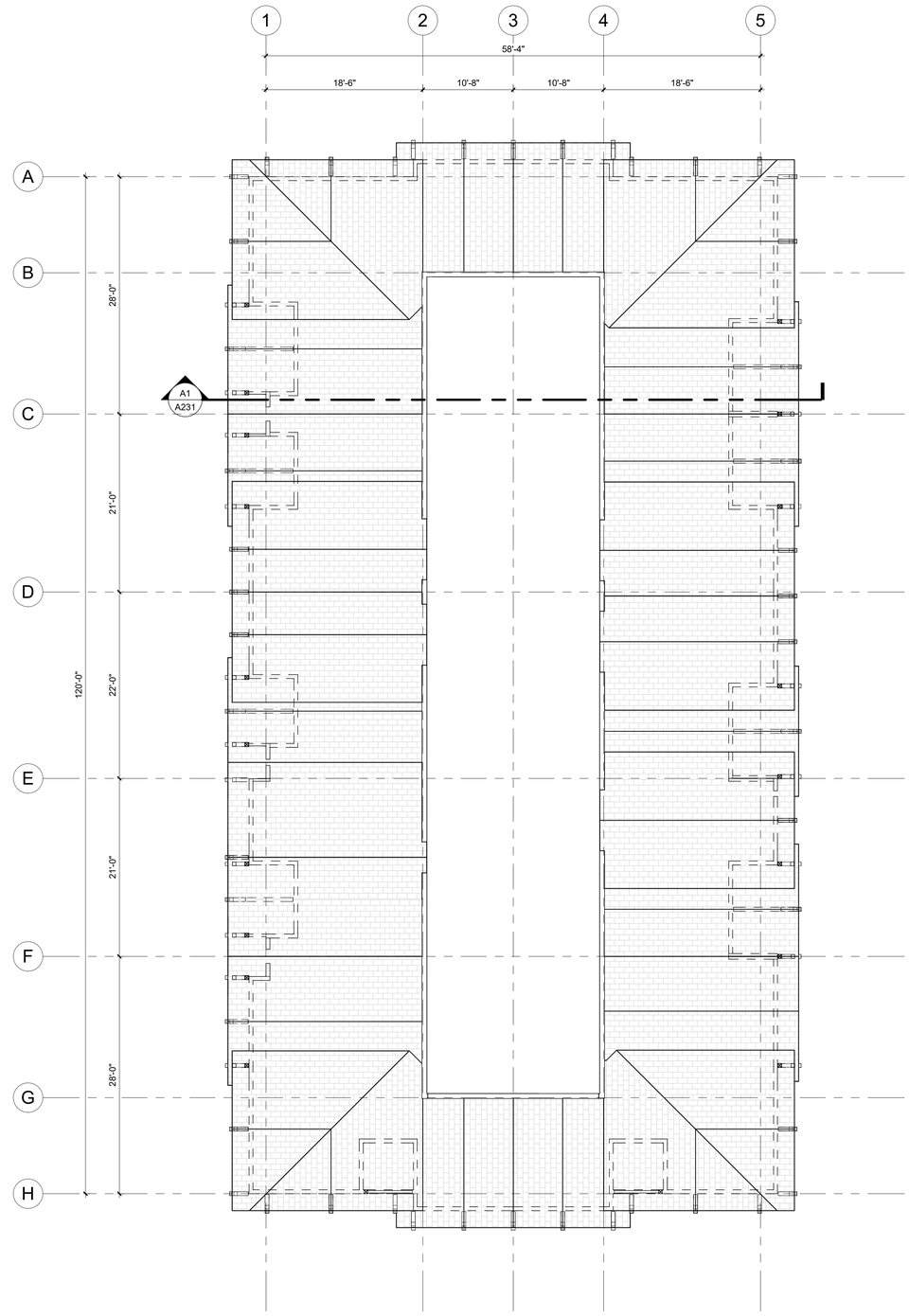


A1 STAIR SECTION
1/8" = 1'-0"



A3 ROOF PLAN
1/8" = 1'-0"

A2R ARCHITECTS

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CONSULTANTS

APPROVALS

DESIGN REVIEW

313

PROJECT

PROPOSED:

AWANTA APARTMENTS

400 MAIN STREET
SUISUN CITY CA, 94585

ISSUE

DESCRIPTION	DATE	MARK

PROJECT NO:	24035
DATE:	2/18/25
DRAWING FILE:	
DRAWN BY:	J.A.S.
CHECKED BY:	R.R.S.

SHEET TITLE

ROOF PLAN & SECTION

SHEET NO

A231

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C1 NORTH ELEVATION
1/8" = 1'-0"

C3 WEST ELEVATION
1/8" = 1'-0"

B1 SOUTH ELEVATION
1/8" = 1'-0"

B3 EAST ELEVATION
1/8" = 1'-0"

1	FIBER CEMENT STAGGERED EDGE SHINGLE - JAMES HARDIE - HICKORY TAN
2	STONE WAINSCOTTING w/ CAP
3	6" MASONRY STORM DRAIN RETAINMENT AREA w/ STONE FINISH AND CAP
4	PATIO AND STAIR RAILINGS
5	DARK BRONZE WINDOW FRAMES AND DOORS
6	WINDOW AND DOOR TRIM - PAINTED
7	CORNICE - 2x12 - PAINTED
8	CORNER TRIM - 2x4 & 2x6 - PAINTED
9	NOT USED
10	DECORATIVE CORBELS - PAINTED
11	SHINGLE ROOF
12	MECHANICAL SCREEN - PAINTED TO MATCH TRIM

A5 DRAWING NOTES

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400 MAIN STREET
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PROJECT NO:	24035
DATE:	2/18/25
DRAWING FILE:	
DRAWN BY:	J.A.S.
CHECKED BY:	R.R.S.

SHEET TITLE

ELEVATIONS

SHEET NO

A301

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AWANTA

An Apartment Building

Project Description:
The project/property in question is located at 400 Main Street, Suisun City, California.

The proposed building is located on an existing pad site along the Historic Suisun City waterfront. The first and second floors are proposed to accommodate 10 single story apartments each. The first floor fills the entire site, and no existing trees are to be removed. Parking will be reliant on the city provided parking; however, the train station and other transportation hubs are easily walked to.

All apartments include a deck area that is accessible by main living room with views overlooking the downtown Suisun Waterfront area. Windows and glass doors capture views of the harbor and historic downtown areas. The 20 apartments include 28 bedrooms with 8 two-bedroom units and 12 one-bedroom units. Since the average renting household has 2.35 residents currently the expected occupancy of the 20 units would be 47 using the national average.

Mechanical units will be located behind the pitched roofs in an enclosed space not visible from street and screened from taller vantage points.

EXTERIOR:

- The design is based on craftsman architecture incorporating durable fiber cement siding in a staggered shingle, the aesthetics of natural wood and stone, and contrasting trim. The variety of materials will highlight the traditional elements of the building while allowing the passerby to enjoy the comforting craftsman design elements.
- The building first floor has been raised to a first-floor level of ten and a half feet above sea level. The units on the west side of the building facing the adjacent parking lot have between two and four steps up to their entries in order to follow the existing grading. The east side of the building will be re-graded to not require stairs up to the units. A short five step staircase will lead from Driftwood Drive with an accompanying walkway separated by a new planter to provide wheelchair access.
- Access to the second-floor apartments will be on the west side nearest to the parking lot through glass doors beneath covered entries with landings at the tops of the stairs. No more than four second floor units will share a staircase.

FAIRFIELD-SUISUN SEWER DISTRICT
The site plan for the project shows the proposed utility connection points. Once the conditions of approval have been approved by the city a civil engineer will be added to the project team.

- The trash enclosure will be located in the adjacent parking lot. Hot and water will be provided along with a floor drain connecting to a grease interceptor.
- One new sewer line for apartments will be connected to a new proposed manhole on main street.
- Six storm water detention areas are indicated on the site plan. These will be connected to the existing storm drain DI located in the main street parking lot.

AWANTA

An Apartment Building

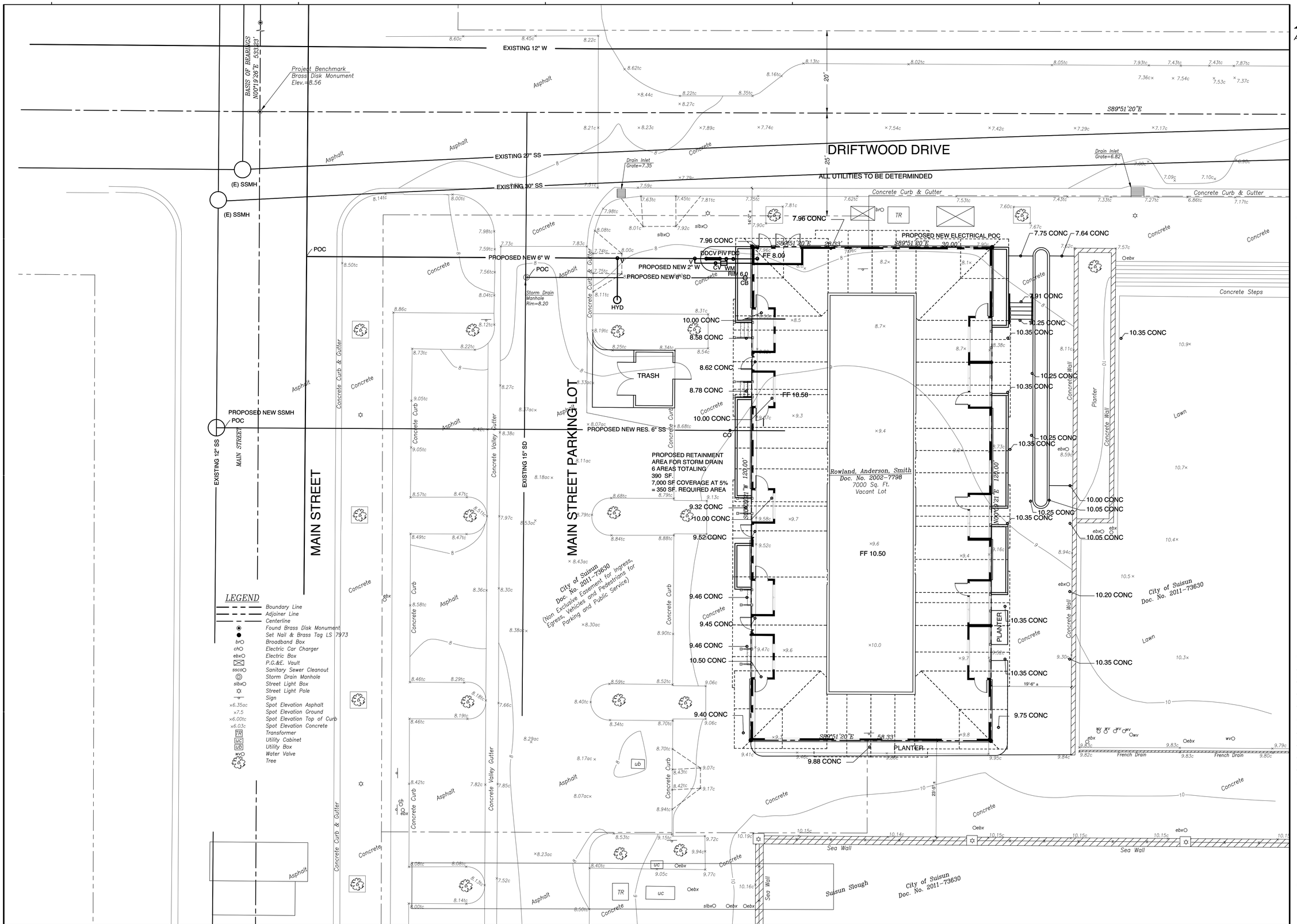
- A new water main will be connected to the existing 12 inch main street line and ran to the building. We are proposing the DDCV, PIV and FDC be located in a landscape area along the parking lot. One water service with meter will be branched off for domestic use.
- Sewer capacity and easements will have to be determined prior to the start of construction.
- Leased areas and uses are indicated in attached sheet A101. Total area proposed to lease is approximately 975 SF.

TENTATIVE PROJECT SCHEDULE:

- Planning: 12/20/24 to 3/31/25
- Working Drawings: 4/2/25 to 5/30/25
- Plan checking: 6/1/25 to 7/2/25
- Bidding: 7/2/25 to 8/1/25
- Construction: 8/1/25 to 4/2/26
- Occupancy: 4/3/26

BUILDING INFORMATION

- Building Total Square Footage: 13,588 SF
- Area by Floor:
  - 1. 6,521 SF
  - 2. 7,067 SF
- Height of Building: 27'-7"
- Apartment Information:
  - Unit 1A – 2 bedrooms, 1 bathroom
    1 total: 667 SF
  - Unit 1B – 2 bedrooms, 1 bathroom
    1 total: 760 SF
  - Unit 1C – 1 bedroom, 1 bathroom
    2 total: 525 SF
  - Unit 1D – 1 bedroom, 1 bathroom
    2 total: 555 SF
  - Unit 1E – 1 bedroom, 1 bathroom
    1 total: 530 SF
  - Unit 1F – 1 bedroom, 1 bathroom
    1 total: 585 SF
  - Unit 1G – 2 bedrooms, 1 bathroom
    1 total: 719 SF
  - Unit 1H – 2 bedrooms, 1 bathroom
    1 total: 749 SF
  - Unit 2A – 2 bedrooms, 2 bathroom
    1 total: 779 SF
  - Unit 2B –2 bedrooms, 2 bathroom
    1 total: 830 SF
  - Unit 2C – 1 bedroom, 1 bathroom
    2 total: 520 SF
  - Unit 2D – 1 bedroom, 1 bathroom
    2 total: 591 SF
  - Unit 2E – 1 bedroom, 1 bathroom
    1 total: 514 SF
  - Unit 2F – 1 bedroom, 1 bathroom
    1 total: 622 SF
  - Unit 2G – 2 bedrooms, 1.5 bathroom
    1 total: 809 SF
  - Unit 2H – 2 bedrooms, 2 bathroom
    1 total: 854 SF



A1 SITE PLAN

1" = 10'-0"

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CONSULTANTS

APPROVALS

DESIGN REVIEW

PROJECT

PROPOSED:

the BLOCK COMPLEX

400 MAIN STREET
SUISUN CITY
CA 94585

ISSUE

DESCRIPTION	DATE	MARK
		1
		2
		3

PROJECT NO:	24035
DATE:	12/16/24
DRAWN BY:	J.A.S.
CHECKED BY:	R.R.S.

SHEET TITLE

SITE PLAN

SHEET NO

A101

AGENDA ITEM NO. 19.

AGENDA TRANSMITTAL

MEETING DATE: July 15, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-___; Approving Planned Unit Development Application No. PLN-00003 and Site Plan/Architectural Review Application No. PLN-00004 for a Twenty-Unit Multi-Family Residential Project at 400 Main Street (Assessor Parcel Number (APN) 0032-091-220).

FISCAL IMPACT: The project is anticipated to contribute $15,500 in Community Facility District taxes annually. However, the overall contribution will be dependent on project specifics.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The subject property, located at 400 Main Street, is a 0.16-acre parcel which is currently vacant. The site is located within the Waterfront District Specific Plan and designated as Commercial/Office/Residential (C/O/R), which supports multi-family housing development as a standalone project.

In response to the City's ongoing efforts to address regional housing needs and support infill development, the applicant, Siavash Afshar, submitted an application proposing a Planned Unit Development (PUD) consisting of 20 multi-family residential units. The project is designed to provide a mix of 1- and 2-bedroom units, along with associated site improvements.

Due to the location and nature of the project, a PUD process is required in order to provide for design flexibility in site layout, architecture, and shared open space configuration, while maintaining consistency with applicable zoning and development standards. The project site is situated less than 800 feet from public transit (Suisun-Fairfield Train Depot) and within walking distance of schools, retail, and public parks, making it well suited for higher-density residential development.

This proposal comes at a time when the City is actively pursuing strategies to increase the availability of diverse housing options in alignment with the Housing Element and State housing mandates. The project is subject to Planning Commission review for consistency with zoning, design standards, and community compatibility through the PUD approval process. The role of the City Council in this case is to take action on the subject development application.

<u>Good Neighbor Meeting</u>
The project applicant held a Good Neighbor Meeting on Monday, April 14, 2025, at 6:30PM via Zoom. The meeting lasted slightly more than an hour and allowed community members to ask questions following a presentation on the project. Following staff review of the transcript and recording, it appeared the key issues raised included:

- Parking
- Why first floor commercial wasn't pursued in project design
- Project appearance and site design
- Interaction of the private development project with the surrounding public space

Staff will be discussing these issues in some depth later in the staff report.

Planning Commission Public Hearing June 11, 2025

The Planning Commission held a public hearing on Wednesday June 11, 2025. At the meeting, the Commission recommended City Council approval by a vote of 3-0 (with one absence and one abstention). As part of their recommendation, the Commission added a condition that the applicant/developer enter into a parking/maintenance agreement with the City and the developer submit a disclosure document for the future residents for the Development Services Director to review and approve. The intention of the parking/maintenance agreement would be to clearly define how the project's resident parking would be handled within the adjacent public parking lot via a permit parking system, or similar, as well as any maintenance responsibilities. Additionally, the disclosure document is intended to provide information about the project, make residents aware of the project's location adjacent to public space, and define responsibilites of residents including upkeep of their spaces from the exterior. A draft of the disclosure document has been included as Attachment 4 of this staff report.

STAFF REPORT: The subject request is required to complete both a Planned Unit Development Permit as well as Site Plan/Architectural Review Permit. The applicant proposes the development of a 20-unit multi-family residential Planned Unit Development (PUD) on a 0.16-acre parcel located at 400 Main Street. The project includes:

- 20 residential units within a single building.
- A mix of 1-bedroom and 2-bedroom units.
- On-site manager's unit.
- Available public parking to the west of the project.
- Pedestrian pathways and bicycle parking.
- Landscaping consistent with City design standards.

Site Description and Context

- Current Use: Vacant
- Topography: Generally flat
- Surrounding Uses:
  North: One Harbor Center (Office)
  South: Suisun Slough
  East: Public park (Sheldon Plaza)
  West: Public Parking Lot

Zoning and Land Use Consistency

The proposed use is consistent with the General Plan designation of Downtown Waterfront (DW) and the subject specific plan designation of Commercial/Office/Residential (C/O/R). As stated within the Specific Plan, sites that carry the designation of C/O/R require a Planned Unit Development entitlement application. The PUD process allows for flexibility in site design while ensuring compatibility with surrounding development.

Planned Unit Development Permit

As stated in Section 18.72.010 of the Suisun City Municipal Code, "The Planned Unit Development (PUD) permit is designed and intended to provide for the orderly development of land in conformance with the comprehensive scheme contemplated by the land use element and other elements of the general plan of the city and specific plan, where applicable. The permit would allow a flexible design approach

to the establishment of a community environment equal to or better than that resulting from the application of the minimum standards of this title. The permit is designed and intended to accommodate various types of development, such as neighborhood and district shopping centers, professional and administrative office areas, multi-family housing developments, single-family residential developments, commercial service centers, and light industrial parks, or any other use or combination of uses which can be made appropriately a part of a planned development." Further, Section 3.1.2.B Commercial/Office/Residential, "Generally, permitted and conditional uses allowed in this zone are the same as those permitted in the Main Street Mixed Use zone…and in addition, stand-alone residential project may comply with the allowed uses specified for the Residential Medium Density zone. Specific uses, location, layout and character of development shall be established by approval of a Planned Unit Development permit by the Planning Commission and City Council. Notwithstanding the flexibility provided by the PUD process, development standards should generally conform to those provided by the MSMU zone."

	WDSP Standard	**Proposed Project**
Front Setback	0' min - 15' max	0'
Side Setback	0' min - 5' max	0'
Rear Setback	15' min	0'
Height	50' max	27'7"
Parking Spaces	24	0'* See parking analysis

PUD permits allow for certain deviations from standards in place of high-quality projects. The City Council must weigh the requested deviations against the overall project. Below is a table comparing the Waterfront District Specific Plan vs the proposed project considering setbacks, height, and parking.

As you can see from the above table, the project is requesting certain deviations to the applicable development standards for the construction of a two-story building with 8 two-bedroom units and 12 one-bedroom units. As specified in the "Planned Unit Development" discussion previously, the site is unique in size, location, and orientation which is why a PUD permit is required. Thus, this number of requested deviations is expected.

Application Process

Staff has been working closely with the project applicant over the past 12 months, making significant progress in the development and financing efforts for the proposed project. The project applicant first identified the lot in late 2023 and entered into a formal agreement with the property owners to develop the site on February 16, 2024.

After securing this agreement, the developer engaged with Suisun City officials, including the Principal Planner and the Director of Development Services, to ensure compliance with zoning and planning requirements. These discussions addressed zoning classifications, density, lot coverage, and other relevant regulations. The project applicant prepared a preliminary project description and submitted the required pre-application fee. A pre-application meeting was subsequently held, with representatives from multiple city departments—Fire, Police, Public Works, and Planning—providing comprehensive feedback, which was incorporated into the following planning stages.

To advance the project, the developer assembled a team of professionals, including an architect, civil engineer, landscape architect, soil engineer, and surveyor. Together, they began assessing the feasibility of various development options, identifying three primary areas of focus and challenge.

Challenges with Incorporating a Commercial Element
The initial concept was a four-story mixed-use building:

- **First Floor:** Approximately 7,000 sq. ft. of retail space.
- **Second Floor:** 10 apartment units.
- **Third & Fourth Floors:** 10 two-story residential units.

However, this plan required substantial infrastructure, such as dedicated parking spaces, an elevator, and other amenities. These features were complex to integrate due to the lot's limited size. The spatial constraints made it challenging to meet both the commercial and residential requirements without compromising on building code compliance or usability.

Feasibility Exploration of Mixed-Use Development
To finance the proposed mixed-use building, the developer held discussions with various lenders, financing partners, and loan brokers. Although these parties were impressed with the property's location and scenic views, they all emphasized that financing would be dependent on securing a fully executed five-year lease with reputable local or national retail tenants.

Moreover, many prospective commercial tenants had specific and costly demands, including:

- Drive-through capabilities.
- Large tenant improvement allowances.

These conditions significantly increased projected development costs and added further complexity to the financial viability of the mixed-use plan. Without a secured lease in place, financial institutions were unwilling to commit funding.

Financial Constraints and Other Challenges
The overall cost of construction—coupled with the financial burden of required amenities such as parking infrastructure, vertical access (e.g., elevators), and tenant improvements, created considerable financial obstacles. When compared with the current local rental market, both for commercial and residential units, it became evident that anticipated rental income from a mixed-use project would be insufficient to cover development costs.

Consequently, the project direction shifted toward a more modest and financially feasible residential-only development. This revised concept better aligns with the property's limitations and integrates more naturally with the surrounding neighborhood. The site's proximity to public transportation and its setback from Main Street make it particularly suitable for residential use.

Importantly, this residential focus is in line with Suisun City's recent downtown planning studies and economic development strategies, which promote increased residential density in the urban core. By adding more housing units ("rooftops"), the project would contribute to the local population needed to support nearby businesses and promote long-term economic growth.

<u>Parking</u>
Staff conducted a parking study, which can be found as Attachment 3 of the staff report, to assess existing parking availability and usage patterns in the downtown and waterfront-adjacent areas. The study was prompted by the proposed project and anticipated development projects. The City's goal is to ensure that sufficient parking resources are available to meet the current proposed project and future demands. City staff completed all data collection, including manual parking counts and occupancy

tracking, throughout multiple days and time periods. The analysis provides a summary of parking inventory, occupancy trends, and key observations.

Parking counts were conducted manually across five designated areas (Areas A–E) covering downtown Suisun City. Observations were made at different times of day (morning, midday, and afternoon) over the course of the week. Where parking spaces were unmarked, estimates were calculated based on standard curb lengths and vehicle spacing. Occupancy data was recorded to analyze peak usage trends and better understand the availability of parking resources during varied conditions. The map and attached spreadsheet contain detailed data, including day-by-day counts and occupancy percentages.

The following detail below represents the parking area zones (a corresponding map details the specific zones):

Area A (Driftwood to dead end, Downtown Main Street, Lot behind STA): **230 spaces**
Area B (Kellogg Parking Lot): **130 spaces**
Area C (Lawler and Theater Parking Lots): **44 spaces**
Area D (Street Parking along Main Street): **109 spaces**
Area E (Morgan, Line, Solano, and Kellogg Streets): **86 spaces**

In total, the total number of public parking spaces across Areas A through E is 599 spaces (this total does not include residential parking spaces west of Main Street). Parking for the proposed project would be located in Area A.

Parking Area Analysis
City staff conducted parking occupancy surveys during typical business hours, targeting periods commonly associated with peak parking demands specifically around midday and into the late afternoon (see attached: Occupancy Tracking). These timeframes were selected to capture the highest likely usage and provide an accurate representation of parking conditions during peak demand. The resulting survey data revealed the following insights into each area:

Area A – This area includes 230 parking spaces. Survey results showed consistently low occupancy rates, ranging from a low of 11% to a peak of just 20%. At no point during the survey period did occupied spaces exceed 47. Although the parking survey covered the broader downtown area, Area A is the most likely location to accommodate the parking demand associated with the proposed multifamily project.

Area B – This area contains 130 parking spaces. Survey results indicated a low occupancy rate of 19%, with a peak of 56%. At no point during the survey did the number of occupied spaces exceed 74. While the data confirms there is generally ample parking availability, it also shows a clear trend of increasing demand as the week progresses. This pattern aligns with expectations, as Area B is centrally located within the City's commercial core, featuring restaurants and service-oriented businesses. The combination of free parking and close proximity to these amenities contributes to the higher occupancy levels observed. Given its commercial nature and rising demand, Area B is not considered a suitable parking option for the proposed multifamily project.

Area C – Based on survey data, Area C experiences the highest parking demand among all areas studied. Occupancy rates remained consistently high, never falling below 70%, and peaked at 95% as the week progressed. While this area shares a similar proximity to local services as Area B, it functions as the primary hub of activity in the downtown core. One key factor contributing to its high utilization is its convenient, fluid access from Main Street and reduced safety conflicts compared to Area B.

Additionally, Area C consists primarily of off-street parking, which is generally perceived as safer and more accessible for visitors to nearby businesses and services.

Area D – Serving as the main thoroughfare through downtown, Area D showed a steady increase in parking occupancy as the week progressed, with approximately 50% of its 109 spaces occupied on average during the survey period. Despite its central location, the relatively small number of businesses along this stretch suggests that many vehicles are utilizing these spaces for long-term rather than short-term parking. This pattern may be attributed to residential spillover from neighborhoods west of Main Street, further contributing to sustained occupancy levels.

Area E – Located along key east-west cross streets in the heart of downtown, Area E consistently maintained occupancy rates above 50% throughout the week. With 86 on-street parking spaces available, observed usage ranged from 38 to 60 occupied spaces during the survey period. This area offers convenient and ample parking options for visitors accessing downtown services and amenities, supporting its role as a vital component of the overall downtown parking network.

Summary Findings

An analysis of five key parking areas in the downtown district reveals varying levels of usage and potential for accommodating future parking needs. Area A, offering 230 spaces, is significantly underutilized, with occupancy rates ranging between 11% and 20%. With a peak usage of only 47 spaces during the survey period, Area A presents the most viable option for supporting the proposed multifamily development due to its consistent availability.

In contrast, Area B, which includes 130 spaces, experiences moderate to increasing demand, particularly toward the end of the week, reaching a high occupancy rate of 56%. Positioned within a vibrant commercial hub filled with restaurants and services, its parking demand aligns with expected patterns in such active areas. Given its commercial focus and rising utilization, balancing future residential that relies on Area B as its primary parking option is not recommended.

Area C stands out as the most impacted zone, with occupancy rates consistently remaining above 70% and peaking at 95%. Its prime location, off-street layout, and safer access from Main Street contribute to its heavy use. Due to its consistently high demand, this area lacks the capacity to support new residential parking needs.

Area D, which serves as a primary downtown corridor, maintains an average occupancy of around 50% across its 109 spaces. The parking spaces appear to be used predominantly for long-term stays, possibly by nearby residents or workers, indicating less turnover and availability for short-term or additional parking.

Finally, Area E, encompassing key east-west streets in the downtown core, shows steady occupancy between 44% and 70% throughout the week. With 86 total spaces, it serves as a dependable option for visitors accessing central downtown services, though not ideal for meeting future residential parking requirements.

In conclusion, while Areas B, C, D, and E serve important roles in supporting commercial and visitor parking, Area A offers the most potential to accommodate new residential parking demands due to its low usage and availability.

Project Parking Requirements

Under California state law, specifically Assembly Bill 2097 (AB 2097), cities and other public agencies

are generally prohibited from imposing minimum parking requirements on most development projects located within one-half mile of a major transit stop. This law, effective January 1, 2023, applies to residential, commercial, and mixed-use developments, aiming to encourage transit-oriented development and reduce reliance on cars.

By eliminating mandatory parking minimums near transit hubs, AB 2097 aims to:

- Reduce housing costs by allowing developers to build projects without the added expense of constructing parking spaces.
- Encourage the use of public transportation and reduce greenhouse gas emissions.
- Promote denser, more walkable communities.

This law is part of California's broader efforts to address housing affordability and environmental sustainability by reforming land use and transportation policies.

The proposed multifamily development includes 19 residential units and one on-site manager unit. Under previous local parking requirements, the project would have been required to provide 24 parking spaces, based on a calculation of 1 to 1.5 spaces per bedroom.

Recent changes in state legislation, along with the City's Bay Conservation and Development Commission (BCDC) permit, have resulted in a more flexible approach to parking. Given the project's close proximity to a fixed-route transit center, the applicant, after collaborating with City staff, has chosen not to implement a minimum parking requirement. This strategic decision not only aligns with state policy goals to encourage housing development near transit but also aims to decrease dependence on private vehicles.

New state legislation allows the applicant to deviate from local parking requirements. Based on data collected during the City's parking survey, the project's location in Area A does not present a parking concern, as survey results indicate consistently low occupancy and no evidence of parking constraints in that area.

Lastly, there was an item that was raised at the Good Neighbor Meeting that pointed out that the public parking adjacent to the project restricted parking between the hours of 2-5AM. Staff would suggest that this issue be resolved by adding a condition of approval which requires the developer/applicant coordinate with the City to allow for issuance of special parking permits for any resident of the project. As mentioned earlier in this report, parking was discussed at length at the June 11 Planning Commission public hearing. Following the meeting, staff researched how municipalities have handled similar issues including the interface of private development projects with public parking areas. As a result, staff has determined that municipalities typically issue either monthly or annual passes, associated with a fee,for residents which are commonly regulated by using license plate information. It is expected that as development increases in the downtown area, a robust analysis and solution will be required with input from the community and ultimate adoption of a policy by the City Council.

<u>Architecture and Design</u>
As a part of the application submittal, the applicant has provided a discussion on the project architecture and design. Below are key points from the submittal:

- The design is based on craftsman architecture incorporating durable fiber cement siding in a staggered shingle, the aesthetics of natural wood and stone, and contrasting trim. The variety of materials will highlight the traditional elements of the building while allowing the passerby to enjoy the

comforting craftsman design elements.

- The building first floor has been raised to a first-floor level of ten and a half feet above sea level. The units on the west side of the building facing the adjacent parking lot have between two and four steps up to their entries in order to follow the existing grading. The east side of the building will be re-graded to not require stairs up to the units. A short five step staircase will lead from Driftwood Drive with an accompanying walkway separated by a new planter to provide wheelchair access.
- Access to the second-floor apartments will be on the west side nearest to the parking lot through glass doors beneath covered entries with landings at the tops of the stairs. No more than four second floor units will share a staircase.

As the Council can see, the parcel is not only small in nature but also presents challenges in that the site elevation must be raised. As a result, solutions relative to access and interaction with the existing surrounding public space were needed. Staff has determined that these solutions are appropriate in this case.

Environmental Review

California Environmental Quality Act (CEQA) Guidelines §15182 provides a specific exemption from additional environmental review under certain conditions. It is designed to streamline the CEQA process for qualifying residential projects that are consistent with a Specific Plan for which an Environmental Impact Report (EIR) has already been certified. The project must be residential, mixed-use residential, or residential in conjunction with public infrastructure and be consistent with a Specific Plan that has already undergone environmental review via an EIR. Finally, the project must not cause new significant effects or require additional mitigation measures beyond what was analyzed in the EIR for the Specific Plan.

Proposed Conditions of Approval

Following review of the project, staff has prepared several conditions of approval for consideration; however, staff has included some of the more complex conditions for City Council consideration:

PW-25 Applicant is to remove the existing trash enclosure located on the south side of Main Street between Solano Street and Sacramento Street. In addition, the project is to re-establish two public parking spaces at the latter location, which would require pavement resurfacing and striping.

PW-32 Any City-owned facilities—such as the North Basin Parking Lot or other areas utilized during the course of the project—that sustain damage, whether in whole or in part, as a result of the project's activities, must be repaired or replaced at the sole expense of the project. Restoration shall be carried out to the satisfaction of the City Engineer and must return the facility to its original or better condition. This requirement applies to all City facilities used for purposes such as, but not limited to, personnel parking, truck or equipment access routes, construction staging areas, material storage, or any other project-related operations.

PW-40 The Project shall upgrade the following existing curb ramps with ADA-compliant curb ramps: a) Two existing curb ramps at the northerly entrance to the North Basin Parking Lot, and b) the existing curb ramp located at the existing ADA parking spaces by the southwest corner of the proposed building. If the Fairfield-Suisun Sewer District's sanitary sewer force main project impacts this latter curb ramp, the District will be responsible for upgrading it as part of their project.

Required Findings for Planned Unit Development Permit Site Plan/Architectural Review

In order for the City Council to approve a Planned Unit Development Permit and Site Plan/Architectural Review Permit, specific findings are required to be made. These findings assure consistency with

applicable regulatory plans and compatibility with adjacent land uses and residents. Below are the required findings:

1. That the proposed project along with the proposed conditions under which it would be operated or maintained will be consistent with the Suisun City General Plan, Title 18 "Zoning" of the Suisun City Municipal Code, and the Waterfront Specific Plan
2. That the proposed project along with the proposed conditions under which it would be operated or maintained will be consistent with the General Plan.
3. That the proposed project will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such use, nor detrimental to properties or improvements in the vicinity or to the general welfare of the City.
4. That the proposed project is exempt from the California Environmental Quality Act per Section 15182 (Pursuant to a Specific Plan) (California Public Resources Code section 21000, et seq.) and the Guidelines thereunder (14 California Code of Regulations section 15000, et seq.) (collectively, "CEQA").

In evaluating the above findings, staff has determined each of the findings can be made by the City Council when taking into account the project description, Purpose and Intent of the General Plan Designation, the Waterfront District Specific Plan, as well as the proposed conditions of approval which are included as an exhibit to the resolution (Attachment 1).

STAFF RECOMMENDATION: Staff recommends that the City Council conduct a public hearing, for the proposed multi-family project at 400 Main Street; and

1. Find the Project is Exempt from the California Environmental Quality Act (CEQA) Per Section 15182 for a Twenty-Unit Multi-Family Project Located at 400 Main Street (APN 0032-091-220).
2. Adopt Resolution No. 2025 - ____: Approving Planned Unit Development Application No. PLN-00003 and Site Plan/Architectural Review Application No. PLN-00004 for a Twenty-Unit Multi-Family Residential Project at 400 Main Street (Assessor Parcel Number (APN) 0032-091-220).

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2025-__: Approving Planned Unit Development Application No. PLN-00003 and Site Plan/Architectural Review Application No. PLN-00004 for a Twenty-Unit Multi-Family Residential Project at 400 Main Street (Assessor Parcel Number (APN) 0032-091-220).
2. Project Application Materials.
3. Parking Survey
4. Draft Project Disclosure Document
5. Powerpoint Presentation.

PREPARED BY: John Kearns, Principal Planner
REVIEWED BY: Jim Bermudez, Deputy City Manager
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. 400 Main Street Attachment 1.docx
2. 400 Main Street Application Materials Attachment 2
3. 400 Main Street Attachment 3.pdf
4. 400 Main Street Attachment 4.pdf

5. PPT 400 Main Street Attachment 5.pdf

FINAL DISCLOSURE DOCUMENT

Proposed 20-Unit Waterfront Apartment Development
400 Main Street – Suisun Marina, Suisun City, California
Prepared for the Suisun City Planning Commission
Date: 06/17/2025
Prepared by: Sid Afshar, Sunfield Development, LLC

---

1. Introduction

This disclosure document accompanies the staff report submitted in support of the proposed 20-unit waterfront apartment project at 400 Main Street, Suisun City, CA. In response to Planning Commission guidance, this document outlines how the development will support public waterfront character, ensure visual quality, and disclose key conditions of occupancy to prospective tenants.

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2. Project Overview

- Project Name: AWANTA
- Type: Multi-family residential (20 units)
- Developer: Sunfield Development, LLC
- Representative: Sid Afshar
- Architect/Planner:

Robert Sesar

Principal Architect

A2R Architects

- Zoning: Mixed-Use
- Waterfront Access: Directly adjacent to the Suisun Marina public promenade and walkways

---

3. Public Realm Integration

3.1 Pedestrian and Bicycle Connectivity

DRAFT

- Marina-adjacent walkways seamlessly integrated with existing public paths
- Bike parking and street improvements to encourage non-vehicular access
- Transparent edges and low fencing to support an open pedestrian experience

3.2 Visual and Physical Access

- Step-back building massing protects key waterfront view corridors
- No physical barriers along the marina-facing perimeter
- Public spaces remain accessible and connected visually to the water

3.3 Landscaping and Lighting

- Drought-tolerant and native planting for marina consistency
- Downcast, warm lighting for safety and comfort
- No glare or spillover lighting into neighboring public walkways

3.4 Public Amenities

- Space identified for a potential bench or plaza area
- Opportunity for interpretive or historic signage facing the marina

---

4. Resident-Tenant Disclosure Plan

All tenants will receive a disclosure document at lease signing with the following key points:

4.1 Public Access Notice

Residents will be informed that the building borders a high-use public space, including walkways, boardwalks, and civic gathering areas.

4.2 Noise and Public Activity

Sound from boats, music, public events, and pedestrians may occur during evenings, weekends, and holidays. This activity is a core part of waterfront life.

DRAFT

4.3 View and Access Expectations

Residents will be notified that the waterfront views and amenities are shared public resources. No individual units will have exclusive rights to views, pathways, or access to marina frontage.

4.4 Community Engagement

Residents are encouraged to participate in civic efforts like waterfront cleanups, festivals, and environmental days that foster community ownership.

4.5 Visual Standards for Balconies and Exterior Spaces

To protect the visual integrity of the waterfront and maintain the development's contribution to Suisun's civic appearance, residents are strictly prohibited from displaying laundry, clothing, towels, household storage, or personal belongings on balconies, railings, patios, or other exterior areas visible to the public.
These areas are highly visible from public walkways and the marina. Maintaining a clean and orderly appearance contributes to the dignity and welcoming quality of the waterfront experience for all residents and visitors.

---

5. Response to Planning Commission Concerns

The development team has carefully considered Planning Commission concerns regarding transparency, public access, and the interface between private residences and the civic realm. In response:

- Public access will remain uninterrupted along the waterfront
- The building's massing preserves waterfront views
- All tenants will receive full disclosures regarding noise, activity, and behavior standards
- Exterior-facing balconies and patios will be regulated to prevent visual clutter

---

6. Conclusion

The proposed development at 400 Main Street reflects a community-centered design approach. It integrates new housing while prioritizing public access, view preservation, and shared waterfront pride. Sunfield Development, LLC is committed to working in step with the City of Suisun to maintain a visually dignified and accessible waterfront district.

DRAFT

Appendix A: Tenant Waterfront Disclosure Sheet

Waterfront Living Disclosure – [Project Name]
400 Main Street – Suisun Marina, Suisun City, CA
Developer: Sunfield Development, LLC
Contact: Sid Afshar

Waterfront Living Acknowledgment

As a tenant of a residence adjacent to the Suisun Marina, I acknowledge the following:

- I understand that the property borders a public marina, with walkways, community events, and recreational use.
- I accept that noise and activity may occur regularly, especially on weekends or holidays.
- I understand that marina views and walkways are shared with the public, and no exclusive rights are granted.
- I agree not to hang or display clothing, towels, laundry, storage bins, or personal belongings on any balconies, patios, or public-facing exterior areas.
- I understand that these standards are in place to maintain a clean, dignified, and respectful public waterfront experience.

Resident Name: _____
Signature: _____

Date: _____

DRAFT

Awanta Apartments

City of Suisun City, City Council
John Kearns, Principal Planner
August, 19, 2025
(continued from July 15, 2025)

1

1

Project Background

- Project Location
- Specific Plan Designation
- Planned Unit Development Permit (PUD)
- Good Neighbor Meeting
- Planning Commission Public Hearing

2

Project Location

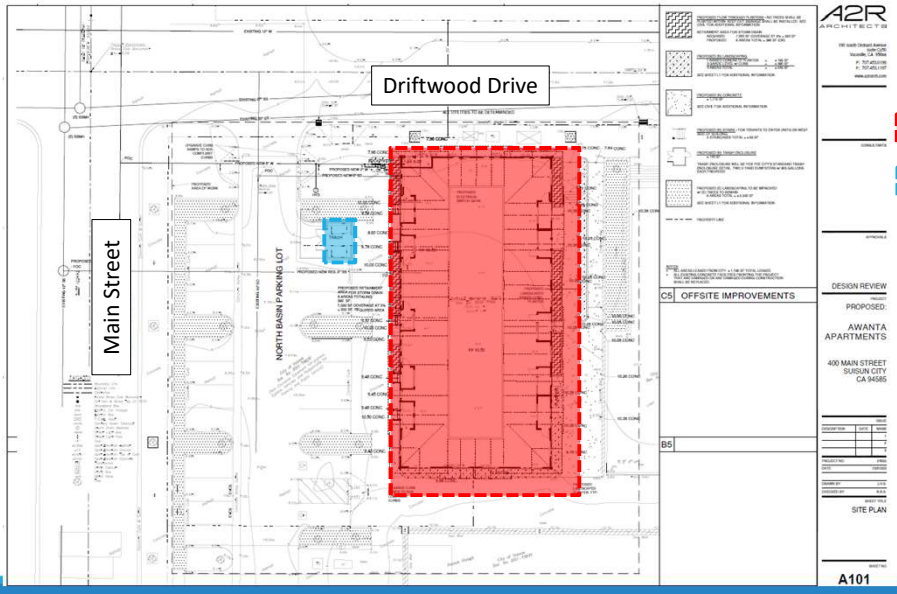
3

Proposed Project

- 2016 Waterfront District Specific Plan adopted
- Amended in 2018, changed site designation from Public Facilities (PF) to Commercial/Office/Residential (C/O/R)
- Parcel Size: 0.16 acres (6,969 square feet)
- Proposed Units: 20
- General Plan Designation: Downtown Waterfront Specific Plan
- Zoning District: Downtown Waterfront Specific Plan [Commercial/Office/Residential (C/O/R)]
  - **"Residential uses are also permitted to be developed as a "stand alone" development** or as an integrated part of a commercial/office development." [page3-9 of the Waterfront District Specific Plan]

4

Site Plan



= Project Site

= Relocated Trash Enclosure

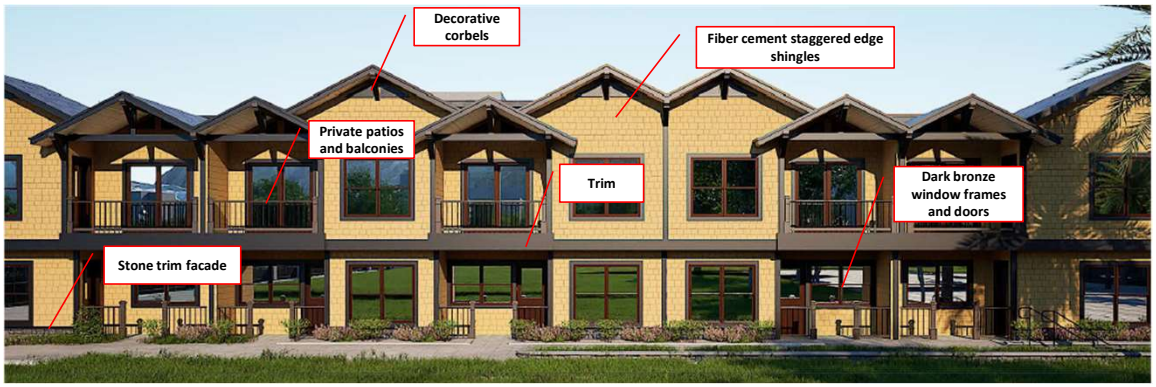
5

6

Elevations

7

Elevations Continued



8

Public/Private Interface

9

Analysis - PUD

- Planned Unit Development Intent and Application

	WDSP Standard	Proposed Project	Standard Met
Front Setback	0' min – 15' max	0'	Yes
Side Setback	0' min – 5' max	0'	Yes
Rear Setback	15' (minimum)	0'	Yes
Height	50' (max)	27'7"	Yes
Parking Spaces	24	0*	Yes

10

Analysis - SPAR

- Housing Accountability Act (HAA) severely limits residential design of "housing projects" unless **only** objective design guidelines are imposed
- Project is considered a "housing project" under the HAA, therefore, City Council review of residential design is limited
- Project would meet or exceed applicable design standards
- Project uses a variety of materials and articulation
- Units are oriented towards the waterfront and exterior creating an "urban" character typical of infill development
- Each unit has private balcony/patio space

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General Plan Policies & Waterfront District Specific Plan

- Project meets many General Plan and WDSP goals and policy
- Refer to the August 19, 2025, Staff Report for comprehensive list
- Examples
  - Focus higher density development and mixed-use projects in areas adjacent to the train/intermodal depot.
  - Strategically develop vacant, under-utilized, and infill land throughout the City, and especially in Downtown.
  - Foster transit-oriented development around the train/intermodal depot.
  - Policy CCD-4.3: New developments shall provide direct access routes to buildings from sidewalks and parking areas for pedestrians and bicyclists.
  - Policy CCD-7.2: New developments should front onto adjacent parks and open space, or provide windows, outdoor seating areas or other orientation to these features.

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Public Notice & Input

- Good Neighbor Meeting (April 14, 2025)
- Voluntary Neighborhood Meeting (August 6, 2025)
- Issues raised:
  - Parking
  - Feasibility
  - Quality of life
  - Cost of rent

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Issues & Concerns

- Parking
  - AB2097 (State Law) prohibits cities from imposing minimum parking requirements for residential projects that are within ½-mile of "high quality transit". The Project is within ½-mile of a qualifying transit hub; therefore, the City may **NOT** impose required parking nor can the basis of a decision be related to parking.
- Feasibility
  - Feasibility of the project is not necessarily in the purview of the City. The Project architect has drafted a plan that seemingly would meet or exceed applicable standards, and therefore, findings shall be made on the compliance with applicable regulations.
- Quality of Life
  - Speculative quality of life concerns is not a legal basis for decision-making. Although the Project would be located near activity, this is common in many parts of the State, Country, and abroad. Also, quality of life is not a "finding" of approval that shall be made for basing a decision.
- Cost of Rent
  - Any discussion of rental cost is not within the purview of the City and could run afoul of fair housing laws. The cost of rent is the business of the property owner/developer and should not be discussed and not be part of any decision-making on the project.

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Examples

HafenCity, Germany

Marina Bay, Qunicy, MA

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Examples

Sparks, NV

Alameda County, CA

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Conclusion

- Project meets or exceeds many of the General Plan, and Waterfront District Specific Plan goals and policies by promoting infill residential development.
- Issues and concerns raised were primarily those that are outside of the purview of the City for decision-making. Although some are valid concerns, State laws prohibit basing a decision on a residential project related to some of those concerns.
- Housing is needed in downtown to help maintain existing businesses and support the local economy

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Required Findings

1. That the proposed project along with the proposed conditions under which it would be operated or maintained will be consistent with the Suisun City General Plan, Title 18 "Zoning" of the Suisun City Municipal Code, and the Waterfront Specific Plan
2. That the proposed project along with the proposed conditions under which it would be operated or maintained will be consistent with the General Plan.
3. That the proposed project will not be detrimental to the public health, safety, or welfare of persons residing or working in or adjacent to the neighborhood of such use, nor detrimental to properties or improvements in the vicinity or to the general welfare of the City.
4. That the proposed project is exempt from the California Environmental Quality Act per Section 15182 (Pursuant to a Specific Plan) (California Public Resources Code section 21000, *et seq*.) and the Guidelines thereunder (14 California Code of Regulations section 15000, *et seq*.) (collectively, "CEQA").

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Conditions of Approval

- As a result of discussion at the July 15, 2025, City Council, the Applicant has agreed to the following new conditions of approval:

P-9 Applicant will work with Development Services Staff to explore and potentially revise the color scheme of the Project to ensure consistency with the character of the waterfront. However, the overall materials and building features shall remain the same as shown in the Project plans.

P-10 Applicant shall not erect any type of fence or barrier that would otherwise close off the property. If, in the future, the Applicant would like to modify elevations of the Project, including adding fencing, the Project would have to comply with approval processes identified in the Suisun Municipal Code.

P-11 Applicant voluntarily committed to exploring parking solutions for the Project with City Staff to potentially provide parking for the residents.

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Staff Recommendation

1. Find the Project is Exempt from the California Environmental Quality Act (CEQA) Per Section 15182 for a Twenty-Unit Multi-Family Project Located at 400 Main Street (APN 0032-091-220).
2. Adopt Resolution No. 2025-___; A Resolution of the City Council of the City of Suisun City Approving Planned Unit Development No. PLN-00003 and Site Plan/Architectural Review No. PLN-00004 for a Twenty-Unit Multi-Family Residential Project at 400 Main Street (APN 0032-091-220).

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AGENDA ITEM NO. 14.

AGENDA TRANSMITTAL

MEETING DATE: August 19, 2025

AGENDA ITEM: Approving a Professional Services Agreement with Apex Technology Management, LLC.

a. Council Adoption of Resolution No. 2025-___: Approving a Professional Services Agreement with Apex Technology Management, LLC to Provide Information Technology Support Services for the City of Suisun City;
b. Council Adoption of Resolution No. 2025-___: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2025-64 to Increase the Budget for Network Maintenance Internal Service Fund Contract with Apex Technology Management, LLC.

FISCAL IMPACT: The agreement proposes a monthly cost of $14,090 and a one-time onboarding fee of $18,750, payable over 12 months. This results in an annual increase of about $200,000, to be allocated across all participating funds. The Network Internal Service Fund budget will be updated in the mid-year adjustment.

STRATEGIC PLAN: Ensure a resilient and secure City infrastructure.

BACKGROUND: The City of Suisun City currently maintains limited in-house information technology (IT) capacity and seeks to improve its IT support, cybersecurity posture, and operational uptime through a partnership with a specialized managed service provider. Apex Technology Management, LLC ("Apex") is a top-ranked firm serving numerous California public agencies with 24/7 support, CLETS/CJIS-certified staff, and robust cybersecurity protocols.

This agreement establishes a co-managed IT services relationship with Apex to supplement internal capabilities and ensure critical systems are supported, secured, and responsive.

STAFF REPORT: The proposed agreement includes the following key provisions:

- Monthly Total Support Services at $14,090, including:
  - Gold-Level Support for 25 servers, including 24/7 monitoring, patch management, disaster recovery, and remote helpdesk.
  - Bronze-Level Support for 167 workstations, with escalation assistance, antivirus management, and patching.
  - Virtual CIO (vCIO) services, monthly IT strategy reports, and budgeting support.
  - Enterprise ticketing, monitoring, and remote desktop assistance.
  - One (1) quarterly on-site visit up to five hours.
  - Apex Security Essentials ($16.50/month per device)
    - Ring Fencing - Zero Trust
    - MDR
    - MultiFactor Authentication
    - Dark Web Monitoring
    - Password Manager

        - Security & Awareness Training
        - Self-Paced End-User Online Training for Productivity Applications
- One-Time Onboarding and Transition Fee of $18,750, which includes:
    - Network documentation and photo labeling.
    - Deployment of monitoring agents.
    - Network assessment and remediation planning.
    - Staff training and integration into Suisun's IT environment.
    - This amount may be split across the first 12 months at $1,562.50/month.

The partnership with Apex will enhance system reliability, improve user support response, and provide expert cybersecurity and infrastructure management at a scalable cost. The proposed services will replace any existing vendor arrangements and expand City capacity to handle current and future IT needs.

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

a. Resolution No. 2025-___: Approving a Professional Services Agreement with Apex Technology Management, LLC to Provide IT Support Services for the City of Suisun City;
b. Resolution No. 2025-___: Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2025-64 to Increase the Budget for Network Maintenance Internal Service Fund Contract with Apex Technology Management, LLC.

DOCUMENTS ATTACHED:

1. Resolution Approving a Professional Services Agreement with Apex Technology Management, LLC to Provide Information Technology Support Services for the City of Suisun City;
2. Resolution Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2025-64 to Increase the Budget for Network Maintenance Internal Service Fund Contract with Apex Technology Management, LLC.
3. Apex Total Support Co-Managed Service Agreement
4. Apex Proposal (June 5, 2025)

PREPARED BY: Rowland Roberts, IT Manager
REVIEWED BY: Lakhwinder Deol, Finance Director
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution Approving a Professional Services Agreement with Apex Technology Management, LLC to Provide Information Technology Support Services for the City of Suisun City
2. ResolutionÂ Adopting the 2nd Amendment to the Annual Appropriation Resolution No. 2025-64 to Increase the Budget for Network Maintenance Internal Service Fund Contract with Apex Technology Management, LLC
3. Apex Total Support Co-Managed Service Agreement
4. Apex Proposal

RESOLUTION NO. 2025 - ___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH APEX TECHNOLOGY MANAGEMENT, LLC TO PROVIDE INFORMATION TECHNOLOGY SUPPORT SERVICES

WHEREAS, the City of Suisun City ("City") seeks to enhance its information technology operations, infrastructure reliability, and cybersecurity posture; and

WHEREAS, the City has identified the need to supplement its in-house IT resources through a co-managed services model that provides strategic, technical, and operational support; and

WHEREAS, Apex Technology Management, LLC ("Consultant") has over 30 years of experience providing IT and cybersecurity services to municipal governments and public sector agencies across California; and

WHEREAS, Consultant will provide 24/7 monitoring and support services for servers and workstations, Virtual Chief Information Officer (vCIO) services, helpdesk support, on-site maintenance, and disaster recovery services, as detailed in the Consultant's proposal dated June 5, 2025; and

WHEREAS, the City and Consultant desire to enter into a Professional Services Agreement with a monthly cost of $14,090, and a one-time onboarding fee of $18,750, which may be allocated in equal installments over the first 12 months of service; and

WHEREAS, the total cost of the agreement is included in the FY 2025–26 City budget;

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

1. **Approval.** A Professional Services Agreement between the City of Suisun City and Apex Technology Management, LLC is hereby approved, with a total monthly service fee of $14,090 and a one-time onboarding cost of $18,750.
2. **Authorization.** The City Manager is hereby authorized to execute the Agreement and any related documents or amendments, in a form approved by the City Attorney.
3. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 20th day of August 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 20th day of August 2025.

_____

Anita Skinner
City Clerk

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ADOPTING THE 2nd AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2025-64 TO INCREASE THE BUDGET FOR NETWORK MAINTENANCE INTERNAL SERVICE FUND CONTRACT WITH APEX TECHNOLOGY MANAGEMENT, LLC

WHEREAS, On June 24, 2025, the City Council adopted the Annual Appropriation Resolution No. 2025-64 to appropriate from each of the several funds of the City to each Department of the City in the amounts set forth in the Annual Budget Business and Financial Plan for Fiscal Year 2025-26.

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

THAT the annual appropriation for the **Park Development Fund** is hereby amended as follows:

		Increase/ (Decrease)
TO:	Network Maintenance Internal Service Fund	$ 200,000
	Total	$ 200,000

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

		Sources	Uses
Revenue:			
A/C No. 710-3320-70101	Network Maintenance Internal Srv Fund -Beginning Balance	$ 200,000	
Appropriation:			
A/C No. 710-3320-91412	Network Maintenance Internal Srv Fund -Contracts-IT		$ 200,000
	Total Fund 300	$ 200,000	$ 200,000

THAT the purpose is to appropriate additional funds into the budget to cover cost of new contract with APEX Technology Management, LLC for IT support services.

ADOPTED AND PASSED at a regular meeting of the City Council of the City of Suisun City duly held on the 19th day of August 2025, by the following vote:

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

WITNESS my hand and seal of the said City this 19th day of August 2025.

Anita Skinner
City Clerk

Apex Total Support Co-Managed Service Agreement (Gold + Bronze)

THIS AGREEMENT ("Agreement") is made by and between **City of Suisun City** (hereinafter called "Client" or "City") located at the address noted in the Execution section of this Agreement and Apex Technology Management, LLC, a California Limited Liability Company, (hereinafter called "Apex"), located at 310 Hemsted Drive, Suite 300, Redding, CA 96002.

1. Description of Services. In compliance with all terms, conditions and provisions of this Agreement, Apex shall provide Client with technology support services as listed in Exhibit "A" and Exhibit "B" attached hereto (hereinafter the "Services"). The Services may be amended from time to time with 28 days' notice and as modified on the existing Exhibits or a replacement Exhibit signed by Client and Apex.

2. Monthly Fee. The current monthly fee for the Services shall be **$10,922.00** per month (the "Monthly Fee") and will be billed in advance on the first of every month. Any services provided outside the scope of Services will be billed separately as they are provided at Apex's then current billing rates. The current Monthly Fee is based upon the current configuration of the computers and LAN and WAN systems at the relevant Client facilities, as described in Exhibit A and Exhibit B of this Agreement. As a matter of course, Apex may recalculate the Monthly Fee to adjust for Workstations or Servers added to or removed from the Client's network using the per site base fee, per workstation fee, and per server fee, as listed on Exhibit A and Exhibit B of this Agreement. Systems removed from the network may not automatically be removed by Apex's auditing tool for up to 120 days, therefore it is the Client's responsibility to notify Apex if a Workstation or Server has been removed so that the monthly fee can be adjusted accordingly.

3. Method of Payment. Apex shall submit to City monthly invoices for all Services rendered pursuant to this Agreement. Such invoices shall be submitted within 15 days of the end of the month during which the Services were rendered and shall describe in detail the Services rendered during the period. The fixed monthly fee and all out-of scope work shall be listed. The out-of-scope work will include the days worked, number of hours worked, the hourly rates charged, and the Services performed for each day in the period. City will pay Apex within 30 days of receiving Apex's invoice. City will not withhold any applicable federal or state payroll and other required taxes, or other authorized deductions from payments made to Apex.

4. Standard of Care. As a material inducement to City to enter into this Agreement, Apex hereby represents that it has the experience necessary to undertake the Services to be provided. In light of such status and experience, Apex hereby covenants that it shall follow the customary professional standards in performing all Services. City relies upon the skill of Apex, and Apex's staff, if any, to do and perform the Services in a skillful, competent, and professional manner, and Apex and Apex's staff, shall perform the Services in such manner. Apex shall, at all times, meet or exceed any and all applicable professional standards of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City. The acceptance of Apex's work by the City shall not operate as a release of Apex from such

standard of care and workmanship.

5. Familiarity with Services. By executing this Agreement, Apex represents that, to the extent required by the standard of practice, Apex (i) has investigated and considered the scope and level of services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. Apex represents that Apex, to the extent required by the standard of practice, has investigated any areas of work, as applicable, and is reasonably acquainted with the conditions therein. Should Apex discover any latent or unknown conditions, which will materially affect the performance of services, Apex shall immediately inform City of such fact and shall not proceed except at Apex's risk until written instructions are received from City's Representative.

6. Compliance with Laws. In performing this Agreement, Apex shall comply with all applicable provisions of federal, state, and local law.

7. Additional Services. Apex will not be compensated for any work performed not specified in the Scope of Services unless City authorizes such work in advance and in writing. The City Manager may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the City Manager. Payment for additional work in excess of this amount requires prior City Manager authorization.

8. Term of Agreement: The term of this Agreement shall commence on September 1, 2025 and shall remain in full force and effect until August 31, 2026 unless sooner terminated as provided below.

A. **Automatic Renewal:** This Agreement shall renew automatically for successive one (1) year periods unless either party gives notice to the other in writing at least thirty (30) days prior to the anniversary date of this Agreement. If written notice of termination is provided to the other party at least 30 days prior to the anniversary date, then the agreement will terminate on the next anniversary date of the agreement. Each renewal of this Agreement shall be subject to the same terms and conditions in this Agreement except that upon each annual renewal the Monthly Fee (including the base fee, per workstation fee and per server fee) will increase by 3.5% to adjust for increased costs and inflation. Hourly fees will be billed at the then current billing rates and may be subject to change occasionally.
B. **Termination:** Either party may terminate this Agreement, with or without cause, at any time by giving sixty (60) days written notice of termination to the other party.
C. **Default:** If Client fails to pay the Monthly Fee and/or billed expenses promptly before or on the due date (15 days after the first of the month), Client will be deemed in default of this Agreement and Apex may terminate this Agreement upon ten (10) days written notice to Client. Should Apex choose not to terminate the Agreement, such decision on the part of Apex should not be deemed a waiver of any rights by Apex to collect any and all sums owed by Client.

9. Responsibilities of Client.

A. The Client must provide Apex with full access to all areas of the facility necessary to complete the

Services in a timely manner, including but not limited to physical spaces, passwords, keys and codes.

B. The Client must be able to provide documentation supporting ownership or licensing of all equipment and software. Apex will not install, support or troubleshoot unlicensed software.
C. The Client must provide a suitable work environment for Apex for any on-site services required, including desk space, access to a telephone and parking.
D. The Client shall maintain its hardware and software under a valid support agreement with the vendor or manufacturer of the hardware or software at all times. Apex shall not be responsible under this Agreement for installing, updating, maintaining, or supporting hardware or software not covered under a valid support agreement with the software vendor or manufacturer. Any such support will be separately billed at Apex's billing rate in effect at the time of service.
E. Unless otherwise provided by Apex, Client shall be responsible for maintaining backups of all critical software, documents, and applications on all of Client's file servers, personal PC's, organizers, and other electronic equipment.
F. The Client shall be solely responsible for changing backup media on the Servers.
G. Client must receive Apex's approval for any changes to the covered equipment. If Client does not receive Apex's approval for changes to the covered equipment, any additional maintenance or support services required due to Client's changes to the covered equipment will not be covered by this agreement and will be billed separately at Apex's then current billing rates.
H. The Client is responsible for payment of invoices on or before the due date (15 days after the first of the month).

10. Expenses. Client shall reimburse Apex for the following expenses that are directly attributable to work performed pursuant to this Agreement:

A. A fixed $250.00 trip fee will apply for on-site support visits. (not charged for the included Quarterly Maintenance visit or VCIO visits) This fee covers travel time and mileage to and from the site. Overnight visits will incur lodging and meal charges and will be invoiced to the client. Once on-site, out-of-scope service hours will be billed separately at the discounted Gold rates.
B. Telephone long-distance and facsimile (fax) long-distance charges.
C. Postage and courier services.
D. Computer services, such as hardware repairs and replacement of hardware necessary to complete the scope of services to be provided.
E. Other expenses resulting from the work performed under this Agreement.
F. Apex shall submit an itemized statement of Apex’s expenses, along with any associated invoices.

11. Confidentiality: Apex may have access to financial, accounting, statistical, and personnel data of individuals and City employees, trade secrets, and/or other information that may be protected under other applicable laws relating to privacy, confidentiality and/or privilege. Apex covenants that all Work Product (as defined in Subsection 11.1) and/or any other data, documents, writings, discussion or other information created, developed, received or provided by Apex for performance of this Agreement are confidential unless such information is in the public domain or already known to Apex.

Apex shall not release or disclose any such Work Product, data, documents, writings, discussion or other information to persons or entities other than City without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Apex, its officers, employees, agents, servants, and/or

subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered "voluntary," provided Apex gives City timely notice of such court order or subpoena.

Apex shall promptly notify City should Apex, its officers, employees, agents, servants, and/or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within City. City may, but has no obligation to, represent Apex or be present at any deposition, hearing or similar proceeding. Apex agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Apex. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

Apex's covenants and obligations under this Section shall survive the termination or expiration of this Agreement.

12. Exclusions. The Services, including telephone support services, online technical support services, and on-site support services are for approved platforms, devices, operating systems, applications and other items. All Services are subject to the following exclusions:

A. Apex may make recommendations for hardware, software or network improvements, referred to as special projects, to improve the level of support. If implementation of the recommendation is necessary to continue efficient and effective support, and the recommendation is not implemented, Apex reserves the right to exclude the item(s) needing replacement or repair from Services provided.

B. Services do not include any service after the equipment has been serviced, repaired, moved or relocated by anyone other than Apex or an authorized Apex agent. Services also do not include repair or service required as a result of:

    1. Neglect, theft, or accidental damage of the equipment;
    2. Alterations or modifications to the equipment performed by other than Apex or authorized Apex agent;
    3. The failure of Client to provide and maintain a suitable installation environment at all facilities as prescribed by Apex (including, but not limited to, proper electrical power, air conditions, or humidity control);
    4. The use of supplies or materials not meeting Apex's specifications;
    5. The use of the equipment for purposes other than those for which it was designed;
    6. Electrical work external to the equipment or service connected with equipment relocation, reconfiguration or additions;
    7. Cutoff of services to Client by any utility;
    8. Acts of God.

C. Software or Hardware not owned by the Client are specifically excluded.

D. Labor for troubleshooting, configuring or installing copy machines or any other hardware or peripherals provided by another 3rd party vendor.

E. Labor for troubleshooting, configuring or installing non business related software such as iTunes, and games.

F. Software or Hardware not covered under a valid maintenance contract or warranty with the vendor or OEM are specifically excluded.

G. Moves, Adds and Changes ("projects") are not covered under this agreement and are separately billable.

13. Alterations to Services or Equipment. If Client alters any Services or Equipment conducted by Apex without the express written consent of Apex, Client does so at its own risk and expense. Apex shall not be liable or responsible for problems created as a result of Client's alteration of Services, Equipment and/or Client's network or system. If Client wishes Apex to correct or fix its alterations or problems relating thereto, such Services by Apex will be considered a new project and billed at then current project rates, and Client agrees that the same terms and conditions set out in this Agreement shall apply.

14. Response Times. Apex will respond to Client employee or self-discovered computer related service requests listed in the "Response Time Grid" in Exhibit "A" and Exhibit "B".

15. Warranties.

A. **Product Warranty:** APEX IS NOT A HARDWARE MANUFACTURER OR SOFTWARE DEVELOPER, BUT A RESELLER, INTEGRATOR AND TECHNOLOGY MANAGEMENT SERVICE PROVIDER. ACCORDINGLY, APEX DOES NOT PROVIDE ITS OWN WARRANTIES FOR THIRD PARTY SOFTWARE OR HARDWARE. ALL WARRANTIES, IF ANY, FOR THIRD PARTY PRODUCTS ARE ASSIGNED TO THE CLIENT FROM THE THIRD PARTY MANUFACTURER OR DEVELOPER. AS SUCH, APEX HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS OR MERCHANTABILITY.

B. **Services Warranty** Apex warrants that Services will be performed in a manner consistent with customary practice in the industry. Should a failure to comply with this warranty appear within thirty (30) days after the date of completion of such Services, Apex shall, if promptly notified in writing, at its option, either provide the Services anew or refund to Client the price charged for such non-conforming Services. Such re-performance or refund(s) shall be Client's exclusive remedy and shall constitute fulfillment of all liabilities of Apex with respect to any nonconformity of or defect or deficiency in Services furnished to Client.

The above Service Warranty is the only warranty provided by Apex relative to this Agreement.

ALL OTHER WARRANTIES, OF ANY TYPE, WHETHER EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED AND

CLIENT ACKNOWLEDGES THEY ARE WAIVING THE ENFORCEMENT OF ANY SUCH WARRANTIES AS TO APEX BY ENTERING INTO THIS AGREEMENT.

16. Limitation of Liability. Client further agrees that Apex's liability, if any, for any breach of contract shall not exceed the insurance coverages for the portion of Services, Equipment, or Custom Software giving rise to such claim. APEX SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCE OR THEORY OF LIABILITY. Without limiting the generality of the foregoing, Apex shall have no responsibility to compensate Client for delays in or loss of use of equipment, loss or miscalculation of data, loss of revenue or increased costs, loss of facilities, loss or delays in services, or claims of Client's clients, or other third parties to whom it provides goods or services, loss of profits or revenue, cost of substitute goods, facilities or services, downtime costs, or delays.

17. Indemnification. Apex assumes all responsibility for damages of property or injury or death to persons caused by the negligence performance, errors or omissions of Apex, his agents or employees, or any equipment furnished under the Agreement or used by Apex, his/her agents and employees. To the extent permitted by law, Apex shall indemnify, hold harmless, release and defend Client, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, failure to comply with any current, and expenses including attorney's fees and other defense costs or liabilities of any nature (referred to within this section as "Claims") that may be asserted by any person or entity including Apex arising from any cause whatsoever including another's concurrent negligence arising out of or in any way connected with the activities of Apex, its employees and agents hereunder and regardless of Client's negligence. Client agrees to provide Apex with reasonable notification of legal claims and/or lawsuits which Client may receive and which Client will request indemnification in under this paragraph.

This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Client under Workers' Compensation, Disability or other employee benefit acts, acceptance of insurance certificates required under this Agreement, or the terms, applicability or limitations of any insurance held by Client.

18. Insurance General Requirements. Apex shall not commence work under this Agreement until it has provided evidence satisfactory to City that Apex has secured all insurance required under this Section.

19. Minimum Scope and Limits of Insurance. Apex shall, at its sole cost and expense, procure, maintain and keep in full force and effect for the duration of the Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement, as follows:

19.1 Commercial General Liability Insurance: Apex shall maintain limits no less than $2,000,000 per occurrence for bodily injury, death, personal injury and property damage; and if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit: Coverage shall be at least as broad as the latest version of Insurance Services Office Commercial General

Liability coverage (occurrence form CG 0001). If Apex is a limited liability company, the commercial general liability coverage shall be amended so that Apex and its managers, affiliates, employees, agents, servants, and other persons necessary or incidental to its operation are insureds.

19.2 Automobile Liability Insurance: Apex shall maintain limits no less than $1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

19.3 Workers' Compensation Insurance in the amount required by law; and Employer's Liability Insurance: with limits of at least $1,000,000 per accident and in the aggregate for bodily injury or disease.

19.4 Professional Liability (or Errors and Omissions) Liability Insurance: Apex shall maintain professional liability (or errors and omissions liability) insurance that covers the Services to be performed in connection with this Agreement, with minimum limits of $1,000,000 per claim/aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. If a "claims made" policy is provided, then the policy shall be endorsed to provide an extended reporting period of not less than three years.

19.5 Cyber Security & Privacy Liability Insurance: Service Provider shall procure and maintain Cyber Security and Privacy Liability insurance with limits of $1,000,000 per occurrence and $2,000,000 general aggregate which shall include the following coverage:

(a) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination, or use of the confidential information.

(b) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.

(c) Liability arising from the failure of technology products (software) required under the contract for Service Provider to properly perform the services intended.

(d) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(e) Liability arising from the failure to render professional services.

19.6 Acceptability of Insurers. The Insurance policies required under this Section shall be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to City.

19.7 Additional Insureds.

(a) For general liability insurance, City, its elected and appointed officials, officers, employees, agents, servants, volunteers, and those City agents serving as independent contractors in the role of City officials shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the Apex, including materials, parts or equipment furnished in connection with such work.

(b) For automobile liability insurance, City, its elected and appointed officials, officers, employees, agents, servants, volunteers and those City agents serving as independent contractors in the role of

City officials, shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Apex or for which the Apex is responsible.

(c) These additional insured provisions shall also apply to any excess/umbrella liability policies.

19.8 Cancellations or Modifications to Coverage. The insurance policies shall contain the following provisions, or Apex shall provide endorsements on forms supplied or approved by City to state: (i) coverage shall not be suspended, voided, reduced or canceled except after 30 days (or ten days for nonpayment) prior written notice by certified mail, return receipt requested, has been given to City; (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its elected and appointed officials, officers, employees, agents, servants, volunteers, and those City agents serving as independent contractors in the role of City officials.

19.9 Primary and Non-Contributing. Coverage shall be primary insurance as respects City, its elected and appointed officials, officers, employees, agents, servants, volunteers, and those City agents serving as independent contractors in the role of City officials, or if excess, shall stand in an unbroken chain of coverage excess of the Apex's scheduled underlying coverage and that any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents, servants, volunteers and those City agents serving as independent contractors in the role of City officials, shall be excess of the Apex's insurance and shall not be called upon to contribute with it.

19.10 Separation of Insureds. Each insurance policy shall contain standard separation of insureds provisions and shall not contain any special limitations on the scope of protection afforded to City, its elected and appointed officials, officers, employees, agents, servants, volunteers and those City agents serving as independent contractors in the role of City officials.

19.11 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall be declared to and approved by City. Apex guarantees that, at the option of City, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected and appointed officials, officers, employees, agents, servants, volunteers and those City agents serving as independent contractors in the role of City officials; or (ii) Apex shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

19.12 Waiver of Subrogation. Each insurance policy required by this Agreement shall expressly waive the insurer’s right of subrogation against City, its elected and appointed officials, officers, employees, agents, servants, volunteers and those City agents serving as independent contractors in the role of City officials. Apex hereby waives its own right of recovery and all rights of subrogation against City; and shall require similar express written waivers from any subcontractor.

19.13 Enforcement of Agreement Provisions (Non-Estoppel). Apex acknowledges and agrees that any actual or alleged failure on City’s part to inform Apex of non-compliance with any insurance requirement does not impose additional obligations on City, nor does it waive any rights hereunder.

19.14 City Remedy for Noncompliance. If Apex does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Apex’s

policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at expense, the premium thereon. Apex shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Apex.

19.15 Evidence of Insurance. Prior to the performance of Services under this Agreement, Apex shall furnish City with original certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section on forms satisfactory to and approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by City if requested. Apex may provide complete, certified copies of all required insurance policies to City. Apex shall maintain current endorsements on file with City's Risk Manager. All certificates and endorsements shall be received and approved by City before work commences. City also reserves the right to require complete, certified copies of all required insurance policies, at any time. Apex shall also provide proof to City that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Apex shall furnish such proof at least two weeks prior to the expiration of the coverages.

19.16 Insurance Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

19.17 Broader Coverage/Higher Limits. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Apex under this Agreement. Apex may also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services. If Apex maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Apex.

19.18 Timely Notice of Claims. Contractor shall give City prompt and timely notice of demands or claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

20. Independent Contractor. Apex is an independent contractor and not an employee of City. All work or other Services provided pursuant to this Agreement shall be performed by Apex or by Apex's employees or other personnel under Apex's supervision. Apex will determine the means, methods, and details by which Apex's employees and other personnel will perform the Services. Apex shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

All of Apex's employees and other personnel performing any of the Services under this Agreement on behalf of Apex shall also not be employees of City and shall at all times be under Apex's exclusive direction and

control. Apex and Apex's personnel shall not supervise any of City's employees; and City's employees shall not supervise Apex's personnel. Apex's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Apex's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Apex shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Apex's personnel require to perform any of the Services required by this Agreement. Apex shall perform all Services off of City premises at locations of Apex's choice, except (i) as otherwise required for the performance of Services on City real property, facilities, vehicles or equipment; (ii) as otherwise may from time to time be necessary in order for Apex's personnel to receive projects from City.

Apex's performance of any Services under this Agreement, or (iii) as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Apex from time to time for Apex's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

In addition to all other provisions of this Agreement, Apex shall be responsible for and pay all wages, salaries, benefits and other amounts due to Apex's personnel in connection with their performance of any Services under this Agreement and as required by law. Apex shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Apex and any of its officers, employees, agents, servants, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

Apex shall defend, indemnify and hold harmless City, its elected and appointed officials, officers, employees, agents, servants, volunteers, and those City agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Apex's personnel practices. or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section 9.0. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Apex under this Agreement any amount due to City from Apex as a result of Apex's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Apex's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement. Apex's covenants and obligations under this Section shall survive the expiration or termination of this Agreement.

21. PERS Compliance and Indemnification General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contributions to PERS on behalf of qualifying employees. Apex agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Apex shall assure compliance with the Public Employees' Retirement Law ("PERL"), commencing at Government Code § 20000, as amended by the Public Employees' Pension Reform Act of 2013 ("PEPRA"), and the regulations of PERS, as amended from time to

time. Without limitation to the foregoing, Apex shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the PERL, PEPRA or any other applicable retirement laws and regulations.

22. Indemnification. To the maximum extent permitted by law, Apex shall defend, indemnify and hold harmless City, its elected and appointed officials, officers, employees, agents, servants, volunteers, and those City agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Apex's violation of any provisions of this Section 10.0. This duty of indemnification is in addition to Apex's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement. Apex's covenants and obligations under this Section shall survive the expiration or termination of this Agreement.

23. Forum and Venue. The parties agree that this contract shall be governed and/or interpreted in accordance with the laws of the State of California. The parties agree that any disputes that arise out of this Agreement will be resolved in the jurisdiction of Solano County Superior Court or in the case of any matters having exclusive jurisdiction in federal court those matters shall be brought in the Eastern District of California of the United States District Court.

24. Party Representatives. The City Manager is City's representative for purposes of this Agreement. _____ is the Apex's primary representative for purposes of this Agreement. _____ shall be responsible during the term of this Agreement for directing all activities of Apex and devoting sufficient time to personally supervise the Services hereunder. Apex may not change its representative without the prior written approval of City, which approval shall not be unreasonably withheld.

25. Notices. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed 48 hours after deposit in the United States Mail, first class postage prepaid and addressed to the party at the following addresses:

To City: City of Suisun City
701 Civic Center Blvd
Suisun City, CA 94585
Attn: City Manager

To Apex: Apex Technology Management, LLC
310 Hemsted Drive, Suite 300
Redding, CA 9600
Attn: _____

Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

26. Permits and Licenses. Apex and all of Apex's employees and other personnel shall obtain and maintain

during the Agreement term all necessary licenses, registrations, permits and certificates required by law for the provision of the Services under this Agreement, including a business license as required by the Suisun City Municipal Code.

27. Notices. Any notice, request, demand or other communication required or permitted by, or relating to, the terms of this Agreement shall be deemed to be properly given only when delivered to the United States Postal Service, sent certified mail -return receipt requested, or postage prepaid, or upon confirmation of receipt by facsimile, addressed to the party to receive notice as previously requested by notice hereunder or, otherwise, as provided in conjunction with such party's signature below.

28. Severability. Every provision of this Agreement is intended to be severable. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county statute, county code, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

29. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is amended.

30. Force Majeure. Performance under this Agreement is subject to interruption and delay due to causes beyond the parties' reasonable control, such as acts of God, acts of any government, war or other hostility, including acts of terrorism, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

31. Authorized Representatives: The signatories below represent and warrant that they are authorized by their respective organizations to enter this Agreement.

32. Scanned or Facsimile Execution: This Agreement may be validly executed by the signing of a scanned, electronic or facsimile copy of this Agreement. Either the fully executed scanned copy, facsimile copy or a conforming executed original shall be evidence of the existence of this Agreement.

33. Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement.

34. Title and Risk Loss: Any Equipment sold to Client under this Agreement shall remain the personal property of Apex until fully paid for by Client, and Client agrees, if requested by Apex, to execute a security agreement covering the Equipment sold and to perform all acts which may be necessary to perfect and assure retention of title to such Equipment by Apex. Notwithstanding any agreement with respect to delivery terms

or payment of transportation charges, risk of loss or damage shall pass to Client and delivery shall be deemed to be complete upon delivery of the Equipment to Client, either by Apex or by a private or common carrier.

35. Assignment: Any assignment of this Agreement or any rights thereunder, without prior written consent of both parties by duly authorized representatives, shall be void; consent shall not be unreasonably withheld. Any purposed assignment, transfer or delegation without City's consent shall entitle City to terminate this Agreement.

36. Miscellaneous: This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement. This Agreement embodies the entire understanding between the parties with respect to the subject matter of this Agreement, and except as otherwise provided herein, supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter of this Agreement.

37. Non-Appropriation of Funds. Payments to be made to Apex by City for any Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Apex's Services beyond the current fiscal year, this Agreement shall cover payment for Apex's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

38. Mutual Cooperation City's Cooperation. City shall provide Apex with all pertinent data, documents and other requested information as is reasonably available for Apex's proper performance of the Services required under this Agreement.

39. Apex's Cooperation. Apex agrees to work closely and cooperate fully with City's representative and any other agencies that may have jurisdiction or interest in the work to be performed. In the event any claim or action is brought against City relating to Apex's performance of Services rendered under this Agreement, Apex shall render any reasonable assistance that City requires.

40. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

41. Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith.

42. Titles and Headings. The titles and headings used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

43. Recitals. City and Apex acknowledge that the above Recitals are true and correct and are hereby

incorporated by reference into this Agreement.

44. Exhibits. All exhibits referenced in this Agreement are hereby incorporated into the Agreement as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms of this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the effective date written above.

APEX:

Apex Technology Management, LLC
310 Hemsted Drive, Suite 300
Redding, CA 96002
Telephone: 530-248-1000 Fax: 530-243-9184

Name: Matthew Fristoe **Title:** President

Signature: _____ **Date:** _____

CLIENT:

City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585

Name: _____ **Title:** _____

Signature: _____ **Date:** _____

Apex Technology Management

A New Charter TECHNOLOGIES Company

CITY OF SUISUN CITY CALIFORNIA

Co-Managed IT Services - Proposal

June 5, 2025

Experience and Qualifications

TRANSFORMING ORGANIZATIONS AND LIVES THROUGH INNOVATIVE TECHNOLOGY SOLUTIONS

APEX TECHNOLOGY MANAGEMENT

Since 1991, Apex has been providing enterprise-class Managed IT & Cybersecurity services to the Public Sector. Passionate about providing best-in-class service to our clients, we are committed to continuously investing in the architecture, design, and security of our technology solutions.

Cyber74

Cyber74 is the Advanced Cybersecurity division of Apex Technology Management. We work together with you to identify, address, and combat threats through advanced tools and custom, comprehensive cybersecurity programs.

Safe, Secure and Stable

SOLUTIONS AVAILABLE IN HOUSE FROM NEW CHARTER TECHNOLOGIES

New Charter TECHNOLOGIES

Apex Technology Management

A New Charter Technologies Company

- SEO & E-COMMERCE
- APPLICATION DEVELOPMENT
- HOSTED BUSINESS SOLUTIONS
- ADVANCED CYBERSECURITY
- WEBSITE DESIGN + DEVELOPMENT
- ELECTRONIC HEALTH AND MEDICAL RECORDS (EHR) (EMR)
- PHONE SYSTEMS + VOIP
- ADVANCED MICROSOFT SOLUTIONS
- CUSTOMIZED TRAININGS ON MICROSOFT + OTHERS
- MOBILE APP DEVELOPMENT
- APPLICATION AND DATA INTERFACES
- SQL DATABASE DESIGN + DEVELOPMENT

Why Apex

Recognized as a Top Tier U.S. based Industry Leader in Security, Operational Maturity, Transformation and Satisfaction, Apex has been providing enterprise-class services to Municipal Government clients for over 32 years. **Ranked in the Top 5 of all Municipal Government MSP's for the past five years.**

We are committed to maintaining a Client-Obsessed company culture. Your success is our mission.

Active and engaged with Public Sector Associations such as CSMFO, Cal League of Cities, the FBI and Insurance JPA's.

End-user satisfaction is critical in serving our clients. We focus on hiring people that can compassionately handle the technology but also the people using it.

32
Years in Business
Dedicated focus on Municipal Government and Special Districts

5000+
Endpoints Managed

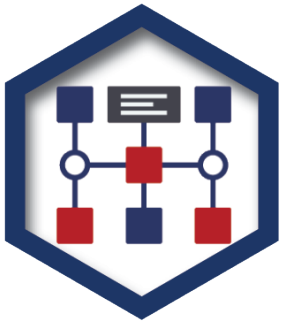
20+
Technical team members with CJIS/CLETS

5-Years
Ranked in the "Top 5 MSPs for Government and Education" 5-years running

24/7
Help Desk Support

5
Star Google Review Rating

Our Services



Managed IT Services & Local Support

We take care of all your IT needs allowing you to focus on whats important. Your organization, goals, & mission.

Advanced Cybersecurity

Custom cybersecurity assessments and multi-tiered solutions to ensure your entire IT infrastructure is protected at all times.

Technology Assessments

A proactive, detailed investigation, assessment and record of your Organization's current state of IT.

IT Consulting & Outsourcing

Providing a result-oriented approach to IT consulting & outsourcing services, driving targeted outcomes for your business.

Public Sector Strategic Advisory Council

Meets quarterly to refine our services and address emerging challenges for our public sector clients. The members of this council are all former public sector employees.

Marc Coopwood

- Former Assistant Chief of Police, Beverly Hills
- Police Captain, City of Sacramento (1994 - 2017)
- President, California Peace Officers' Association (2017 - 2019)

Reina Schwartz

- Former City Manager for the City of Clayton
- Former Assistant City Manager for the City of San Pablo
- Began her Public Policy Career with California State Legislative Analyst's Office

Beth Johnson

- Former Chief of Police for the Novato Police Department
- Martinez Police Department
- Walnut Creek Police Department

Dana Hollmer

- Former Treasurer/Tax Collector for Tehama County
- Served as the IT Liaison to the MSP's for Tehama County
- Former Vice President/Controller of a regional savings and loan

Industry Recognition – including Government rankings

ChannelE2E
TOP MSP
VERTICAL MARKET
2024 EDITION

Top 5 Government & Education MSPs

ChannelE2E

Vertical Rank	2024 Rank	2023 Rank	2022 Rank	Company	Location	Top Exec
1	1	1	1	ECS www.ecstech.com	Fairfax, Virginia	John Heneghan, President
2	15			NetXperts www.netxperts.com	Walnut Creek, California	Neil Wada, CEO
3	18			CloudHesive www.cloudhesive.com	Fort Lauderdale, Florida	Jim Walker, CEO
4	31	38	40	Network Outsource www.networkoutsource.com	New Hyde Park, New York	Adam Mahoney, President
5	39	51	63	Apex Technology Management www.apex.com	Redding, California	Matthew Fristoe, President

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Channel Futures
MSP OF THE YEAR
2023

THE CHANNEL CO.
CRN
MSP 500
2024

CYBERSECURITY MATURITY MODEL CERTIFICATION
CMMC-AB
RPO
REGISTERED

Staff/Technical Expertise

Microsoft Certs held by Apex Engineers

- 6 MCP (Microsoft Certified Professionals)
- 5 MCSA (Microsoft Certified Systems Administrator)
- 3 MCSA (Microsoft Certified Solutions Associate)
- 3 MCSE (Microsoft Certified Systems Engineer)
- 5 MCSE (Microsoft Certified Solutions Expert)
- 5 MCITP (Microsoft Certified IT Professional)
- 1 MCDST (Microsoft Certified Desktop Support Tech.)
- 1 MCT (Microsoft S Certified Technician)
- 18 MCTS (Microsoft Certified Technology Specialist)

Citrix Certs held by Apex Engineers

- 1 CCE-V (Citrix Certified Engineer – Virtualization)
- 1 CCEE (Citrix Certified Enterprise Engineer)
- 4 CCA (Citrix Certified Administrator-XenApp 6.5)

COMPTIA Certs held by Apex Engineers

- 2 COMPTIA A+, 2 COMPTIA Network+, 2 COMPTIA Security+

CISCO Certs held by Apex Engineers

- 6 CCNA (Cisco Certified Network Associate)
- 3 CCNP (Cisco Certified Network Professional)
- 1 CCENT (Cisco Certified Entry Network Technician)
- 1 CCDP (Cisco Certified Design Professional)
- 1 CCDA (Cisco Certified Design Associate)
- 1 CTSS (Cisco Technical Sales Specialist)
- 1 CMNA (Cisco Meraki Network Associate)

VMware Certs held by Apex Engineers

- 2 VCP (VMware Certified Professional) 6.5
- 1 VCT (VMware Certified Technician)
- 1 VTPA (Virtualization Tech Post-Sales Accreditation)
- 1 VMware vSphere Systems Design
- 2 VSP (VMware Sales Professional)

Gold Microsoft Partner

Microsoft

Gold Cloud Platform
Gold Cloud Productivity
Gold Small and Midmarket Cloud Solutions
Gold Messaging
Gold Collaboration and Content
Gold Datacenter
Gold Project and Portfolio Management
Gold Application Integration
Gold Windows and Devices
Silver Data Analytics
Silver Application Development
Silver Enterprise Mobility Management
Silver Security

DELL Technologies

CISCO Partner
Premier Integrator

vmware

Security Team Certifications

16 Security Experts
3 Certified Ethical Hackers
In-House SOC (Security Operations Center)

1	AlienVault Certified Security Engineer (AVSE)
1	CEH Master
2	CEH (Certified Ethical Hacker)
2	Certified Wireless Network Expert – CWNE
2	Cisco Certified Network Associate Security - CCNA Security
3	CCNA R&S
5	CISSP
1	COMPTIA Advanced Security Practitioner (CASP+)
4	COMPTIA A+
1	COMPTIA CySA+
2	COMPTIA Linux +
2	COMPTIA PenTest+
3	COMPTIA Security+
1	COMPTIA Full Stack (Sec+ to CASP+)
3	COMPTIA Network+

52+ Security Specific Certifications
1 Computer Hacking Forensic Investigator
350+ Security Assessments Completed

1	GIAC Foundational Cybersecurity Technologies - GFACT
3	GIAC Security Essentials Certification – GSEC
1	GIAC Certified Incident Handler (GCIH)
1	GIAC Certified Cyber Threat Intelligence (GCTI)
1	GIAC Certified Reverse Engineering Malware (GREM)
2	Microsoft Certified Azure Security Engineer Associate
1	Microsoft Certified: Security Operations Analyst Associate
4	Cybersecurity Maturity Model Certification Accreditation Body (CMMC AB-RPO)
1	VMWare Carbon Black App Control Administrator
1	VMware Carbon Black Cloud Endpoint Standard Associate Analyst
1	VMware Carbon Black EDR Advanced Analyst
1	VMware Carbon Black EDR Introductory Analyst Certificate
2	Offensive Security Certified Professional (OSCP)
1	Computer Hacking Forensic Investigator (CHFI)
1	Web Application Penetration Tester (eWPT)

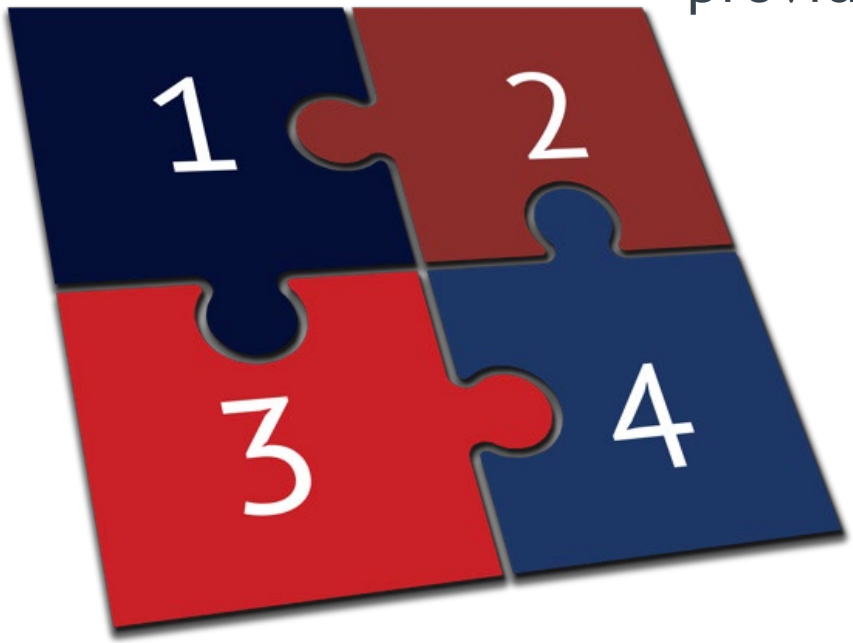
Global Information Assurance Certification

A Few Client Examples

- City of Martinez
- City of Clayton
- City of Benicia
- Town of Tiburon
- City of Dixon
- City of Rio Vista
- City of Mt Shasta
- City of Red Bluff
- County of Tehama
- City of Fillmore
- City of Willits
- City of Lakeport
- City of St. Helena
- Solano County Water Agency
- Transportation Authority of Marin
- West County Wastewater
- Shasta Regional Transportation Agency
- Modoc County Transportation Authority
- Shasta Mosquito & Vector Control District
- Butte County Association of Governments
- Keyes Community Services District
- Feather River Recreation & Park District
- Cordova Recreation & Park District
- Marin-Sonoma Mosquito & Vector Control District

Apex Total Support

Our Award-Winning Managed and Co-Managed Services consist of four (4) key elements that all work together to provide stress-free IT.



1. **Virtual Chief Information Officer (VCIO)**
2. **Remote IT Monitoring & Management Tools**
3. **Remote Help Desk Support**
4. **On-Site Support**

Virtual CIO (vCIO)

- Strategic IT Planning and Budgeting assistance (5-Year)
- Needs Analysis and Solution Evaluation and Recommendations
- Regular meetings with Management team & Monthly Executive Reports
- Project Planning and Management assistance (together with our full-time Project Manager)
- Relationship Management, Service escalations & personalized care
- IT Policies, Procedures, Standards Development, Procurement and Purchasing
- IT Resource Management (licensing, inventories, warranties, etc.)
- Coordination and Management of third-party technology vendors

Remote Monitoring & Management

A key aspect of Apex's service is proactive monitoring, alerting, and patching of the Client's network. Apex installs a small software agent on the Client's supported devices, which monitors over 75 different metrics around the clock. Most IT issues will be automatically detected early by this enterprise-class IT Remote Monitoring & Management (RMM) software. When a monitoring alert is triggered, it automatically generates a Help Desk service ticket in our fully integrated CRM, Ticketing and IT Management software, **ConnectWise**. The Help Desk then fulfills their role in addressing IT issues (described on the next page). We also manage and apply all Microsoft OS patches.

Remote Help Desk

- California-based Remote Help Desk.
- Staffed from 8:00am-5:00pm, Monday-Friday, excluding holidays. (Live Answering Service and On-Call Technicians after hours)
- Suisun IT staff can escalate any ticket to the Help Desk – billable hourly at reduced rates.
- Our staff understand non-technical users
- Technicians log in remotely and address the user's I.T. issues
- Escalation to Level II and Level III technicians available
- Tickets are also created by our monitoring software and will be assigned to Suisun IT staff if they are workstation/end-user based.
- Tickets are prioritized and assigned by our Scheduling Coordinator
- Technicians are able to address over 95% of I.T. issues remotely.
- For the other 5% of the time, there's On-Site Support

On-Site Support

With Apex's enterprise-class remote Help Desk support in place, the vast majority of the Client's IT needs will be addressed remotely (typically over 95%). However, there are those periodic issues that do require a technician's physical, on-site presence. In this case Apex technicians will reach out to Suisun IT staff. If they are not available, or prefer Apex to handle the issue, we can be dispatched to address the issue as needed. This time would be billable at discounted hourly rates.

One (1) quarterly on-site maintenance visit up to five (5) hours by your lead technician and VCIO is included: Additional on-site hours are available and billed at discounted hourly rates.

Project Services

Total Support Plans cover the ongoing support and maintenance of a client's existing IT environment

- Anything else is considered a Project
  - New Hardware configuration and installation
  - New software configuration and installation
  - Server upgrades of more than two hours

- "Materials" are also not covered under Total Support: Hardware, software, warranties, special projects, monthly subscriptions and/or cloud service charges would be billed separately. For example: Office 365, Email SPAM Filtering, cloud backups etc. Costs for these can be provided if necessary.

Apex Security Essentials – Keeping you safe

PASSWORD MANAGER

- Protect your digital keys
- Central password management

SECURITY AWARENESS TRAINING

- Stay up to date on latest techniques of cyber criminals

MULTIFACTOR AUTHENTICATION (MFA)

- Protect against password attacks with additional layer of security

MANAGED DETECTION & RESPONSE (MDR)

- Behavioral AI detects and responds to cyber threats in real time
- Backed by Security Operations Center (SOC)

DARK WEB MONITORING

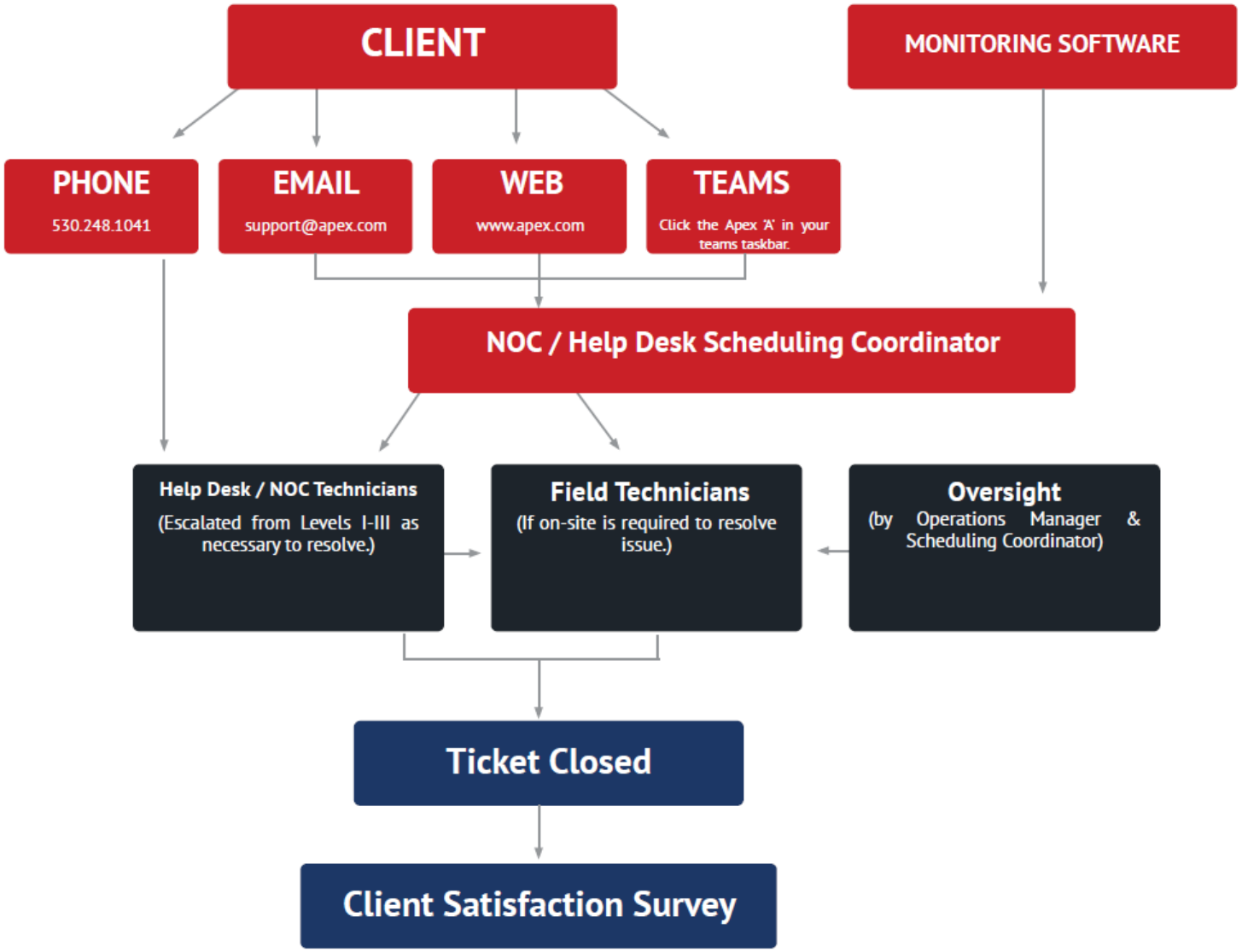
- Continuously scans the dark web to detect if your organization's data has been posted to cybercriminals on the dark web.

RING FENCING

- Reduces chance of cyber attack by limiting what applications can do

Lifecycle of a Service Ticket

Support Tracking & End User Experience



What Our Clients Say

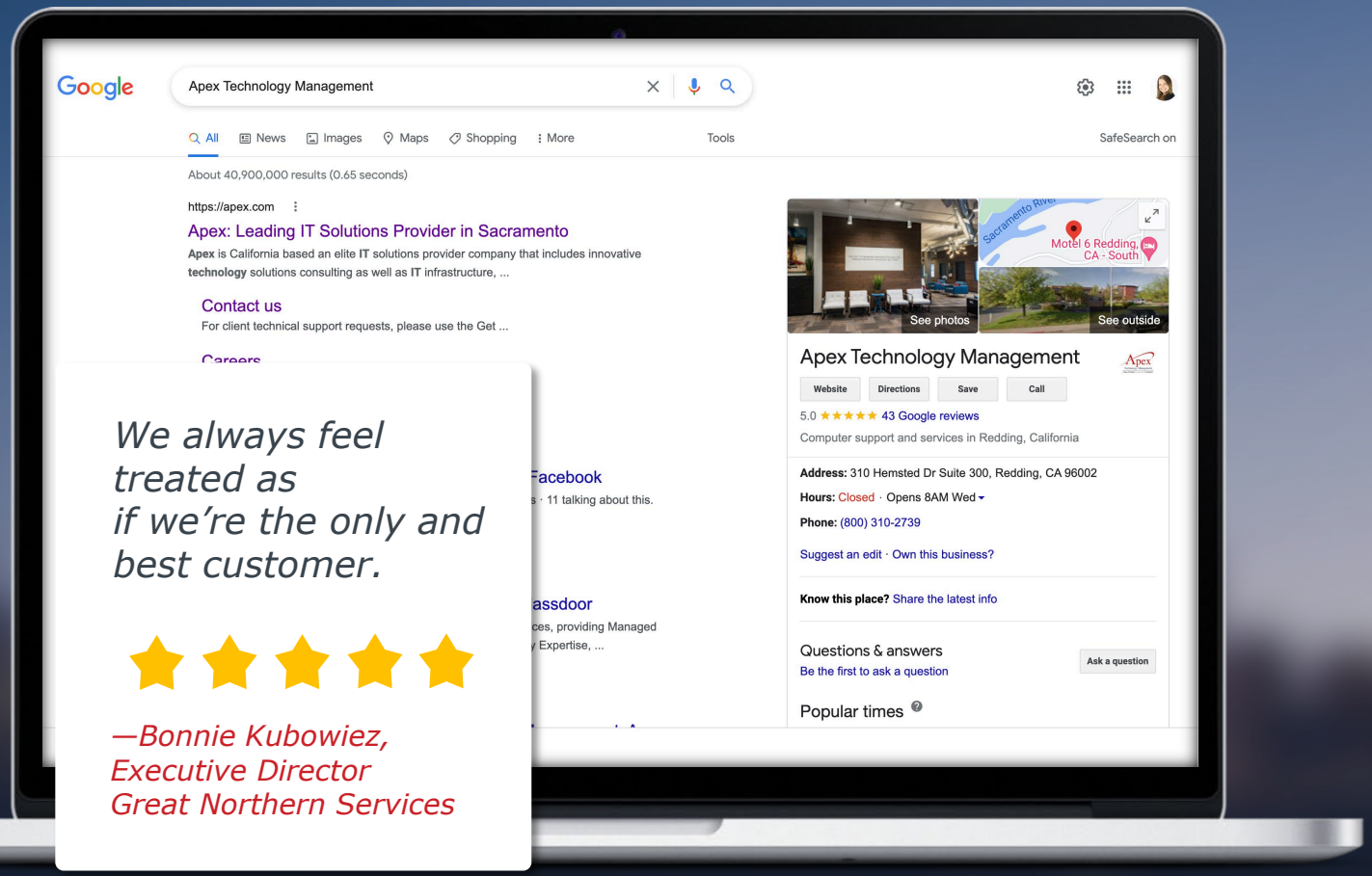
We are committed to maintaining a Client-Obsessed company culture. Your success is our mission.

I don't know where we would be without the support Apex has provided to us.

—Dana Hollmer,
Treasure/Tax Collector
Tehama County

Having 24/7 monitoring gives me peace of mind that allows me to sleep at night.

—Karina Lap, CPA
Managing Partner
Hathaway, Ksenzulak & Lapp, LLP



We always feel treated as if we're the only and best customer.

—Bonnie Kubowiez,
Executive Director
Great Northern Services

Scope of services:

Servers (Gold Service)

- Server Backup Monitoring (Suitable backup system provided by client. Client responsible for media rotation)
- Unlimited 9x5* Remote Helpdesk Support
- Remote Disaster Recovery
- Remote Support
- Remote Maintenance
- Event Log Monitoring
- Monitor Drive Space On All Supported Servers
- 24x7 Monitoring Of Server Availability
- 24x7 Monitoring Of Critical Devices & Services
- 24x7 Emergency Support
- Microsoft Operating System Patch Management (Patches, Updates & Service Packs) as needed
- MDR/Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)

Scope of services:

Network Infrastructure (Gold Service)

- Unlimited 9x5* Remote Helpdesk Support
- Management of Router & Firewall Rules
- Existing Wireless Access Point Configuration & Maintenance
- Virtual Private Network (VPN) & Wide Area Network (WAN) Monitoring
- Key Network Element Configuration Backup

Workstations (Bronze Service - primary support handled by Suisun IT staff)

- Escalation Point for Helpdesk Support – billed hourly at discounted rates
- Microsoft Operating System Patch Management (Patches, Updates & Service Packs) as needed
- MDR/Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)

Scope of services:

Applications (Gold Service on servers)

- Microsoft Exchange/365
- Microsoft SQL Server
- Two hours included per month for Application Updates
- Network Application Updates/Upgrades (Anti-virus, Anti-SPAM, Anti-Spyware, Etc.)

End User Support (Bronze Service - primary support handled by Suisun IT staff)

- Escalation Point for Helpdesk Support – billed hourly at reduced rates

Scope of services:

Network Administration (Gold Service)

- Network Policy Enforcement
- SPAM (junk email) software management, if provided by Apex
- Network & VPN access administration

Security (Gold Service)

- 24/7 Firewall monitoring & alerting option
- Network Policy Enforcement
- MDR/Anti-Virus Subscription Monitoring, Response, Quarantine & Removal (Client must maintain current subscription)
- Security management

Best-In-Class Support & Monitoring Tools

- Enterprise level monitoring & reporting
- Trouble-ticket tracking & reporting – Suisun IT staff can have a dedicated board for tickets
- Knowledge base
- Central monitoring/network operations center console

Scope of services:

Planning, Budgeting & IT Management

- Assigned Virtual Chief Information Officer (VCIO)
- Monthly executive summary report
- Strategic technology consulting
- Technology planning
- Technology budgeting
- Disaster recovery planning
- Trouble ticketing
- Problem escalation & resolution
- Assistance with Vendor selection & management
- IT purchasing
- Warranty management of covered devices
- Create and maintain an inventory of hardware, software and network equipment (reports available upon request)
- Assistance with grant requests
- Monthly management meeting or council meeting participation

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Co-Managed Total Support - COST

MONTHLY: Total Support Gold Servers and Bronze Workstations: $10,922.00

Includes one (1) quarterly on-site maintenance visit up to 5 hours (5) hours

ONE-TIME: Transition and Onboarding $18,750.00

Can be split over the initial 12-months of the agreement for **$1,562.50**/month

HOURLY RATES: Out-of-scope & On-Site

Level 1: $120.00/HR | Level 2: $140.00/HR | Level 3: $165.00/HR

***NOTES:**
Prices quoted above include pricing for 25 servers with Gold Service and 167 workstations/laptops with Bronze service. Additional servers can be added at any time for $256.00/month each. Additional workstations/laptops can be added at any time for $22.00/month each. During onboarding, the actual number of devices will be determined and reconciled. The monthly Total Support charge will be updated to reflect accordingly.

Projects, Monthly subscriptions and/or Cloud service charges would be billed separately. For example: Office 365, Email SPAM Filtering, Cloud Backups etc. Costs for these can be provided if necessary.

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Total Support Onboarding

for Managed Service Clients

One-Time Transition and Onboarding Scope of Work:

- Evaluation on transition of services from in-house staff or previous provider
- Installation of monitoring agents on all covered devices
- Creating the client's monitoring and alerting profile
- On-site labeling and photo/video network reference documentation
- Documentation of client inventory and system configurations into RMM Tools
- Technical team training and familiarization with client's IT environment
- Initial Network Assessment and Prioritized Remediation Recommendations
  - If remediation is needed, your VCIO will include the costs in your IT budget
- Includes all travel costs for the onboarding

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Apex Security Essentials

for Managed Service Clients

MONTHLY Cost: $3,168.00*
$16.50/month per device

Apex Security Essentials provides a crucial layer of protection against cyber threats and protects organizations with the tools they need to monitor and manage devices on a network. Endpoint security delivers a critical layer of protection against cyber threats such as malware, viruses, and unauthorized access.

Includes:

- Ring Fencing - Zero Trust
- MDR
- MultiFactor Authentication
- Dark Web Monitoring
- Password Manager
- Security & Awareness Training
- Self-Paced End-user online Training for Productivity Applications (365 etc.)

* Based on 25 servers and 167 workstations.

Questions?

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