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, DECEMBER 16, 2025

6:30 PM

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

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

ZOOM MEETING INFORMATION:
WEBSITE: https://zoom.us/join
MEETING ID: 843 1221 7671
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. – 822)
(Next City Council Res. No. 2025 – 141)
Next Suisun City Council Acting as Successor Agency Res. No. SA2025 - 06)
(Next Housing Authority Res. No. HA2025 – 11)

CALL TO ORDER
Mayor Hernandez

ROLL CALL
Council / Board Members

PLEDGE OF ALLEGIANCE

INVOCATION

APPROVAL OF REORDERING OF AGENDA

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS (Informational items only.)

1. City Manager Update - (Prebula: Bprebula@suisun.com).
2. City Attorney Report - (Enright).

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).

3. Proclamation Recognizing the Retirement of Sergeant Bob Szmurlo - (Roth: Aroth@suisun.com).
4. Presentation of Committee and Commission Updates
   a. Measure S Committee
   b. Economic Development Committee
5. Approving Appointment of Suisun City Mayor Pro Tem - (Hernandez: Ahernandez@susiun.com).

CONSENT CALENDAR

City Council

6. Council Adoption of Resolution No. 2025-__ Authorizing the City Manager to Execute an Agreement with Karste Consulting Inc. to Update the City of Suisun City's Emergency Operations Plan (EOP) - (Bllopez@suisun.com).
7. Council Approval of the Appointment of Mayor Pro Tem to Serve as Solano Transportation Authority (STA) Board Alternate and Solano County Water Agency (SCWA) Board Alternate - (Prebula: Bprebula@suisun.com).
8. Receive and File SB-165 Annual Reports for Community Facilities District No. 1, Community Facilities District No. 2, and Community Facilities District No. 3, to Comply with the Local Agency Special Tax Bond and Accountability Act. - (Vue: Nvue@suisun.com).
9. Council Adoption of Resolution No. 2025-__: Adopting the Updated 2025 Sewer System Management Plan (SSMP) and Designating the Legally Responsible Official (LRO) as Required by the State Board Water Discharge Requirements - (Vue - nvue@suisun.com).
10. Council Adoption of Resolution No. 2025-___: Authorizing the City Manager to Execute a Professional Services Agreement with Harris & Associates for Staff Support Services Related to the Processing of Development Applications for the Suisun Logistics Center Project and Determining that the Action is Exempt from the California Environmental Quality Act (CEQA) - (Caperton: Rcaperton@suisun.com).

11. Council Adoption of Resolution No. 2025-___: Authorizing the City Manager to Execute a Fourth Amendment to a Professional Services Agreement with First Carbon Solutions for Continued Services Preparing an Environmental Impact Report for the Suisun Logistics Center Project and Determining that the Action is Exempt from the California Environmental Quality Act (CEQA) - (Caperton: Rcaperton@suisun.com).
12. Council Adoption of Resolution No. 2025-___: Approving a Purchase and Sale Agreement of Real Property Between the City of Suisun City and TC Property Management, LTD, and determining that the action is exempt from the California Environmental Quality Act (CEQA) - (Caperton: Rcaperton@suisun.com).
13. Council Adoption of Resolution No. 2025-___ Declaring Assessor's Parcel Numbers (APNs) 0032-042-720, 0032-042-740, 0032-042-790, 0032-200-320, 0032-282-040, 0032-282-050, 0032-292-010 and 0173-684-010 surplus lands under the Surplus Land Act (SLA) (Government Code sections 54220 et seq.) - (Caperton: Rcaperton@suisun.com).
14. Council Adoption of Resolution No. 2025-___: Reaffirming the Necessity of the Development Impact Fees and Accepting the Annual Report on Development Impact Fees - (Luna: Eluna@suisun.com).
15. Council Adoption of Resolution No. 2025-___: Aligning Leave Cash Out Provisions for Temporary Full-Time Limited-Term Employees with IRS Constructive Receipt Requirements - (Penland: Cpenland@suisun.com).
16. Council Adoption of Resolution No. 2025-___: Implementing a 2.5% Cost-of-Living Adjustment for SCMPEA, SCPOA, SCPFA, Unrepresented and Executive Management Employees, and Temporary Full-Time Limited Term Employees Effective January 2, 2026 - (Penland: Cpenland@suisun.com).

Successor Agency

17. Successor Agency Adoption of Resolution No. SA2024-___: Receiving and Accepting a Recognized Obligation Payment Schedule 2025-26 (ROPS) for the Period of July 1, 2025 through June 30, 2026 - (Deol: Ldeol@suisun.com).

Joint City Council / Successor Agency

18. Council/Agency Approval of November 2025 Accounts Payable and Payroll Warrants - (Deol: Ldeol@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

19. City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on December 2, 2025 – (Skinner: Clerk@suisun.com).

PUBLIC HEARING

20. PUBLIC HEARING: Council Adoption of Ordinance No. ___ : An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 15.04 (Permits-Uniform Code) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code, and Adopting by Reference Part 1 Administrative Code, Part 2 Building Code, Part 2.5 Residential Code, Part 3 Electrical Code, Part 4 Mechanical Code, Part 5 Plumbing Code, Part 6 Energy Code, Part 7 Wildland-Urban Interface Code, Part 8 Historical Building Code, Part 9 Fire Code, Part 10 Existing Building Code, Part 11 Green Building Code, Part 12 Referenced Standards Code, Including Related Appendices, as Identified, of the California Code of Regulations Title 24, 2025 Edition of the California Building Standards Code, Together with Certain Additions, Insertions, Deletions and Changes Thereto, and Making a

Determination of Exemption Under the California Environmental Quality Act - (Kearns: Jkearns@suisun.com).

21. PUBLIC HEARING: Council Adoption of Resolution No. 2025-___; Approving Tentative Parcel Map (TPM) Application No. PLN 2025-00004, and Planned Unit Development (PUD) Application No. PLN 2025-00021 to Subdivide Approximately 5.12 Acres of Land into Four (4) Parcels plus One (1) Remainder Parcel Ranging in Size from Approximately 0.95 Acres to 1.12 acres and Modified Development Standards on Property located North of Highway 12 and East of Sunset Avenue (APN 0173-390-200), and Determining that the Project is Exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15315 (Class 15: Minor Land Divisions) of the CEQA Guidelines, which Exempts Minor Land Divisions of Four (4) or Fewer Parcels - (Kearns: Jkearns@suisun.com).

22. Approval of the Annual Assessment Report and Consideration of Reauthorizing the Suisun City Historic Waterfront Improvement District - (Hull: Jhull@suisun.com)
    a. Council Adoption of Resolution No. 2025-__: Reauthorizing and Renewing the Historic Waterfront Business Improvement District and the Assessment Levy for the District.
    b. Council Adoption of Resolution No. 2025-__: Approving the Proposed Calendar-Based Fiscal Year 2026 Operating Budget for the Main Street Waterfront Business Improvement District.

GENERAL BUSINESS

23. Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA) - (Prebula: bprebula@suisun.com).
    a. Introduction of Executive Director, DeShawn Waters, Community Action Partnership Solano Joint Powers Authority
    b. Council Adoption of Resolution No. 2025-___: Authorizing the City Manager to Approve a Memorandum of Understanding between the Community Action Partnership Solano, Joint Powers Authority; Solano County; and the Cities of Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo to Partially Fund the Coordinated Entry System of Homeless Services.
24. Council Adoption of Resolution No. 2025 - ___: Authorizing the City Manager to Execute a Agreement with Paladin Drones for the Purchase of One Drone and One Year of Technical Support and Licensing in the Amount of $24,000 - (Lopez: Bllopez@suisun.com).
25. Council Adoption of Resolution No. 2025 -__: A Resolution of the City Council of the City of Suisun City, California, Adopting Rules of Procedures and Conduct of Commissioners, Committee Members, and Board Members - (City Attorney).
26. Council Adoption of Resolution No. 2025 -__: A Resolution of the City Council of the City of Suisun City, California, Amending Council Norms and Procedures - (City Attorney).
27. Council Adoption of Resolution No. 2025 -__: A Resolution of the City Council of the City of Suisun City, California, Adopting a Social Media Policy - (City Attorney).

COUNCIL COMMENTS

REPORTS: (Informational items only)

28. 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.

Office of the Mayor

Suisun City, California

Proclamation

WHEREAS, the Suisun City Police Department honors and values the dedicated service of its members and recognizes the success of the Department is strengthened not only through core operations, but also through the contributions of specialized and ancillary assignments; and

WHEREAS, Sergeant Bob Szmurlo has served the Suisun City Police Department and the Suisun City community with exceptional commitment and professionalism since 1978, setting a standard of integrity and teamwork that has benefitted generations of department members; and

WHEREAS, after retiring from full-time service in 2007, Sergeant Bob Szmurlo continued to serve the community by remaining a foundational member of the Suisun City Police Department Marine Unit, providing mentorship, technical skills, leadership, and unwavering reliability; and

WHEREAS, his decades of service reflect the Department's core values of Community Service, Respect, Integrity, Leadership and Innovation, and his contributions have had a lasting and measurable impact on the capability and culture of the Marine Unit and the Department; and

WHEREAS, the Department has established an award to recognize those who demonstrate exceptional dedication and positive operational impact in a specialized or ancillary assignment; and it is fitting and proper that this award be named in honor of Sergeant Bob Szmurlo, whose service exemplifies meaningful impact through quiet professionalism, reliability, mentorship, and commitment to advancing the mission of the Suisun City Police Department.

NOW, THEREFORE, BE IT RESOLVED, that I, Alma Hernandez, Mayor of the City of Suisun City, on behalf of the Suisun City Council, hereby recognize and honor Sergeant Bob Szmurlo for his dedicated service to Suisun City and recognize he has been awarded the inaugural **Bob Szmurlo Impact Service Award** demonstrating sustained leadership and a measurable positive impact in a specialized or ancillary assignment in the Suisun City Police Department.

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

Alma Hernandez, Mayor

ATTEST: _____

DATE: December 16, 2025

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AGENDA ITEM NO. 6.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-__ Authorizing the City Manager to Execute an Agreement with Karste Consulting Inc. to Update the City of Suisun City's Emergency Operations Plan (EOP).

FISCAL IMPACT: The cost to update the Emergency Operations Plan is $10,800, based on the consultant's proposal. Funding for this project will be provided through Acct. 310-9988-93310 and is available in the current fiscal year budget.

STRATEGIC PLAN: Goal A - Public Safety - Natural disaster Emergency Operations Plan and public communication.

BACKGROUND: The Emergency Operations Plan (EOP) is the City's primary framework for coordinating preparedness, response, and recovery operations during emergencies and disasters. The purpose of the EOP is to provide clear direction to City departments, personnel, and supporting agencies regarding their roles and responsibilities before, during, and after an incident. The plan ensures a coordinated, efficient, and scalable response that protects life, property, the environment, and continuity of government services.

The City last completed a full review and update of its EOP in 2019. Periodic updates are critical to ensure the plan reflects current organizational structures, operational capabilities, state and federal guidance, and evolving community needs. Regular updates also help maintain compliance with emergency management standards and ensure the City remains eligible for state and federal disaster reimbursement.

Regulatory Requirements

While there is no single statute expressly mandating that a city adopt an EOP, several state and federal regulations make the development and maintenance of an emergency operations plan a functional requirement:

- California Emergency Services Act (Government Code § 8607) requires local governments to develop emergency response plans consistent with the Standardized Emergency Management System (SEMS). SEMS compliance is mandatory for eligibility for state disaster recovery funding.
- SEMS Regulations (19 CCR § 2400–2450) establish the structure and components that must be integrated into local emergency plans, including the Incident Command System, mutual aid coordination, and multi-agency collaboration.
- National Incident Management System (NIMS)—local jurisdictions must maintain NIMS-compliant emergency plans to remain eligible for federal preparedness grants and certain types of disaster assistance.
- FEMA Comprehensive Preparedness Guide (CPG) 101 provides the national standard for developing emergency operations plans and is widely used to meet federal expectations for disaster readiness.

Collectively, these requirements make maintaining an updated, adopted EOP essential for both operational readiness and financial eligibility following disasters.

STAFF REPORT: To complete the 2025 EOP update, City staff will partner with Karste Consulting, a qualified emergency management consultant. The consultant will lead the technical review, integrate best practices, update all plan components and annexes, and ensure compliance with SEMS, NIMS, and FEMA guidance. City staff will support this process by providing operational input, reviewing draft materials, participating in planning discussions, and validating final content to ensure the plan accurately reflects current City capabilities and procedures.

This collaborative approach will result in a comprehensive, compliant, and modernized Emergency Operations Plan that enhances the City's preparedness and resilience.

STAFF RECOMMENDATION: Staff recommends that the City Council authorize the City Manager to execute an agreement with Karste Consulting Inc. in the amount of $10,800 to update the City of Suisun City's Emergency Operations Plan.

DOCUMENTS ATTACHED:

1. Council Adoption of Resolution No. 2025-__ Authorizing the City Manager, or his Designee, to Execute a Contract Agreement with Karste Consulting to Update the Emergency Operations Plan for the City of Suisun City (EOP).
2. City of Suisun City Proposal - EOP Update 2025

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

ATTACHMENTS:

1. Resolution Approving Agreement with Karste Consulting to update the Emergency Operations Plan.docx
2. City of Suisun proposal - EOP Update 2025.pdf

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH KARSTE CONSULTING INC. TO UPDATE THE CITY OF SUISUN CITY'S EMERGENCY OPERATIONS PLAN.

WHEREAS, the City of Suisun City is required by Government Code 8607 to develop and maintain an Emergency Operations Plan; and

WHEREAS, the last review and update of the city's emergency operations plan was completed in 2019; and

WHEREAS, regular updates of the emergency operations plan will ensure the city remains eligible for state and federal disaster reimbursement; and

WHEREAS, city staff will partner with Karste Consulting, a qualified emergency management consultant and

WHEREAS, the consultant will lead the technical review, integrate best practices, update all plan components and annexes, and ensure compliance with SEMS, NIMS, and FEMA guidance; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute an agreement with Karste Consulting Inc. to update the City of Suisun City's Emergency Operations Plan; 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, December 16th, 2025 by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of December 2025.

_____
Anita Skinner
City Clerk

City of Suisun
Emergency Operations Plan -Update

Proposal | November 2025

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11/20/2025

Subject: City of Suisun Emergency Operations Plan -Update

Dear Chief Lopez

Karste Consulting Inc. is pleased to submit this proposal in response to your request for a consultant to update the City of Suisun's Emergency Operations Plan. Karste Consulting has been providing disaster and emergency planning services for its clients since 2011.
Karste Consulting greatly appreciates this opportunity to submit this proposal and looks forward to developing contractual terms and conditions for the scope of work. Should you have any questions regarding our proposal, or require additional information, please do not hesitate to contact me at 925-382-9467 or via email at karsteconsult@outlook.com

Sincerely,
Roland Karste
Roland (Lonnie) Karste
Karste Consulting, Inc.
President

Key Personnel

Karste Consulting brings to the City of Suisun a team of highly qualified and experienced emergency management professionals with years of experience in reviewing and developing:

1. Comprehensive Emergency Management Plans.
2. Designing Emergency Operation Centers.
3. Training staff in disaster preparedness and Incident Command.
4. Communication plans.
5. Facility / Site assessments.
6. Exercise design and execution.
7. The following is a summary of the principal's qualifications. A detailed resume for Mr. Karste can be found on www.karsteconsulting.com

- **Roland (Lonnie) Karste** will serve as principal in charge and brings over 25 years' experience in the field of emergency management. With extensive course training from the California Specialized Training Institute (CSTI); including the following Certifications: Earthquake Preparedness School; Emergency Operations Center Design; Disaster Planning; Public Information; Terrorism School; Emergency Plan Development Updates Training; SEMS and NIMS Instructor Training Program; OES training update workshops and Red Cross Shelter Management. A few of our past clients include, the City of Antioch, Antioch Unified School District, COMCAST, City of Martinez, Novato Unified School District, City of Berkeley, City of Pittsburg, City of Pinole, City of Pleasant Hill, USS POSCO and Tri Delta Transit. Mr. Karste received his Bachelor and Master's Degrees from the University of San Francisco in Public Administration.

Scope of Work

Task 1: Initiate Project Planning Meeting

Project Planning Meeting. Karste Consulting will initiate the project support by conducting a project planning meeting with the City of Suisun primary point of contact (POC). During this meeting, Karste Consulting and City of Suisun will establish the objectives that will define the City of Suisun's emergency operations planning process, determine project schedule / milestones.

Together, Karste Consulting Inc. and the City of Suisun (POC) will accomplish the following:

- **Confirm the project objectives, schedule, and planning assumptions.**
- **Identify the key City of Suisun staff that have the subject matter expertise to fill in critical gaps in the draft plan. I.e., Area hazards, community resources, staffing levels and capabilities Public Information communication systems available, and any other key issues regarding the community and its ability to respond to an event.**

Work Plan. Within 5 days of the project planning meeting, Karste Consulting Inc. will deliver and review a detailed work plan with the City of Suisun (POC) which will identify the goals, objectives, and scope of the Emergency Operations Plan project. Once approved, the work plan will guide the development, execution, and follow-up phases of the project. Karste Consulting Inc. will collaborate with the City of Suisun (POC) to identify and confirm critical meeting and project milestone dates.

Task 2: Develop the Emergency Operations Plan Process

Karste Consulting Inc. will support and facilitate the development of the updated "Draft" Emergency Operations Plan. Karste Consulting Inc. will make recommendations for contents of the updated Emergency Operations Plan for the City of Suisun. This draft plan will provide instructions for key City of Suisun staff on how to fill in critical gaps in the assigned sections of the plan. Karste Consulting Inc. will help deliver a draft plan for the City of Suisun team to review and discuss.

The following will be utilized to develop the "Draft" Emergency Operations Plan.

1. **Review the existing City of Suisun Emergency Operations Plan document - provided by the City of Suisun.**
2. **Determine if the level of information found within this above referenced document is sufficient to be used within this new updated plan document.**
3. **Review and identify area hazards that could impact this community.**
4. **Use a sample City EOP plan template as the plan format.**

5. **Meet with key city staff to determine the capabilities of the City of Suisun to respond to an event.**
6. **A review of the current Emergency Operations Center and resources available.**

The City of Suisun /POC will distribute specific subject/topic materials found in the Draft Plan Document to key City of Suisun staff to do the following:

- **Review and comment upon the updated "draft" Emergency Operations Plan**
- **Review Plan Organizational Structure and requirements.**
- **Understanding of training and exercise requirements.**
- **Review budgetary impacts of plan development as it pertains to the City of Suisun**
- **Complete the required areas of information as determined by Karste Consulting Inc.**

Task 3: Completed Draft Emergency Operations Plan - Orientation Workshop

Karste Consulting Inc. will collect additions/comments made in the updated ": Draft" Emergency Operations Plan Document from the City of Suisun POC and compile info/data into the draft plan. Karste Consulting will deliver and review highlights of the draft plan with the City of Suisun POC. Karste Consulting will conduct an on-site 60-minute Orientation Workshop with key City of Suisun personnel. The Orientation Workshop will help key personnel have a fundamental understanding of the components of the updated draft plan.

Cost Proposal

Karste Consulting proposes performing the project for a firm fixed price of **$10,800.** The fixed price is based on Karste Consulting's experience performing this type of Emergency Operations Planning projects of similar scope and complexity. The fixed price is derived from estimating the number of work hours for each task and budgeting for travel expenses for on-site meetings. ***Business license fees if required will be billed as a reimbursable cost.***

Deliverables

1. **Update Emergency Operations Plan – Final Draft**
    a. **Base Plan**
    b. **Functional Annexes**
    c. **Tools and supporting documents**
        i. **NIC specific City of Suisun -**contact information, vendor listings, community contacts, facilities, care and shelter partners, maps, agency MOUS etc.
2. **Updated Emergency Operations Plan Key Staff Orientations**

Schedule

1. **This updating of the current Emergency Operations Plan is projected to require 90 days to complete. This is based upon the ability of the City of Suisun to meet all scheduled meetings and commenting requirements.**
2. **Once the Initial Planning Meeting date is established – the 90 days will commence.**
3. **All modifications to the established schedule will be submitted in writing by either party.**

Project Assumptions and Constraints

This project is based on the following key assumptions and constraints:

- **Primary Point of Contact**. The City of Suisun will assign a primary point of contact (POC) to address administrative and functional issues.
- **Access to Materials/Plans**. Documentation that is deemed pertinent to the emergency operations of the City of Suisun will be made available to Karste Consulting Inc. for review, upon request, in electronic format.
- **Coordination and scheduling**: Will be based upon mutual agreement for said meetings.
- **Number of onsite meetings:** Maximum of **4** onsite visits **- all other meeting will be done virtually.**
- **Additional Onsite meetings if needed:** Will be scheduled if needed additional charges will be agreed upon prior to these meetings being scheduled and an add- service amendment will be provided in writing by KC Inc.
- **Plan Orientation Workshop:** to be scheduled – 60 minutes.
- **City of Suisun (POC):** will actively participate in the collection of information for city staff, scheduling of meetings with key staff, contact with the Solano County Operational area.
- **Deliverables**. Karste Consulting agrees to deliver the following:
    - Electronic copies of the draft plan document throughout the planning process.
    - All draft deliverables will be provided by Karste Consulting Inc. 15 days prior to any meeting.
- **Copying:** All copying required will be provided by the client.
- **City of Suisun will provide**: **staff /administrative support to help organize and draft the final plan document and create copies.**
- **City of Suisun Team will be asked to provide**: Several key pieces of information that pertain to this community and their operations to fully develop this plan.
- **Work Location/Meeting Space:** The City of Suisun will provide meeting room space to conduct on-site meetings. Karste Consulting Inc. will perform work off-site except when required to be on-site for meetings.
- **Acceptance of Deliverables:** Deliverables will be submitted to the City of Suisun/POC in draft format to be finalized by their team. The City of Suisun comments should be provided within 10 business days to meet the period of performance timeframe. Upon incorporation of revisions to the draft deliverable and one final resubmission to the City of Suisun, the deliverable will be considered accepted. Revisions received after the Task 3 comment period will be subject to mutual agreement of both parties.
- **Payment Plan Based on Deliverable.** The City of Suisun will be invoiced in **3 equal progress payments** based upon services rendered. Upon incorporation of comments and edits to the draft deliverable and resubmission to the City of Suisun, such deliverable will be considered accepted and the final progress payment will be due. Invoice payment terms are net 15 days unless otherwise agreed upon.
- **Terms and Conditions.** This proposal is contingent on the acceptance of a final agreement with mutually acceptable terms and conditions.

- **Costs:** All labor, lodging, transportation costs are included in this proposal. (***Business License fees will be billed as a reimbursable)***
- **Cancellation of any scheduled meetings by the client:** Must be done in writing with a minimum of 48 hours' notice (400.00 cancellation fee will be charged if within the 48-hour window)
- **Proposal.** This proposal is based on Karste Consulting's current understanding of the project. Revisions desired by the City of Suisun will be subject to mutual agreement.

The undersigned agree to accept the following proposal and all the assumptions and constraints.

Authorized City of Suisun

Print Name: _____

Signature: _____

Date: _____

Authorized Karste Consulting Inc. Representative

Print Name: Roland Karste -President

Signature: _____

Date: _____

AGENDA ITEM NO. 7.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Approval of the Appointment of Mayor Pro Tem to Serve as Solano Transportation Authority (STA) Board Alternate and Solano County Water Agency (SCWA) Board Alternate.

FISCAL IMPACT: There will be no impact to the General Fund as a result of this item.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The Solano Transportation Authority, established in 1990, is a regional agency managing transportation planning, funding, and project delivery for Solano County. It works with local, state, and federal partners to improve mobility and safety. The STA Board is comprised of the mayors of all Solano County cities and a member of the Solano County Board of Supervisors.

The Solano County Water Agency provides untreated wholesale water to cities and agricultural districts while also overseeing flood control and water resource management in the region. Its Board of Directors includes the mayors of all Solano County cities, the five members of the Solano County Board of Supervisors, and representatives from three agricultural districts. Historically, the Mayor Pro Tem of Suisun City has served as the alternate representative to both the STA and SCWA boards, stepping in when the Mayor is unavailable.

STAFF REPORT: In December of each year, the Mayor, with the consent of the City Council, appoints a Mayor Pro Tem. The Mayor Pro Tem serves as the alternate board member for both STA and SCWA, representing Suisun City in the absence of the Mayor.

STAFF RECOMMENDATION: It is recommended that the City Council Approve the Appointment of Mayor Pro Tem to Serve as Solano Transportation Authority (STA) Board Alternate and Solano County Water Agency (SCWA) Board Alternate.

DOCUMENTS ATTACHED: None

PREPARED BY: Bret Prebula, City Manager

ATTACHMENTS:

.

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AGENDA ITEM NO. 8.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Receive and File Senate Bill (SB) 165 Annual Reports for Community Facilities District No. 1, Community Facilities District No. 2, Community Facilities District No. 3, and Community Facilities District No. 5 to Comply with the Local Agency Special Tax Bond and Accountability Act.

FISCAL IMPACT: There is no discernable impact to the General Fund from the filing of the Senate Bill (SB) 165 Report. The filing is required by law.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The Local Agency Special Tax Bond and Accountability Act (the "Act"), enacted by Senate Bill (SB) 165, is codified in California Government Code Sections 50075 through 50077. The Act imposes accountability requirements with respect to any local bond special tax subject to voter approval. These requirements only apply to local agencies that have imposed special taxes or issued bond measures subject to voter approval after January 1, 2001.

Relevant excerpts from California Government Code are provide below:

1. California Government Code, Section 50075.3 states the chief fiscal officer of the levying local agency shall file a report with its governing body no later than January 1, 2002 and at least once a year thereafter. The annual report shall contain both the following: (a) The amount of funds collected and expended; and (b) The status of any project required or authorized to be funded as identified in Section 50075.1(a).
2. California Government Code, Section 50075.1(a) requires a statement indicating the specific purposes of the special tax.

STAFF REPORT: The City currently has four (4) Community Facilities Districts which have imposed special taxes subject to voter approval after January 1, 2001. These Districts are:

- Community Facilities District No. 1
- Community Facilities District No. 2 (and Tax Zones)
- Community Facilities District No. 3
- Community Facilities District No. 5 (and Tax Zone 1)

The Chief Fiscal Officer of these districts hereby submits the annual reports for each of these Districts.

Community Facilities District No. 1 provides public safety services that consist of those direct and incidental expenses required for the providing of police services within the Community Facilities District No. 1 (District 1) boundary. In Fiscal Year 2024-25, District 1 collected $161,651.10 and expended $165,700.12. The cash balance at year end was $14,111.62 and the status of the District 1 is on-going.

Community Facilities District No. 2 (District 2) provides certain police, fire, paramedical, storm drain

and landscaping maintenance services. In Fiscal Year 2024-25, District 2, which includes Tax Zones 1, 2, 3, 5, and 6, collected $1,029,049.49 and expended $1,080,148.03. The cash balance at year end was $72,281.03 and the status of District 2 is on-going.

Community Facilities District No. 3 (District 3) provides police services, fire services, paramedical services, services for the maintenance of parks, parkways and open space (landscaping), and services for the maintenance of storm drains. In Fiscal Year 2024-25, District 3 collected $81,187.86 and expended $70,251.43. The cash balance at year end was $20,780.22 and the status of District 3 is on-going.

Community Facilities District No. 5 (District 5) provides police services, fire services, paramedical services, services for the maintenance of parks, parkways and open space (landscaping), services for the maintenance of storm drains, dredging maintenance, streetlight maintenance and related appurtenances within or adjacent to District 5. In Fiscal Year 2024-25, District 5, which includes Tax Zones 1, collected $77,117.92 and expended $67,139.34 The cash balance at year end was $9,978.58 and the status of District 5 is on-going.

STAFF RECOMMENDATION: It is recommended that the City Council receive and file Senate Bill (SB) 165 Annual Reports for Community Facilities District No. 1, Community Facilities District No. 2, Community Facilities District No. 3, and Community Facilities District No. 5 to Comply with the Local Agency Special Tax Bond and Accountability Act.

PREPARED BY:	Amanda Dum, Management Analyst II
REVIEWED BY:	Nouae Vue, Public Works Director & City Engineer
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Senate Bill (SB) 165 Annual Report for Community Facilities District No. 1.
2. Senate Bill (SB) 165 Annual Report for Community Facilities District No. 2.
3. Senate Bill (SB) 165 Annual Report for Community Facilities District No. 3.
4. Senate Bill (SB) 165 Annual Report for Community Facilities District No. 5.

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CITY OF SUISUN CITY

Fiscal Year 2025/26 Annual Report for:

COMMUNITY FACILITIES DISTRICT NO. 1

Peterson Ranch Public Safety Services

October 2025

NBS
helping communities
fund tomorrow since 1996
nbsgov.com

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Appendix B. Ordinance No. 664 ..... **B**

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DISTRICT SUMMARY

On July 16, 2002, the City Council of the City of Suisun City established Community Facilities District No. 1 (Peterson Ranch Public Safety Services) (the “CFD”) under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code.

The type of public safety services to be financed by the CFD and pursuant to the Act shall consist of those direct and incidental expenses required for the providing of police services within the CFD boundary.

The boundaries of the CFD are generally located east of Walters Road, north of Bella Vista Drive, south of Easy Tabor Avenue, and west of the greenbelt and detention basin created for the District.

Levy

The following table provides a summary of the Fiscal Year 2025/26 final levy amount.

District	Parcel Count	FY 2025/26 Levy
Community Facilities District No. 1	450	$166,372.28

NBS

Ingrid Mijangos, Administrator
Melissa Ellico, Project Manager
Sara Mares, Client Success Ambassador

1. SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1."

The requirements of the Act apply to the Funds for the following:

City of Suisun
Community Facilities District No. 1

Purpose of Special Tax

The special tax provides funding for facilities and services provided and financed by Community Facilities District No. 1 include public safety services that consist of those direct and incidental expenses required for the providing of police services within the Community Facilities District No. 1 boundary.

The project(s) are ongoing.

Collections and Expenditures

Fund Name	6/30/2024 Balance (1)	Amount Collected (2)	Amount Expended (2)	6/30/2025 Balance (2)
CFD No. 1	$18,160.64	$161,651.10	$165,700.12	$14,111.62

(1) Audited balance for Fiscal Year 2024/25.
(2) Unaudited amounts subject to Fiscal Year 2025/26 Audit.

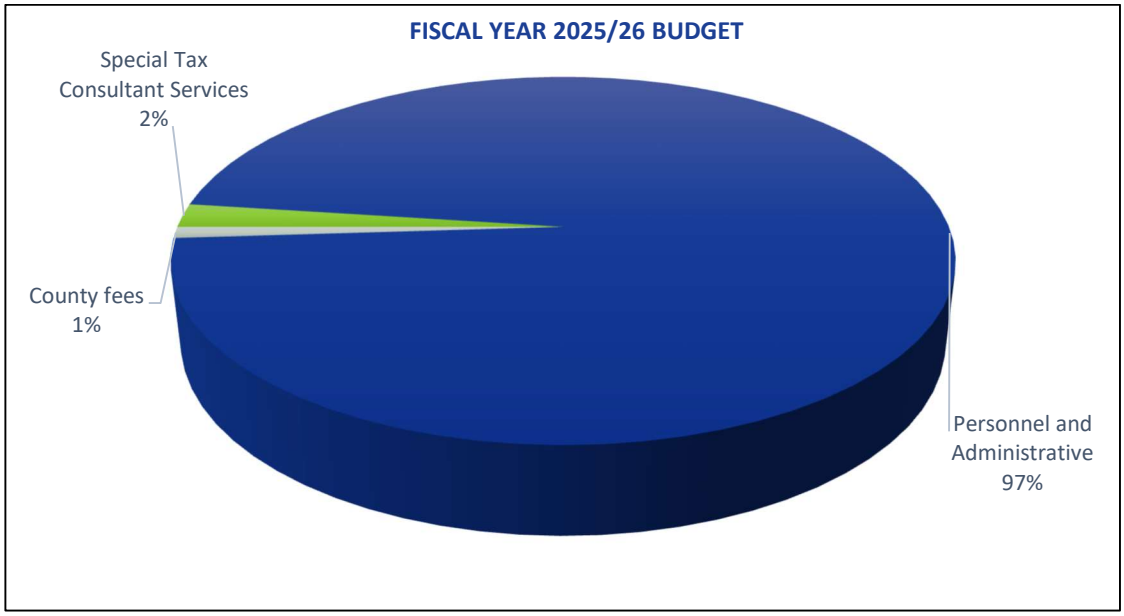
2. SPECIAL TAX ANALYSIS

2.1 Levy Summary

A summary of the levy for Fiscal Year 2025/26 is shown in the table and chart below.

Description	Amount
Personnel and Administrative Costs	$161,267.27
Special Tax Consultant Services	3,448.89
County fees (1)	1,656.12
Prior year delinquencies (2)	0.00
Total Special Tax Levy Amount:	**$166,372.28**
Levied Parcel Count	450

(1) Includes County collection fees and installment rounding for tax roll purposes.
(2) The Special Tax Requirement includes curing delinquencies from prior year non-payments, this is not applicable since the District is on Teeter and receives a full apportionment of funds.



2.2 Special Tax Rates

The Fiscal Year 2025/26 applied rates and special tax levy are shown in the table below:

Land Use Classification	Parcel Count	Units	FY 2025/26 Maximum Tax Rate	FY 2025/26 Applied Tax Rate	Total FY 2025/26 Special Tax Levy
Single Family Detached	449	449	$358.97	$358.96	$161,173.04
Single Family Attached	0	0	269.23	0.00	0.00
Multi-Family	0	0	134.61	0.00	0.00
Non-Residential	1	5.7934 (1)	897.44	897.44	5,199.24
Totals:	**450**				**$166,372.28**

(1) Non-residential units is per 10,000 square feet of lot area.

2.3 Annual Special Tax Rate Increase

The Maximum Special Tax for future years is authorized to automatically increase based on the average Consumer Price Index (CPI) for the San Francisco - Urban Wage Earners Category and the National Consumer Price Index (U.S. City Average - Urban Wage Earners Category). Ordinance 664 states that the Maximum Special Tax shall be increased each year by using the Consumer Price Index as of the end of the prior year. The average consumer price index increase from end of year 2024 to 2025 was 2.810%.

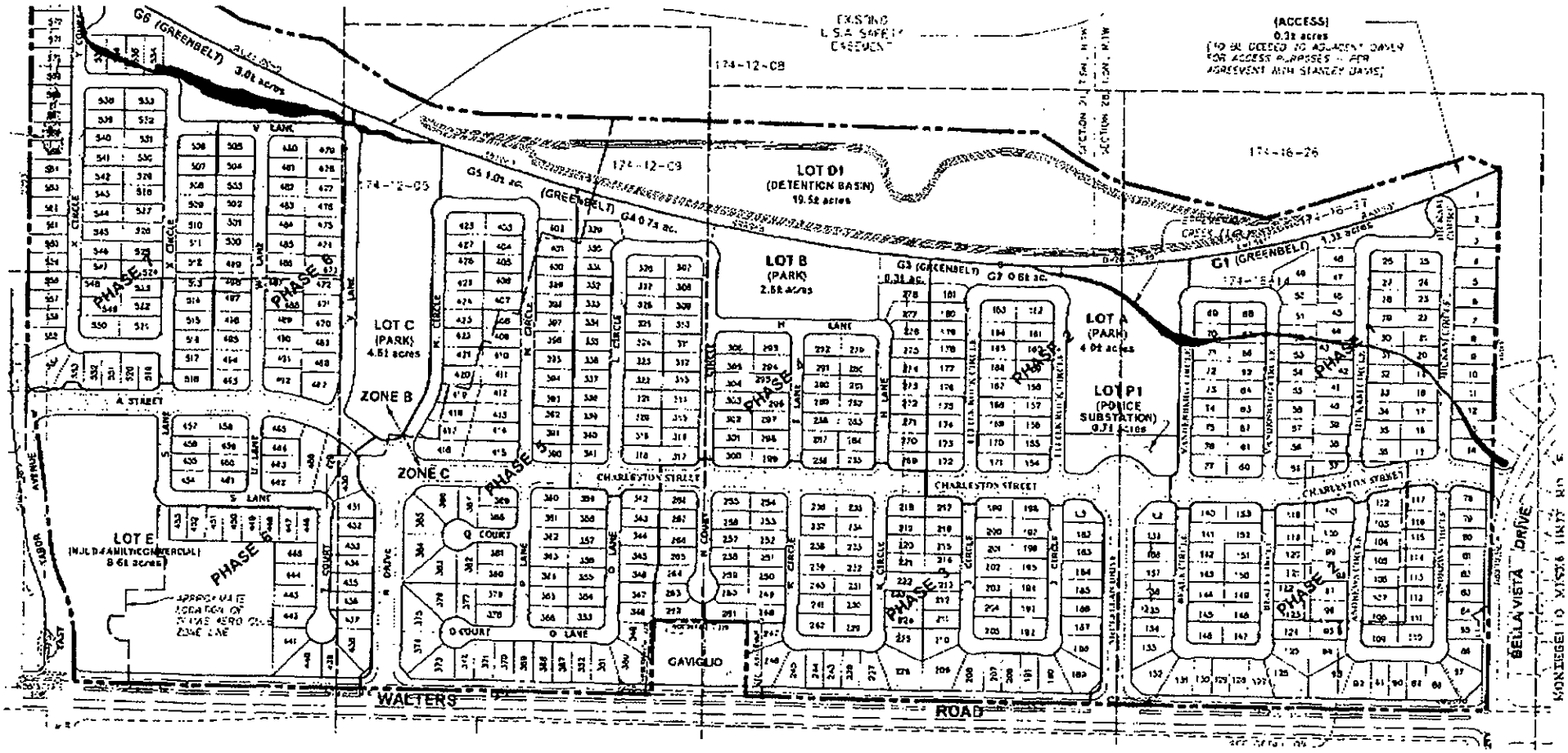
2.4 Annual Appropriations Limits

The Annual Appropriations Limit was established at $158,100 in 2002 when the District was formed and has been increased by the above inflationary factor. The increase for the most recent five years is as follows:

Fiscal Year	Percentage Increase	Annual Appropriations Limit
2021/22	1.37%	237,041.62
2022/23	4.68%	248,134.00
2023/24	7.40%	266,495.84
2024/25	3.57%	276,015.07
2025/26	2.81%	283,771.41

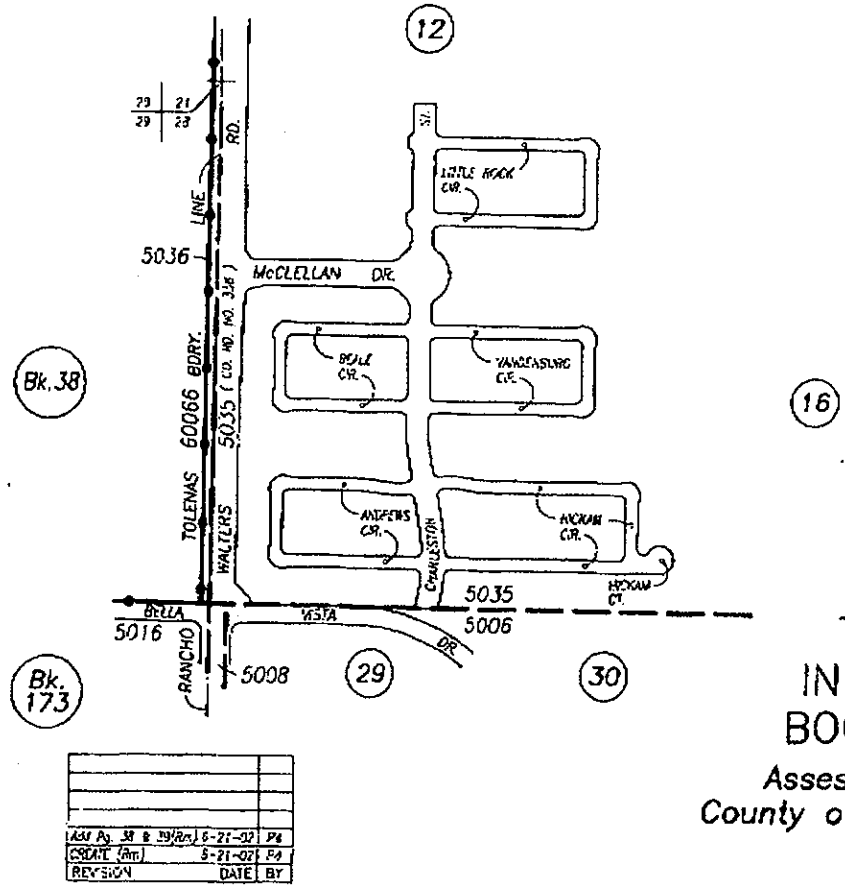
APPENDIX A. DISTRICT BOUNDARY

The following pages provide the CFD's Boundary Maps.



Peterson Ranch
Suisun City, CA

POR. SEC. 28, T.5N., R.1W., M.D.B.& M.



ASU Pg. 38 & 39/Rm.	6-21-02	PG
CSDATE (Am)	6-21-02	PG
REVISION	DATE	BY

T.A.C. INDEX VI BOOK 174

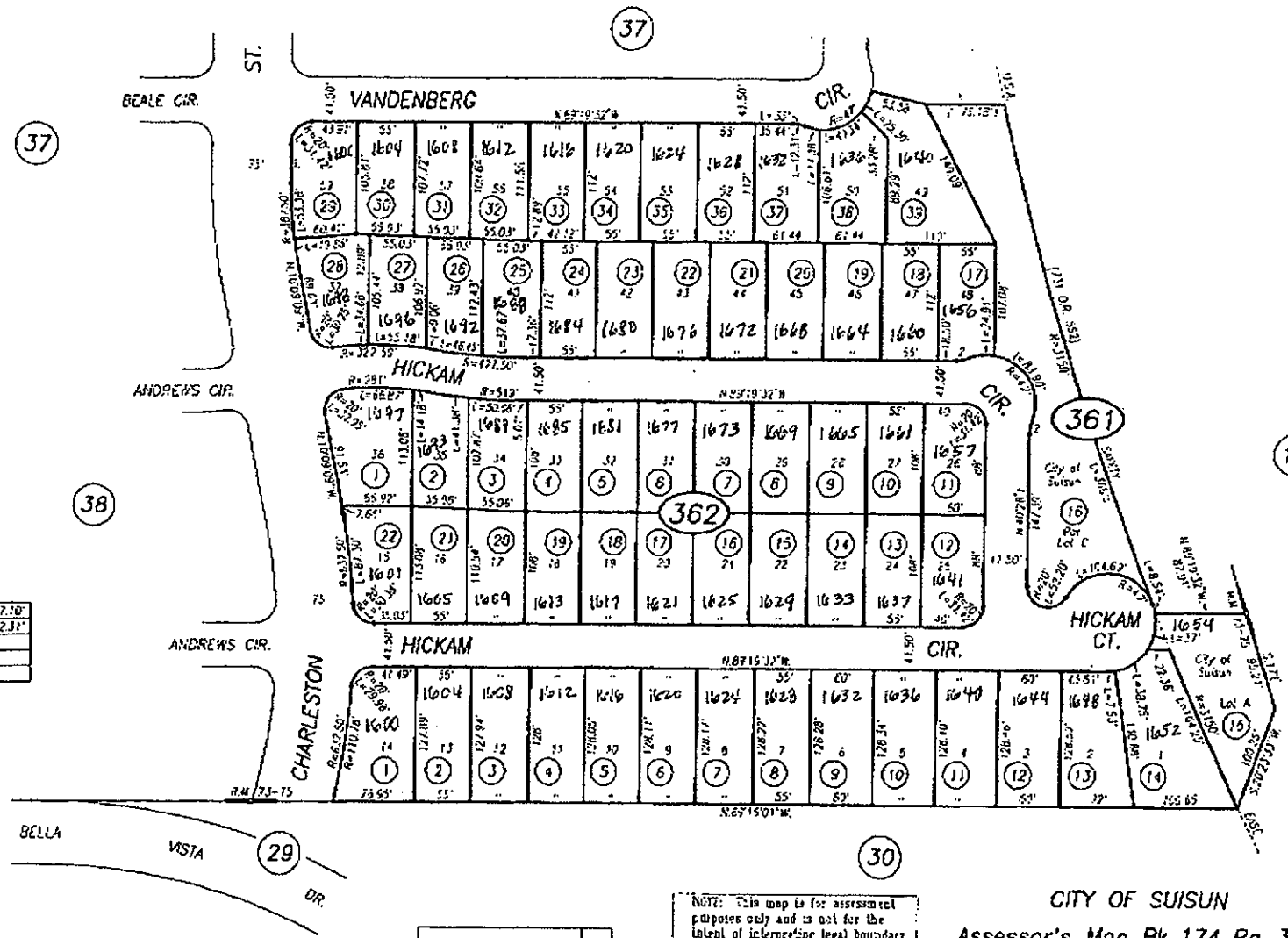
Assessor's Maps
County of Solano, Calif.

03 04

POR. SEC. 28, T.5N., R.1W., M.D.B.& M.

Tax Area Code 5035

174-36



1	N 00°40'28" E		37.10'
2	R=33'	L=	72.33'
3			
4			
5			

Peterson Ranch Unit No. 1 , R.M. Bk. 73 Pg. 75

ADJ. PC. 32 (Pm)	6-21-97	PG
CREATE (Rm)	5-21-97	PG
REVISION	DATE	BY

NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

NOTE: Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CITY OF SUISUN
Assessor's Map Bk. 174 Pg. 36
County of Solano, Calif.

03 04

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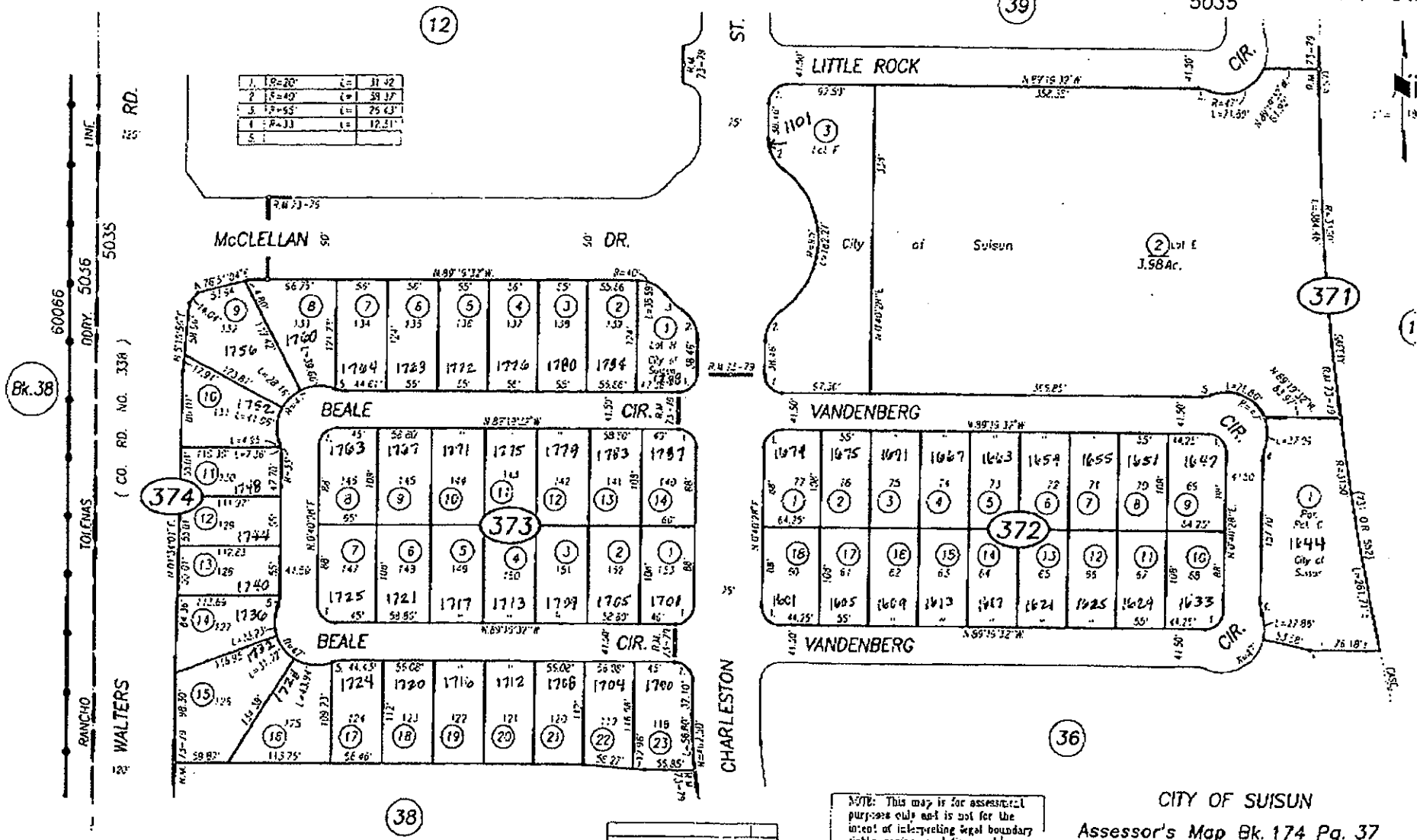
POR. SEC. 28, T.5N., R.1W., M.D.B.& M.

Tax Area Code 5035

174-37



Peterson Ranch Unit No. 1, R.M. Bk. 73 Pg. 75
Peterson Ranch Unit No. 2, R.M. Bk. 73 Pg. 79

R.M. 73-75	6-21-02	PA
SSCATE (BM)	6-21-02	PA
REVISION	DATE	BY

NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

NOTE: Assessor's Block Numbers Shown In Ellipses
Assessor's Parcel Numbers Shown In Circles

CITY OF SUISUN
Assessor's Map Bk. 174 Pg. 37
County of Solano, Calif.

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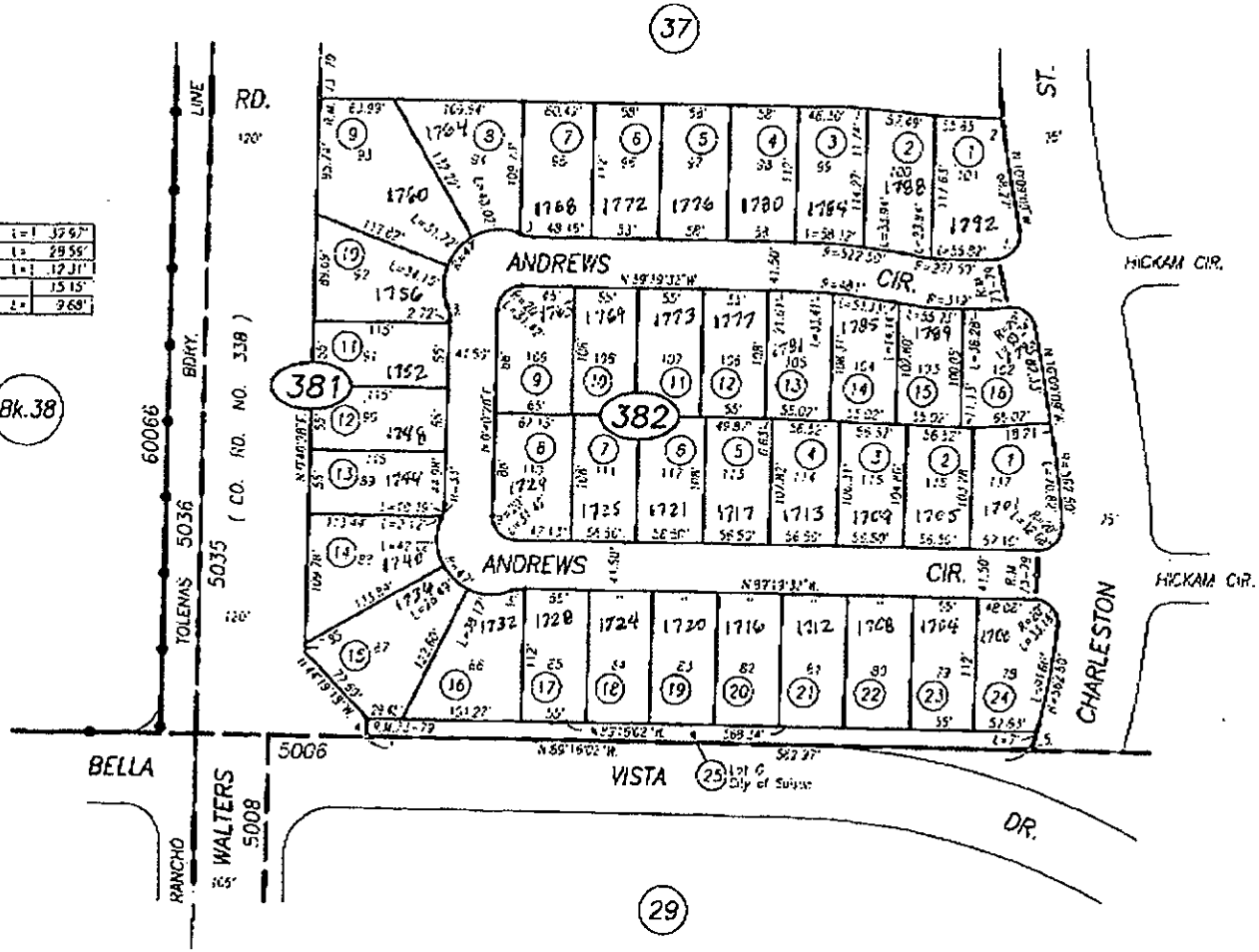
POR. SEC. 28, T.5N., R.1W., M.D.B.& M.

Tax Area Code 5035

174-38



1	R=20'	L=	31.97'
2	R=462.50'	L=	29.55'
3	R=33'	L=	12.31'
4	N74°13'59"E		15.15'
5	R=60'	L=	9.68'

Peterson Ranch Unit No. 2 , R.M. Bk. 73 Pg. 79

CREATE (FV)	5-21-02	FA
REVISION	DATE	BY

NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws

NOTE: Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CITY OF SUISUN
Assessor's Map Bk. 174 Pg. 38
County of Solano, Calif.

03 04

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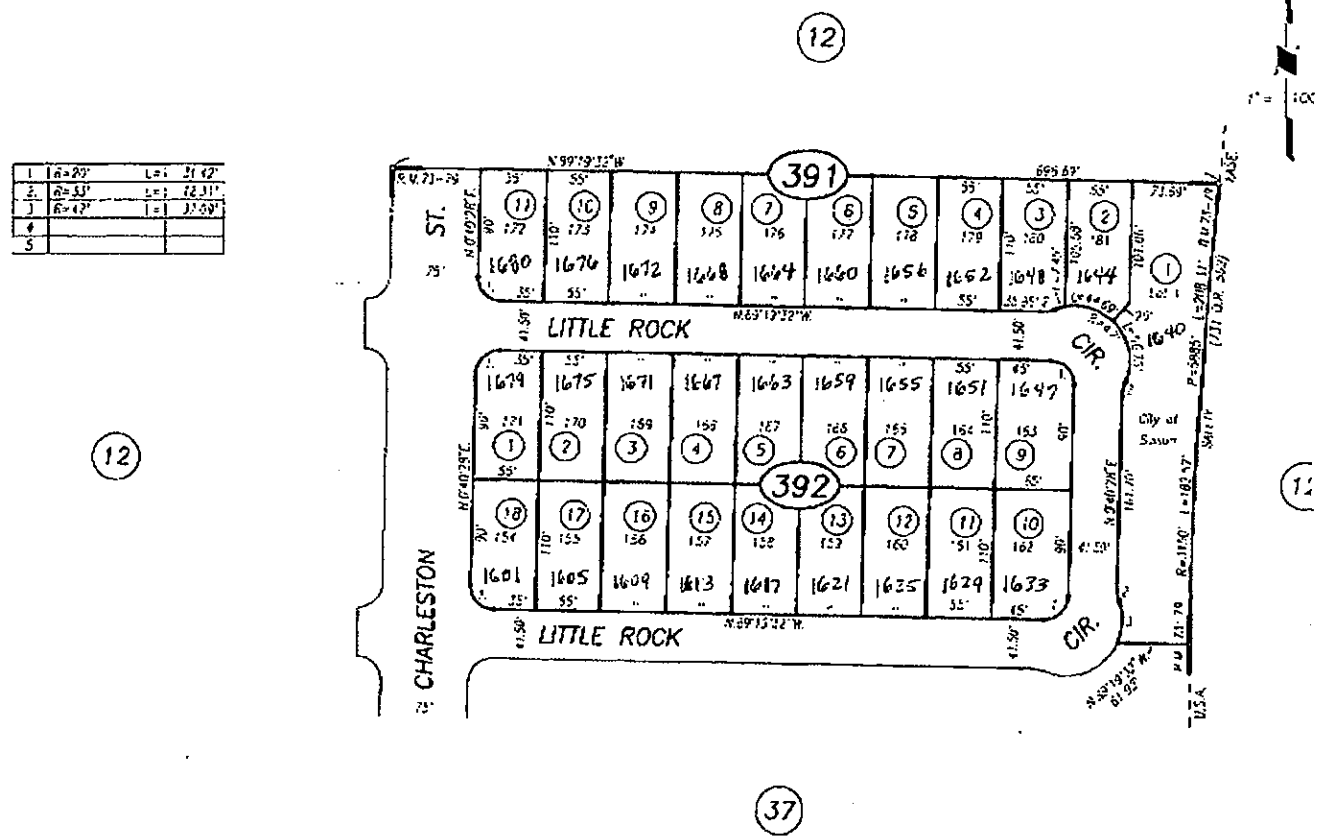
POR. SEC. 28, T.5N., R.1W., M.D.B.& M.

Tax Area Code
5035

174-39



1	R=20'	L=	31.42'
2	R=55'	L=	18.31'
3	R=42'	L=	33.59'
4			
5			

Peterson Ranch Unit No. 2 , R.M. Bk. 73 Pg. 79

DRAWN	5-21-02	PS
REVISION	DATE	BY

NOTE: This map is for assessment purposes only and is not for the intent of interpreting legal boundary rights, zoning regulations and/or legality of land division laws.

NOTE: Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CITY OF SUISUN
Assessor's Map Bk. 174 Pg. 39
County of Solano, Calif.

03 04

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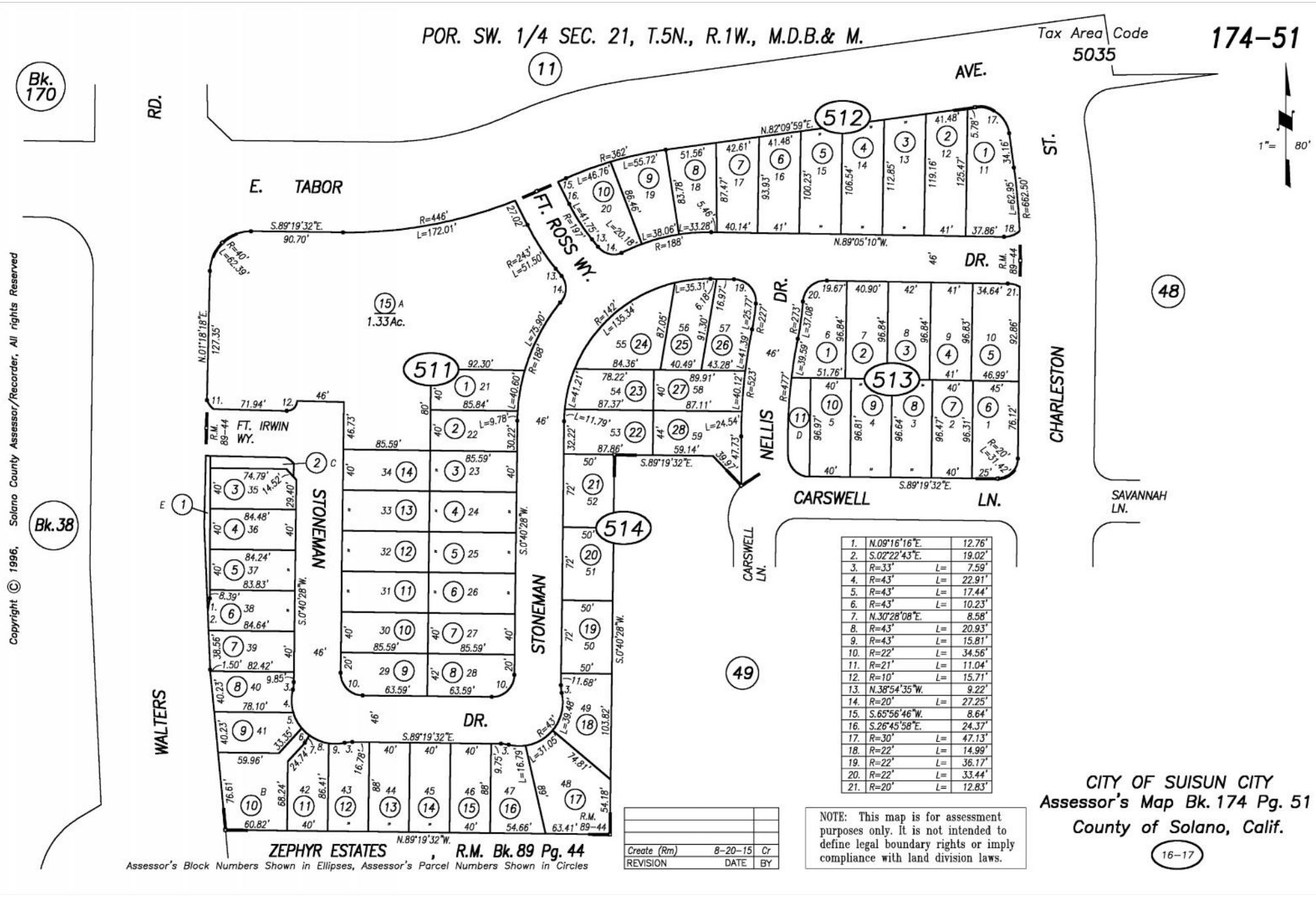

1.	N.09°16'16"E.		12.76'
2.	S.02°22'43"E.		19.02'
3.	R=33'	L=	7.59'
4.	R=43'	L=	22.91'
5.	R=43'	L=	17.44'
6.	R=43'	L=	10.23'
7.	N.30°28'08"E.		8.58'
8.	R=43'	L=	20.93'
9.	R=43'	L=	15.81'
10.	R=22'	L=	34.56'
11.	R=21'	L=	11.04'
12.	R=10'	L=	15.71'
13.	N.38°54'35"W.		9.22'
14.	R=20'	L=	27.25'
15.	S.65°56'46"W.		8.64'
16.	S.26°45'58"E.		24.37'
17.	R=30'	L=	47.13'
18.	R=22'	L=	14.99'
19.	R=22'	L=	36.17'
20.	R=22'	L=	33.44'
21.	R=20'	L=	12.83'

APPENDIX B. ORDINANCE NO. 664

The following pages provide Ordinance No. 664 which contains the Rate and Method of Apportionment for the CFD.

ORDINANCE NO. 664

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF SUISUN CITY ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 1 (PETERSON RANCH PUBLIC SAFETY SERVICES) AND AUTHORIZING THE LEVY OF A SPECIAL TAX

THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES ORDAIN AS FOLLOWS:

SECTION I. PURPOSE, INTENT AND AUTHORITY

It is the purpose and intent of this Ordinance to establish Community Facilities District No. 1 (Peterson Ranch Public Safety Services) ("CFD") and authorize the levy of a special tax on owners of real property within the CFD in order to provide funding for Public Safety Services within the CFD.

This ordinance is adopted pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act").

SECTION II. REQUIRED ACTIONS

The City Council adopted Resolution 2002-60 entitled "A Resolution of the City Council of the City of Suisun City of Formation of Community Facilities District No. 1 (Peterson Ranch Public Safety Services)" (the "Resolution of Formation"), ordering the formation of the CFD, authorizing the levy of a special tax on property within the CFD and establishing an appropriations limit for the CFD in accordance with the Act.

The City Council, under the provisions of the Resolution of Formation and pursuant to Resolution 2002-61 entitled "A Resolution Calling Special Election" (the "Election Resolution"), submitted the propositions of the levy of the special tax and the establishment of the appropriations limit to the qualified electors of the CFD as required by the provisions of the Act.

The City Clerk, pursuant to the terms of the Election Resolution, conducted the special election and has on file a "Canvass and Statement of Results of Election" (the "Canvass").

The Council approved the Canvass and found the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds (2/3) of the votes cast at the special election.

The City Council, adopted Resolution 2002-62 entitled "A Resolution of the City Council of the City of Suisun City Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien" ("Election Resolution") declaring the CFD to be fully formed with the authority to levy the special taxes, to have the established appropriations limit of $158,100 initially and increased for inflation annually, and to have the City Clerk

execute and cause to be recorded in the office of the County Recorder of the County of Solano a notice of special tax lien in the form required by the Act.

SECTION III. FINDINGS

A. No Majority Protest. The proposed special tax to be levied within the CFD was not precluded by majority protest pursuant to section 53324 of the Act.

B. Proceedings Valid. All proceedings taken by the City Council in connection with the establishment of the CFD and the levy of the special tax were duly considered and found and determined to be valid and in conformity with the Act.

C. Name of CFD. The community facilities district designated "Community Facilities District No. 1 (Peterson Ranch Public Safety Services)", City of Suisun City, County of Solano, State of California (the "CFD"), was established pursuant to the Act.

D. Boundaries of CFD. The boundaries of the CFD, as set forth in the map of the CFD recorded in the Solano County Recorder's Office on June 5, 2002, in Book 20 at Page 44 as Document 71705 of Assessment District Maps, were approved and incorporated herein by reference and shall be the boundaries of the CFD.

E. Types of Public Safety Services. The type of Public Safety Services to be financed by the CFD and pursuant to the Act shall consist of those expenses required to provide Police Services inside the boundary of the CFD. The City Council shall be authorized and directed to enter into joint services agreements with any entity that will provide Public Safety services as may be necessary to comply with the provisions of Section 53316.2(b) of the Act. The City Council shall declare that such joint agreements will be beneficial to residents in the area of the CFD.

F. Incidental Expenses. The types of incidental expenses to be incurred and paid from proceeds of the special tax in each annual levy shall be:

1. Boundary Map preparation and recording services.
2. Personnel and administrative costs of the City.
3. Special Tax Consultant services.
4. Publishing, mailing and posting of notices and ballots.
5. Governmental notification and filing costs.
6. ~~Costs of posting and collecting the special taxes.~~

G. Special Tax. Except where funds are otherwise available, a special tax sufficient to pay the costs of providing the Public Safety Services to the CFD and the incidental expenses thereof, secured by recordation of a continuing lien against all nonexempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this City Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD are described in *Section III Rate and Apportionment of Special Tax*, and in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay. Reference is hereby made to the provisions of *Section III Rate*

and Apportionment of Special Tax relating to Special Taxes to be levied upon any parcel of property in the CFD used for private, residential purposes, which provisions are hereby expressly incorporated by this reference.

H. Limitation of Special Tax. In accordance with Section 53313 of the Act, the City Council hereby finds and determines that the amount of the special tax and the aggregate amount of the proceeds expected to be generated by the levy and collection of the special tax does not exceed the estimated cost and expense of providing increased levels of Public Safety Services to the presently undeveloped property within the CFD No. 1 which will result from the intended development of the property hereafter with structures for both residential and non-residential occupancy and habitation.

I. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the special tax obligation is satisfied.

J. Reimbursement of Advances. Advances of funds or contributions of work in kind from any lawful source, specifically including but not limited to general fund resources of the City and owners of property within CFD No. 1, may be reimbursed from special tax revenue or both to the extent of the lesser of the value or cost of the contribution, but any agreement to do so shall not constitute a debt or liability of the City or of CFD No. 1.

K. Exempt Property. Except as may otherwise be provided by law or by the rate and method of apportionment of the Special Tax for the CFD, all lands owned by any public entity, including the United States, the State of California, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD.

L. Election. The levy of the Special Tax was subject to the approval of the qualified electors of the CFD at a special election. The voting procedure used was mailed and hand-delivered ballots to the landowners in the CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD.

M. Appropriations Limit. The City Council established the annual appropriations limit of CFD No. 1 at $158,100, beginning with the 2002-2003 fiscal year. Beginning in January, 2003 and each January thereafter, the Appropriations Limit shall be adjusted by applying the ~~Average Increase, if any, in the Consumer Price Index for the San Francisco All Urban Wage~~ Earners Category and the National Consumer Price Index (the "Indices"). The City Council may choose to reduce the Average Increase, if any, in the Indices prior to application. Each annual adjustment of the Appropriations Limit shall become effective on the subsequent July.

N. CFD Report. On an annual basis and consistent with the establishment of the special tax, the City Manager, as the officer having charge and control of the Services in and for the CFD, or the designee of such officer, is hereby directed to study said proposed Services and to make, or cause to be made, and file with the City Clerk a report in writing, (the "CFD Report") presenting the following:

1. The officer in charge and control to which all inquiries shall be directed:

City Manager (707) 421-7300
City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585-2600

2. A description of the Services by type which will be required to adequately meet the needs of the CFD.

3. An estimate of the fair and reasonable cost of the Services including those Incidental Expenses described in *Section III F.*

SECTION IV. RATE AND APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the CFD shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD, unless exempted by law or by the provisions of *Section E* below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

"Administrator" means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County of Solano designating parcels by Assessor's Parcel number.

"Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of

calculating the Average Increase.

"City" means the City of Suisun City.

"City Council" means the City Council of the City of Suisun City, acting as the legislative body of CFD No. 1.

"Developed Property" means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to June 30 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indices" means the Consumer Price Index for the San Francisco All Urban Wage Earners Category and the National Consumer Price Index.

"Lot Area" means the acreage of land area or portion thereof for a Non-Residential Parcel.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

"Non-Residential Property" means any Taxable Property within the boundaries of CFD No. 1 that is not Single Family Detached Property, Single Family Attached Property or Multi-Family Property, as defined herein.

"Public Agency" means the federal government, State of California or other local governments or public agencies.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued or will be issued for construction of a Unit that does not share a common wall with another Unit.

"Special Tax" means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

"Special Tax Requirement" means the amount necessary in any Fiscal Year to (i) pay the cost of authorized services, (ii) pay administrative expenses of CFD No. 1, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

"Taxable Property" means all Assessor's Parcels within the boundaries of CFD No. 1 which are not exempt from the Special Tax pursuant to law or Section E below.

"Unit" means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, townhome, condominium, or apartment units.

B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in CFD No. 1 as either Single Family Detached Property, Single Family Attached Property, Multi-Family Property or Non-Residential Property, as defined in Section A above. For each Parcel of Single Family Attached Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall also calculate the Lot Area for each Parcel of Non-Residential Property.

C. MAXIMUM SPECIAL TAX

Single Family Detached Property

The Maximum Special Tax for Single Family Detached Property in CFD No. 1 is $200 per Unit for Fiscal Year 2002-03. Beginning in January, 2003 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. The City Council may choose to reduce the Average Increase, if any, in the Indices prior to application. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

Single Family Attached Property

The Maximum Special Tax for Single Family Attached Property in CFD No. 1 is $150 per Unit for Fiscal Year 2002-03. Beginning in January, 2003 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. The City Council may choose to reduce the Average Increase, if any, in the Indices prior to application. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

Multi-Family Property

The Maximum Special Tax for Multi-Family Property in CFD No. 1 is $75 per Unit for Fiscal Year 2002-03. Beginning in January, 2003 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. The City Council may choose to reduce the Average Increase, if any, in the Indices prior to application. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

Non-Residential Property

The Maximum Special Tax for Non-Residential Property in CFD No. 1 is $500 per 10,000 square feet of Lot Area for Fiscal Year 2002-03. Beginning in January, 2003 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. The City Council may choose to reduce the Average Increase, if any, in the Indices prior to application. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied on all Parcels of Developed Property as follows:

Step 1: Determine the Special Tax Requirement, as defined in Section A above, for the Fiscal Year in which the Special Tax will be collected;

Step 2: Calculate the total Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum Special Tax rates determined pursuant to Section C above;

Step 3: If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum Special Tax on all Parcels of Developed Property in the CFD.

Step 4: If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum Special Tax for each Parcel until the amount of the Special Tax levy equals the Special Tax Requirement for that Fiscal Year.

The Special Tax for CFD No. 1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 1 may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Mello-Roos Community Facilities Act of 1982.

SECTION V. ADMINISTRATIVE INTERPRETATION

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

SECTION VI. SAVINGS CLAUSE

If any provision, sentence, clause, section or part of this ordinance is found to be unconstitutional, illegal or invalid, such finding shall affect only such provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts of the ordinance.

SECTION VII. CHALLENGE TO TAX

Any action to challenge the tax imposed by this ordinance shall be brought pursuant to Government Code Section 50077.5 and Code of Civil Procedure Section 860 et seq.

SECTION VIII. ELECTION REQUIRED FOR TAX TO BE EFFECTIVE

The tax levied by this ordinance shall be effective only if approved by two-thirds of the voters voting on the issue at the July 2, 2002 election.

SECTION IX. EFFECTIVE DATE OF TAX

If this ordinance was approved by two-thirds of the voters voting on the issue at the July 2, 2002 election, pursuant to Elections Code Section 9217, the tax shall become effective ten (10) days after the Council certifies the results of the election.

SECTION X. EFFECTIVE DATE AND POSTING

This ordinance shall be posted in two (2) public places within the City prescribed by ordinance within fifteen (15) days after its passage and published in the local newspaper of general circulation within the City.

ATTEST:

JAMES P. SPERING, Mayor

CERTIFICATION

I, LINDA HOBSON, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was regularly introduced at a meeting of the said City Council held on Tuesday, the 2nd day of July 2002 and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, the 16th day of July, 2002 by the following vote:

AYES:	Council Members:	Day, Sanchez, Segala, Spering
NOES:	Council Members:	None
ABSENT:	Council Members:	Ventura
ABSTAIN:	Council Members:	None

WITNESS my hand and the seal of said City this 16th day of July 2002.

Linda Hobson

Linda Hobson, City Clerk

APPENDIX C. FINAL BILLING DETAIL REPORT

The following pages show the Final Billing Detail Report for Fiscal Year 2025/26.

City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-361-010	SFR	$358.97	($0.01)	$358.96
0174-361-020	SFR	358.97	(0.01)	358.96
0174-361-030	SFR	358.97	(0.01)	358.96
0174-361-040	SFR	358.97	(0.01)	358.96
0174-361-050	SFR	358.97	(0.01)	358.96
0174-361-060	SFR	358.97	(0.01)	358.96
0174-361-070	SFR	358.97	(0.01)	358.96
0174-361-080	SFR	358.97	(0.01)	358.96
0174-361-090	SFR	358.97	(0.01)	358.96
0174-361-100	SFR	358.97	(0.01)	358.96
0174-361-110	SFR	358.97	(0.01)	358.96
0174-361-120	SFR	358.97	(0.01)	358.96
0174-361-130	SFR	358.97	(0.01)	358.96
0174-361-140	SFR	358.97	(0.01)	358.96
0174-361-170	SFR	358.97	(0.01)	358.96
0174-361-180	SFR	358.97	(0.01)	358.96
0174-361-190	SFR	358.97	(0.01)	358.96
0174-361-200	SFR	358.97	(0.01)	358.96
0174-361-210	SFR	358.97	(0.01)	358.96
0174-361-220	SFR	358.97	(0.01)	358.96
0174-361-230	SFR	358.97	(0.01)	358.96
0174-361-240	SFR	358.97	(0.01)	358.96
0174-361-250	SFR	358.97	(0.01)	358.96
0174-361-260	SFR	358.97	(0.01)	358.96
0174-361-270	SFR	358.97	(0.01)	358.96
0174-361-280	SFR	358.97	(0.01)	358.96
0174-361-290	SFR	358.97	(0.01)	358.96
0174-361-300	SFR	358.97	(0.01)	358.96
0174-361-310	SFR	358.97	(0.01)	358.96
0174-361-320	SFR	358.97	(0.01)	358.96
0174-361-330	SFR	358.97	(0.01)	358.96
0174-361-340	SFR	358.97	(0.01)	358.96
0174-361-350	SFR	358.97	(0.01)	358.96
0174-361-360	SFR	358.97	(0.01)	358.96
0174-361-370	SFR	358.97	(0.01)	358.96
0174-361-380	SFR	358.97	(0.01)	358.96
0174-361-390	SFR	358.97	(0.01)	358.96
0174-362-010	SFR	358.97	(0.01)	358.96
0174-362-020	SFR	358.97	(0.01)	358.96
0174-362-030	SFR	358.97	(0.01)	358.96
0174-362-040	SFR	358.97	(0.01)	358.96
0174-362-050	SFR	358.97	(0.01)	358.96

Slight variances may occur due to rounding

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City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-362-060	SFR	358.97	(0.01)	358.96
0174-362-070	SFR	358.97	(0.01)	358.96
0174-362-080	SFR	358.97	(0.01)	358.96
0174-362-090	SFR	358.97	(0.01)	358.96
0174-362-100	SFR	358.97	(0.01)	358.96
0174-362-110	SFR	358.97	(0.01)	358.96
0174-362-120	SFR	358.97	(0.01)	358.96
0174-362-130	SFR	358.97	(0.01)	358.96
0174-362-140	SFR	358.97	(0.01)	358.96
0174-362-150	SFR	358.97	(0.01)	358.96
0174-362-160	SFR	358.97	(0.01)	358.96
0174-362-170	SFR	358.97	(0.01)	358.96
0174-362-180	SFR	358.97	(0.01)	358.96
0174-362-190	SFR	358.97	(0.01)	358.96
0174-362-200	SFR	358.97	(0.01)	358.96
0174-362-210	SFR	358.97	(0.01)	358.96
0174-362-220	SFR	358.97	(0.01)	358.96
0174-372-010	SFR	358.97	(0.01)	358.96
0174-372-020	SFR	358.97	(0.01)	358.96
0174-372-030	SFR	358.97	(0.01)	358.96
0174-372-040	SFR	358.97	(0.01)	358.96
0174-372-050	SFR	358.97	(0.01)	358.96
0174-372-060	SFR	358.97	(0.01)	358.96
0174-372-070	SFR	358.97	(0.01)	358.96
0174-372-080	SFR	358.97	(0.01)	358.96
0174-372-090	SFR	358.97	(0.01)	358.96
0174-372-100	SFR	358.97	(0.01)	358.96
0174-372-110	SFR	358.97	(0.01)	358.96
0174-372-120	SFR	358.97	(0.01)	358.96
0174-372-130	SFR	358.97	(0.01)	358.96
0174-372-140	SFR	358.97	(0.01)	358.96
0174-372-150	SFR	358.97	(0.01)	358.96
0174-372-160	SFR	358.97	(0.01)	358.96
0174-372-170	SFR	358.97	(0.01)	358.96
0174-372-180	SFR	358.97	(0.01)	358.96
0174-373-010	SFR	358.97	(0.01)	358.96
0174-373-020	SFR	358.97	(0.01)	358.96
0174-373-030	SFR	358.97	(0.01)	358.96
0174-373-040	SFR	358.97	(0.01)	358.96
0174-373-050	SFR	358.97	(0.01)	358.96
0174-373-060	SFR	358.97	(0.01)	358.96
0174-373-070	SFR	358.97	(0.01)	358.96

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City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-373-080	SFR	358.97	(0.01)	358.96
0174-373-090	SFR	358.97	(0.01)	358.96
0174-373-100	SFR	358.97	(0.01)	358.96
0174-373-110	SFR	358.97	(0.01)	358.96
0174-373-120	SFR	358.97	(0.01)	358.96
0174-373-130	SFR	358.97	(0.01)	358.96
0174-373-140	SFR	358.97	(0.01)	358.96
0174-374-020	SFR	358.97	(0.01)	358.96
0174-374-030	SFR	358.97	(0.01)	358.96
0174-374-040	SFR	358.97	(0.01)	358.96
0174-374-050	SFR	358.97	(0.01)	358.96
0174-374-060	SFR	358.97	(0.01)	358.96
0174-374-070	SFR	358.97	(0.01)	358.96
0174-374-080	SFR	358.97	(0.01)	358.96
0174-374-090	SFR	358.97	(0.01)	358.96
0174-374-100	SFR	358.97	(0.01)	358.96
0174-374-110	SFR	358.97	(0.01)	358.96
0174-374-120	SFR	358.97	(0.01)	358.96
0174-374-130	SFR	358.97	(0.01)	358.96
0174-374-140	SFR	358.97	(0.01)	358.96
0174-374-150	SFR	358.97	(0.01)	358.96
0174-374-160	SFR	358.97	(0.01)	358.96
0174-374-170	SFR	358.97	(0.01)	358.96
0174-374-180	SFR	358.97	(0.01)	358.96
0174-374-190	SFR	358.97	(0.01)	358.96
0174-374-200	SFR	358.97	(0.01)	358.96
0174-374-210	SFR	358.97	(0.01)	358.96
0174-374-220	SFR	358.97	(0.01)	358.96
0174-374-230	SFR	358.97	(0.01)	358.96
0174-381-010	SFR	358.97	(0.01)	358.96
0174-381-020	SFR	358.97	(0.01)	358.96
0174-381-030	SFR	358.97	(0.01)	358.96
0174-381-040	SFR	358.97	(0.01)	358.96
0174-381-050	SFR	358.97	(0.01)	358.96
0174-381-060	SFR	358.97	(0.01)	358.96
0174-381-070	SFR	358.97	(0.01)	358.96
0174-381-080	SFR	358.97	(0.01)	358.96
0174-381-090	SFR	358.97	(0.01)	358.96
0174-381-100	SFR	358.97	(0.01)	358.96
0174-381-110	SFR	358.97	(0.01)	358.96
0174-381-120	SFR	358.97	(0.01)	358.96
0174-381-130	SFR	358.97	(0.01)	358.96

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City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-381-140	SFR	358.97	(0.01)	358.96
0174-381-150	SFR	358.97	(0.01)	358.96
0174-381-160	SFR	358.97	(0.01)	358.96
0174-381-170	SFR	358.97	(0.01)	358.96
0174-381-180	SFR	358.97	(0.01)	358.96
0174-381-190	SFR	358.97	(0.01)	358.96
0174-381-200	SFR	358.97	(0.01)	358.96
0174-381-210	SFR	358.97	(0.01)	358.96
0174-381-220	SFR	358.97	(0.01)	358.96
0174-381-230	SFR	358.97	(0.01)	358.96
0174-381-240	SFR	358.97	(0.01)	358.96
0174-382-010	SFR	358.97	(0.01)	358.96
0174-382-020	SFR	358.97	(0.01)	358.96
0174-382-030	SFR	358.97	(0.01)	358.96
0174-382-040	SFR	358.97	(0.01)	358.96
0174-382-050	SFR	358.97	(0.01)	358.96
0174-382-060	SFR	358.97	(0.01)	358.96
0174-382-070	SFR	358.97	(0.01)	358.96
0174-382-080	SFR	358.97	(0.01)	358.96
0174-382-090	SFR	358.97	(0.01)	358.96
0174-382-100	SFR	358.97	(0.01)	358.96
0174-382-110	SFR	358.97	(0.01)	358.96
0174-382-120	SFR	358.97	(0.01)	358.96
0174-382-130	SFR	358.97	(0.01)	358.96
0174-382-140	SFR	358.97	(0.01)	358.96
0174-382-150	SFR	358.97	(0.01)	358.96
0174-382-160	SFR	358.97	(0.01)	358.96
0174-391-020	SFR	358.97	(0.01)	358.96
0174-391-030	SFR	358.97	(0.01)	358.96
0174-391-040	SFR	358.97	(0.01)	358.96
0174-391-050	SFR	358.97	(0.01)	358.96
0174-391-060	SFR	358.97	(0.01)	358.96
0174-391-070	SFR	358.97	(0.01)	358.96
0174-391-080	SFR	358.97	(0.01)	358.96
0174-391-090	SFR	358.97	(0.01)	358.96
0174-391-100	SFR	358.97	(0.01)	358.96
0174-391-110	SFR	358.97	(0.01)	358.96
0174-392-010	SFR	358.97	(0.01)	358.96
0174-392-020	SFR	358.97	(0.01)	358.96
0174-392-030	SFR	358.97	(0.01)	358.96
0174-392-040	SFR	358.97	(0.01)	358.96
0174-392-050	SFR	358.97	(0.01)	358.96

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City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-392-060	SFR	358.97	(0.01)	358.96
0174-392-070	SFR	358.97	(0.01)	358.96
0174-392-080	SFR	358.97	(0.01)	358.96
0174-392-090	SFR	358.97	(0.01)	358.96
0174-392-100	SFR	358.97	(0.01)	358.96
0174-392-110	SFR	358.97	(0.01)	358.96
0174-392-120	SFR	358.97	(0.01)	358.96
0174-392-130	SFR	358.97	(0.01)	358.96
0174-392-140	SFR	358.97	(0.01)	358.96
0174-392-150	SFR	358.97	(0.01)	358.96
0174-392-160	SFR	358.97	(0.01)	358.96
0174-392-170	SFR	358.97	(0.01)	358.96
0174-392-180	SFR	358.97	(0.01)	358.96
0174-393-010	SFR	358.97	(0.01)	358.96
0174-393-020	SFR	358.97	(0.01)	358.96
0174-393-030	SFR	358.97	(0.01)	358.96
0174-393-040	SFR	358.97	(0.01)	358.96
0174-393-050	SFR	358.97	(0.01)	358.96
0174-393-060	SFR	358.97	(0.01)	358.96
0174-393-070	SFR	358.97	(0.01)	358.96
0174-393-080	SFR	358.97	(0.01)	358.96
0174-393-090	SFR	358.97	(0.01)	358.96
0174-393-100	SFR	358.97	(0.01)	358.96
0174-393-110	SFR	358.97	(0.01)	358.96
0174-393-120	SFR	358.97	(0.01)	358.96
0174-393-130	SFR	358.97	(0.01)	358.96
0174-393-140	SFR	358.97	(0.01)	358.96
0174-393-150	SFR	358.97	(0.01)	358.96
0174-393-160	SFR	358.97	(0.01)	358.96
0174-393-170	SFR	358.97	(0.01)	358.96
0174-393-180	SFR	358.97	(0.01)	358.96
0174-393-190	SFR	358.97	(0.01)	358.96
0174-393-200	SFR	358.97	(0.01)	358.96
0174-393-210	SFR	358.97	(0.01)	358.96
0174-394-010	SFR	358.97	(0.01)	358.96
0174-394-020	SFR	358.97	(0.01)	358.96
0174-394-030	SFR	358.97	(0.01)	358.96
0174-394-040	SFR	358.97	(0.01)	358.96
0174-394-050	SFR	358.97	(0.01)	358.96
0174-394-060	SFR	358.97	(0.01)	358.96
0174-394-070	SFR	358.97	(0.01)	358.96
0174-394-080	SFR	358.97	(0.01)	358.96

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City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-394-090	SFR	358.97	(0.01)	358.96
0174-394-100	SFR	358.97	(0.01)	358.96
0174-394-110	SFR	358.97	(0.01)	358.96
0174-394-120	SFR	358.97	(0.01)	358.96
0174-394-130	SFR	358.97	(0.01)	358.96
0174-394-140	SFR	358.97	(0.01)	358.96
0174-401-010	SFR	358.97	(0.01)	358.96
0174-401-020	SFR	358.97	(0.01)	358.96
0174-401-030	SFR	358.97	(0.01)	358.96
0174-401-040	SFR	358.97	(0.01)	358.96
0174-401-050	SFR	358.97	(0.01)	358.96
0174-402-010	SFR	358.97	(0.01)	358.96
0174-402-020	SFR	358.97	(0.01)	358.96
0174-402-030	SFR	358.97	(0.01)	358.96
0174-402-040	SFR	358.97	(0.01)	358.96
0174-402-050	SFR	358.97	(0.01)	358.96
0174-402-060	SFR	358.97	(0.01)	358.96
0174-402-070	SFR	358.97	(0.01)	358.96
0174-402-080	SFR	358.97	(0.01)	358.96
0174-402-090	SFR	358.97	(0.01)	358.96
0174-402-100	SFR	358.97	(0.01)	358.96
0174-402-110	SFR	358.97	(0.01)	358.96
0174-402-120	SFR	358.97	(0.01)	358.96
0174-402-130	SFR	358.97	(0.01)	358.96
0174-402-140	SFR	358.97	(0.01)	358.96
0174-402-150	SFR	358.97	(0.01)	358.96
0174-402-160	SFR	358.97	(0.01)	358.96
0174-402-170	SFR	358.97	(0.01)	358.96
0174-402-180	SFR	358.97	(0.01)	358.96
0174-402-190	SFR	358.97	(0.01)	358.96
0174-402-200	SFR	358.97	(0.01)	358.96
0174-402-210	SFR	358.97	(0.01)	358.96
0174-402-220	SFR	358.97	(0.01)	358.96
0174-402-230	SFR	358.97	(0.01)	358.96
0174-402-240	SFR	358.97	(0.01)	358.96
0174-402-250	SFR	358.97	(0.01)	358.96
0174-402-260	SFR	358.97	(0.01)	358.96
0174-402-270	SFR	358.97	(0.01)	358.96
0174-403-010	SFR	358.97	(0.01)	358.96
0174-403-020	SFR	358.97	(0.01)	358.96
0174-403-030	SFR	358.97	(0.01)	358.96
0174-403-040	SFR	358.97	(0.01)	358.96

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City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-403-050	SFR	358.97	(0.01)	358.96
0174-403-060	SFR	358.97	(0.01)	358.96
0174-403-070	SFR	358.97	(0.01)	358.96
0174-403-080	SFR	358.97	(0.01)	358.96
0174-403-090	SFR	358.97	(0.01)	358.96
0174-403-100	SFR	358.97	(0.01)	358.96
0174-403-110	SFR	358.97	(0.01)	358.96
0174-403-120	SFR	358.97	(0.01)	358.96
0174-403-130	SFR	358.97	(0.01)	358.96
0174-403-140	SFR	358.97	(0.01)	358.96
0174-404-010	SFR	358.97	(0.01)	358.96
0174-404-020	SFR	358.97	(0.01)	358.96
0174-404-030	SFR	358.97	(0.01)	358.96
0174-404-040	SFR	358.97	(0.01)	358.96
0174-404-050	SFR	358.97	(0.01)	358.96
0174-404-060	SFR	358.97	(0.01)	358.96
0174-404-070	SFR	358.97	(0.01)	358.96
0174-404-080	SFR	358.97	(0.01)	358.96
0174-404-090	SFR	358.97	(0.01)	358.96
0174-404-100	SFR	358.97	(0.01)	358.96
0174-404-110	SFR	358.97	(0.01)	358.96
0174-404-120	SFR	358.97	(0.01)	358.96
0174-405-010	SFR	358.97	(0.01)	358.96
0174-405-020	SFR	358.97	(0.01)	358.96
0174-405-030	SFR	358.97	(0.01)	358.96
0174-405-040	SFR	358.97	(0.01)	358.96
0174-405-050	SFR	358.97	(0.01)	358.96
0174-405-060	SFR	358.97	(0.01)	358.96
0174-405-070	SFR	358.97	(0.01)	358.96
0174-405-080	SFR	358.97	(0.01)	358.96
0174-405-090	SFR	358.97	(0.01)	358.96
0174-405-100	SFR	358.97	(0.01)	358.96
0174-405-110	SFR	358.97	(0.01)	358.96
0174-405-120	SFR	358.97	(0.01)	358.96
0174-406-010	SFR	358.97	(0.01)	358.96
0174-406-020	SFR	358.97	(0.01)	358.96
0174-406-030	SFR	358.97	(0.01)	358.96
0174-406-040	SFR	358.97	(0.01)	358.96
0174-406-050	SFR	358.97	(0.01)	358.96
0174-406-060	SFR	358.97	(0.01)	358.96
0174-406-070	SFR	358.97	(0.01)	358.96
0174-406-080	SFR	358.97	(0.01)	358.96

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City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-406-090	SFR	358.97	(0.01)	358.96
0174-431-020	SFR	358.97	(0.01)	358.96
0174-431-030	SFR	358.97	(0.01)	358.96
0174-431-040	SFR	358.97	(0.01)	358.96
0174-431-050	SFR	358.97	(0.01)	358.96
0174-431-060	SFR	358.97	(0.01)	358.96
0174-431-070	SFR	358.97	(0.01)	358.96
0174-431-080	SFR	358.97	(0.01)	358.96
0174-431-090	SFR	358.97	(0.01)	358.96
0174-431-100	SFR	358.97	(0.01)	358.96
0174-431-110	SFR	358.97	(0.01)	358.96
0174-431-120	SFR	358.97	(0.01)	358.96
0174-431-130	SFR	358.97	(0.01)	358.96
0174-432-010	SFR	358.97	(0.01)	358.96
0174-432-020	SFR	358.97	(0.01)	358.96
0174-432-030	SFR	358.97	(0.01)	358.96
0174-432-040	SFR	358.97	(0.01)	358.96
0174-432-050	SFR	358.97	(0.01)	358.96
0174-432-060	SFR	358.97	(0.01)	358.96
0174-432-070	SFR	358.97	(0.01)	358.96
0174-432-080	SFR	358.97	(0.01)	358.96
0174-432-090	SFR	358.97	(0.01)	358.96
0174-432-100	SFR	358.97	(0.01)	358.96
0174-432-110	SFR	358.97	(0.01)	358.96
0174-432-120	SFR	358.97	(0.01)	358.96
0174-432-130	SFR	358.97	(0.01)	358.96
0174-432-140	SFR	358.97	(0.01)	358.96
0174-432-150	SFR	358.97	(0.01)	358.96
0174-432-160	SFR	358.97	(0.01)	358.96
0174-432-170	SFR	358.97	(0.01)	358.96
0174-432-180	SFR	358.97	(0.01)	358.96
0174-432-190	SFR	358.97	(0.01)	358.96
0174-432-200	SFR	358.97	(0.01)	358.96
0174-461-010	SFR	358.97	(0.01)	358.96
0174-461-020	SFR	358.97	(0.01)	358.96
0174-461-030	SFR	358.97	(0.01)	358.96
0174-461-040	SFR	358.97	(0.01)	358.96
0174-461-050	SFR	358.97	(0.01)	358.96
0174-461-060	SFR	358.97	(0.01)	358.96
0174-461-070	SFR	358.97	(0.01)	358.96
0174-461-080	SFR	358.97	(0.01)	358.96
0174-461-090	SFR	358.97	(0.01)	358.96

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City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-461-100	SFR	358.97	(0.01)	358.96
0174-461-110	SFR	358.97	(0.01)	358.96
0174-461-120	SFR	358.97	(0.01)	358.96
0174-461-130	SFR	358.97	(0.01)	358.96
0174-461-140	SFR	358.97	(0.01)	358.96
0174-461-150	SFR	358.97	(0.01)	358.96
0174-461-160	SFR	358.97	(0.01)	358.96
0174-461-170	SFR	358.97	(0.01)	358.96
0174-461-180	SFR	358.97	(0.01)	358.96
0174-461-190	SFR	358.97	(0.01)	358.96
0174-461-200	SFR	358.97	(0.01)	358.96
0174-461-210	SFR	358.97	(0.01)	358.96
0174-461-220	SFR	358.97	(0.01)	358.96
0174-461-230	SFR	358.97	(0.01)	358.96
0174-461-240	SFR	358.97	(0.01)	358.96
0174-461-250	SFR	358.97	(0.01)	358.96
0174-461-260	SFR	358.97	(0.01)	358.96
0174-461-270	SFR	358.97	(0.01)	358.96
0174-461-280	SFR	358.97	(0.01)	358.96
0174-461-290	SFR	358.97	(0.01)	358.96
0174-461-300	SFR	358.97	(0.01)	358.96
0174-461-310	SFR	358.97	(0.01)	358.96
0174-461-320	SFR	358.97	(0.01)	358.96
0174-461-330	SFR	358.97	(0.01)	358.96
0174-461-340	SFR	358.97	(0.01)	358.96
0174-462-010	SFR	358.97	(0.01)	358.96
0174-462-020	SFR	358.97	(0.01)	358.96
0174-462-030	SFR	358.97	(0.01)	358.96
0174-462-040	SFR	358.97	(0.01)	358.96
0174-462-050	SFR	358.97	(0.01)	358.96
0174-462-060	SFR	358.97	(0.01)	358.96
0174-462-070	SFR	358.97	(0.01)	358.96
0174-462-080	SFR	358.97	(0.01)	358.96
0174-462-090	SFR	358.97	(0.01)	358.96
0174-462-100	SFR	358.97	(0.01)	358.96
0174-462-110	SFR	358.97	(0.01)	358.96
0174-462-120	SFR	358.97	(0.01)	358.96
0174-462-130	SFR	358.97	(0.01)	358.96
0174-462-140	SFR	358.97	(0.01)	358.96
0174-471-010	SFR	358.97	(0.01)	358.96
0174-471-020	SFR	358.97	(0.01)	358.96
0174-471-030	SFR	358.97	(0.01)	358.96

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City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-471-040	SFR	358.97	(0.01)	358.96
0174-471-050	SFR	358.97	(0.01)	358.96
0174-472-020	SFR	358.97	(0.01)	358.96
0174-472-030	SFR	358.97	(0.01)	358.96
0174-472-040	SFR	358.97	(0.01)	358.96
0174-472-050	SFR	358.97	(0.01)	358.96
0174-473-010	SFR	358.97	(0.01)	358.96
0174-473-020	SFR	358.97	(0.01)	358.96
0174-473-030	SFR	358.97	(0.01)	358.96
0174-473-040	SFR	358.97	(0.01)	358.96
0174-473-050	SFR	358.97	(0.01)	358.96
0174-473-060	SFR	358.97	(0.01)	358.96
0174-511-010	SFR	358.97	(0.01)	358.96
0174-511-020	SFR	358.97	(0.01)	358.96
0174-511-030	SFR	358.97	(0.01)	358.96
0174-511-040	SFR	358.97	(0.01)	358.96
0174-511-050	SFR	358.97	(0.01)	358.96
0174-511-060	SFR	358.97	(0.01)	358.96
0174-511-070	SFR	358.97	(0.01)	358.96
0174-511-080	SFR	358.97	(0.01)	358.96
0174-511-090	SFR	358.97	(0.01)	358.96
0174-511-100	SFR	358.97	(0.01)	358.96
0174-511-110	SFR	358.97	(0.01)	358.96
0174-511-120	SFR	358.97	(0.01)	358.96
0174-511-130	SFR	358.97	(0.01)	358.96
0174-511-140	SFR	358.97	(0.01)	358.96
0174-511-150	NONRES	5,199.24	0.00	5,199.24
0174-512-010	SFR	358.97	(0.01)	358.96
0174-512-020	SFR	358.97	(0.01)	358.96
0174-512-030	SFR	358.97	(0.01)	358.96
0174-512-040	SFR	358.97	(0.01)	358.96
0174-512-050	SFR	358.97	(0.01)	358.96
0174-512-060	SFR	358.97	(0.01)	358.96
0174-512-070	SFR	358.97	(0.01)	358.96
0174-512-080	SFR	358.97	(0.01)	358.96
0174-512-090	SFR	358.97	(0.01)	358.96
0174-512-100	SFR	358.97	(0.01)	358.96
0174-513-010	SFR	358.97	(0.01)	358.96
0174-513-020	SFR	358.97	(0.01)	358.96
0174-513-030	SFR	358.97	(0.01)	358.96
0174-513-040	SFR	358.97	(0.01)	358.96
0174-513-050	SFR	358.97	(0.01)	358.96

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City of Suisun City
Community Facilities District No. 1 (Peterson Ranch Public Safety Services)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Property Classification	Levy	Other	Total
0174-513-060	SFR	358.97	(0.01)	358.96
0174-513-070	SFR	358.97	(0.01)	358.96
0174-513-080	SFR	358.97	(0.01)	358.96
0174-513-090	SFR	358.97	(0.01)	358.96
0174-513-100	SFR	358.97	(0.01)	358.96
0174-514-030	SFR	358.97	(0.01)	358.96
0174-514-040	SFR	358.97	(0.01)	358.96
0174-514-050	SFR	358.97	(0.01)	358.96
0174-514-060	SFR	358.97	(0.01)	358.96
0174-514-070	SFR	358.97	(0.01)	358.96
0174-514-080	SFR	358.97	(0.01)	358.96
0174-514-090	SFR	358.97	(0.01)	358.96
0174-514-110	SFR	358.97	(0.01)	358.96
0174-514-120	SFR	358.97	(0.01)	358.96
0174-514-130	SFR	358.97	(0.01)	358.96
0174-514-140	SFR	358.97	(0.01)	358.96
0174-514-150	SFR	358.97	(0.01)	358.96
0174-514-160	SFR	358.97	(0.01)	358.96
0174-514-170	SFR	358.97	(0.01)	358.96
0174-514-180	SFR	358.97	(0.01)	358.96
0174-514-190	SFR	358.97	(0.01)	358.96
0174-514-200	SFR	358.97	(0.01)	358.96
0174-514-210	SFR	358.97	(0.01)	358.96
0174-514-220	SFR	358.97	(0.01)	358.96
0174-514-230	SFR	358.97	(0.01)	358.96
0174-514-240	SFR	358.97	(0.01)	358.96
0174-514-250	SFR	358.97	(0.01)	358.96
0174-514-260	SFR	358.97	(0.01)	358.96
0174-514-270	SFR	358.97	(0.01)	358.96
0174-514-280	SFR	358.97	(0.01)	358.96
450 Accounts		**$166,376.77**	**($4.49)**	**$166,372.28**

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CITY OF SUISUN CITY

Fiscal Year 2025/26 Annual Report For:

COMMUNITY FACILITIES DISTRICT NO. 2

Municipal Services

October 2025

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DISTRICT SUMMARY

On December 6, 2005, the City Council of the City of Suisun City (the "City") established Community Facilities District No. 2 (Municipal Services) (the "CFD") under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code to finance certain police, fire, paramedic, storm drain and landscaping maintenance services as provided in the Act.

As properties develop within the City, they are required to annex into the CFD and may also be required to annex into a tax zone to pay for the costs of zone-specific services. The CFD is currently comprised of a CFD-Wide special tax and five additional special tax zones. Parcels within the boundaries of the CFD are levied the CFD-Wide special tax rate, as well as the special tax rate of the assigned tax zone based on the parcel's property type.

Levy

The following table provides a summary of the Fiscal Year 2025/26 levy:

District	Parcel Count	Fiscal Year 2025/26 Total Levy
CFD-Wide	359	$1,041,411.30
Tax Zone 1 (Amberwood)	28	18,639.04
Tax Zone 2 (McCoy Creek)	30	11,001.80
Tax Zone 3 (Peterson Ranch)	215	11,291.80
Tax Zone 5 (Summerwood)	69	14,647.32
Tax Zone 6 (Walmart)	1	32,270.88
Levy Total	**702**	**$1,129,262.14**

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Ingrid Mijangos, Administrator
Melissa Ellico, Project Manager
Sara Mares, Client Success Ambassador

1. SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the "Act"). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001, in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain both of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1."

The requirements of the Act apply to the Funds for the following:

City of Suisun
Community Facilities District No. 2

Purpose of Special Tax

The special tax provides funding for facilities and services provided and financed by Community Facilities District No. 2 include public safety services that consist of those direct and incidental expenses required for the providing of police services within the Community Facilities District No. 2 boundary.

The project(s) are ongoing.

COLLECTIONS & EXPENDITURES

Fund	6/30/2024 Balance (1)	Amount Collected (2)	Amount Expended (2)	6/30/2025 Balance (2)
CFD-Wide	($59.15)	$941,889.86	$946,947.43	($5,116.72)
Tax Zone 1 (Amberwood)	52,457.34	19,058.21	24,598.67	46,916.88
Tax Zone 2 (McCoy Creek)	30,744.13	11,296.11	10,040.84	31,999.40
Tax Zone 3 (Peterson Ranch)	14,401.40	11,060.57	27,643.52	(2,181.55)
Tax Zone 5 (Summerwood)	1,155.07	14,027.09	31,010.38	(15,828.22)
Tax Zone 6 (Walmart)	24,680.78	31,717.65	39,907.19	16,491.24

(1) Audited balance for Fiscal Year 2024/25.
(2) Unaudited amounts subject to Fiscal Year 2025/26 Audit.

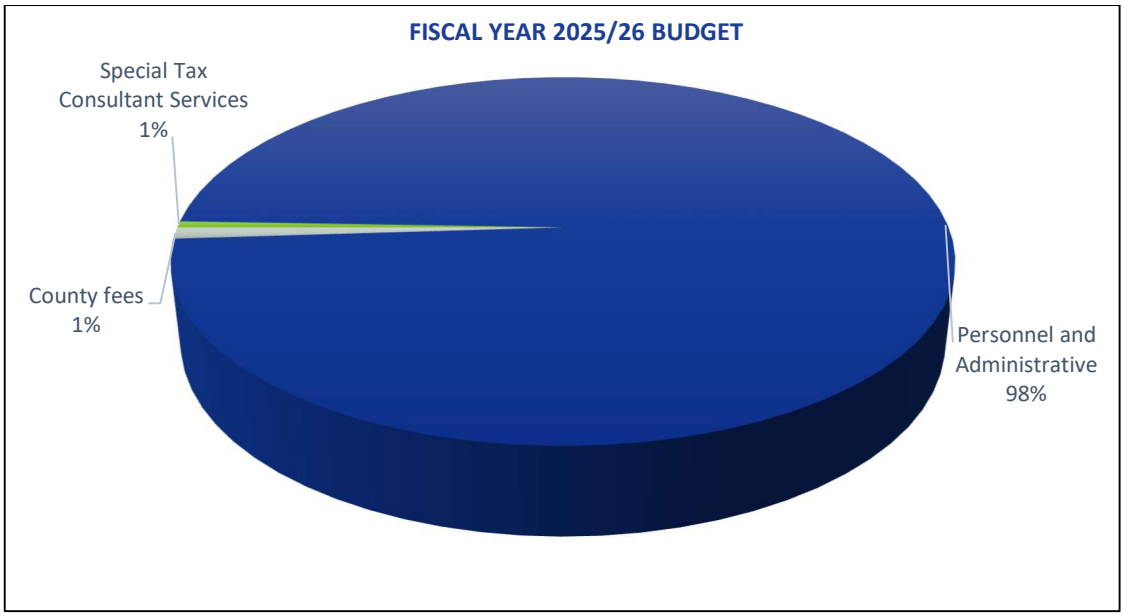
2. CFD-WIDE LEVY ANALYSIS

2.1 Levy Summary

A summary of the total levy for Fiscal Year 2025/26 is shown in the table below.

Description	Annual Cost
Personnel and Administrative Costs	$1,025,372.39
Special Tax Consultant Services	5,625.09
County Fees (1)	10,414.12
Installment Rounding (2)	(0.30)
Total Amount Levied:	**$1,041,411.30**
Levied Parcel Count	359

(1) The costs of posting and collecting the special tax are equal to 1% of the total levy amount.
(2) Includes even cent rounding adjustments for placement on the County Tax Roll.



2.2 Special Tax Rates

The Fiscal Year 2025/26 applied rates and special tax levy are shown in the table below.

Property Classification	Parcel Count	FY 2025/26 Maximum Tax Rate	FY 2025/26 Applied Tax Rate (1)	Total FY 2025/26 Special Tax Levy
Single Family Detached	331	$1,086.22 per Unit	$1,086.22 per Unit	$359,538.82
Single Family Attached	0	$814.67 per Unit	$0.00 per Unit	0.00
Multi-Family	5	$407.32 per Unit	$407.32 per Unit	207,330.10
Live/Work (2)	11	$1,086.22 per Unit plus $1,086.22 per 1,000 square feet (or portion thereof) of non-residential building and ancillary improvements	$1,086.22 per Unit plus $1,086.22 per 1,000 square feet (or portion thereof) of non-residential building and ancillary improvements	31,364.50
Non-Residential	12	The greater of $1,086.22 per parcel or $1,086.22 per 1,000 square feet (or portion thereof) of Building Square Footage	The greater of $1,086.22 per parcel or $1,086.22 per 1,000 square feet (or portion thereof) of Building Square Footage	443,177.88
Totals:	**359**			**$1,041,411.30**

(1) Includes even cent rounding adjustments for placement on the County Tax Roll.
(2) Certain parcels with a Live/Work property classification containing an apartment for rent have an additional multi-family special tax rate applied in accordance with the City's historic method of calculating the special tax rate for such parcels.

2.3 Annual Increase by Consumer Price Index

The Fiscal Year 2025/26 Maximum Special Tax rates were increased by 2.81% over the prior fiscal year.

In accordance with the Rate and Method of Apportionment (RMA), the Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. "Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year and taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase. "Indices" means the Consumer Price Indexes for the San Francisco-Oakland-Hayward Urban Wage Earners (formerly San Francisco-Oakland-San Jose) and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

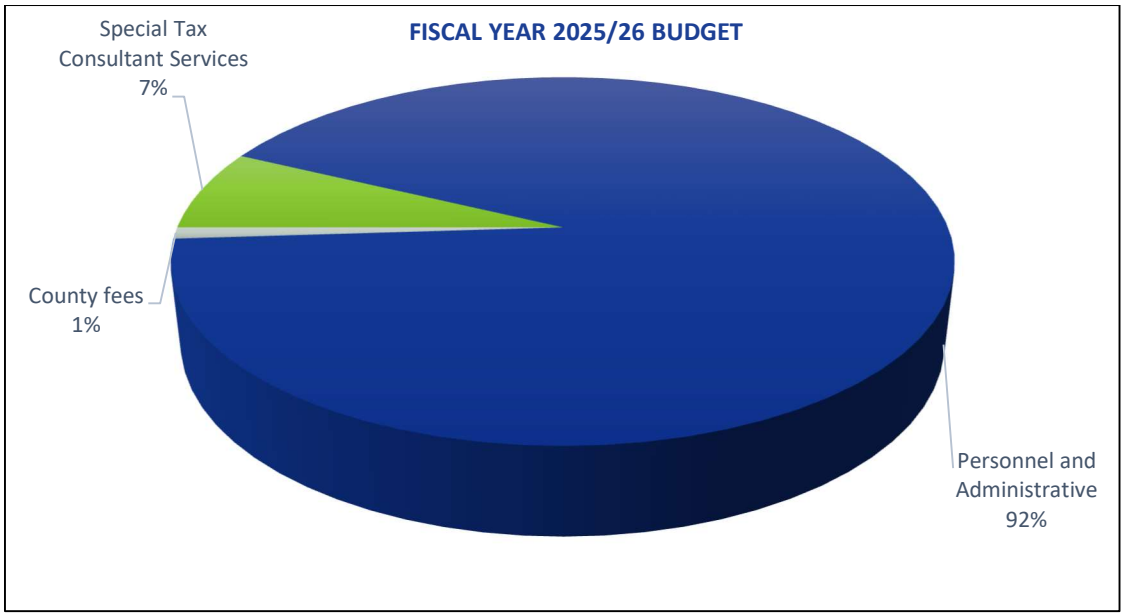
3. TAX ZONE 1 LEVY ANALYSIS

3.1 Levy Summary

A summary of the total levy for Fiscal Year 2025/26 is shown in the table below.

Description	Annual Cost
Personnel and Administrative Costs	$17,125.31
Special Tax Consultant Services	1,327.89
County Fees (1)	186.40
Installment Rounding (2)	(0.56)
Total Amount Levied:	**$18,639.04**
Parcel Count	28

(1) The costs of posting and collecting the special tax are equal to 1% of the total levy amount.
(2) Includes even cent rounding adjustments for placement on the County Tax Roll.



3.2 Special Tax Rates

The Fiscal Year 2025/26 applied rates and special tax levy are shown in the table below.

Property Classification	Parcel Count	FY 2025/26 Maximum Tax Rate	FY 2025/26 Applied Tax Rate (1)	Total FY 2025/26 Special Tax Levy
Single Family Detached	28	$665.70 per Unit	$665.70 per Unit	$18,639.04
Single Family Attached	0	$499.27 per Unit	$0.00 per Unit	0.00
Multi-Family	0	$249.64 per Unit	$0.00 per Unit	0.00
Live/Work	0	$665.70 per Unit plus $665.70 per 1,000 square feet (or portion thereof) of non-residential space	$665.70 per Unit plus $665.70 per 1,000 square feet (or portion thereof) of non-residential space	0.00
Non-Residential	0	The greater of $665.70 per parcel or $665.70 per 1,000 square feet (or portion thereof) of Building Square Footage	The greater of $665.70 per parcel or $665.70 per 1,000 square feet (or portion thereof) of Building Square Footage	0.00
Totals:	**28**			**$18,639.04**

(1) Includes even cent rounding adjustments for placement on the County Tax Roll.

3.3 Annual Increase by Consumer Price Index

The Fiscal Year 2025/26 Maximum Special Tax rates were increased by 2.81% over the prior fiscal year.

In accordance with the RMA, the Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. “Average Increase” means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year and taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase. “Indices” means the Consumer Price Indexes for the San Francisco-Oakland-Hayward Urban Wage Earners (formerly San Francisco-Oakland-San Jose) and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

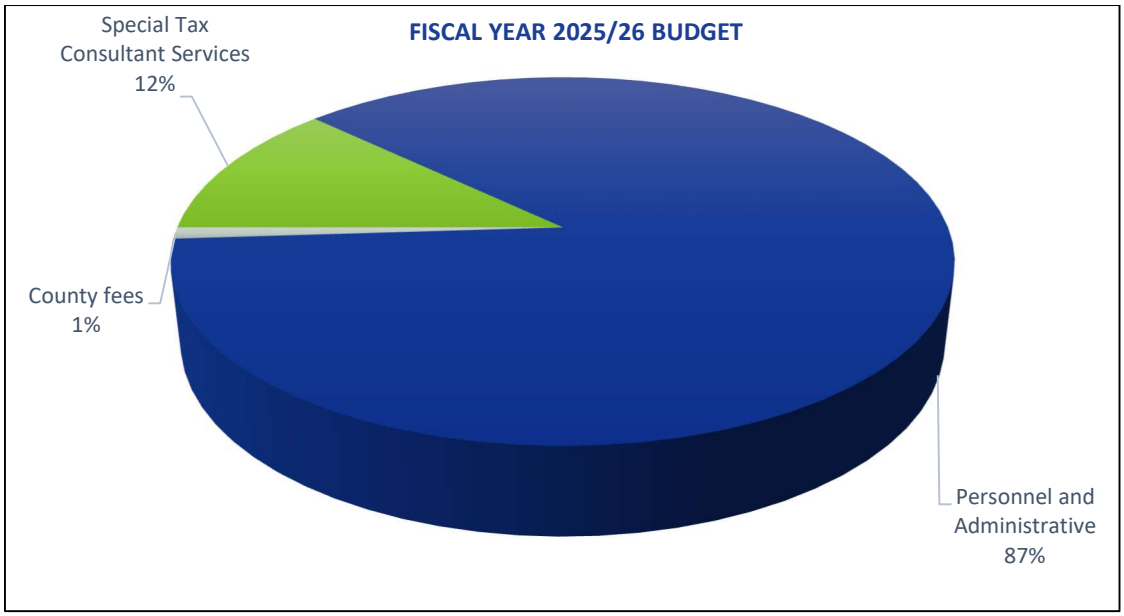
4. TAX ZONE 2 LEVY ANALYSIS

4.1 Levy Summary

A summary of the total levy for Fiscal Year 2025/26 is shown in the table below.

Description	Annual Cost
Personnel and Administrative Costs	$9,564.14
Special Tax Consultant Services	1,327.89
County Fees (1)	110.02
Installment Rounding (2)	(0.25)
Total Amount Levied:	**$11,001.80**
Parcel Count	30

(1) The costs of posting and collecting the special tax are equal to 1% of the total levy amount.
(2) Includes even cent rounding adjustments for placement on the County Tax Roll.



4.2 Special Tax Rates

The Fiscal Year 2025/26 applied rates and special tax levy are shown in the table below.

Property Classification	Parcel Count	FY 2025/26 Maximum Tax Rate	FY 2025/26 Applied Tax Rate (1)	Total FY 2025/26 Special Tax Levy
Single Family Detached	19	$213.63 per EDU	$213.62 per EDU	$4,058.78
Single Family Attached with Commercial	5	$213.63 per EDU (1 unit) plus $213.63 per 1,000 Square Feet (or portion thereof) or non-residential space OR $534.08 per Unit Type	$213.63 per EDU (1 unit) plus $213.63 per 1,000 Square Feet (or portion thereof) or non-residential space OR $534.08 per Unit Type	2,670.40
Multi-Family	0	$0.00	$0.00	0.00
Live/Work	5	$213.63 per EDU plus $213.63 per 1,000 Square Feet (or portion thereof) of non-residential space OR $427.26 per Unit Type	$213.63 per EDU plus $213.63 per 1,000 Square Feet (or portion thereof) of non-residential space OR $427.26 per Unit Type	2,136.32
Non-Residential	1	$213.63 per 1,000 Square Feet (or portion thereof) of non-residential space	$213.63 per 1,000 Square Feet (or portion thereof) of non-residential space	2,136.30
Totals:	**30**			**$11,001.80**

(1) Includes even cent rounding adjustments for placement on the County Tax Roll.

4.3 Annual Increase by Consumer Price Index

The Fiscal Year 2025/26 Maximum Special Tax rates were increased by 2.81% over the prior fiscal year.

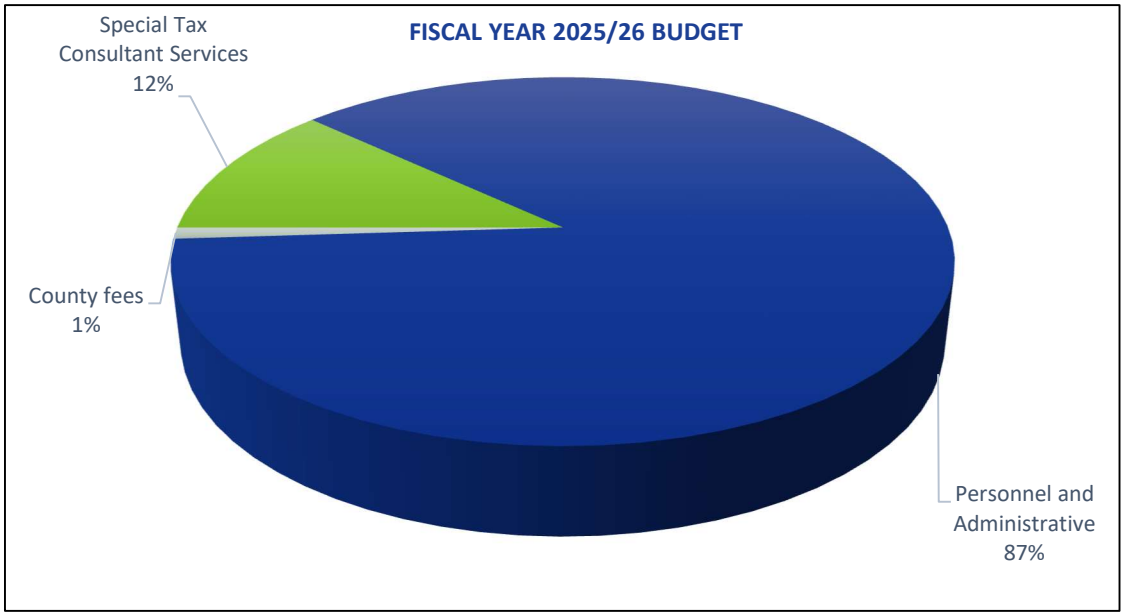
In accordance with the RMA, the Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. “Average Increase” means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year and taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase. “Indices” means the Consumer Price Indexes for the San Francisco-Oakland-Hayward Urban Wage Earners (formerly San Francisco-Oakland-San Jose) and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

5. TAX ZONE 3 LEVY ANALYSIS

5.1 Levy Summary

Description	Annual Cost
Personnel and Administrative Costs	$9,834.47
Special Tax Consultant Services	1,346.89
County Fees (1)	112.94
Installment Rounding (2)	(2.50)
Total Amount Levied:	**$11,291.80**
Parcel Count	215

(1) The costs of posting and collecting the special tax are equal to 1% of the total levy amount.
(2) Includes even cent rounding adjustments for placement on the County Tax Roll.



5.2 Special Tax Rates

The Fiscal Year 2025/26 applied rates and special tax levy are shown in the table below.

Property Classification	Parcel Count	FY 2025/26 Maximum Tax Rate	FY 2025/26 Applied Tax Rate (1)	Total FY 2025/26 Special Tax Levy
Single Family Detached	215	$52.53 per EDU	$52.52 per EDU	$11,291.80
Single Family Attached with Commercial	0	0.00	0.00	0.00
Multi-Family	0	0.00	0.00	0.00
Live/Work	0	0.00	0.00	0.00
Non-Residential	0	0.00	0.00	0.00
Totals:	**215**			**$11,291.80**

(1) Includes even cent rounding adjustments for placement on the County Tax Roll.

5.3 Annual Increase by Consumer Price Index

The Fiscal Year 2025/26 Maximum Special Tax rates were increased by 2.81% over the prior fiscal year.

In accordance with the RMA, the Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. “Average Increase” means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year and taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase. “Indices” means the Consumer Price Indexes for the San Francisco-Oakland-Hayward Urban Wage Earners (formerly San Francisco-Oakland-San Jose) and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

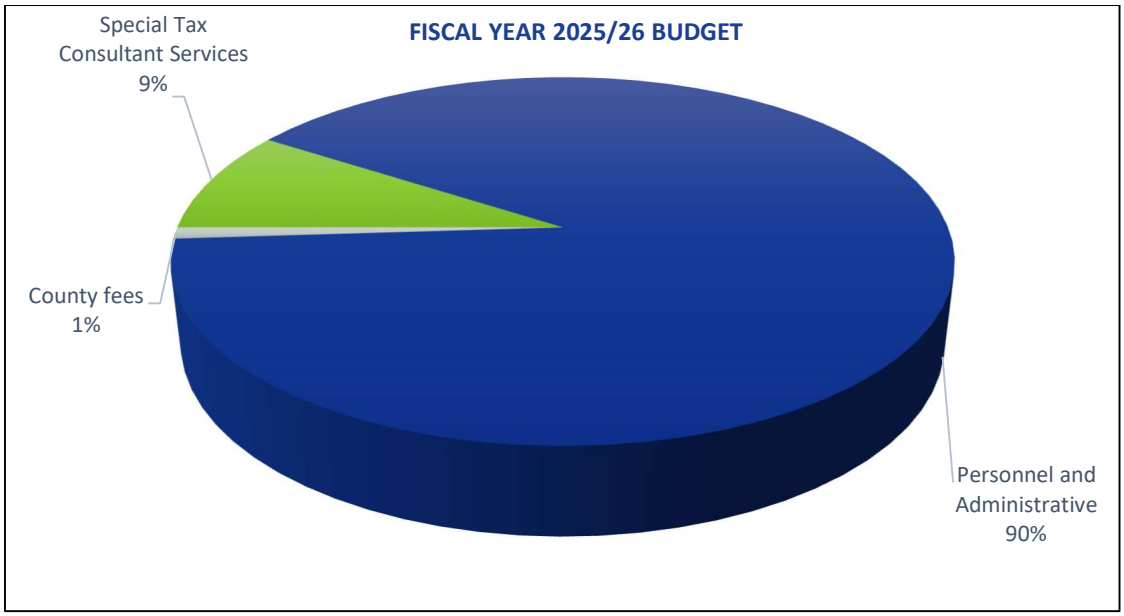
6. TAX ZONE 5 LEVY ANALYSIS

6.1 Levy Summary

A summary of the total levy for Fiscal Year 2025/26 is shown in the table below.

Description	Annual Cost
Personnel and Administrative Costs	$13,169.14
Special Tax Consultant Services	1,331.89
County Fees (1)	146.48
Installment Rounding (2)	(0.19)
Total Amount Levied:	**$14,647.32**
Parcel Count	69

(1) The costs of posting and collecting the special tax are equal to 1% of the total levy amount.
(2) Includes even cent rounding adjustments for placement on the County Tax Roll.



6.2 Special Tax Rates

The Fiscal Year 2025/26 applied rates and special tax levy are shown in the table below.

Property Classification	Parcel Count	FY 2025/26 Maximum Tax Rate	FY 2025/26 Applied Tax Rate (1)	Total FY 2025/26 Special Tax Levy
Single Family Detached	69	$212.28 per EDU	$212.28 per EDU	$14,647.32
Single Family Attached with Commercial	0	0.00	0.00	0.00
Multi-Family	0	0.00	0.00	0.00
Live/Work	0	0.00	0.00	0.00
Non-Residential	0	0.00	0.00	0.00
Totals:	**69**			**$14,647.32**

(1) Includes even cent rounding adjustments for placement on the County Tax Roll.

6.3 Annual Increase by Consumer Price Index

The Fiscal Year 2025/26 Maximum Special Tax rates were increased by 2.81% over the prior fiscal year.

In accordance with the RMA, the Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. “Average Increase” means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year and taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase. “Indices” means the Consumer Price Indexes for the San Francisco-Oakland-Hayward Urban Wage Earners (formerly San Francisco-Oakland-San Jose) and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

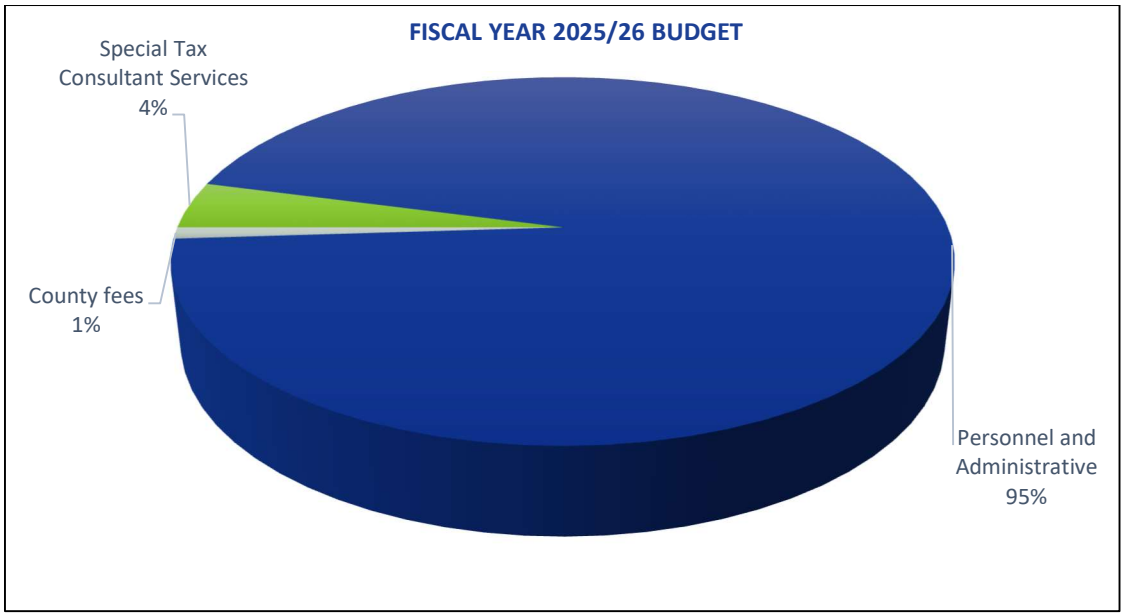
7. TAX ZONE 6 LEVY ANALYSIS

7.1 Levy Summary

A summary of the total levy for Fiscal Year 2025/26 is shown in the table below.

Description	Annual Cost
Personnel and Administrative Costs	$30,620.29
Special Tax Consultant Services	1,327.89
County Fees (1)	322.71
Installment Rounding (2)	(0.01)
Total Amount Levied:	**$32,270.88**
Parcel Count	1

(1) The costs of posting and collecting the special tax are equal to 1% of the total levy amount.
(2) Includes even cent rounding adjustments for placement on the County Tax Roll.



7.2 Special Tax Rates

The Fiscal Year 2025/26 applied rates and special tax levy are shown in the table below.

Property Classification	Parcel Count	FY 2025/26 Maximum Tax Rate	FY 2025/26 Applied Tax Rate (1)	Total FY 2025/26 Special Tax Levy
Single Family Detached	0	$0.00	$0.00	$0.00
Single Family Attached with Commercial	0	0.00	0.00	0.00
Multi-Family	0	0.00	0.00	0.00
Live/Work	0	0.00	0.00	0.00
Non-Residential	1	32,270.89	32,270.88	32,270.88
Totals:	**1**			**$32,270.88**

(1) Includes even cent rounding adjustments for placement on the County Tax Roll.

7.3 Annual Increase by Consumer Price Index

The Fiscal Year 2025/26 Maximum Special Tax rates were increased by 2.81% over the prior fiscal year.

In accordance with the RMA, the Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. “Average Increase” means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year and taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase. “Indices” means the Consumer Price Indexes for the San Francisco-Oakland-Hayward Urban Wage Earners (formerly San Francisco-Oakland-San Jose) and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category

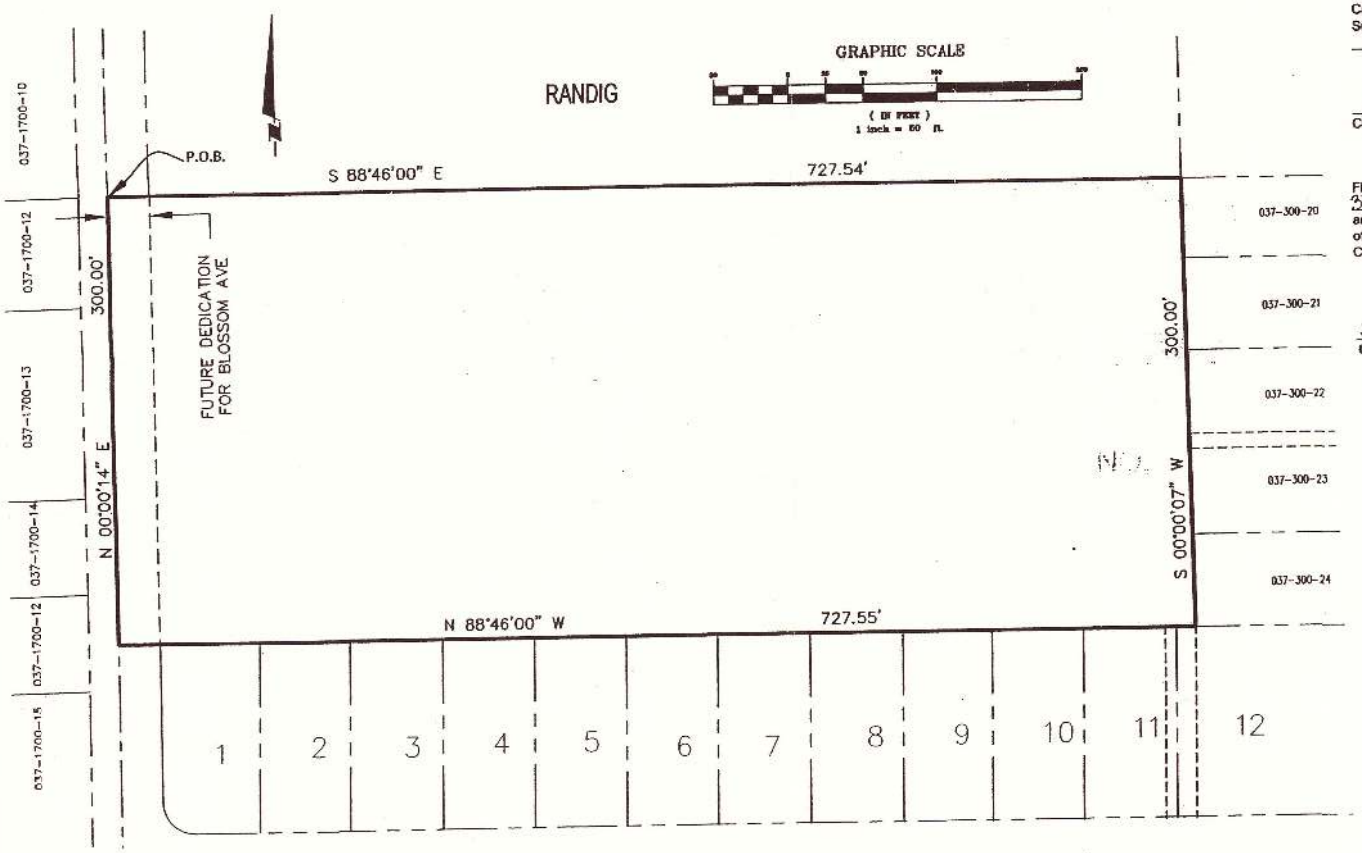
APPENDIX A. DISTRICT BOUNDARY

The following pages provide the CFD Boundary Maps.

PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES)

CITY OF SUISUN CITY
COUNTY OF SOLANO
STATE OF CALIFORNIA
APRIL 2005

TERRA FIRMA
CIVIL ENGINEERING & LAND SURVEYING
2855 HONEYSUCKLE CR. ANTIOCH, CALIFORNIA



Filed in the office of the City Clerk of the City of Suisun City this 28th day of Sept., 2005.

Linda Hobson
City Clerk

I hereby certify that the within map showing proposed boundaries of Community Facilities District No. 2 (Municipal Services), City of Suisun City, County of Solano, State of California, was approved by the City Council of the City of Suisun City, at a meeting thereof, held on the 4th day of Oct., 2005, by its Resolution No. 05-78

Linda Hobson
City Clerk

Filed this 27 day of October, 2005, at the hour of 3:17 o'clock p.m., in Book 23 of Maps of Assessment and Community Facilities Districts at Page 60 in the office of the County Recorder in the County of Solano, State of California.

Skip Thomson By: M Sandoval
County Recorder, County of Solano
05-166843

LEGEND

DISTRICT BOUNDARY ———

P.O.B. *POINT OF BEGINNING*

ANNEXATION MAP NO. 1

(McCOY CREEK – TAX ZONE #2)
OF
CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO.2 (MUNICIPAL SERVICES)
COUNTY OF SOLANO
STATE OF CALIFORNIA
DECEMBER, 2005

PHILLIPPI ENGINEERING
CIVIL ENGINEERING – LAND SURVEYING
425 MERCHANT STREET, VACAVILLE, CA 95688
P.O. BOX 6556, VACAVILLE, CA 95696
OFFICE (707) 451-8558 FAX (707) 451-8555

N
W E
S
50' 25' 0 50'
IF PHYSICAL DISTANCE ACROSS SCALE BAR IS NOT EXACTLY TWO (2) INCHES, ADJUST SCALE ACCORDINGLY.

Curve Table			
No.	Radius	Delta	Length
C1	630.00'	07°36'00"	83.57'
C2	30.00'	90°00'00"	47.12'
C3	630.00'	02°41'54"	29.67'

LEGAL DESCRIPTION

REAL PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEING PARCEL 2-A AS SAID PARCEL IS SHOWN ON THE PARCEL MAP FILED IN BOOK 35 OF PARCEL MAPS AT PAGE 76 AND LOT 60 AS SAID LOT IS SHOWN ON THE MAP OF LAWLER RANCH UNIT 8, FILED IN BOOK 63 OF MAPS AT PAGE 71 AND AS AMENDED BY CERTIFICATE OF CORRECTION FOR SUBDIVISION RECORDED IN INSTRUMENT NO. 1993-00063547, ALL OF SOLANO COUNTY RECORDS.

END OF DESCRIPTION.

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA," FILED THE 27th DAY OF OCTOBER 2005 AT THE HOUR OF 3:17 O'CLOCK P.M. IN BOOK 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN CITY THIS 1st DAY OF FEBRUARY, 2006

Linda Hobson
CITY CLERK

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 1 (McCOY CREEK – TAX ZONE #2) TO CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY, AT A MEETING THEREOF, HELD ON THE 9th DAY OF FEBRUARY, 2006 BY ITS RESOLUTION NO. 06-20

Linda Hobson
CITY CLERK

FILED THIS 17th DAY OF FEBRUARY, 2006 AT THE HOUR OF 2:55 O'CLOCK P.M., IN BOOK 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 72 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

MARC C. TONNESEN, ACTING
COUNTY RECORDER,
COUNTY OF SOLANO
by D. Navarrete, Deputy
Inst. # 2006-21208

LEGEND

ANNEXATION BOUNDARIES
ASSESSOR'S PARCEL LINES

LICENSED LAND SURVEYOR
ALVIN LEUNG
Exp. 12-31-05
No. LS #6630
STATE OF CALIFORNIA
12/9/2005

DEC 1 2 2005

SHEET 1 OF 1
Project: 240840annex.dwg

ANNEXATION MAP NO. 2

(PETERSON RANCH - TAX ZONE #3 AND #4)

OF

CITY OF SUISUN CITY

COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES)

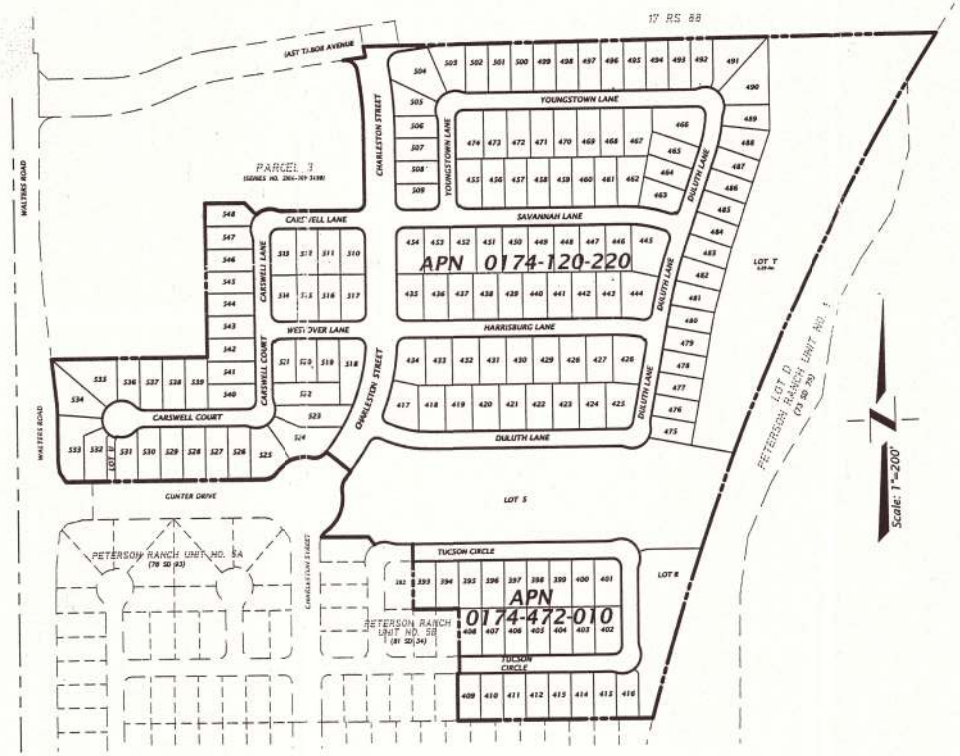
COUNTY OF SOLANO STATE OF CALIFORNIA

CUNNINGHAM ENGINEERING

FEBRUARY 2006

SHEET 1 OF 1 SHEETS

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA", FILED THE 27th DAY OF OCTOBER, 2005 AT THE HOUR OF 3:17 O'CLOCK P.M. IN BOOK 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.



(1) FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN CITY THIS 15th DAY OF FEBRUARY, 2006.

Linda Hobson
CITY CLERK

(2) I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 2 (PETERSON RANCH - TAX ZONE #3 AND #4) TO CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY, AT A MEETING THEREOF, HELD ON THE 21st DAY OF FEBRUARY, 2006, BY ITS RESOLUTION NO. 06-26.

Linda Hobson
CITY CLERK

(3) FILED THIS 1st DAY OF March, 2006, AT THE HOUR OF 10:33 O'CLOCK A.M. IN BOOK 23, OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE 73 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

Acting Marc C. Tonnesen by D. Navarrete, Deputy
COUNTY RECORDER,
COUNTY OF SOLANO

Inst. # 2006-25583

LEGAL DESCRIPTION

ALL OF THAT REAL PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING LOT Q, PETERSON RANCH UNIT 5B SUBDIVISION, FILED IN BOOK 81 OF SUBDIVISION MAPS AT PAGE 34, COUNTY OF SOLANO OFFICIAL RECORDS, AND PARCEL 2 OF THAT CERTAIN CERTIFICATE OF COMPLIANCE, INSTRUMENT NO. 2004-00163498, COUNTY OF SOLANO OFFICIAL RECORDS.

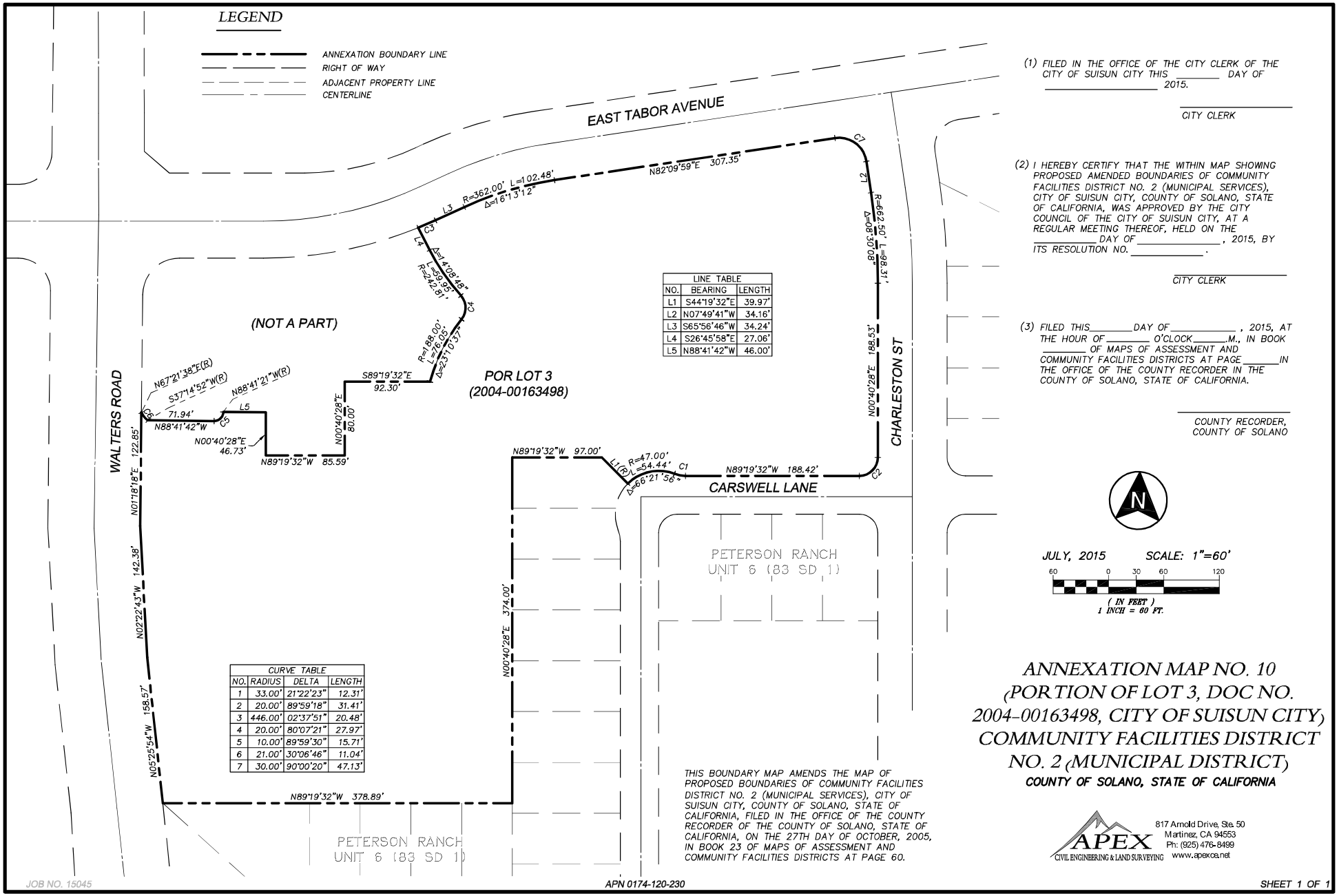
LEGEND:

- ANNEXATION BOUNDARY
- PROPOSED LOT LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING LOT LINES/RIGHT-OF-WAY

REGISTERED PROFESSIONAL ENGINEER
CHARLES W. CUNNINGHAM
No. C30339
Exp. 3/31/06
CIVIL
STATE OF CALIFORNIA

DATE SIGNED: 2/15/06

THESE DRAWINGS ARE NOT CONSIDERED FINAL UNTIL THE ENGINEER'S SEAL ABOVE HAS BEEN SIGNED AND DATED.



LINE TABLE		
NO.	BEARING	LENGTH
L1	S44°19'32"E	39.97'
L2	N07°49'41"W	34.16'
L3	S65°56'46"W	34.24'
L4	S26°45'58"E	27.06'
L5	N88°41'42"W	46.00'

CURVE TABLE			
NO.	RADIUS	DELTA	LENGTH
1	33.00'	21°22'23"	12.31'
2	20.00'	89°59'18"	31.41'
3	446.00'	02°37'51"	20.48'
4	20.00'	80°07'21"	27.97'
5	10.00'	89°59'30"	15.71'
6	21.00'	30°06'46"	11.04'
7	30.00'	90°00'20"	47.13'

(1) FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN CITY THIS _____ DAY OF _____ 2015.

_____
CITY CLERK

(2) I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2015, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK

(3) FILED THIS_____DAY OF_____, 2015, AT THE HOUR OF _____ O'CLOCK_____.M., IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE_____IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

_____
COUNTY RECORDER,
COUNTY OF SOLANO

THIS BOUNDARY MAP AMENDS THE MAP OF PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA, ON THE 27TH DAY OF OCTOBER, 2005, IN BOOK 23 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 60.

ANNEXATION MAP NO. 10 (PORTION OF LOT 3, DOC NO. 2004-00163498, CITY OF SUISUN CITY) COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL DISTRICT)

COUNTY OF SOLANO, STATE OF CALIFORNIA

APEX
CIVIL ENGINEERING & LAND SURVEYING
817 Arnold Drive, Ste. 50
Martinez, CA 94553
Ph: (925) 476-8499
www.apexca.net

JOB NO. 15045

APN 0174-120-230

SHEET 1 OF 1

ANNEXATION MAP NO. 3

(SUMMERWOOD – TAX ZONE #5)
OF
CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES)
COUNTY OF SOLANO STATE OF CALIFORNIA

CUNHA ENGINEERING
MARCH 2007
SHEET 1 OF 1 SHEETS

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MINICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA", FILED THE ____ DAY OF _____, 2007 AT THE HOUR OF _____ O'CLOCK ___.M. IN BOOK ____ OF MAPS OF ASSESSMENT AND THE COUNTY OF SOLANO, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

(1) FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN CITY THIS___DAY OF_____, 2007.

_____
CITY CLERK

(2) I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 3 (SUMMERWOOD – TAX ZONE #5) TO CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2007, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK

(3) FILED THIS _____ DAY OF _____, 2007, AT THE HOUR OF ____ O'CLOCK ___.M. IN BOOK _____, OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

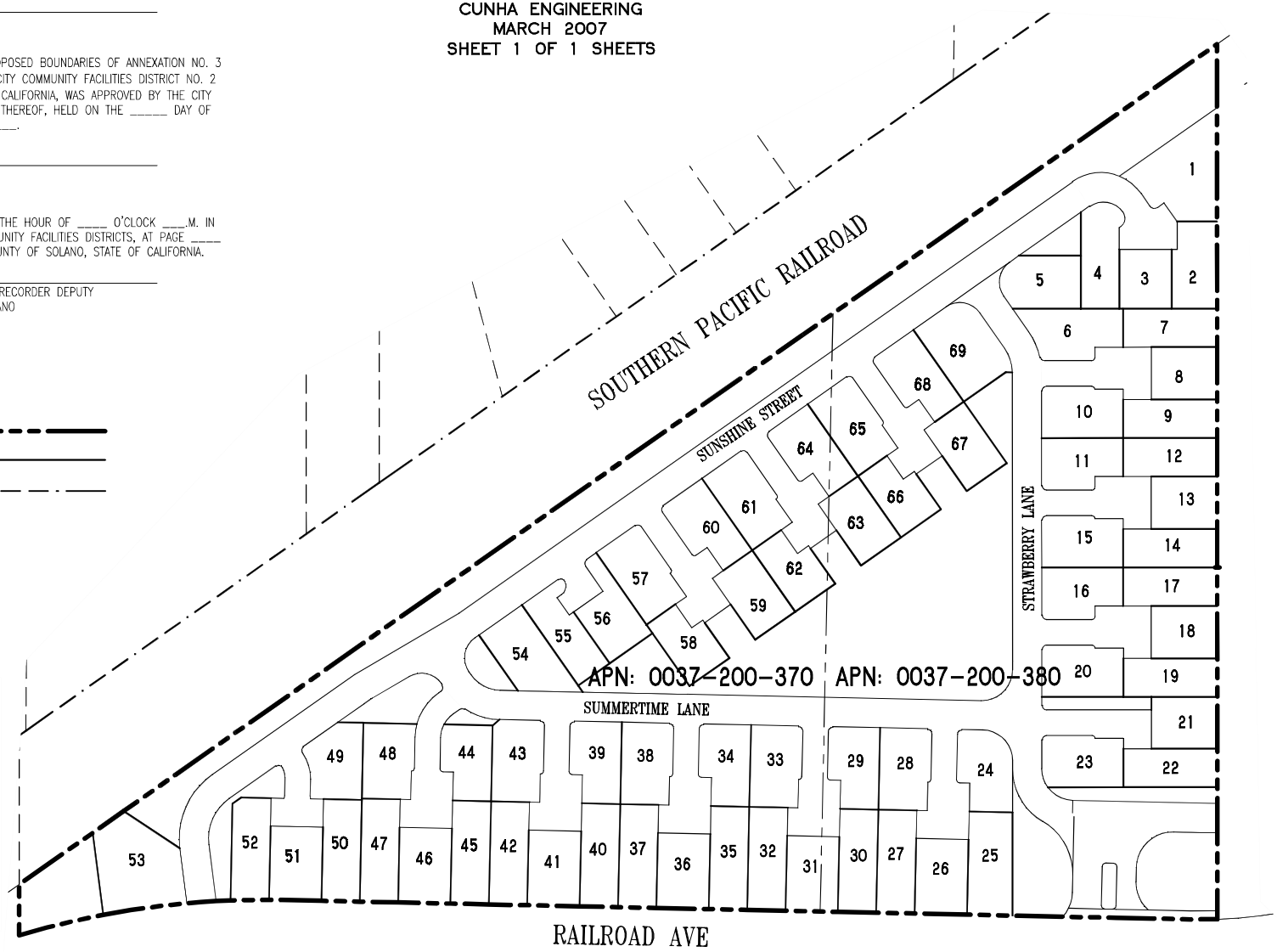
_____
ACTING COUNTY RECORDER DEPUTY
COUNTY OF SOLANO

LEGEND

ANNEXATION BOUNDARY

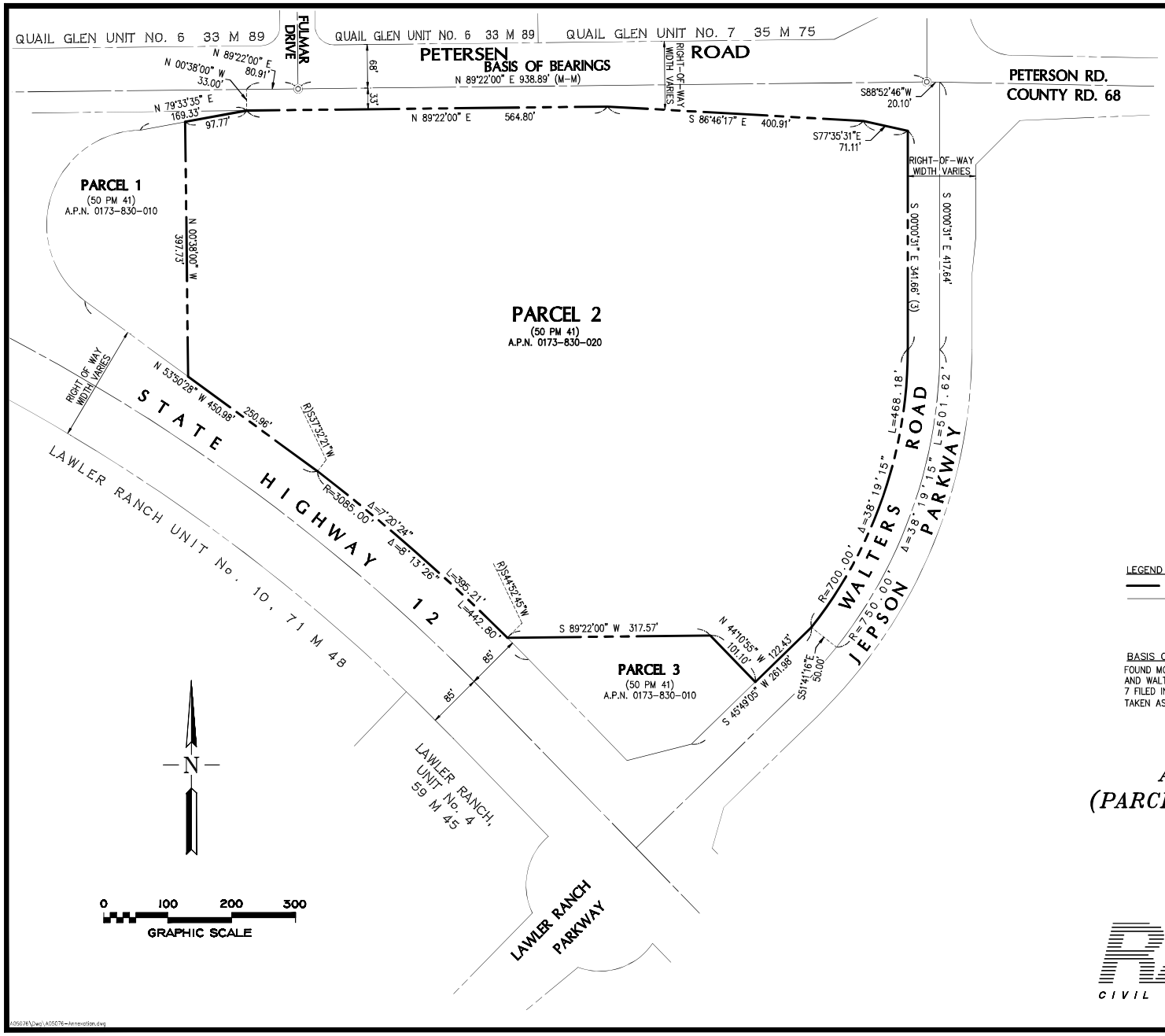
INTERIOR LOT LINES

RAILROAD RIGHT OF WAY



JOB NUMBER: 205008

SHEET 1 OF 1



REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARIES OF CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA," FILED THE _____ DAY OF _____, 20___, AT THE HOUR OF____ O'CLOCK ___ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE _____, IN THE OFFICE OF THE COUNTY OF SOLANO, STATE OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

(1) FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN CITY THIS _____ DAY OF _____, 20___.

_____
CITY CLERK

(2) I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 9 (PARCEL MAP PM 06-02 PARCEL 2-TAX ZONE #6) TO THE CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 2 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY, AT A MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20___, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK

(3) FILED THIS _____ DAY OF _____, 20___, AT THE HOUR OF ____ O'CLOCK ___. M. IN BOOK _____, OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, AT PAGE _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SOLANO, STATE OF CALIFORNIA.

_____
COUNTY RECORDER,
COUNTY OF SOLANO

LEGEND

ANNEXATION BOUNDARY LINE
ADJOINING PROPERTY LINE

BASIS OF BEARING

FOUND MONUMENTS ALONG PETERSEN ROAD BETWEEN FULMAR DRIVE AND WALTERS ROAD AS SHOWN ON THE MAP OF QUAIL GLEN UNIT NO. 7 FILED IN BOOK 35 OF MAPS AT PAGE 75, SOLANO COUNTY RECORDS. TAKEN AS NORTH 89°22'00" EAST.

ANNEXATION MAP NO. 9 (PARCEL MAP PM 06-02 PARCEL 2 -TAX ZONE #6)

CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO. 2
(MUNICIPAL SERVICES)
COUNTY OF SOLANO, STATE OF CALIFORNIA
NOVEMBER 2014 SCALE: 1"=100'

RAK
CIVIL ENGINEERS
ROBERT A. KARN & ASSOCIATES, INC.
707 BECK AVENUE
FAIRFIELD, CALIFORNIA 94533
PHONE: (707) 435-9999 FAX: (707) 435-9988

SHEET 1 OF 1

A05076\Dwg\A05076-Annexation.dwg

APPENDIX B. RATE AND METHOD OF APPORTIONMENT

The following pages provide the Rate and Method of Apportionment for the CFD to include the Special Tax Rates for each Tax Zone annexed into the CFD.

EXHIBIT B

CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 2 (Municipal Services) (the "CFD") shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

"Administrator" means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County of Solano designating parcels by Assessor's Parcel number.

"Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

"Building Square Footage" means the total gross square footage of the floor area of the buildings on any Parcel of Non-Residential Property determined by calculating the combined floor area contained within a building's exterior walls including the area of an addition

where floor area is increased. Parking areas and exterior walkways shall not be included in the calculation of Building Square Footage. The determination of Building Square Footage shall be made by reference to appropriate records kept by the City's Building Department.

"CFD-Wide Special Tax" means the Maximum Special Tax identified in Section C.1 below that shall be levied on all Developed Property within the CFD.

"CFD-Wide Special Tax Requirement" means the amount necessary in any Fiscal Year to (i) pay the cost of authorized police, fire, paramedical, storm drain and City-wide landscaping services, (ii) pay administrative expenses of the CFD, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

"City" means the City of Suisun City.

"City Council" means the City Council of the City of Suisun City, acting as the legislative body of the CFD.

"Developed Property" means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to July 1 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indices" means the Consumer Price Indexes for the San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

"Live/Work Property" means a Parcel on which all or a portion of a Unit is deed-restricted for commercial use, as determined in the sole discretion of the City.

"Maximum CFD-Wide Special Tax" means the maximum CFD-Wide Special Tax, determined in accordance with Section C.1 below, that can be levied on Taxable Property in any Fiscal Year.

"Maximum Tax Zone Special Tax" means the maximum Tax Zone Special Tax, determined in accordance with Section C.2 below, that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

"Non-Residential Property" means any Taxable Property within the boundaries of the CFD that is not Live/Work Property, Single Family Detached Property, Single Family Attached Property or Multi-Family Property, as defined herein.

"Public Agency" means the federal government, State of California or other local governments or public agencies.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Single Family Attached Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

"Single Family Detached Property" means, in any Fiscal Year, all Parcels of Developed Property which meet both of the following criteria: (i) a building permit was issued for construction of a Unit that does not share a common wall with another Unit, and (ii) the Parcel has not been designated as Live/Work Property.

"Special Tax" means a special tax levied in any Fiscal Year to pay the CFD-Wide Special Tax Requirement or the Tax Zone Special Tax Requirement.

"Taxable Property" means all Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which a particular Tax Zone Special Tax may be levied pursuant to this RMA. All of the property within the CFD at the time of the CFD formation is within Tax Zone #1; additional Tax Zones may be created when property is annexed into the CFD, and a separate Tax Zone Special Tax shall be identified for property within a new Tax Zone at the time of such annexation.

"Tax Zone Special Tax" means a Special Tax that shall be levied within a particular Tax Zone or Tax Zones but not necessarily levied at a consistent rate throughout the entire CFD.

"Tax Zone Special Tax Requirement" means the amount necessary in any Fiscal Year to pay the cost of authorized landscaping services within a particular Tax Zone. A separate Tax Zone Special Tax Requirement shall be determined each Fiscal Year for each Tax Zone within which a Tax Zone Special Tax is authorized to be levied.

"Unit" means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, townhome, condominium, or apartment units.

B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in the CFD as Single Family Detached Property, Single Family Attached Property, Multi-Family Property, Live/Work Property or Non-Residential Property. For each Parcel of Single Family Attached Property, Live/Work Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall determine the Building Square Footage for all Parcels of Non-Residential Property. The Administrator shall also determine the Tax Zone within which each Parcel of Taxable Property is located.

C. MAXIMUM SPECIAL TAX

1. CFD-Wide Special Tax

Table 1 below identifies the Maximum CFD-Wide Special Taxes.

Table 1
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum CFD-Wide Special Taxes

Land Use Category	Maximum CFD-Wide Special Tax Fiscal Year 2005-06 *
Single Family Detached Property	$629.90 per Unit
Single Family Attached Property	$472.43 per Unit
Multi-Family Property	$236.21 per Unit
Live/Work Property	$629.90 per Unit plus $629.90 per 1,000 square feet (or portion thereof) of non-residential building and ancillary improvements
Non-Residential Property	The greater of $629.90 per parcel or $629.90 per 1,000 Square Feet (or portion thereof) of Building Square Footage

* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

2. *Tax Zone #1 Special Tax*

Table 2 below identifies the Maximum Tax Zone Special Tax for Tax Zone #1. A different Maximum Tax Zone Special Tax shall be identified for Tax Zones added to the CFD as a result of future annexations.

Table 2
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum Tax Zone Special Taxes for Tax Zone #1

Land Use Category	Maximum CFD-Wide Special Tax Tax Zone #1 Fiscal Year 2005-06 *
Single Family Detached Property	$386.04 per Unit
Single Family Attached Property	$289.53 per Unit
Multi-Family Property	$144.77 per Unit
Live/Work Property	$386.04 per Unit plus $386.04 per 1,000 square feet (or portion thereof) of non-residential space
Non-Residential Property	The greater of $386.04 per Parcel or $386.04 per 1,000 Square Feet (or portion thereof) of Building Square Footage

* Beginning in January 2006 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX

1. *CFD-Wide Special Tax*

Each Fiscal Year, the CFD-Wide Special Tax shall be levied on all Parcels of Developed Property within the CFD as follows:

Step 1: Determine the CFD-Wide Special Tax Requirement for the Fiscal Year in which the CFD-Wide Special Tax will be collected;

Step 2: Calculate the total CFD-Wide Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum CFD-Wide Special Tax rates determined pursuant to Section C.1 above;

Step 3: If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum CFD-Wide Special Tax on all Parcels of Developed Property in the CFD.

Step 4: If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the CFD-Wide Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum CFD-Wide Special Tax for each Parcel until the amount of the CFD-Wide Special Tax levy equals the CFD-Wide Special Tax Requirement for that Fiscal Year.

2. Tax Zone Special Tax

Each Fiscal Year, the Tax Zone Special Tax shall be levied on all Parcels of Developed Property within each Tax Zone as follows:

Step 1: Separately for each Tax Zone, determine the Tax Zone Special Tax Requirement for the Fiscal Year in which the Tax Zone Special Tax will be collected;

Step 2: Calculate separately for each Tax Zone the total Tax Zone Special Tax revenues that could be collected from Developed Property within the Tax Zone based on application of the Maximum Tax Zone Special Tax rates for that Tax Zone;

Step 3: If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum Tax Zone Special Tax on all Parcels of Developed Property in the Tax Zone.

Step 4: If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the Tax Zone Special Tax against all Parcels of Developed Property within the Tax Zone in equal percentages up to 100% of the Maximum Tax Zone Special Tax for each Parcel until the amount of the Tax Zone Special Tax levy equals the Tax Zone Special Tax Requirement for that Fiscal Year.

The CFD-Wide Special Tax and the Tax Zone Special Tax within the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the CFD may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

EXHIBIT C
CITY OF SUISUN CITY
Community Facilities District No. 2
(Municipal Services)

ASSESSOR'S PARCEL NUMBERS
AND OWNERS OF LAND
WITHIN COMMUNITY FACILITIES DISTRICT

Assessor's Parcel Nos.	Names of Property Owners
See attached	*LB/L II Edenbridge Suisun, LLC*

Tax Zone #2 Special Tax

Table 3 below identifies the Maximum Tax Zone Special Tax for Tax Zone #2.

Table 3
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum Tax Zone Special Taxes for Tax Zone #2
STORM DRAINAGE

Land Use Category	**Maximum CFD-Wide Special Tax Tax Zone #2 Fiscal Year 2006-07 ***
Single Family Detached Property (19 EDU's)	$127.37 per EDU
Single Family Attached Property with Commercial (12.5 EDU's) or (5 Unit Types)	$127.37 per EDU (1 Unit) plus $127.37 per 1,000 Square Feet (or portion thereof) of non-residential space OR $18.43 Per Unit Type
Multi-Family Property (0 EDU's)	0
Live/Work Property (10 EDU's) or (5 Unit Types)	$127.37 per EDU plus $127.37 per 1,000 Square Feet (or portion thereof) of non-residential space OR $254.75 Per Unit Type
Non-Residential Property (9,052 Square Feet = 10 EDU's)	$127.37 per 1,000 Square Feet (or portion thereof) of non-residential space equaling $1273.70

* Beginning in January 2007 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

Tax Zones #3 and 4 Special Tax

The following Tables 4a (Zone #3) and 4b (Zone #4) identify the Maximum Tax Zone Special Tax.

Table 4a
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum Tax Zone Special Taxes for
Tax Zone #3 APN 0174-120-220 (Unit 6 of Peterson Ranch)
STORM DRAINAGE

Land Use Category	Maximum CFD-Wide Special Tax Tax Zone #3 Fiscal Year 2006-07 *
Single Family Detached Property (132 EDU's)	$31.32 per EDU per Year
Single Family Attached Property with Commercial (0 EDU's) or (0 Unit Types)	0
Mult-Family Property (0 EDUs)	0
Live/Work Property (0 EDUs) or (0 Unit Types)	0
Non-Residential Property (0 EDUs)	0

Table 4b
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum Tax Zone Special Taxes for
Tax Zone #4 APN 0174-472-010 (Unit 5c of Peterson Ranch)
STORM DRAINAGE

Land Use Category	Maximum CFD-Wide Special Tax Tax Zone #4 Fiscal Year 2006-07 *
Not applicable	$0

* Beginning in January 2007 and each January thereafter, the Maximum Special Tax specified in Tables 4a and 4b shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

Tax Zone #5 Special Tax

Table 2 below identifies the Maximum Tax Zone Special Tax for Tax Zone #5.

Table 2
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum Tax Zone Special Taxes for Tax Zone #5
Median Landscape Maintenance

Land Use Category	Maximum CFD-Wide Special Tax Tax Zone #5 Fiscal Year 2006-07 *
Single Family Detached Property (69 EDU's)	$130.43 per EDU
Single Family Attached Property with Commercial (0 EDUs)	0
Multi-Family Property (0 EDU's)	0
Live/Work Property (0 EDU's)	0
Non-Residential Property (0 EDU's)	0

* Beginning in January 2008 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

Tax Zone #6 Special Tax

Table 2 below identifies the Maximum Tax Zone Special Tax for Tax Zone #6.

Table 2
City of Suisun City
Community Facilities District No. 2
(Municipal Services)
Maximum Tax Zone Special Taxes for Tax Zone #6
Median Landscape Maintenance

Land Use Category	Maximum Tax Zone Special Tax Tax Zone #6 Fiscal Year 2014-15 *
Single Family Detached Property	$0.00
Single Family Attached Property with Commercial	$0.00
Multi-Family Property	$0.00
Live/Work Property	$0.00
Non-Residential Property	$23,328.50

* Beginning in January 2015 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

APPENDIX C. FINAL BILLING DETAIL REPORT

The following pages provide the Final Billing Detail Report for Fiscal Year 2025/26.

City of Suisun City
Community Facilities District No. 2 (Municipal Services) CFD-Wide
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0032-061-020	Non-Residential	$70,604.32	$0.00	$70,604.32
0032-061-440	Non-Residential	63,000.78	0.00	63,000.78
0032-141-150	Non-Residential	44,535.03	(0.01)	44,535.02
0032-411-120	MFR	32,586.26	0.00	32,586.26
0032-411-130	MFR	32,586.26	0.00	32,586.26
0037-130-010	MFR	73,319.10	0.00	73,319.10
0037-210-040	MFR	38,288.86	0.00	38,288.86
0037-351-010	SFD	1,086.22	0.00	1,086.22
0037-351-020	SFD	1,086.22	0.00	1,086.22
0037-351-030	SFD	1,086.22	0.00	1,086.22
0037-351-040	SFD	1,086.22	0.00	1,086.22
0037-351-050	SFD	1,086.22	0.00	1,086.22
0037-351-060	SFD	1,086.22	0.00	1,086.22
0037-351-070	SFD	1,086.22	0.00	1,086.22
0037-351-080	SFD	1,086.22	0.00	1,086.22
0037-351-090	SFD	1,086.22	0.00	1,086.22
0037-351-100	SFD	1,086.22	0.00	1,086.22
0037-351-110	SFD	1,086.22	0.00	1,086.22
0037-352-010	SFD	1,086.22	0.00	1,086.22
0037-352-020	SFD	1,086.22	0.00	1,086.22
0037-352-030	SFD	1,086.22	0.00	1,086.22
0037-352-040	SFD	1,086.22	0.00	1,086.22
0037-352-050	SFD	1,086.22	0.00	1,086.22
0037-352-060	SFD	1,086.22	0.00	1,086.22
0037-352-070	SFD	1,086.22	0.00	1,086.22
0037-352-080	SFD	1,086.22	0.00	1,086.22
0037-352-090	SFD	1,086.22	0.00	1,086.22
0037-352-100	SFD	1,086.22	0.00	1,086.22
0037-352-110	SFD	1,086.22	0.00	1,086.22
0037-352-120	SFD	1,086.22	0.00	1,086.22
0037-352-130	SFD	1,086.22	0.00	1,086.22
0037-352-140	SFD	1,086.22	0.00	1,086.22
0037-352-150	SFD	1,086.22	0.00	1,086.22
0037-352-160	SFD	1,086.22	0.00	1,086.22
0037-352-170	SFD	1,086.22	0.00	1,086.22
0037-360-020	SFD	1,086.22	0.00	1,086.22
0037-360-060	SFD	1,086.22	0.00	1,086.22
0037-360-070	SFD	1,086.22	0.00	1,086.22
0037-360-090	SFD	1,086.22	0.00	1,086.22
0037-360-100	SFD	1,086.22	0.00	1,086.22
0037-360-110	SFD	1,086.22	0.00	1,086.22
0037-360-120	SFD	1,086.22	0.00	1,086.22

Slight variances may occur due to rounding

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City of Suisun City
Community Facilities District No. 2 (Municipal Services) CFD-Wide
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0037-360-140	SFD	1,086.22	0.00	1,086.22
0037-360-160	SFD	1,086.22	0.00	1,086.22
0037-360-170	SFD	1,086.22	0.00	1,086.22
0037-360-190	SFD	1,086.22	0.00	1,086.22
0037-360-200	SFD	1,086.22	0.00	1,086.22
0037-360-210	SFD	1,086.22	0.00	1,086.22
0037-360-230	SFD	1,086.22	0.00	1,086.22
0037-360-240	SFD	1,086.22	0.00	1,086.22
0037-360-270	SFD	1,086.22	0.00	1,086.22
0037-370-010	SFD	1,086.22	0.00	1,086.22
0037-370-020	SFD	1,086.22	0.00	1,086.22
0037-370-040	SFD	1,086.22	0.00	1,086.22
0037-370-050	SFD	1,086.22	0.00	1,086.22
0037-370-060	SFD	1,086.22	0.00	1,086.22
0037-370-070	SFD	1,086.22	0.00	1,086.22
0037-370-110	SFD	1,086.22	0.00	1,086.22
0037-370-120	SFD	1,086.22	0.00	1,086.22
0037-370-130	SFD	1,086.22	0.00	1,086.22
0037-370-140	SFD	1,086.22	0.00	1,086.22
0037-370-150	SFD	1,086.22	0.00	1,086.22
0037-370-170	SFD	1,086.22	0.00	1,086.22
0037-370-180	SFD	1,086.22	0.00	1,086.22
0037-370-190	SFD	1,086.22	0.00	1,086.22
0037-370-200	SFD	1,086.22	0.00	1,086.22
0037-370-210	SFD	1,086.22	0.00	1,086.22
0037-370-230	SFD	1,086.22	0.00	1,086.22
0037-370-240	SFD	1,086.22	0.00	1,086.22
0037-370-250	SFD	1,086.22	0.00	1,086.22
0037-370-260	SFD	1,086.22	0.00	1,086.22
0037-370-270	SFD	1,086.22	0.00	1,086.22
0037-370-310	SFD	1,086.22	0.00	1,086.22
0037-370-320	SFD	1,086.22	0.00	1,086.22
0037-370-330	SFD	1,086.22	0.00	1,086.22
0037-370-340	SFD	1,086.22	0.00	1,086.22
0037-370-350	SFD	1,086.22	0.00	1,086.22
0037-370-380	SFD	1,086.22	0.00	1,086.22
0037-370-390	SFD	1,086.22	0.00	1,086.22
0037-370-400	SFD	1,086.22	0.00	1,086.22
0037-380-030	SFD	1,086.22	0.00	1,086.22
0037-380-040	SFD	1,086.22	0.00	1,086.22
0037-380-050	SFD	1,086.22	0.00	1,086.22
0037-380-060	SFD	1,086.22	0.00	1,086.22

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City of Suisun City
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Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0037-380-080	SFD	1,086.22	0.00	1,086.22
0037-380-090	SFD	1,086.22	0.00	1,086.22
0037-380-100	SFD	1,086.22	0.00	1,086.22
0037-380-110	SFD	1,086.22	0.00	1,086.22
0037-380-130	SFD	1,086.22	0.00	1,086.22
0037-380-160	SFD	1,086.22	0.00	1,086.22
0037-380-180	SFD	1,086.22	0.00	1,086.22
0037-380-190	SFD	1,086.22	0.00	1,086.22
0037-380-200	SFD	1,086.22	0.00	1,086.22
0037-380-210	SFD	1,086.22	0.00	1,086.22
0037-380-230	SFD	1,086.22	0.00	1,086.22
0037-380-240	SFD	1,086.22	0.00	1,086.22
0037-380-250	SFD	1,086.22	0.00	1,086.22
0037-380-260	SFD	1,086.22	0.00	1,086.22
0037-380-270	SFD	1,086.22	0.00	1,086.22
0037-380-290	SFD	1,086.22	0.00	1,086.22
0037-380-300	SFD	1,086.22	0.00	1,086.22
0037-380-310	SFD	1,086.22	0.00	1,086.22
0037-380-320	SFD	1,086.22	0.00	1,086.22
0037-380-330	SFD	1,086.22	0.00	1,086.22
0173-390-190	Non-Residential	24,983.07	(0.01)	24,983.06
0173-670-040	Non-Residential	8,689.76	0.00	8,689.76
0173-670-210	Non-Residential	5,431.10	0.00	5,431.10
0173-670-320	Non-Residential	5,431.10	0.00	5,431.10
0173-670-390	Non-Residential	8,689.76	0.00	8,689.76
0173-670-400	MFR	30,549.62	0.00	30,549.62
0173-811-010	L/W	2,172.44	0.00	2,172.44
0173-811-020	L/W	2,579.76	0.00	2,579.76
0173-811-030	L/W	7,603.50	0.00	7,603.50
0173-811-040	SFD	1,086.22	0.00	1,086.22
0173-811-050	SFD	1,086.22	0.00	1,086.22
0173-811-060	L/W	2,579.76	0.00	2,579.76
0173-811-070	L/W	2,579.76	0.00	2,579.76
0173-811-080	L/W	2,172.44	0.00	2,172.44
0173-811-090	L/W	2,172.44	0.00	2,172.44
0173-811-100	L/W	2,172.44	0.00	2,172.44
0173-811-110	L/W	2,579.76	0.00	2,579.76
0173-811-120	L/W	2,579.76	0.00	2,579.76
0173-812-010	SFD	1,086.22	0.00	1,086.22
0173-812-020	SFD	1,086.22	0.00	1,086.22
0173-812-030	SFD	1,086.22	0.00	1,086.22
0173-812-040	SFD	1,086.22	0.00	1,086.22

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Account ID	Land Use Category	Levy	Other	Total
0173-812-050	SFD	1,086.22	0.00	1,086.22
0173-812-060	SFD	1,086.22	0.00	1,086.22
0173-812-070	SFD	1,086.22	0.00	1,086.22
0173-812-080	SFD	1,086.22	0.00	1,086.22
0173-812-090	SFD	1,086.22	0.00	1,086.22
0173-812-100	SFD	1,086.22	0.00	1,086.22
0173-812-110	SFD	1,086.22	0.00	1,086.22
0173-812-120	SFD	1,086.22	0.00	1,086.22
0173-812-130	SFD	1,086.22	0.00	1,086.22
0173-812-140	SFD	1,086.22	0.00	1,086.22
0173-812-150	SFD	1,086.22	0.00	1,086.22
0173-812-160	SFD	1,086.22	0.00	1,086.22
0173-812-170	SFD	1,086.22	0.00	1,086.22
0173-812-180	L/W	2,172.44	0.00	2,172.44
0173-830-020	Non-Residential	202,037.00	0.00	202,037.00
0173-830-050	Non-Residential	2,172.44	0.00	2,172.44
0173-830-060	Non-Residential	4,344.88	0.00	4,344.88
0173-830-070	Non-Residential	3,258.66	0.00	3,258.66
0174-472-060	SFD	1,086.22	0.00	1,086.22
0174-472-070	SFD	1,086.22	0.00	1,086.22
0174-472-080	SFD	1,086.22	0.00	1,086.22
0174-472-090	SFD	1,086.22	0.00	1,086.22
0174-472-100	SFD	1,086.22	0.00	1,086.22
0174-472-110	SFD	1,086.22	0.00	1,086.22
0174-472-120	SFD	1,086.22	0.00	1,086.22
0174-472-130	SFD	1,086.22	0.00	1,086.22
0174-472-140	SFD	1,086.22	0.00	1,086.22
0174-472-150	SFD	1,086.22	0.00	1,086.22
0174-472-160	SFD	1,086.22	0.00	1,086.22
0174-472-170	SFD	1,086.22	0.00	1,086.22
0174-472-180	SFD	1,086.22	0.00	1,086.22
0174-472-190	SFD	1,086.22	0.00	1,086.22
0174-472-200	SFD	1,086.22	0.00	1,086.22
0174-472-210	SFD	1,086.22	0.00	1,086.22
0174-473-070	SFD	1,086.22	0.00	1,086.22
0174-473-080	SFD	1,086.22	0.00	1,086.22
0174-473-090	SFD	1,086.22	0.00	1,086.22
0174-473-100	SFD	1,086.22	0.00	1,086.22
0174-473-110	SFD	1,086.22	0.00	1,086.22
0174-473-120	SFD	1,086.22	0.00	1,086.22
0174-473-130	SFD	1,086.22	0.00	1,086.22
0174-473-140	SFD	1,086.22	0.00	1,086.22

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City of Suisun City
Community Facilities District No. 2 (Municipal Services) CFD-Wide
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Account ID	Land Use Category	Levy	Other	Total
0174-481-010	SFD	1,086.22	0.00	1,086.22
0174-481-020	SFD	1,086.22	0.00	1,086.22
0174-481-030	SFD	1,086.22	0.00	1,086.22
0174-481-040	SFD	1,086.22	0.00	1,086.22
0174-481-050	SFD	1,086.22	0.00	1,086.22
0174-481-060	SFD	1,086.22	0.00	1,086.22
0174-481-070	SFD	1,086.22	0.00	1,086.22
0174-481-080	SFD	1,086.22	0.00	1,086.22
0174-481-090	SFD	1,086.22	0.00	1,086.22
0174-481-100	SFD	1,086.22	0.00	1,086.22
0174-481-110	SFD	1,086.22	0.00	1,086.22
0174-481-120	SFD	1,086.22	0.00	1,086.22
0174-481-130	SFD	1,086.22	0.00	1,086.22
0174-481-140	SFD	1,086.22	0.00	1,086.22
0174-481-150	SFD	1,086.22	0.00	1,086.22
0174-481-160	SFD	1,086.22	0.00	1,086.22
0174-481-170	SFD	1,086.22	0.00	1,086.22
0174-481-180	SFD	1,086.22	0.00	1,086.22
0174-481-190	SFD	1,086.22	0.00	1,086.22
0174-481-200	SFD	1,086.22	0.00	1,086.22
0174-481-210	SFD	1,086.22	0.00	1,086.22
0174-481-220	SFD	1,086.22	0.00	1,086.22
0174-481-230	SFD	1,086.22	0.00	1,086.22
0174-481-240	SFD	1,086.22	0.00	1,086.22
0174-481-250	SFD	1,086.22	0.00	1,086.22
0174-481-260	SFD	1,086.22	0.00	1,086.22
0174-482-010	SFD	1,086.22	0.00	1,086.22
0174-482-020	SFD	1,086.22	0.00	1,086.22
0174-482-030	SFD	1,086.22	0.00	1,086.22
0174-482-040	SFD	1,086.22	0.00	1,086.22
0174-482-050	SFD	1,086.22	0.00	1,086.22
0174-482-060	SFD	1,086.22	0.00	1,086.22
0174-482-070	SFD	1,086.22	0.00	1,086.22
0174-482-080	SFD	1,086.22	0.00	1,086.22
0174-482-090	SFD	1,086.22	0.00	1,086.22
0174-482-100	SFD	1,086.22	0.00	1,086.22
0174-482-110	SFD	1,086.22	0.00	1,086.22
0174-482-120	SFD	1,086.22	0.00	1,086.22
0174-482-130	SFD	1,086.22	0.00	1,086.22
0174-482-140	SFD	1,086.22	0.00	1,086.22
0174-482-150	SFD	1,086.22	0.00	1,086.22
0174-482-160	SFD	1,086.22	0.00	1,086.22

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City of Suisun City
Community Facilities District No. 2 (Municipal Services) CFD-Wide
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Account ID	Land Use Category	Levy	Other	Total
0174-482-170	SFD	1,086.22	0.00	1,086.22
0174-482-180	SFD	1,086.22	0.00	1,086.22
0174-482-190	SFD	1,086.22	0.00	1,086.22
0174-482-200	SFD	1,086.22	0.00	1,086.22
0174-491-010	SFD	1,086.22	0.00	1,086.22
0174-491-020	SFD	1,086.22	0.00	1,086.22
0174-491-030	SFD	1,086.22	0.00	1,086.22
0174-491-040	SFD	1,086.22	0.00	1,086.22
0174-491-050	SFD	1,086.22	0.00	1,086.22
0174-491-060	SFD	1,086.22	0.00	1,086.22
0174-491-070	SFD	1,086.22	0.00	1,086.22
0174-491-080	SFD	1,086.22	0.00	1,086.22
0174-491-090	SFD	1,086.22	0.00	1,086.22
0174-491-100	SFD	1,086.22	0.00	1,086.22
0174-491-110	SFD	1,086.22	0.00	1,086.22
0174-491-120	SFD	1,086.22	0.00	1,086.22
0174-491-130	SFD	1,086.22	0.00	1,086.22
0174-491-140	SFD	1,086.22	0.00	1,086.22
0174-491-150	SFD	1,086.22	0.00	1,086.22
0174-491-160	SFD	1,086.22	0.00	1,086.22
0174-491-170	SFD	1,086.22	0.00	1,086.22
0174-491-190	SFD	1,086.22	0.00	1,086.22
0174-491-200	SFD	1,086.22	0.00	1,086.22
0174-491-210	SFD	1,086.22	0.00	1,086.22
0174-491-220	SFD	1,086.22	0.00	1,086.22
0174-491-230	SFD	1,086.22	0.00	1,086.22
0174-491-240	SFD	1,086.22	0.00	1,086.22
0174-491-250	SFD	1,086.22	0.00	1,086.22
0174-491-260	SFD	1,086.22	0.00	1,086.22
0174-491-270	SFD	1,086.22	0.00	1,086.22
0174-491-280	SFD	1,086.22	0.00	1,086.22
0174-491-290	SFD	1,086.22	0.00	1,086.22
0174-491-300	SFD	1,086.22	0.00	1,086.22
0174-491-310	SFD	1,086.22	0.00	1,086.22
0174-491-320	SFD	1,086.22	0.00	1,086.22
0174-492-010	SFD	1,086.22	0.00	1,086.22
0174-492-020	SFD	1,086.22	0.00	1,086.22
0174-492-030	SFD	1,086.22	0.00	1,086.22
0174-492-040	SFD	1,086.22	0.00	1,086.22
0174-492-050	SFD	1,086.22	0.00	1,086.22
0174-492-060	SFD	1,086.22	0.00	1,086.22
0174-492-070	SFD	1,086.22	0.00	1,086.22

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Account ID	Land Use Category	Levy	Other	Total
0174-492-080	SFD	1,086.22	0.00	1,086.22
0174-501-010	SFD	1,086.22	0.00	1,086.22
0174-501-020	SFD	1,086.22	0.00	1,086.22
0174-501-030	SFD	1,086.22	0.00	1,086.22
0174-501-040	SFD	1,086.22	0.00	1,086.22
0174-501-050	SFD	1,086.22	0.00	1,086.22
0174-501-060	SFD	1,086.22	0.00	1,086.22
0174-501-070	SFD	1,086.22	0.00	1,086.22
0174-501-080	SFD	1,086.22	0.00	1,086.22
0174-501-090	SFD	1,086.22	0.00	1,086.22
0174-501-100	SFD	1,086.22	0.00	1,086.22
0174-501-110	SFD	1,086.22	0.00	1,086.22
0174-501-120	SFD	1,086.22	0.00	1,086.22
0174-501-130	SFD	1,086.22	0.00	1,086.22
0174-501-140	SFD	1,086.22	0.00	1,086.22
0174-501-150	SFD	1,086.22	0.00	1,086.22
0174-501-160	SFD	1,086.22	0.00	1,086.22
0174-501-170	SFD	1,086.22	0.00	1,086.22
0174-501-180	SFD	1,086.22	0.00	1,086.22
0174-501-190	SFD	1,086.22	0.00	1,086.22
0174-501-200	SFD	1,086.22	0.00	1,086.22
0174-502-010	SFD	1,086.22	0.00	1,086.22
0174-502-020	SFD	1,086.22	0.00	1,086.22
0174-502-030	SFD	1,086.22	0.00	1,086.22
0174-502-040	SFD	1,086.22	0.00	1,086.22
0174-502-050	SFD	1,086.22	0.00	1,086.22
0174-502-060	SFD	1,086.22	0.00	1,086.22
0174-502-070	SFD	1,086.22	0.00	1,086.22
0174-502-080	SFD	1,086.22	0.00	1,086.22
0174-502-090	SFD	1,086.22	0.00	1,086.22
0174-502-100	SFD	1,086.22	0.00	1,086.22
0174-502-110	SFD	1,086.22	0.00	1,086.22
0174-502-120	SFD	1,086.22	0.00	1,086.22
0174-502-130	SFD	1,086.22	0.00	1,086.22
0174-502-140	SFD	1,086.22	0.00	1,086.22
0174-502-150	SFD	1,086.22	0.00	1,086.22
0174-502-160	SFD	1,086.22	0.00	1,086.22
0174-502-170	SFD	1,086.22	0.00	1,086.22
0174-502-180	SFD	1,086.22	0.00	1,086.22
0174-503-010	SFD	1,086.22	0.00	1,086.22
0174-503-020	SFD	1,086.22	0.00	1,086.22
0174-503-030	SFD	1,086.22	0.00	1,086.22

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Account ID	Land Use Category	Levy	Other	Total
0174-503-040	SFD	1,086.22	0.00	1,086.22
0174-503-050	SFD	1,086.22	0.00	1,086.22
0174-503-060	SFD	1,086.22	0.00	1,086.22
0174-503-070	SFD	1,086.22	0.00	1,086.22
0174-503-080	SFD	1,086.22	0.00	1,086.22
0174-503-090	SFD	1,086.22	0.00	1,086.22
0174-511-010	SFD	1,086.22	0.00	1,086.22
0174-511-020	SFD	1,086.22	0.00	1,086.22
0174-511-030	SFD	1,086.22	0.00	1,086.22
0174-511-040	SFD	1,086.22	0.00	1,086.22
0174-511-050	SFD	1,086.22	0.00	1,086.22
0174-511-060	SFD	1,086.22	0.00	1,086.22
0174-511-070	SFD	1,086.22	0.00	1,086.22
0174-511-080	SFD	1,086.22	0.00	1,086.22
0174-511-090	SFD	1,086.22	0.00	1,086.22
0174-511-100	SFD	1,086.22	0.00	1,086.22
0174-511-110	SFD	1,086.22	0.00	1,086.22
0174-511-120	SFD	1,086.22	0.00	1,086.22
0174-511-130	SFD	1,086.22	0.00	1,086.22
0174-511-140	SFD	1,086.22	0.00	1,086.22
0174-512-010	SFD	1,086.22	0.00	1,086.22
0174-512-020	SFD	1,086.22	0.00	1,086.22
0174-512-030	SFD	1,086.22	0.00	1,086.22
0174-512-040	SFD	1,086.22	0.00	1,086.22
0174-512-050	SFD	1,086.22	0.00	1,086.22
0174-512-060	SFD	1,086.22	0.00	1,086.22
0174-512-070	SFD	1,086.22	0.00	1,086.22
0174-512-080	SFD	1,086.22	0.00	1,086.22
0174-512-090	SFD	1,086.22	0.00	1,086.22
0174-512-100	SFD	1,086.22	0.00	1,086.22
0174-513-010	SFD	1,086.22	0.00	1,086.22
0174-513-020	SFD	1,086.22	0.00	1,086.22
0174-513-030	SFD	1,086.22	0.00	1,086.22
0174-513-040	SFD	1,086.22	0.00	1,086.22
0174-513-050	SFD	1,086.22	0.00	1,086.22
0174-513-060	SFD	1,086.22	0.00	1,086.22
0174-513-070	SFD	1,086.22	0.00	1,086.22
0174-513-080	SFD	1,086.22	0.00	1,086.22
0174-513-090	SFD	1,086.22	0.00	1,086.22
0174-513-100	SFD	1,086.22	0.00	1,086.22
0174-514-030	SFD	1,086.22	0.00	1,086.22
0174-514-040	SFD	1,086.22	0.00	1,086.22

Slight variances may occur due to rounding

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City of Suisun City
Community Facilities District No. 2 (Municipal Services) CFD-Wide
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0174-514-050	SFD	1,086.22	0.00	1,086.22
0174-514-060	SFD	1,086.22	0.00	1,086.22
0174-514-070	SFD	1,086.22	0.00	1,086.22
0174-514-080	SFD	1,086.22	0.00	1,086.22
0174-514-090	SFD	1,086.22	0.00	1,086.22
0174-514-110	SFD	1,086.22	0.00	1,086.22
0174-514-120	SFD	1,086.22	0.00	1,086.22
0174-514-130	SFD	1,086.22	0.00	1,086.22
0174-514-140	SFD	1,086.22	0.00	1,086.22
0174-514-150	SFD	1,086.22	0.00	1,086.22
0174-514-160	SFD	1,086.22	0.00	1,086.22
0174-514-170	SFD	1,086.22	0.00	1,086.22
0174-514-180	SFD	1,086.22	0.00	1,086.22
0174-514-190	SFD	1,086.22	0.00	1,086.22
0174-514-200	SFD	1,086.22	0.00	1,086.22
0174-514-210	SFD	1,086.22	0.00	1,086.22
0174-514-220	SFD	1,086.22	0.00	1,086.22
0174-514-230	SFD	1,086.22	0.00	1,086.22
0174-514-240	SFD	1,086.22	0.00	1,086.22
0174-514-250	SFD	1,086.22	0.00	1,086.22
0174-514-260	SFD	1,086.22	0.00	1,086.22
0174-514-270	SFD	1,086.22	0.00	1,086.22
0174-514-280	SFD	1,086.22	0.00	1,086.22
359 Accounts		**$1,041,411.32**	**($0.02)**	**$1,041,411.30**

Slight variances may occur due to rounding

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City of Suisun City

Community Facilities District No. 2 (Municipal Services) Amberwood - Tax Zone #1

Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0037-351-010	SFR	$665.69	($0.01)	$665.68
0037-351-020	SFR	665.69	(0.01)	665.68
0037-351-030	SFR	665.69	(0.01)	665.68
0037-351-040	SFR	665.69	(0.01)	665.68
0037-351-050	SFR	665.69	(0.01)	665.68
0037-351-060	SFR	665.69	(0.01)	665.68
0037-351-070	SFR	665.69	(0.01)	665.68
0037-351-080	SFR	665.69	(0.01)	665.68
0037-351-090	SFR	665.69	(0.01)	665.68
0037-351-100	SFR	665.69	(0.01)	665.68
0037-351-110	SFR	665.69	(0.01)	665.68
0037-352-010	SFR	665.69	(0.01)	665.68
0037-352-020	SFR	665.69	(0.01)	665.68
0037-352-030	SFR	665.69	(0.01)	665.68
0037-352-040	SFR	665.69	(0.01)	665.68
0037-352-050	SFR	665.69	(0.01)	665.68
0037-352-060	SFR	665.69	(0.01)	665.68
0037-352-070	SFR	665.69	(0.01)	665.68
0037-352-080	SFR	665.69	(0.01)	665.68
0037-352-090	SFR	665.69	(0.01)	665.68
0037-352-100	SFR	665.69	(0.01)	665.68
0037-352-110	SFR	665.69	(0.01)	665.68
0037-352-120	SFR	665.69	(0.01)	665.68
0037-352-130	SFR	665.69	(0.01)	665.68
0037-352-140	SFR	665.69	(0.01)	665.68
0037-352-150	SFR	665.69	(0.01)	665.68
0037-352-160	SFR	665.69	(0.01)	665.68
0037-352-170	SFR	665.69	(0.01)	665.68
28 Accounts		**$18,639.32**	**($0.28)**	**$18,639.04**

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City of Suisun City

Community Facilities District No. 2 (Municipal Services) McCoy Creek - Tax Zone #2

Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0173-811-010	L/W	$427.26	$0.00	$427.26
0173-811-020	SFA with Comm	534.08	0.00	534.08
0173-811-030	Non-Res (for levy purposes only)	2,136.32	0.00	2,136.32
0173-811-040	SFD	213.63	(0.01)	213.62
0173-811-050	SFD	213.63	(0.01)	213.62
0173-811-060	SFA with Comm	534.08	0.00	534.08
0173-811-070	SFA with Comm	534.08	0.00	534.08
0173-811-080	L/W	427.26	0.00	427.26
0173-811-090	L/W	427.26	0.00	427.26
0173-811-100	L/W	427.26	0.00	427.26
0173-811-110	SFA with Comm	534.08	0.00	534.08
0173-811-120	SFA with Comm	534.08	0.00	534.08
0173-812-010	SFD	213.63	(0.01)	213.62
0173-812-020	SFD	213.63	(0.01)	213.62
0173-812-030	SFD	213.63	(0.01)	213.62
0173-812-040	SFD	213.63	(0.01)	213.62
0173-812-050	SFD	213.63	(0.01)	213.62
0173-812-060	SFD	213.63	(0.01)	213.62
0173-812-070	SFD	213.63	(0.01)	213.62
0173-812-080	SFD	213.63	(0.01)	213.62
0173-812-090	SFD	213.63	(0.01)	213.62
0173-812-100	SFD	213.63	(0.01)	213.62
0173-812-110	SFD	213.63	(0.01)	213.62
0173-812-120	SFD	213.63	(0.01)	213.62
0173-812-130	SFD	213.63	(0.01)	213.62
0173-812-140	SFD	213.63	(0.01)	213.62
0173-812-150	SFD	213.63	(0.01)	213.62
0173-812-160	SFD	213.63	(0.01)	213.62
0173-812-170	SFD	213.63	(0.01)	213.62
0173-812-180	L/W	427.26	0.00	427.26
30 Accounts		**$11,001.99**	**($0.19)**	**$11,001.80**

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City of Suisun City

Community Facilities District No. 2 (Municipal Services) Peterson Ranch - Tax Zone #3

Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0174-472-060	SFR	$52.53	($0.01)	$52.52
0174-472-070	SFR	52.53	(0.01)	52.52
0174-472-080	SFR	52.53	(0.01)	52.52
0174-472-090	SFR	52.53	(0.01)	52.52
0174-472-100	SFR	52.53	(0.01)	52.52
0174-472-110	SFR	52.53	(0.01)	52.52
0174-472-120	SFR	52.53	(0.01)	52.52
0174-472-130	SFR	52.53	(0.01)	52.52
0174-472-140	SFR	52.53	(0.01)	52.52
0174-472-150	SFR	52.53	(0.01)	52.52
0174-472-160	SFR	52.53	(0.01)	52.52
0174-472-170	SFR	52.53	(0.01)	52.52
0174-472-180	SFR	52.53	(0.01)	52.52
0174-472-190	SFR	52.53	(0.01)	52.52
0174-472-200	SFR	52.53	(0.01)	52.52
0174-472-210	SFR	52.53	(0.01)	52.52
0174-473-070	SFR	52.53	(0.01)	52.52
0174-473-080	SFR	52.53	(0.01)	52.52
0174-473-090	SFR	52.53	(0.01)	52.52
0174-473-100	SFR	52.53	(0.01)	52.52
0174-473-110	SFR	52.53	(0.01)	52.52
0174-473-120	SFR	52.53	(0.01)	52.52
0174-473-130	SFR	52.53	(0.01)	52.52
0174-473-140	SFR	52.53	(0.01)	52.52
0174-481-010	SFR	52.53	(0.01)	52.52
0174-481-020	SFR	52.53	(0.01)	52.52
0174-481-030	SFR	52.53	(0.01)	52.52
0174-481-040	SFR	52.53	(0.01)	52.52
0174-481-050	SFR	52.53	(0.01)	52.52
0174-481-060	SFR	52.53	(0.01)	52.52
0174-481-070	SFR	52.53	(0.01)	52.52
0174-481-080	SFR	52.53	(0.01)	52.52
0174-481-090	SFR	52.53	(0.01)	52.52
0174-481-100	SFR	52.53	(0.01)	52.52
0174-481-110	SFR	52.53	(0.01)	52.52
0174-481-120	SFR	52.53	(0.01)	52.52
0174-481-130	SFR	52.53	(0.01)	52.52
0174-481-140	SFR	52.53	(0.01)	52.52
0174-481-150	SFR	52.53	(0.01)	52.52
0174-481-160	SFR	52.53	(0.01)	52.52
0174-481-170	SFR	52.53	(0.01)	52.52
0174-481-180	SFR	52.53	(0.01)	52.52

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City of Suisun City

Community Facilities District No. 2 (Municipal Services) Peterson Ranch - Tax Zone #3

Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0174-481-190	SFR	52.53	(0.01)	52.52
0174-481-200	SFR	52.53	(0.01)	52.52
0174-481-210	SFR	52.53	(0.01)	52.52
0174-481-220	SFR	52.53	(0.01)	52.52
0174-481-230	SFR	52.53	(0.01)	52.52
0174-481-240	SFR	52.53	(0.01)	52.52
0174-481-250	SFR	52.53	(0.01)	52.52
0174-481-260	SFR	52.53	(0.01)	52.52
0174-482-010	SFR	52.53	(0.01)	52.52
0174-482-020	SFR	52.53	(0.01)	52.52
0174-482-030	SFR	52.53	(0.01)	52.52
0174-482-040	SFR	52.53	(0.01)	52.52
0174-482-050	SFR	52.53	(0.01)	52.52
0174-482-060	SFR	52.53	(0.01)	52.52
0174-482-070	SFR	52.53	(0.01)	52.52
0174-482-080	SFR	52.53	(0.01)	52.52
0174-482-090	SFR	52.53	(0.01)	52.52
0174-482-100	SFR	52.53	(0.01)	52.52
0174-482-110	SFR	52.53	(0.01)	52.52
0174-482-120	SFR	52.53	(0.01)	52.52
0174-482-130	SFR	52.53	(0.01)	52.52
0174-482-140	SFR	52.53	(0.01)	52.52
0174-482-150	SFR	52.53	(0.01)	52.52
0174-482-160	SFR	52.53	(0.01)	52.52
0174-482-170	SFR	52.53	(0.01)	52.52
0174-482-180	SFR	52.53	(0.01)	52.52
0174-482-190	SFR	52.53	(0.01)	52.52
0174-482-200	SFR	52.53	(0.01)	52.52
0174-491-010	SFR	52.53	(0.01)	52.52
0174-491-020	SFR	52.53	(0.01)	52.52
0174-491-030	SFR	52.53	(0.01)	52.52
0174-491-040	SFR	52.53	(0.01)	52.52
0174-491-050	SFR	52.53	(0.01)	52.52
0174-491-060	SFR	52.53	(0.01)	52.52
0174-491-070	SFR	52.53	(0.01)	52.52
0174-491-080	SFR	52.53	(0.01)	52.52
0174-491-090	SFR	52.53	(0.01)	52.52
0174-491-100	SFR	52.53	(0.01)	52.52
0174-491-110	SFR	52.53	(0.01)	52.52
0174-491-120	SFR	52.53	(0.01)	52.52
0174-491-130	SFR	52.53	(0.01)	52.52
0174-491-140	SFR	52.53	(0.01)	52.52

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City of Suisun City

Community Facilities District No. 2 (Municipal Services) Peterson Ranch - Tax Zone #3

Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0174-491-150	SFR	52.53	(0.01)	52.52
0174-491-160	SFR	52.53	(0.01)	52.52
0174-491-170	SFR	52.53	(0.01)	52.52
0174-491-190	SFR	52.53	(0.01)	52.52
0174-491-200	SFR	52.53	(0.01)	52.52
0174-491-210	SFR	52.53	(0.01)	52.52
0174-491-220	SFR	52.53	(0.01)	52.52
0174-491-230	SFR	52.53	(0.01)	52.52
0174-491-240	SFR	52.53	(0.01)	52.52
0174-491-250	SFR	52.53	(0.01)	52.52
0174-491-260	SFR	52.53	(0.01)	52.52
0174-491-270	SFR	52.53	(0.01)	52.52
0174-491-280	SFR	52.53	(0.01)	52.52
0174-491-290	SFR	52.53	(0.01)	52.52
0174-491-300	SFR	52.53	(0.01)	52.52
0174-491-310	SFR	52.53	(0.01)	52.52
0174-491-320	SFR	52.53	(0.01)	52.52
0174-492-010	SFR	52.53	(0.01)	52.52
0174-492-020	SFR	52.53	(0.01)	52.52
0174-492-030	SFR	52.53	(0.01)	52.52
0174-492-040	SFR	52.53	(0.01)	52.52
0174-492-050	SFR	52.53	(0.01)	52.52
0174-492-060	SFR	52.53	(0.01)	52.52
0174-492-070	SFR	52.53	(0.01)	52.52
0174-492-080	SFR	52.53	(0.01)	52.52
0174-501-010	SFR	52.53	(0.01)	52.52
0174-501-020	SFR	52.53	(0.01)	52.52
0174-501-030	SFR	52.53	(0.01)	52.52
0174-501-040	SFR	52.53	(0.01)	52.52
0174-501-050	SFR	52.53	(0.01)	52.52
0174-501-060	SFR	52.53	(0.01)	52.52
0174-501-070	SFR	52.53	(0.01)	52.52
0174-501-080	SFR	52.53	(0.01)	52.52
0174-501-090	SFR	52.53	(0.01)	52.52
0174-501-100	SFR	52.53	(0.01)	52.52
0174-501-110	SFR	52.53	(0.01)	52.52
0174-501-120	SFR	52.53	(0.01)	52.52
0174-501-130	SFR	52.53	(0.01)	52.52
0174-501-140	SFR	52.53	(0.01)	52.52
0174-501-150	SFR	52.53	(0.01)	52.52
0174-501-160	SFR	52.53	(0.01)	52.52
0174-501-170	SFR	52.53	(0.01)	52.52

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City of Suisun City
Community Facilities District No. 2 (Municipal Services) Peterson Ranch - Tax Zone #3
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0174-501-180	SFR	52.53	(0.01)	52.52
0174-501-190	SFR	52.53	(0.01)	52.52
0174-501-200	SFR	52.53	(0.01)	52.52
0174-502-010	SFR	52.53	(0.01)	52.52
0174-502-020	SFR	52.53	(0.01)	52.52
0174-502-030	SFR	52.53	(0.01)	52.52
0174-502-040	SFR	52.53	(0.01)	52.52
0174-502-050	SFR	52.53	(0.01)	52.52
0174-502-060	SFR	52.53	(0.01)	52.52
0174-502-070	SFR	52.53	(0.01)	52.52
0174-502-080	SFR	52.53	(0.01)	52.52
0174-502-090	SFR	52.53	(0.01)	52.52
0174-502-100	SFR	52.53	(0.01)	52.52
0174-502-110	SFR	52.53	(0.01)	52.52
0174-502-120	SFR	52.53	(0.01)	52.52
0174-502-130	SFR	52.53	(0.01)	52.52
0174-502-140	SFR	52.53	(0.01)	52.52
0174-502-150	SFR	52.53	(0.01)	52.52
0174-502-160	SFR	52.53	(0.01)	52.52
0174-502-170	SFR	52.53	(0.01)	52.52
0174-502-180	SFR	52.53	(0.01)	52.52
0174-503-010	SFR	52.53	(0.01)	52.52
0174-503-020	SFR	52.53	(0.01)	52.52
0174-503-030	SFR	52.53	(0.01)	52.52
0174-503-040	SFR	52.53	(0.01)	52.52
0174-503-050	SFR	52.53	(0.01)	52.52
0174-503-060	SFR	52.53	(0.01)	52.52
0174-503-070	SFR	52.53	(0.01)	52.52
0174-503-080	SFR	52.53	(0.01)	52.52
0174-503-090	SFR	52.53	(0.01)	52.52
0174-511-010	SFR	52.53	(0.01)	52.52
0174-511-020	SFR	52.53	(0.01)	52.52
0174-511-030	SFR	52.53	(0.01)	52.52
0174-511-040	SFR	52.53	(0.01)	52.52
0174-511-050	SFR	52.53	(0.01)	52.52
0174-511-060	SFR	52.53	(0.01)	52.52
0174-511-070	SFR	52.53	(0.01)	52.52
0174-511-080	SFR	52.53	(0.01)	52.52
0174-511-090	SFR	52.53	(0.01)	52.52
0174-511-100	SFR	52.53	(0.01)	52.52
0174-511-110	SFR	52.53	(0.01)	52.52
0174-511-120	SFR	52.53	(0.01)	52.52

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Community Facilities District No. 2 (Municipal Services) Peterson Ranch - Tax Zone #3

Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0174-511-130	SFR	52.53	(0.01)	52.52
0174-511-140	SFR	52.53	(0.01)	52.52
0174-512-010	SFR	52.53	(0.01)	52.52
0174-512-020	SFR	52.53	(0.01)	52.52
0174-512-030	SFR	52.53	(0.01)	52.52
0174-512-040	SFR	52.53	(0.01)	52.52
0174-512-050	SFR	52.53	(0.01)	52.52
0174-512-060	SFR	52.53	(0.01)	52.52
0174-512-070	SFR	52.53	(0.01)	52.52
0174-512-080	SFR	52.53	(0.01)	52.52
0174-512-090	SFR	52.53	(0.01)	52.52
0174-512-100	SFR	52.53	(0.01)	52.52
0174-513-010	SFR	52.53	(0.01)	52.52
0174-513-020	SFR	52.53	(0.01)	52.52
0174-513-030	SFR	52.53	(0.01)	52.52
0174-513-040	SFR	52.53	(0.01)	52.52
0174-513-050	SFR	52.53	(0.01)	52.52
0174-513-060	SFR	52.53	(0.01)	52.52
0174-513-070	SFR	52.53	(0.01)	52.52
0174-513-080	SFR	52.53	(0.01)	52.52
0174-513-090	SFR	52.53	(0.01)	52.52
0174-513-100	SFR	52.53	(0.01)	52.52
0174-514-030	SFR	52.53	(0.01)	52.52
0174-514-040	SFR	52.53	(0.01)	52.52
0174-514-050	SFR	52.53	(0.01)	52.52
0174-514-060	SFR	52.53	(0.01)	52.52
0174-514-070	SFR	52.53	(0.01)	52.52
0174-514-080	SFR	52.53	(0.01)	52.52
0174-514-090	SFR	52.53	(0.01)	52.52
0174-514-110	SFR	52.53	(0.01)	52.52
0174-514-120	SFR	52.53	(0.01)	52.52
0174-514-130	SFR	52.53	(0.01)	52.52
0174-514-140	SFR	52.53	(0.01)	52.52
0174-514-150	SFR	52.53	(0.01)	52.52
0174-514-160	SFR	52.53	(0.01)	52.52
0174-514-170	SFR	52.53	(0.01)	52.52
0174-514-180	SFR	52.53	(0.01)	52.52
0174-514-190	SFR	52.53	(0.01)	52.52
0174-514-200	SFR	52.53	(0.01)	52.52
0174-514-210	SFR	52.53	(0.01)	52.52
0174-514-220	SFR	52.53	(0.01)	52.52
0174-514-230	SFR	52.53	(0.01)	52.52

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Community Facilities District No. 2 (Municipal Services) Peterson Ranch - Tax Zone #3

Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0174-514-240	SFR	52.53	(0.01)	52.52
0174-514-250	SFR	52.53	(0.01)	52.52
0174-514-260	SFR	52.53	(0.01)	52.52
0174-514-270	SFR	52.53	(0.01)	52.52
0174-514-280	SFR	52.53	(0.01)	52.52
215 Accounts		**$11,293.95**	**($2.15)**	**$11,291.80**

Slight variances may occur due to rounding

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City of Suisun City
Community Facilities District No. 2 (Municipal Services) Summerwood - Tax Zone #5
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0037-360-020	SFR	$212.28	$0.00	$212.28
0037-360-060	SFR	212.28	0.00	212.28
0037-360-070	SFR	212.28	0.00	212.28
0037-360-090	SFR	212.28	0.00	212.28
0037-360-100	SFR	212.28	0.00	212.28
0037-360-110	SFR	212.28	0.00	212.28
0037-360-120	SFR	212.28	0.00	212.28
0037-360-140	SFR	212.28	0.00	212.28
0037-360-160	SFR	212.28	0.00	212.28
0037-360-170	SFR	212.28	0.00	212.28
0037-360-190	SFR	212.28	0.00	212.28
0037-360-200	SFR	212.28	0.00	212.28
0037-360-210	SFR	212.28	0.00	212.28
0037-360-230	SFR	212.28	0.00	212.28
0037-360-240	SFR	212.28	0.00	212.28
0037-360-270	SFR	212.28	0.00	212.28
0037-370-010	SFR	212.28	0.00	212.28
0037-370-020	SFR	212.28	0.00	212.28
0037-370-040	SFR	212.28	0.00	212.28
0037-370-050	SFR	212.28	0.00	212.28
0037-370-060	SFR	212.28	0.00	212.28
0037-370-070	SFR	212.28	0.00	212.28
0037-370-110	SFR	212.28	0.00	212.28
0037-370-120	SFR	212.28	0.00	212.28
0037-370-130	SFR	212.28	0.00	212.28
0037-370-140	SFR	212.28	0.00	212.28
0037-370-150	SFR	212.28	0.00	212.28
0037-370-170	SFR	212.28	0.00	212.28
0037-370-180	SFR	212.28	0.00	212.28
0037-370-190	SFR	212.28	0.00	212.28
0037-370-200	SFR	212.28	0.00	212.28
0037-370-210	SFR	212.28	0.00	212.28
0037-370-230	SFR	212.28	0.00	212.28
0037-370-240	SFR	212.28	0.00	212.28
0037-370-250	SFR	212.28	0.00	212.28
0037-370-260	SFR	212.28	0.00	212.28
0037-370-270	SFR	212.28	0.00	212.28
0037-370-310	SFR	212.28	0.00	212.28
0037-370-320	SFR	212.28	0.00	212.28
0037-370-330	SFR	212.28	0.00	212.28
0037-370-340	SFR	212.28	0.00	212.28
0037-370-350	SFR	212.28	0.00	212.28

Slight variances may occur due to rounding

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City of Suisun City

Community Facilities District No. 2 (Municipal Services) Summerwood - Tax Zone #5

Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0037-370-380	SFR	212.28	0.00	212.28
0037-370-390	SFR	212.28	0.00	212.28
0037-370-400	SFR	212.28	0.00	212.28
0037-380-030	SFR	212.28	0.00	212.28
0037-380-040	SFR	212.28	0.00	212.28
0037-380-050	SFR	212.28	0.00	212.28
0037-380-060	SFR	212.28	0.00	212.28
0037-380-080	SFR	212.28	0.00	212.28
0037-380-090	SFR	212.28	0.00	212.28
0037-380-100	SFR	212.28	0.00	212.28
0037-380-110	SFR	212.28	0.00	212.28
0037-380-130	SFR	212.28	0.00	212.28
0037-380-160	SFR	212.28	0.00	212.28
0037-380-180	SFR	212.28	0.00	212.28
0037-380-190	SFR	212.28	0.00	212.28
0037-380-200	SFR	212.28	0.00	212.28
0037-380-210	SFR	212.28	0.00	212.28
0037-380-230	SFR	212.28	0.00	212.28
0037-380-240	SFR	212.28	0.00	212.28
0037-380-250	SFR	212.28	0.00	212.28
0037-380-260	SFR	212.28	0.00	212.28
0037-380-270	SFR	212.28	0.00	212.28
0037-380-290	SFR	212.28	0.00	212.28
0037-380-300	SFR	212.28	0.00	212.28
0037-380-310	SFR	212.28	0.00	212.28
0037-380-320	SFR	212.28	0.00	212.28
0037-380-330	SFR	212.28	0.00	212.28
69 Accounts		**$14,647.32**	**$0.00**	**$14,647.32**

Slight variances may occur due to rounding

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City of Suisun City

Community Facilities District No. 2 (Municipal Services) Walmart - Tax Zone #6

Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use Category	Levy	Other	Total
0173-830-020	Non-Res	$32,270.88	$0.00	$32,270.88
1 Accounts		**$32,270.88**	**$0.00**	**$32,270.88**
702 Total Accounts		**$1,129,264.78**	**($2.64)**	**$1,129,262.14**

Slight variances may occur due to rounding

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CITY OF SUISUN CITY

Fiscal Year 2025/26 Annual Report For:

COMMUNITY FACILITIES DISTRICT NO. 3

Municipal Services

October 2025

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DISTRICT SUMMARY

On June 30, 2015, the City Council of the City of Suisun City established Community Facilities District No. 3 (Municipal Services) (the “CFD”) under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code.

The CFD will finance in whole or in part, the following public services, including all related administrative costs, related reserves for replacement of vehicles and equipment, and expenses: Police services, fire services, paramedical services, services for the maintenance of parks, parkways and open space (landscaping), and services for the maintenance of storm drains.

Levy

The following table provides a summary of the Fiscal Year 2025/26 final levy amount.

District	Parcel Count	FY 2025/26 Levy
Community Facilities District No. 3	1	$83,390.40

NBS

Ingrid Mijangos, Administrator
Melissa Ellico, Project Manager
Sara Mares, Client Success Ambassador

1. SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act. This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001 in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This section of this report intends to comply with Section 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

(a) The amount of funds collected and expended.

(b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1."

The requirements of the Act apply to the Funds for the following:

City of Suisun
Community Facilities District No. 3

PURPOSE OF SPECIAL TAX

The special tax provides funding for facilities and services provided and financed by Community Facilities District No. 3 include police services, fire services, paramedical services, services for the maintenance of parks, parkways and open space (landscaping), and services for the maintenance of storm drains.

COLLECTIONS & EXPENDITURES

Fund	6/30/2024 Balance (1)	Amount Collected (2)	Amount Expended (2)	6/30/2025 Balance (2)
Community Facilities District No. 3	$9,843.79	$81,187.86	$70,251.43	$20,780.22

(1) Audited balance for Fiscal Year 2024/25.
(2) Unaudited amounts subject to Fiscal Year 2025/26 Audit.

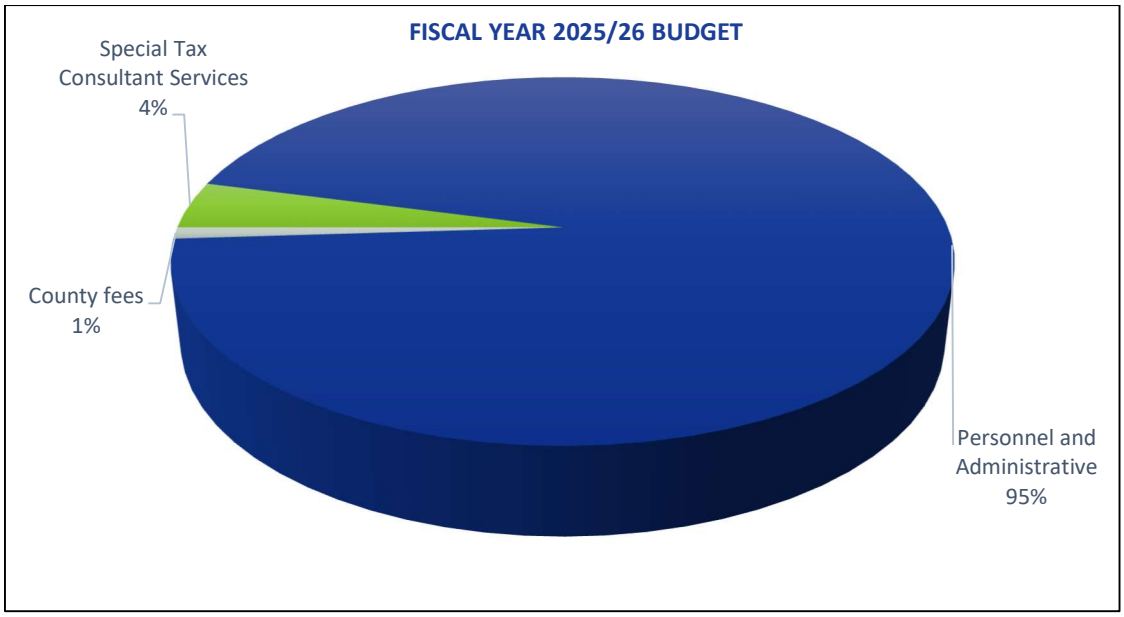
2. LEVY ANALYSIS

2.1 Levy Summary

A summary of the total levy for Fiscal Year 2025/26 is shown in the table below.

Description	Amount
Personnel and Administrative Costs	$79,107.63
Special Tax Consultant Services	3,448.87
County fees(1,2)	833.90
Total Amount Levied:	**$83,390.40**
Parcel Count	1

(1) Costs of posting and collecting the special tax are equal to 1% of the total levy amount.
(2) Includes even cent rounding adjustments for placement on the County Tax Roll.



2.2 Special Tax Rates

The Fiscal Year 2025/26 applied rates and special tax levy are shown in the table below.

Property Classification	Parcel Count	FY 2025/26 Maximum Tax Rate	FY 2025/26 Applied Tax Rate (1)	Total FY 2025/26 Special Tax Levy
Single Family Detached	0	$1,082.99 per Unit	$0.00 per Unit	$0.00
Single Family Attached with Commercial	0	$812.24 per Unit	$0.00 per Unit	0.00
Multi-Family	0	$541.49 per Unit	$0.00 per Unit	0.00
Live/Work	0	$1,082.99 per Unit plus $1,082.99 per 1,600 square feet (or portion thereof) of non-residential building and ancillary improvements	$0.00 per Unit plus $0.00 per 1,600 square feet (or portion thereof) of non-residential building and ancillary improvements	0.00
Non-Residential	1	The greater of $1,082.99 per parcel or $1,082.99 per 1,600 square feet (or portion thereof) of building square footage	The greater of $1,082.99 per parcel or $1,082.99 per 1,600 square feet (or portion thereof) of building square footage	83,390.40
Totals:	**1**			**$83,390.40**

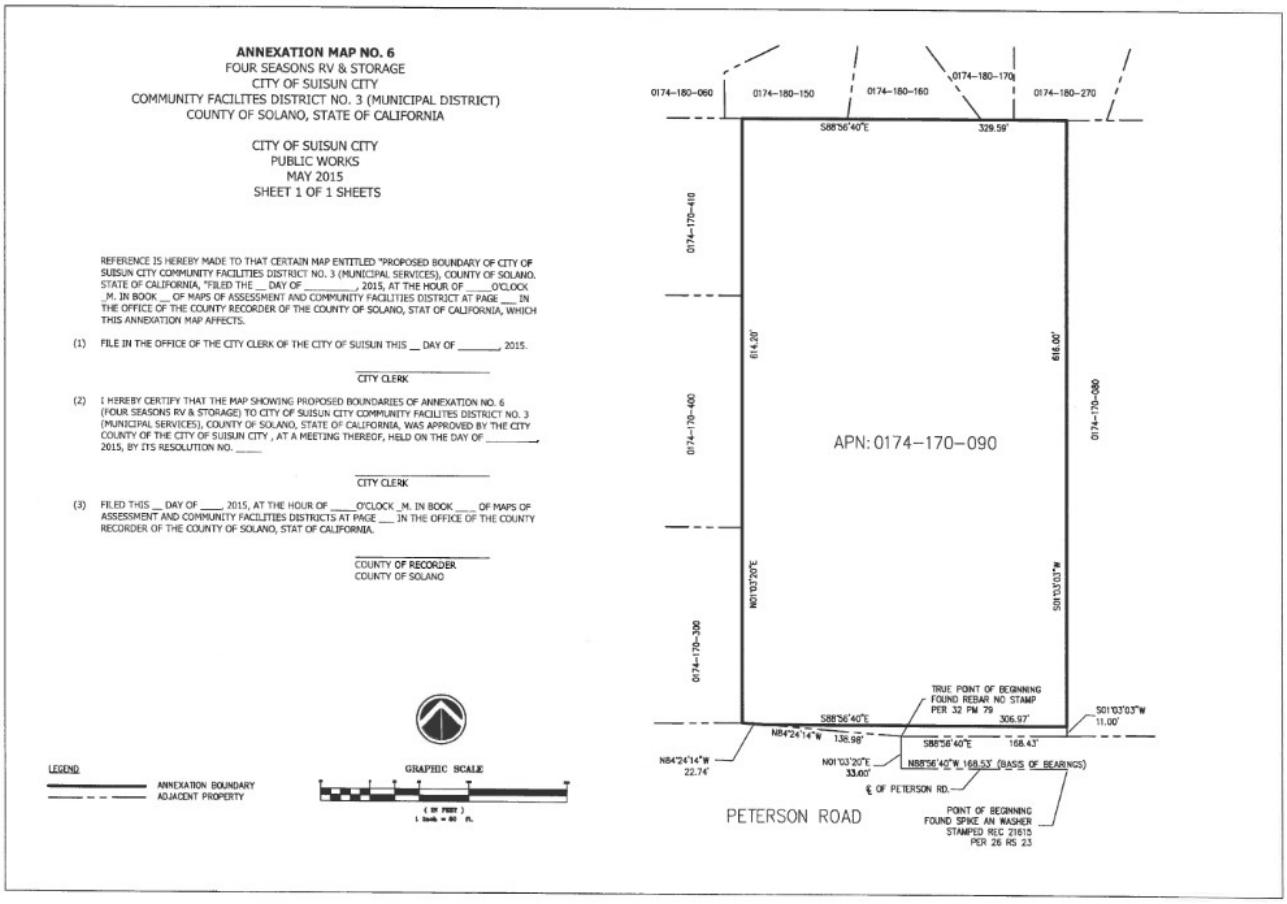
(1) Includes even cent rounding adjustments for placement on the County Tax Roll.

2.3 Annual Increase by Consumer Price Index

The Fiscal Year 2025/26 Maximum Special Tax rates were increased by 2.81% over the prior fiscal year.

In accordance with the Rate and Method of Apportionment (RMA), the Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. “Average Increase” means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year and taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase. “Indices” means the Consumer Price Indexes for the San Francisco-Oakland-Hayward Urban Wage Earners (formerly San Francisco-Oakland-San Jose) and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

APPENDIX A. DISTRICT BOUNDARY



ANNEXATION MAP NO. 6
FOUR SEASONS RV & STORAGE
CITY OF SUISUN CITY
COMMUNITY FACILITES DISTRICT NO. 3 (MUNICIPAL DISTRICT)
COUNTY OF SOLANO, STATE OF CALIFORNIA

CITY OF SUISUN CITY
PUBLIC WORKS
MAY 2015
SHEET 1 OF 1 SHEETS

REFERENCE IS HEREBY MADE TO THAT CERTAIN MAP ENTITLED "PROPOSED BOUNDARY OF CITY OF SUISUN CITY COMMUNITY FACILITIES DISTRICT NO. 3 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, "FILED THE __ DAY OF _____, 2015, AT THE HOUR OF _____O'CLOCK _M. IN BOOK __ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AT PAGE ___ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SOLANO, STAT OF CALIFORNIA, WHICH THIS ANNEXATION MAP AFFECTS.

(1) FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SUISUN THIS __ DAY OF _____, 2015.

CITY CLERK

(2) I HEREBY CERTIFY THAT THE MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 6 (FOUR SEASONS RV & STORAGE) TO CITY OF SUISUN CITY COMMUNITY FACILITES DISTRICT NO. 3 (MUNICIPAL SERVICES), COUNTY OF SOLANO, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNTY OF THE CITY OF SUISUN CITY , AT A MEETING THEREOF, HELD ON THE DAY OF _____, 2015, BY ITS RESOLUTION NO. ____

CITY CLERK

(3) FILED THIS __ DAY OF ____, 2015, AT THE HOUR OF _____O'CLOCK _M. IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE ___ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SOLANO, STAT OF CALIFORNIA.

COUNTY OF RECORDER
COUNTY OF SOLANO

LEGEND
ANNEXATION BOUNDARY
ADJACENT PROPERTY

GRAPHIC SCALE

APPENDIX B. RATE AND METHOD OF APPORTIONMENT

The following pages provide the Rate and Method of Apportionment for the CFD.

EXHIBIT B

CITY OF SUISUN CITY
Community Facilities District No. 3
(Municipal Services)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in Community Facilities District No. 3 (Municipal Services) (the "CFD") shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in the CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to the CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

"Administrator" means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the County Assessor of the County of Solano designating parcels by Assessor's Parcel number.

"Average Increase" means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

"**Building Square Footage**" means the total gross square footage of the floor area of the buildings on any Parcel of Non-Residential Property determined by calculating the combined floor area contained within a building's exterior walls including the area of an addition where floor area is increased. Parking areas and exterior walkways shall not be included in the calculation of Building Square Footage. The determination of Building Square Footage shall be made by reference to appropriate records kept by the City's Building Department.

"CFD-Wide Special Tax" means the Maximum Special Tax identified in Section C.1 below that shall be levied on all Developed Property within the CFD.

"CFD-Wide Special Tax Requirement" means the amount necessary in any Fiscal Year to (i) pay the cost of authorized police, fire, paramedical, storm drain and City-wide landscaping services, (ii) pay administrative expenses of the CFD, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

"City" means the City of Suisun City.

"City Council" means the City Council of the City of Suisun City, acting as the legislative body of the CFD.

"Developed Property" means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to July 1 of the preceding Fiscal Year.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Indices" means the Consumer Price Indexes for the San Francisco-Oakland-San Jose Urban Wage Earners and Clerical Workers Category and the U.S. City Average Urban Wage Earners and Clerical Workers Category.

"Live/Work Property" means a Parcel on which all or a portion of a Unit is deed-restricted for commercial use, as determined in the sole discretion of the City.

"Maximum CFD-Wide Special Tax" means the maximum CFD-Wide Special Tax, determined in accordance with Section C.1 below, that can be levied on Taxable Property in any Fiscal Year.

"Maximum Tax Zone Special Tax" means the maximum Tax Zone Special Tax, determined in accordance with Section C.2 below, that can be levied on Taxable Property in any Fiscal Year.

"Multi-Family Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

"Non-Residential Property" means any Taxable Property within the boundaries of the CFD that is not Live/Work Property, Single-Family Detached Property, Single-Family Attached Property or Multi-Family Property, as defined herein.

"Public Agency" means the federal government, State of California or other local governments or public agencies.

"RMA" means this Rate and Method of Apportionment of Special Tax.

"Single-Family Attached Property" means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

"Single-Family Detached Property" means, in any Fiscal Year, all Parcels of Developed Property which meet both of the following criteria: (i) a building permit was issued for construction of a Unit that does not share a common wall with another Unit, and (ii) the Parcel has not been designated as Live/Work Property.

"Special Tax" means a special tax levied in any Fiscal Year to pay the CFD-Wide Special Tax Requirement or the Tax Zone Special Tax Requirement.

"Taxable Property" means all Assessor's Parcels within the boundaries of the CFD which are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means a mutually exclusive geographic area within which a particular Tax Zone Special Tax may be levied pursuant to this RMA. All of the property within the CFD at the time of the CFD formation is within Tax Zone No.1; additional Tax Zones may be created when property is annexed into the CFD, and a separate Tax Zone Special Tax shall be identified for property within a new Tax Zone at the time of such annexation.

"Tax Zone Special Tax" means a Special Tax that shall be levied within a particular Tax Zone or Tax Zones but not necessarily levied at a consistent rate throughout the entire CFD.

"Tax Zone Special Tax Requirement" means the amount necessary in any Fiscal Year to pay the cost of authorized landscaping services within a particular Tax Zone. A separate Tax Zone Special Tax Requirement shall be determined each Fiscal Year for each Tax Zone within which a Tax Zone Special Tax is authorized to be levied.

"Unit" means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, townhome, condominium, or apartment units.

B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in the CFD as Single-Family Detached Property, Single-Family Attached Property, Multi-Family Property, Live/Work Property or Non-Residential Property. For each Parcel of Single-Family Attached Property, Live/Work Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall determine the Building Square Footage for all Parcels of Non-Residential Property. The Administrator shall also determine the Tax Zone within which each Parcel of Taxable Property is located.

C. MAXIMUM SPECIAL TAX

1. CFD-Wide Special Tax

Table 1 below identifies the Maximum CFD-Wide Special Taxes.

Table 1
City of Suisun City
Community Facilities District No. 3
(Municipal Services)
Maximum CFD-Wide Special Taxes

Land Use Category	Maximum CFD-Wide Special Tax Fiscal Year 2015-16 *
Single-Family Detached Property	$798.80 per Unit
Single-Family Attached Property with Commercial	$599.10 per Unit
Multi-Family Property	$399.40 per Unit
Live/Work Property	$798.80 per Unit plus $798.80 per 1,600 square feet (or portion thereof) of non-residential building and ancillary improvements
Non-Residential Property	The greater of $798.80 per parcel or $798.80 per 1,600 Square Feet (or portion thereof) of Building Square Footage

* Beginning in January 2016 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX

1. CFD-Wide Special Tax

Each Fiscal Year, the CFD-Wide Special Tax shall be levied on all Parcels of Developed Property within the CFD as follows:

Step 1: Determine the CFD-Wide Special Tax Requirement for the Fiscal Year in which the CFD-Wide Special Tax will be collected;

Step 2: Calculate the total CFD-Wide Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum CFD-Wide Special Tax rates determined pursuant to Section C.1 above;

Step 3: If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum CFD-Wide Special Tax on all Parcels of Developed Property in the CFD.

Step 4: If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the CFD-Wide Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum CFD-Wide Special Tax for each Parcel until the amount of the CFD-Wide Special Tax levy equals the CFD-Wide Special Tax Requirement for that Fiscal Year.

2. Tax Zone Special Tax

Each Fiscal Year, the Tax Zone Special Tax shall be levied on all Parcels of Developed Property within each Tax Zone as follows:

Step 1: Separately for each Tax Zone, determine the Tax Zone Special Tax Requirement for the Fiscal Year in which the Tax Zone Special Tax will be collected;

Step 2: Calculate separately for each Tax Zone the total Tax Zone Special Tax revenues that could be collected from Developed Property within the Tax Zone based on application of the Maximum Tax Zone Special Tax rates for that Tax Zone;

Step 3: If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum Tax Zone Special Tax on all Parcels of Developed Property in the Tax Zone.

Step 4: If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the Tax Zone Special Tax against all Parcels of Developed Property within the Tax Zone in equal percentages up to 100% of the Maximum Tax Zone Special Tax for each Parcel until the amount of the Tax Zone Special Tax levy equals the Tax Zone Special Tax Requirement for that Fiscal Year.

The CFD-Wide Special Tax and the Tax Zone Special Tax within the CFD shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that the CFD may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Act.

F. INTERPRETATION OF SPECIAL TAX FORMULA

a) **The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.**

EXHIBIT C

CITY OF SUISUN CITY
Community Facilities District No. 3
(Municipal Services)

ASSESSOR'S PARCEL NUMBERS
AND OWNERS OF LAND WITHIN COMMUNITY FACILITIES DISTRICT

Assessor's Parcel No.	Name of Property Owner
0174-170-090	Four Seasons Self Storage, LLC, a California limited liability company

APPENDIX C. FINAL BILLING DETAIL REPORT

The following page shows the Final Billing Detail Report for Fiscal Year 2025/26.

City of Suisun City

Community Facilities District No. 3

Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use	Levy	Other	Total
0174-170-090	Non-Residential	$83,390.41	($0.01)	$83,390.40
1 Accounts		**$83,390.41**	**($0.01)**	**$83,390.40**

Slight variances may occur due to rounding

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CITY OF SUISUN CITY

Fiscal Year 2025/26 Annual Report For:

COMMUNITY FACILITIES DISTRICT NO. 5

Public Safety, Maintenance & Dredging Services

October 2025

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2.3 Annual Tax Escalation Factor 4

Appendix A. District Boundary ..... **A**

Appendix B. Rate and Method of Apportionment ..... **B**

Appendix C. Final Billing Detail Report ..... **C**

DISTRICT SUMMARY

On August 8, 2023, the City Council of the City of Suisun City established Community Facilities District No. 5 (Public Safety, Maintenance, and Dredging Services) (the “CFD”) under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code.

The CFD will finance in whole or in part, the following public services, including all related administrative costs, related reserves for replacement of vehicles and equipment, and expenses: Police services, fire services, paramedical services, services for the maintenance of parks, parkways and open space (landscaping), services for the maintenance of storm drains, dredging maintenance, streetlight maintenance and related appurtenances within or adjacent to the CFD.

Levy

The following table provides a summary of the Fiscal Year 2025/26 final levy amount.

District	Parcel Count	FY 2025/26 Levy
Community Facilities District No. 5	71	$134,973.84

NBS

Ingrid Mijangos, Administrator
Melissa Ellico, Project Manager
Sara Mares, Client Success Ambassador

1. SB 165: LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act. This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001 in accordance with Section 50075.1 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This section of this report intends to comply with Section 50075.3 of the California Government Code that states:

"The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

(a) The amount of funds collected and expended.

(b) The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1."

The requirements of the Act apply to the Funds for the following:

City of Suisun
Community Facilities District No. 5

PURPOSE OF SPECIAL TAX

The special tax provides funding for facilities and services provided and financed by Community Facilities District No. 5 include police services, fire services, paramedical services, services for the maintenance of parks, parkways and open space (landscaping), services for the maintenance of storm drains, dredging maintenance, streetlight maintenance and related appurtenances within or adjacent to the CFD.

COLLECTIONS & EXPENDITURES

Fund	6/30/2024 Balance (1)	Amount Collected	Amount Expended	6/30/2025 Balance
Community Facilities District No. 5	$0.00	$77,117.92	$67,139.34	$9,978.58

(1) Fiscal year 2024/25 was the first levy year, as such there were no beginning balance to report.

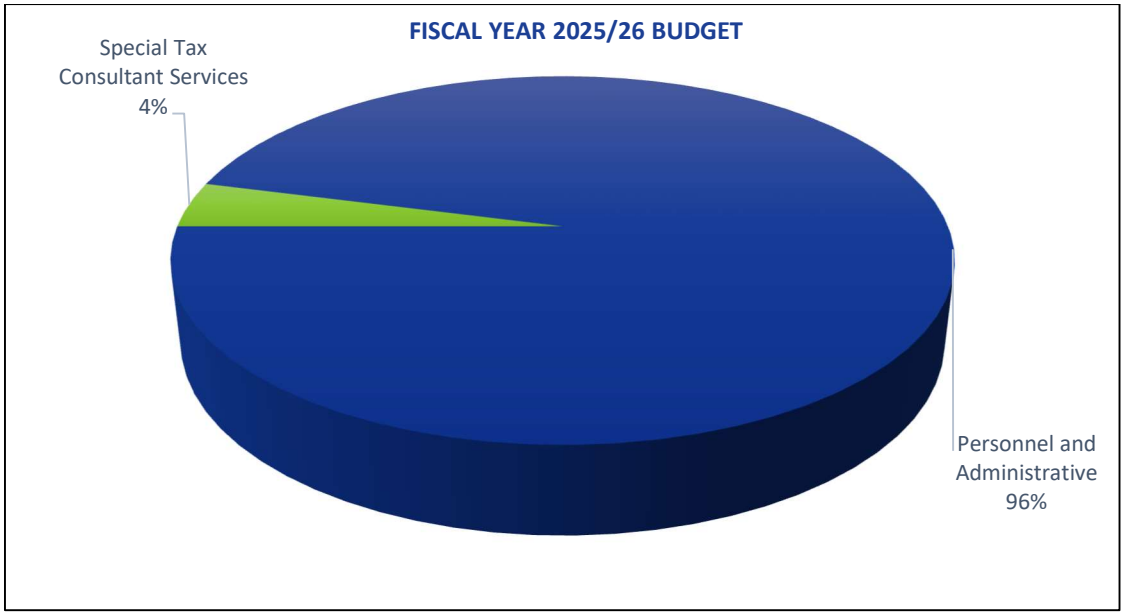
2. LEVY ANALYSIS

2.1 Levy Summary

A summary of the total levy for Fiscal Year 2025/26 is shown in the table below.

Description	Amount
Personnel and Administrative Costs	$129,561.10
Special Tax Consultant Services (1,2)	5,412.74
Total Amount Levied:	**$134,973.84**
Parcel Count	71

(1) Costs of posting and collecting the special tax are equal to 1% of the total levy amount.
(2) Includes even cent rounding adjustments for placement on the County Tax Roll.



2.2 Special Tax Rates

The Fiscal Year 2025/26 applied rates and special tax levy are shown in the table below.

Property Classification	Parcel Count	FY 2025/26 Maximum Tax Rate	FY 2025/26 Applied Tax Rate (1)	Total FY 2025/26 Special Tax Levy
Single Family Detached	0	$1,901.05 per Unit	$1,901.04 per Unit	$134,973.84

(1) Includes even cent rounding adjustments for placement on the County Tax Roll.

2.3 Annual Tax Escalation Factor

On July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax shall be increased by a minimum of two percent (2%) to a maximum of six percent (6%), determined by the CFD Administrator on an annual basis as needed to increase the Maximum Special Tax to satisfy the Special Tax Requirement for the succeeding and future Fiscal Years.

The Fiscal Year 2025/26 Maximum Special Tax rates were increased by 6.0% over the prior fiscal year.

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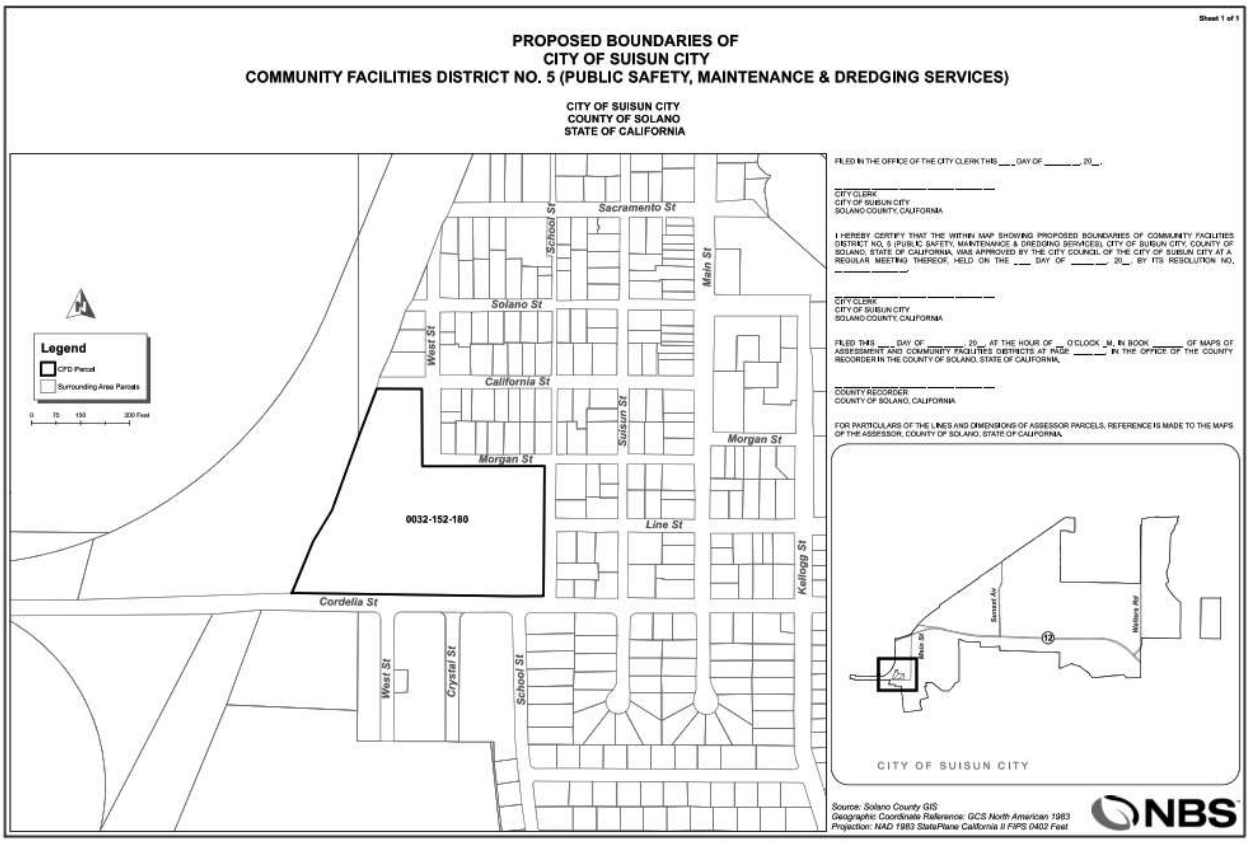
APPENDIX A. DISTRICT BOUNDARY



APPENDIX B. RATE AND METHOD OF APPORTIONMENT

The following pages provide the Rate and Method of Apportionment for the CFD.

RATE AND METHOD OF APPORTIONMENT (RMA) OF SPECIAL TAX
CITY OF SUISUN CITY
COMMUNITY FACILITIES DISTRICT NO. 5
(PUBLIC SAFETY, MAINTENANCE & DREDGING SERVICES)

A Special Tax shall be levied and collected in the City of Suisun City Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services) ("CFD 5") each Fiscal Year, in an amount determined by the application of the procedures described below. All taxable property (as defined below) in CFD 5, unless exempted by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

I. DEFINITIONS

The terms used herein shall have the following meanings:

"Accessory Dwelling Unit" or "ADU" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for an "Accessory Dwelling Unit" as defined in in California Government Code Section 65852.2(j)(1), as may be amended from time to time, that is accessory to a primary Unit. The ADU may be located on the same Assessor's Parcel as the primary Unit or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax and both Units will be taxed. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU Unit only.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Act of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD 5: the costs of computing the Annual Special Tax Requirement, and the annual Special Tax and of preparing the annual Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD 5.

"Annual Services Costs" means the amounts required to fund services authorized to be funded by CFD 5.

"Annual Special Tax Requirement" means that amount with respect to CFD 5 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD 5, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

"Assessor's Data" means Units or other information contained in the records of the County Assessor for each Assessor's Parcel.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map with an assigned

Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessment's Parcel by the County Assessor for purposes of identification.

"Building Permit" means a permit issued by the City for new construction of a residential building on an Assessor's Parcel.

"Building Square Feet" or "BSF" means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Building Square Feet shall be made by reference to the building permit(s) issued for such residential Unit. In the event that the building permit does not show Building Square Feet, other records of the City or Assessor's Data shall be used as determined by the CFD Administrator.

"**CFD 5**" means the City of Suisun City Community Facilities District No. 5 (Public Safety, Maintenance & Dredging Services), County of Solano, State of California.

"CFD Administrator" means an official of the City, or designee or agent or consultant, responsible for administering the Special Tax in accordance with this Rate and Method of Apportionment.

"City" means the City of Suisun City, County of Solano, California.

"City Council" means the City Council of the City, acting as the legislative body of CFD 5.

"County" means the County of Solano, California.

"Developed Property" means, in any Fiscal Year, all Taxable Property in CFD 5 for which a building permit for new construction was issued by the City prior to June 1 of the preceding Fiscal Year.

"Exempt Property" means any property located within the boundaries of CFD 5 which is exempt from the Special Tax pursuant to Section V below.

"**Fiscal Year**" means the period from July 1st of any calendar year through June 30th of the following calendar year.

"Maximum Special Tax" means the maximum Special Tax authorized to fund the Annual Services Costs in any Fiscal Year that may apply to Taxable Property as described in Section III.

"Mixed-Use Property" means all Assessor's Parcels of Developed Property for which a Building Permit was issued for a structure that contains more than one Property Type. For an Assessor's Parcel of Mixed-Use Property, each Property Type is subject to taxation pursuant to section C below.

"Multi-Family Property" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for a residential structure consisting of two or more Units that share common walls that do not have separate Assessor's Parcel Numbers assigned to each Unit, and are available for rental by the general public, not for sale to an end user, and under common management.

"Non-Residential Property" means all Assessor's Parcels of Developed Property with for-profit commercial or industrial uses.

"Property Owner's Association" means any property owner's association. As used in this definition, a Property Owner's Association includes any home-owner's association, condominium owner's association, master or sub-association.

"Property Owner's Association Property" means any property within the boundaries of CFD 5 which is (a) owned by a Property Owner's Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

"Property Type" means any of the classes listed in Table 1.

"Proportionately" means, for Developed Property that the ratio of the Special Tax levy to the Maximum Special Tax are equal for all Assessors' Parcels of Developed Property within CFD 5.

"Public Property" means any property within the boundaries of CFD 5 owned by, irrevocably offered or dedicated to, or for which an easement for purposes of public or private road right-of-way making the property unusable for any other purpose has been granted to the federal government, the State of California, the County, the City, or any local government or other public agency.

"Rate and Method of Apportionment" means this Rate and Method of Apportionment of Special Taxes for CFD 5.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one or more residential Units.

"Single Family Residential Attached Property" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for a residential structure consisting of two or more Units that share common walls that have separate Assessor's Parcel Numbers assigned to each Unit, may be purchased by individual homebuyers, including such residential structures that meet the statutory definition of a condominium project contained in Civil Code Section 4125, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Single Family Residential Detached Property" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for a residential structure consisting of one Unit that does not share a common wall with another Unit, and may be purchased by individual homebuyers, according to Assessor's Data or as otherwise known by the CFD Administrator.

"Special Tax(es)" means the amount levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Annual Special Tax Requirement.

"Tax Escalation Factor" means on July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax as shown in Section III shall be increased by a minimum of two percent (2%) to a maximum of six percent (6%), determined by the CFD Administrator on an annual basis as needed to increase the Maximum Special Tax to satisfy the Special Tax Requirement for the succeeding and future Fiscal Years.

"Tax Zone" means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD 5 at the time***

of its formation is within Tax Zone No. 1. Additional Tax Zones may be created when property is annexed to CFD 5, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor's Parcels included within a new Tax Zone when such Parcels are annexed to CFD 5 shall be identified by Assessor's Parcel number in the annexation documents at the time of annexation.

"Taxable Property" means all Parcels within the boundary of CFD 5 that are not Exempt Property, or exempt from the Special Tax pursuant to the Act.

"Undeveloped Property" means all Parcels within CFD 5 that are not Developed Property, Property Owner's Association Property, or Public Property.

"Unit" means (i) for Single Family Residential Detached Property, an individual single family detached residential unit, and (ii) an ADU. The number of Units assigned to each Assessor's Parcel may be determined by (i) referencing Assessor's Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

"Welfare Exempt Property" means, in any Fiscal Year, all Parcels within the boundaries of CFD 5 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor's Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act.

II. DETERMINATION OF TAXABLE PARCELS

Each Fiscal Year, the CFD Administrator shall determine the Assessor's Parcel Numbers for all Taxable Property within CFD 5 for the then-current Fiscal Year. To the extent a Parcel of Taxable Property is subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor's Parcel Number(s) pursuant to Section III. The CFD Administrator shall also determine: (i) the Tax Zone within which each Parcel is located; (2) which Parcels are Developed Property and Undeveloped Property; (ii) the number of Units each Parcel contains; (iii) the property type, i.e., Single Family Residential Detached Property or Accessory Dwelling Unit; and (iv) the Annual Special Tax Requirement for the Fiscal Year.

III. MAXIMUM ANNUAL SPECIAL TAX RATES

The Maximum Special Tax for each Assessor's Parcel of Taxable Property within Tax Zone No. 1 shall be assigned according to the table below.

TABLE 1
MAXIMUM SPECIAL TAX RATES
TAX ZONE NO. 1
FISCAL YEAR 2022/23*

Property Type	Maximum Special Tax Rate	Per
Single Family Residential Detached Property	$1,596.16	Unit
Single Family Residential Attached Property	0.00	Unit
Multi-Family Property	0.00	Unit
Non-Residential Property	0.00	BSF
Accessory Dwelling Unit	See below	Unit
Mixed-Use Property	See below	Unit/BSF

**On each July 1, commencing on July 1, 2023, the Maximum Special Tax Rate shall be increased by the Tax Escalation Factor.*

Accessory Dwelling Unit

The Maximum Special Tax for an Accessory Dwelling Unit shall be calculated as a percentage of the Maximum Special Tax for the primary Unit the ADU is accessory to, based on Building Square Footage. For example, if a primary Unit of Single Family Residential Detached Property with 2,000 BSF has an ADU of 800 BSF, the Maximum for the ADU Special Tax in Tax Zone No. 1 shall be calculated by the following steps:

1. 800 BSF / 2,000 BSF = 0.40 or 40%
2. $1,596.16 Maximum Special Tax per Unit x 40% = $638.46 Maximum Special Tax for such ADU

Mixed-Use Property

In some instances, an Assessor's Parcel of Developed Property may contain more than one Property Type. The Maximum Special Tax assigned to an Assessor's Parcel of Mixed-Use Property shall be the sum of the Maximum Special Tax for all property uses located on that Assessor's Parcel.

IV. SPECIAL TAX - METHOD OF APPORTIONMENT

All Taxable Property shall be subject to a Special Tax defined as follows. The Special Tax shall be levied each Fiscal Year by the CFD Administrator.

The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD 5 by the method shown below.

First. Determine the Annual Special Tax Requirement.

Second. Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the applicable Maximum Special Tax to satisfy the Annual Special Tax Requirement.

Under no circumstances will the Special Tax on any Assessor's Parcel of used for private residential purposes be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD 5.

V. FORMULA FOR PREPAYMENT OF SPECIAL TAX OBLIGATIONS

The Special Tax may not be prepaid.

VI. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment, no Special Tax shall be levied on Property Owner's Association Property, Undeveloped Property, Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5, and 53340.1 of the Act.

No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Welfare Exempt Property.

VII. INTERPRETATION OF RATE AND METHOD OF APPORTIONMENT

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the City's discretion. Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

VIII. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD 5, and may collect delinquent Special Taxes through other available methods.

A Special Tax shall continue to be levied and collected commencing in Fiscal Year 2022/23 to the extent necessary to satisfy the Annual Special Tax Requirement and shall be levied perpetually or for as long as required to satisfy the Annual Special Tax Requirement, as determined by the City.

IX. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, the CFD administrator shall determine if sufficient Special Tax revenue is available to make a cash refund. If a cash refund cannot be made, then an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

APPENDIX C. FINAL BILLING DETAIL REPORT

The following page shows the Final Billing Detail Report for Fiscal Year 2025/26.

City of Suisun City
Community Facilities District No. 5 (Public Safety, Maintenance & Dredging)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use	Tax Zone	Total
0032-481-010	SFR	Tax Zone #1	$1,901.04
0032-481-020	SFR	Tax Zone #1	1,901.04
0032-481-030	SFR	Tax Zone #1	1,901.04
0032-481-040	SFR	Tax Zone #1	1,901.04
0032-481-050	SFR	Tax Zone #1	1,901.04
0032-481-060	SFR	Tax Zone #1	1,901.04
0032-481-070	SFR	Tax Zone #1	1,901.04
0032-481-080	SFR	Tax Zone #1	1,901.04
0032-481-090	SFR	Tax Zone #1	1,901.04
0032-481-100	SFR	Tax Zone #1	1,901.04
0032-481-110	SFR	Tax Zone #1	1,901.04
0032-481-120	SFR	Tax Zone #1	1,901.04
0032-481-130	SFR	Tax Zone #1	1,901.04
0032-481-140	SFR	Tax Zone #1	1,901.04
0032-481-150	SFR	Tax Zone #1	1,901.04
0032-481-160	SFR	Tax Zone #1	1,901.04
0032-481-170	SFR	Tax Zone #1	1,901.04
0032-481-180	SFR	Tax Zone #1	1,901.04
0032-481-190	SFR	Tax Zone #1	1,901.04
0032-481-200	SFR	Tax Zone #1	1,901.04
0032-481-210	SFR	Tax Zone #1	1,901.04
0032-481-220	SFR	Tax Zone #1	1,901.04
0032-481-230	SFR	Tax Zone #1	1,901.04
0032-481-240	SFR	Tax Zone #1	1,901.04
0032-481-250	SFR	Tax Zone #1	1,901.04
0032-481-260	SFR	Tax Zone #1	1,901.04
0032-481-270	SFR	Tax Zone #1	1,901.04
0032-481-280	SFR	Tax Zone #1	1,901.04
0032-481-290	SFR	Tax Zone #1	1,901.04
0032-481-300	SFR	Tax Zone #1	1,901.04
0032-481-310	SFR	Tax Zone #1	1,901.04
0032-481-320	SFR	Tax Zone #1	1,901.04
0032-481-330	SFR	Tax Zone #1	1,901.04
0032-481-340	SFR	Tax Zone #1	1,901.04
0032-481-350	SFR	Tax Zone #1	1,901.04
0032-481-360	SFR	Tax Zone #1	1,901.04
0032-481-370	SFR	Tax Zone #1	1,901.04
0032-481-380	SFR	Tax Zone #1	1,901.04
0032-481-390	SFR	Tax Zone #1	1,901.04
0032-481-400	SFR	Tax Zone #1	1,901.04
0032-481-410	SFR	Tax Zone #1	1,901.04
0032-481-420	SFR	Tax Zone #1	1,901.04

Slight variances may occur due to rounding

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City of Suisun City
Community Facilities District No. 5 (Public Safety, Maintenance & Dredging)
Final Billing Detail Report for Fiscal Year 2025/26

Account ID	Land Use	Tax Zone	Total
0032-481-430	SFR	Tax Zone #1	1,901.04
0032-481-440	SFR	Tax Zone #1	1,901.04
0032-482-010	SFR	Tax Zone #1	1,901.04
0032-482-020	SFR	Tax Zone #1	1,901.04
0032-482-030	SFR	Tax Zone #1	1,901.04
0032-482-040	SFR	Tax Zone #1	1,901.04
0032-482-050	SFR	Tax Zone #1	1,901.04
0032-482-060	SFR	Tax Zone #1	1,901.04
0032-482-070	SFR	Tax Zone #1	1,901.04
0032-482-080	SFR	Tax Zone #1	1,901.04
0032-482-090	SFR	Tax Zone #1	1,901.04
0032-482-100	SFR	Tax Zone #1	1,901.04
0032-482-110	SFR	Tax Zone #1	1,901.04
0032-482-120	SFR	Tax Zone #1	1,901.04
0032-482-130	SFR	Tax Zone #1	1,901.04
0032-482-140	SFR	Tax Zone #1	1,901.04
0032-482-150	SFR	Tax Zone #1	1,901.04
0032-482-160	SFR	Tax Zone #1	1,901.04
0032-482-170	SFR	Tax Zone #1	1,901.04
0032-482-180	SFR	Tax Zone #1	1,901.04
0032-482-190	SFR	Tax Zone #1	1,901.04
0032-482-200	SFR	Tax Zone #1	1,901.04
0032-482-210	SFR	Tax Zone #1	1,901.04
0032-482-220	SFR	Tax Zone #1	1,901.04
0032-482-230	SFR	Tax Zone #1	1,901.04
0032-482-240	SFR	Tax Zone #1	1,901.04
0032-482-250	SFR	Tax Zone #1	1,901.04
0032-482-260	SFR	Tax Zone #1	1,901.04
0032-482-270	SFR	Tax Zone #1	1,901.04
71 Accounts			**$134,973.84**

Slight variances may occur due to rounding

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AGENDA ITEM NO. 9.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-__: Adopting the Updated 2025 Sewer System Management Plan (SSMP) and Designating the Legally Responsible Official (LRO) as Required by the State Board Water Discharge Requirements.

FISCAL IMPACT: Approval of the updated Sewer System Management Plan (SSMP) would not have any financial impact to the General Fund. However, the implementation of requirements within the SSMP may result in financial impacts primarily to the Sewer Maintenance Fund (185) and to the Sewer Repair Capital Improvement Program Fund (188). Funds should be available in both funds.

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

BACKGROUND: The Statewide Waste Discharge Requirements (WDR) adopted on December 6, 2022, by the State Water Resources Control Board (SWRCB) requires that all owners and operators of sanitary sewer collection systems over one mile in length develop and implement a Sewer System Management Plan (SSMP) (previously known as a Sanitary Sewer Management Plan) pursuant to State Water Resources Control Board Order WQ 2022-0103-DWQ. As an owner and operator of a collection system, the City must implement a comprehensive plan for inspection, condition assessment, cleaning, rehabilitation, capacity assessment, and capital upgrades to mitigate Sanitary Sewer Spills (Spills). Sanitary Sewer Spills were formally titled Sanitary Sewer Spills (Spills).

The state requires the SSMP to be updated every six years. The last updated of the SSMP was completed in 2019. Although the SWRCB requires that the SSMP be updated every six years, the SSMP is considered a dynamic document and may require updating on a more frequent basis. Routine changes to primarily administrative information, notwithstanding, minor changes will likely be required to address improvements identified through the SSMP Audit or through modifications required as conditions change. Updates of this nature will not be brought before Council for approval as any changes will be minor in nature and not significantly impact the overall document. An update example might be changing a contact phone number or a contact name.

STAFF REPORT: All federal and state agencies, municipalities, counties, districts, and other public entities that own or operate sanitary sewer systems greater than one mile in length that collect and/or convey untreated or partially treated wastewater to a publicly owned treatment facility in the State of California are required to comply with the terms of State Water Resources Control Board Order WQ 2022-0103-DWQ.

Sanitary Sewer Spills (Spills)(previously referred to as Sanitary Sewer Overflows or SSOs) are defined as discharges of untreated or partially treated wastewater from a sanitary sewer system at any point before reaching a treatment facility. Discharges may be of domestic, industrial, and/or commercial wastewater. Spills may contain high levels of suspended solids, toxic pollutants, pathogenic organisms (such as bacteria and viruses that cause diseases), oil and grease, and other pollutants. Spills may cause a public nuisance, particularly when raw untreated wastewater is discharged to areas with high public exposure, such as streets or surface waters used for fishing or body contact recreation. Spills may

pollute surface or ground waters, threaten public health, adversely affect aquatic life, and impair the recreational use and aesthetic enjoyment of surface waters.

Sanitary sewer systems experience periodic failures that increase the likelihood of a Spill. Factors may include geological shifts, design deficiencies, construction methods and materials, age, and deterioration of the system. Major causes of Spills also include: grease blockages, root blockages, flood damage, structural failures, vandalism, pump station mechanical failures, power outages, excessive storm or ground water inflow/infiltration, debris blockages, lack of proper operation and maintenance, insufficient capacity, and contractor-caused damages.
The state requires the preparation of the Sewer System Management Plan (SSMP) because it is a proactive approach to ensure a system-wide operation, maintenance, and management plan is in place to reduce the frequency and size of Spills. All SSMPs contain the following goals:

Proper management and operation. Effectively manage, operate, and maintain all parts of the wastewater collection system, including sewer lines, manholes, and pump stations.
Capacity management. Ensure the sewer system has adequate capacity to convey peak wastewater flows, including those that occur during rainstorms.
Prevent Spills. Minimize the frequency and impact of sanitary sewer overflows by implementing preventative maintenance and operational programs. Identify, prioritize and continuously renew and replace sewer collection system assets to maintain functionality.
Mitigate Spill impacts. Respond to and mitigate the impacts of Spills. This includes containing spills and cleaning up affected areas.
Collection System Staff Training. Provide regular training for City staff and contractors in collection system maintenance, operations, and emergency response.
Compliance with regulations. Meet all applicable regulatory requirements for notification and reporting to the State and Regional Water Boards

The City's wastewater collection system serves approximately 29,500 residents, plus numerous visitors and businesses. The system consists of 68 miles of gravity sewers. The City is responsible for sewer lines 10" or smaller. Most of the City's sewer lines were constructed between 1980 and 2019. All sewage is conveyed to and treated at the Fairfield-Suisun Sewer District (FSSD).

Suisun City's Public Works Maintenance Division (Streets Crew primarily) is responsible for the safe and efficient maintenance of the City's sanitary sewer collection system. Its mission is to ensure the continuous flow of wastewater to the FSSD and to prevent sanitary sewer overflows.

Public Works Maintenance sewer maintenance program includes: hot spot cleaning and system-wide cleaning. The program includes line cleaning, supporting closed-circuit television (CCTV) inspections done each year by the Fairfield Suisun Sewer District (FSSD), structural repairs, preventative maintenance, spill response, and preparing operational reports as applicable. Closed circuit television (CCTV) inspections of all sized lines within City boundaries are administered by FSSD with Public Works Maintenance providing support in cleaning the lines ahead of the CCTV program. FSSD has divided the City into five (5) sections and CCTVs each section every five years. City staff regularly works to develop additional standard operating procedures (SOPs) to ensure cleaning methods are effective and work assignments are efficient.

A review of data from October 2015 through October 2025 shows that the City consistently performed better than the statewide and regional spill rate indices, reflecting Public Works Maintenance's strong commitment to the safety and wellbeing of our residents. See Attachment No. 3.

Per the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDRs), the City is required to designated a Legally Responsible Official (LRO) and staff is recommending that Public Works Director/City Engineer (Nouae Vue) be designated as the City's Legally Responsible Official (LRO).

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2025-__: Adopting the Updated 2025 Sewer System Management Plan (SSMP) and Designating the Legally Responsible Official (LRO) as Required by the State Board Water Discharge Requirements.

PREPARED BY: Amanda Dum, Management Analyst II
REVIEWED BY: Nouae Vue, Public Works Director/City Engineer
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution No. 2025-__: Â Adopting the Updated 2025 Sewer System Management Plan (SSMP) and Designating the Legally Responsible Official as Required by the State Board Water Discharge Requirements.
2. Updated 2025 Sewer System Management Plan (SSMP).

RESOLUTION NO. 2025-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ADOPTING THE UPDATED 2025 SEWER SYSTEM MANAGEMENT PLAN (SSMP) AND DESIGNATING THE LEGALLY RESPONSIBLE OFFICIAL (LRO) AS REQUIRED BY THE STATE BOARD WATER DISCHARGE REQUIREMENTS

WHEREAS, the State Water Resources Control Board (State Board) adopted Order Number 2006-0003-DWQ, Statewide General Waste Discharge Requirements for Sanitary Sewer Systems (WDRs); and

WHEREAS, the State Board reissued WQ 2022-0103-DWQ Statewide Waste Discharge Requirements General Order for Sanitary Sewer Systems and was adopted by the State Board on December 6, 2022; and

WHEREAS, these WDRs apply to the City's Sewer Collection System; and,

WHEREAS, the objective of the WDRs is to reduce the frequency and volume of Sanitary Sewer Spills (Spills) by requiring cities to fund, operate, maintain, and manage their sewer collection system.; and

WHEREAS, the WDRs contain provisions that require sewer collection system agencies to develop programs and plans to operate, maintain, and manage the sewer collection system is adequately documented in what the WDRs refer to as a Sewer System Management Plan (SSMP), a living document, which receives an official update every six (6) years with minor, primarily but not limited to, administrative changes and edits occurring as needed in the years between Updates to ensure the document includes timely and accurate information; and

WHEREAS, the WDRs require that the City certify to the State Board every six years that the SSMP is in compliance with the WDRs; and

WHEREAS, the Public Works Department has updated the City of Suisun City's SSMP in accordance with the reissued WDRs; and

WHEREAS, the WDRs requires reporting and certification of Sanitary Sewer Spill (Spill) events through the California Integrated Water Quality System (CIWQS); and

WHEREAS, the WDRs requires the City designate a Legally Responsible Official (LRO) that has authority to ensure the enrolled sanitary sewer system(s) complies with this Order, and is authorized to serve as a duly authorized representative; and

WHEREAS, the Legally Responsible Official must have responsibility over management of the Enrollee's entire sanitary sewer system, and must be authorized to make managerial decisions that govern the operation of the sanitary sewer system, including having the explicit or implicit duty of making major capital improvement recommendations to ensure long-term environmental compliance; and

WHEREAS, the City Council appoints the Public Works Director/City Engineer, Nouae Vue, as the authorized representative and primary Legally Responsible Official for the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City resolves that the 2025 Sewer System Management Plan is adopted and shall be submitted and certified with the State Board by Public Works staff, and that the Public Works/City Engineer is appointed as the Legally Responsible Official.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 16th day of December 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of December 2025.

_____
Anita Skinner
City Clerk

Sewer System Management Plan (SSMP)

2025 Update

Sanitary Sewer Collection System for

Waste Discharge ID (WDID): #2SSO10199

REVIEWED AND APPROVED BY:

Nouae Vue, Public Works Director
Legally Responsible Official
City of Suisun City
Sanitary Sewer Collection System

PREPARED BY:

FISCHER LLC COMPLIANCE
PRACTICES THAT COMPLY

12/02/2025
Date Signed

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Summary of SSMP Action Items

Table 1 provides a chronological summary of the items found in each Section's "Implementation Plans and Schedules" table. Items are sorted by date, to assist the City in determining when actions are needed. Additional information regarding each action item is found in the discussion within each section of the SSMP.

Schedule	Action Item	Section
As Needed	• Notify District of need to update maps. • After each spill event, review Chain of Communication outcomes. • For each contract: Review agreements with contractors and/or pre-job meeting minutes to ensure contract personnel have received instruction for responding to sewage spills. • Ensure all project plans are approved in accordance with the City's Standard Details and Specifications. • Enforce design standards to ensure new sewers are sized with adequate capacity. • For each CIP update: utilize all available data for prioritizing corrective actions considering severity and consequences of potential spills. • For each delayed CIP project: justify and document the reason. • Monitor and evaluate spill trends; document efforts.	1.3.2 2.2 4.3.2 5.1.1 8.2.3 8.3.1 8.4.2 9.3
Continuously	• Monitor and document occasions when Municipal Code Ordinance(s) failed to address issues as intended. • Continue to participate in the Solano Bayshore Resiliency Project. • Each significant rain event: Monitor/evaluate significant rain events to see if they exceed the design storm in the hydraulic model. • Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities.	3.2 8.1.4 8.2.2 8.3.2
Semi-annually: By June 30 and December 31 each year	• Review names, contact information and position responsibilities in Section 2; update as needed. • Review Organizational Chart for any changes; update as needed. • Review work completed to date to ensure critical work is being completed. • Review training documentation to ensure all staff have received required training. • Ask Solano County and the District to provide a status report detailing the FSEs inspected, inspection results, and any enforcement taken. Take action if necessary. • Monitor flows in each basin and update the hydraulic model.	2.1 2.3 4.21. 4.3.1 7.1 8.3.4

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Schedule	Action Item	Section
Annually: By December 31 each year	• Confer with storm drain owners to ensure current practices and contact information are up to date. • Review map update procedures with all affected staff. • Review/ensure all newly installed facilities have been updated and included in the system maps. • Review scheduled Preventative Maintenance to ensure the prescribed schedule remains appropriate. • Conduct SERP training including practice drills. • Audit inventory lists to ensure stock is adequate • Review Post Spill Assessments to ensure adherence with the SERP and to identify any trends that should be addressed. • Review/evaluate enforcement and inspection findings and implement changes as necessary. • Review spill rates and causes and make changes to maintenance programs, as necessary. • Hold regular coordination meetings, with all parties, to help keep CIP projects on track and resolve issues that may arise in a timely manner. • Assess work programs to ensure outcomes are as intended. • Monitor and evaluate spill trends, document efforts. • Ensure the SSMP is posted on the City website and the link functions properly. • Ensure Sewage Spill Warning signs are readily available to communicate with the public when necessary.	3.3 4.1.1 4.1.2 4.2.2 4.3.4 4.4.1 6.1 6.2 7.1 8.1.1 8.1.2 8.4.1 9.1 9.3 11.2 11.3
By December 31, 2025	• Prepare an up-to-date SERP that meets the requirements of Attachment D-6 of the WDR. • Fully transition to Cartegraph for scheduling and data collection. • Maintain inspection, maintenance, and spill information in CMMS (i.e., Cartegraph). • Prepare and/or revise City's hydraulic model; include design storm parameters.	6.3 4.3.3 5.19.1 8.2.1 8.1.4 5.19.1
By June 30, 2026	• Update City Municipal Code to address the items listed in the "Potential Municipal Code Update" table. • Conduct comprehensive training regarding all aspects of the up-to-date SERP including flow measurement and practice drills. • Develop standard operating procedures for the addition and removal of lines from the hot spot program. • In conjunction with the District, define and implement a formal manhole inspection program based upon the NASSCO Manhole Assessment Certification Program (MACP) rating system. • Prepare educational information about FOG and post on City website. • Prioritize condition assessments based on environmental consequences.	3.5 4.3.3 5.19.2 5.19.3 6.4 7.3 8.1.3

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Schedule	Action Item	Section
By December 31, 2026	• Contact Caltrans and Solano County to discuss an aid agreement to allow the City to respond to any wastewater spills which enter a Caltrans or County storm drain. • Update City's Design, Construction, and Inspection Standards to address the items listed in the "Potential Updates" table. • Prepare a Wastewater Master Plan that considers all factors listed in Attachment D, Section 8.2 of the WDR.	3.4 5.1.2 5.2.3 8.2.5
March 1, 2026	• For the FY25-26 CIP, publish bid documents.	8.4.3
Begin May 2, 2027	• Prepare for next SSMP Audit • Review City-owned asset statistics and Element description; update as necessary.	1.2.1 1.3.1
By November 2, 2027	• Complete and upload next SSMP Audit • Incorporate Audit findings, update Change Log and Update SSMP. Ensure a plan and schedule is developed to address deficiencies.	1.2.2 1.2.3 10.2
Begin May 2, 2030	• Prepare for next SSMP Audit • Review City-owned asset statistics and Element description; update as necessary.	1.2.4 1.3.1
By November 2, 2030	• Complete and upload next SSMP Audit • Incorporate Audit findings, update Change Log and Update SSMP. Ensure a plan and schedule is developed to address deficiencies.	1.2.5 1.2.6 10.2
Begin May 2, 2031	• Prepare for next SSMP Update • Review Ordinance(s) to confirm all documents provide necessary required legal authority.	1.2.7 3.1
By August 2, 2031	• City Council approval deadline for next SSMP Update; upload to CIWQS.	1.2.8 11.1

Table 1 – Summary of SSMP Action Items

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SSMP Change Log of Revisions and Completed Action Items[1]

Revision Date	SSMP Section	Approval Date	Description of Change/Revision/Activity	Initials
				To add a row, select this text and hit TAB[2]

[1] *Use this Change Log to document any edits/changes or action items as they are identified and document when they are completed.*
[2] *To add additional table rows, insert your curser into the bottom right cell of the table and hit the tab button. The table will continue on the next page.*

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City of Suisun City
Attn: Nouae Vue
Public Works Director/City Engineer
701 Civic Center Rd.
Suisun City, CA 94585

Dear Mr. Vue,

We are pleased to present the new 2025 Sewer System Management Plan (SSMP) Update developed in partnership with the City of Suisun City's management. The 2025 Update meets and exceeds compliance with the WDR (State Water Board, Water Quality Order No. 2022-0103-DWQ, Attachment D-10 and Specifications 5.4). The 2025 SSMP has been completely revised to harmonize with industry standard guidelines and incorporates the City's latest SSMP Audit findings.

The 2025 SSMP is a declaration of what the City is doing to demonstrate full compliance with the WDR. Attachment A of the WDR (page A-4), states "A sewer system management plan is a living document an Enrollee develops and implements to effectively manage its sanitary sewer system(s) in accordance with this General Order". We suggest that the City review the SSMP on a regular basis, and as required by the WDR, continuously document changes to its SSMP in a change log attached to the Plan.

We look forward to assisting the City wherever necessary to fully implement the new 2025 SSMP Update.

Sincerely,

Jim Fischer

James Fischer, P.E.
Principal, Fischer Compliance LLC
Credentialed U.S. EPA NPDES Compliance Inspector

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Introduction

This Sewer System Management Plan (SSMP) or "Plan" has been prepared for the City of Suisun (City) with technical assistance from Fischer Compliance LLC with the goal of meeting and exceeding compliance with the State Water Resources Control Board 2022 General Waste Discharge Requirements, Order No. WQ 2022-0103-DWQ for Sanitary Sewer Systems (referred to throughout this document as the WDR). The City provided all details, information and institutional insights for preparation of the SSMP. The document has been developed to meet the size, scale, and complexity of the City, serving as a "living document" used as a tool for managing and operating the City's sanitary sewer collection system. Additionally, the latest 2024 Sewer System Management Plan Guidance Manual published by the Bay Area Clean Water Agencies (BACWA) was utilized as a model for development of the document to harmonize formatting/content and incorporate recommended suggested guidance wherever possible.

The City's commitment to meeting regulatory requirements, along with its proactive approach to operation and management of the collection system, has served it well, as evidenced by the system's performance relative to other agencies in the region and the state.

Figure 1 provides key spill metrics, including data comparing the City's spill record with state and regional system data for the ten-year period of October 2015 through October 2025. The City consistently performs better than both statewide and regional spill rate indices and net spill volumes for all categories of spills.

General Information

Region	Place ID	Place Name	CS Category	Place Address	Place County
2	631042	Suisun City CS	Municipal(Public)	701 Civic Center Suisun City CA 94585	Solano

Collection System Spill Summary

Operational Indices: Suisun City CS

Spill Rate Indice (spills/100mi/yr)							
	Category 1			Category 2		Category 3	
	Main System	Laterals	Other	Main System	Other	Main System	Other
Suisun City CS	0.0	N/A	0.0	0.0	0.0	0.0	0.0
State Municipal(Public) Average	1.54	N/A	0.48	0.68	0.76	2.33	0.39
Region Municipal Average	2.49	N/A	0.4	0.75	0.39	4.13	0.63

Net Volume Spills Indice (gallons/1000 Capita/yr)							
	Category 1			Category 2		Category 3	
	Main System	Laterals	Other	Main System	Other	Main System	Other
Suisun City CS	0.0	N/A	0.0	0.0	0.0	0.0	0.0
State Municipal(Public) Average	2318.52	N/A	6115.85	268.39	6381.19	32.52	13.74
Region Municipal Average	-377.38	N/A	663.73	66.62	2111.94	71.96	33.85

Figure 1 – Collection Spill Summary: Operational Indices for City with State and Regional Data

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SSMP Organization

This SSMP is organized into eleven (11) core Elements following Attachment D of the WDR, with inclusion of applicable Specifications requirements.

Each individual Element in the SSMP includes the following technical contents.

1. Requirements – Provides the actual description of applicable requirements in the WDR.
2. Compliance – Describes the City's approach to complying with the WDR requirements.
3. Effectiveness – As measured by Key Performance Indicators (KPIs.)
4. Implementation – Demonstrates how the City will ensure the SSMP will be carried out as described.
5. Resilience – Demonstrates the resilience that is addressed in the SSMP and built-in to the City's collection system and procedures.
6. Appendix Inclusions – Lists the items included in the Appendix for each SSMP Element, if any.

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Abbreviations and Acronyms

BMP	Best Management Practices
CCTV	Closed Circuit Television
CIP	Capital Improvement Program
CIPP	Cured in Place Pipe
CIWQS	California Integrated Water Quality System (State Water Board Online Spill Database)
CMMS	Computerized Maintenance Management System
District	Fairfield-Suisun Sewer District
EPA	US Environmental Protection Agency
FSSD	Fairfield-Suisun Sewer District
FOG	Fats, Oils and Grease
FSE	Food Service Establishment
GCD	Grease Control Device
GIS	Geographic Information System
I & I	Inflow and Infiltration
Legal	City Legal Staff
LRO	Legally Responsible Official
MA	City's Public Works Department Management Analyst
PWD	City's Public Works Director/City Engineer
RWQCB	Regional Water Quality Control Board
SCADA	Supervisory Control and Data Acquisition
SERP	Spill Emergency Response Plan
SOP	Standard Operating Procedure
SSMP	Sewer System Management Plan
Spill	Sanitary Sewer Spill
Sup	City's Public Works Superintendent
SWRCB	State Water Resources Control Board
WDID	Waste Discharge ID Number (CIWQS)
WDR	Sanitary Sewer Systems General Wastewater Discharge Requirements Order issued by the State Water Board (Order No. 2022-0103-DWQ)

Table 2 – Abbreviations and Acronyms

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1. Goal and Introduction

WDR REQUIREMENTS

Att. D-1 (pg. D-2)

"The goal of the Sewer System Management Plan (Plan) is to provide a plan and schedule to: (1) properly manage, operate, and maintain all parts of the Enrollee's sanitary sewer system(s), (2) reduce and prevent spills, and (3) contain and mitigate spills that do occur.

The Plan must include a narrative Introduction section that discusses the following items:"

1.1. Regulatory Context

WDR REQUIREMENTS

Att. D-1.1 (pg. D-2)

"The Plan Introduction section must provide a general description of the local sewer system management program and discuss Plan implementation and updates".

COMPLIANCE

The City is committed to fully implementing the WDR which includes addressing all requirements by integrating a wide range of programs specifically designed for ensuring the integrity and efficiency of the City's sanitary sewer collection system. Moreover, the City is dedicated to maintaining its collection system in a systematic manner by implementing various work programs, with a focus on critical areas, to prevent spills, allowing for a comprehensive approach to maintenance.

The City and the Fairfield-Suisun Sewer District (District) jointly operate and maintain the City's wastewater collection system. The City is responsible for sewer lines 10" in diameter or less, while the District maintains all sewer lines 12" or greater and pump stations. The City's work programs include pipe cleaning and manhole inspections. Work programs are described in more detail in Specifications 5.19 – Operation and Maintenance of this SSMP.

By prioritizing proactive measures and taking a comprehensive approach, the City is well-equipped with a proven track record of effectively operating its sanitary sewer collection system with the highest levels of service and reducing/eliminating sewage spills.

EFFECTIVENESS

N/A

IMPLEMENTATION PLAN/SCHEDULE

N/A

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1.2. SSMP Update Schedule

WDR REQUIREMENTS

Att. D-1.2 (pg. D-3)

"The Plan Introduction section must include a schedule for the Enrollee to update the Plan, including the schedule for conducting internal Audits. The schedule must include milestones for incorporation of activities addressing prevention of sewer spills."

COMPLIANCE

The City utilizes the State Water Board's online lookup tool to ensure compliance with all required due dates for updating its SSMP and completing its required SSMP Audits (see chart below). The City completed the most recent Audit, for the period of August 2, 2021 through August 2, 2024 in April 2025. The Audit has been uploaded to CIWQS.

Sewer System Management Plan & Subsequent Update Due Dates					
System Name	WDID Number	Original Plan Required Due Date	Required Plan Update Due Date	Required Plan Update Due Date	Required Plan Update Due Date*
Suisun City CS	2SSO10199	8/2/2009	8/2/2014	8/2/2019	8/2/2025

Audit Due Dates								
System Name	WDID Number	Original Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	Required Plan Audit Due Date	End of Required 3-Year Audit Period**
Suisun City CS	2SSO10199	8/2/2011	8/2/2013	8/2/2015	8/2/2017	8/2/2019	8/2/2021	8/2/2024

Figure 2 – Sewer System Management Plan, Subsequent Update and Audit Due Dates

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are SSMP Audits and SSMP Updates being performed as scheduled?
- Has the SSMP been approved by the governing board on the required schedule (i.e., every six years)?
- Are specific internally established sewer program milestones being monitored?

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IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD*	SUP*	MA*
1.2.1	Prepare for next SSMP Audit	Begin 5/2/2027		X	X
1.2.2	Complete and upload next SSMP Audit	By 11/2/2027	X	X	X
1.2.3	Incorporate Audit findings, update Change Log and Update SSMP	Begin after completion of SSMP Audit	X	X	X
1.2.4	Prepare for next SSMP Audit	Begin 5/2/2030		X	X
1.2.5	Complete and upload next SSMP Audit	By 11/2/2030	X	X	X
1.2.6	Incorporate Audit findings, update Change Log and Update SSMP	Begin after completion of SSMP Audit	X	X	X
1.2.7	Prepare for next SSMP Update	Begin 2/2/2031	X	X	X
1.2.8	City Council approval deadline for next SSMP Update; upload to CIWQS.	By 8/2/2031	X	X	X

PWD* = Public Works Director/City Engineer
SUP*= Public Works Superintendent
MA*= Public Works Department Management Analyst

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1.3. Sewer System Asset Overview

WDR REQUIREMENTS

Att. D-1.3 (pg. D-3)

"The Plan Introduction section must provide a description of the Enrollee-owned assets and service area, including but not limited to:

- *Location, including county(ies);*
- *Service area boundary;*
- *Population and community served;*
- *System size, including total length in miles, length of gravity mainlines, length of pressurized (force) mains, and number of pump stations and siphons;*
- *Structures diverting stormwater to the sewer system;*
- *Data management systems;*
- *Sewer system ownership and operation responsibilities between Enrollee and private entities for upper and lower sewer laterals;*
- *Estimated number or percentage of residential, commercial, and industrial service connections; and*
- *Unique service boundary conditions and challenge(s).*

Additionally, the Plan Introduction section must provide reference to the Enrollee's up-to-date map of its sanitary sewer system, as required in section 4.1 (Updated Map of Sanitary Sewer System) of this Attachment."

COMPLIANCE

The City of Suisun City (City) is in Solano County and encompasses approximately 4 square miles.

The City and the Fairfield-Suisun Sewer District (District) jointly operate and maintain the City's wastewater collection system. The District owns and operates the trunk sewer system (all 12-inch diameter and larger pipes), the major pump stations, and the force mains that convey wastewater to the treatment plant on Chadbourne Road in Fairfield. Figure 3, below, is a map of the FSSD service area, including the location of Suisun City.

The City owns and operates approximately 68 miles of small gravity sewer mains that are 10 inches or less in diameter. The City does not own or operate any force mains or pump stations. The City's sewer system serves approximately 29,518 people in the service area shown in Figure 4, below. Most of the pipelines for which the City is responsible are 6 to 8 inches in diameter, were constructed from 1980 to 2019, and are mainly PVC. Specific details regarding the portion of the gravity sewer system for which the City is responsible for are found in Appendix 1.

The City's collection system does not include any siphons or stormwater diversion structures.

The City currently manages its collection system data using Excel spreadsheets, assigning work schedules manually based on the District's priorities and a predetermined cleaning schedule for different zones within the City. However, the City is in the process of transitioning to the Cartegraph CMMS software, which will pre-populate work assignments for improved efficiency and tracking. The District provides CCTV inspections within the City using WinCAN software.

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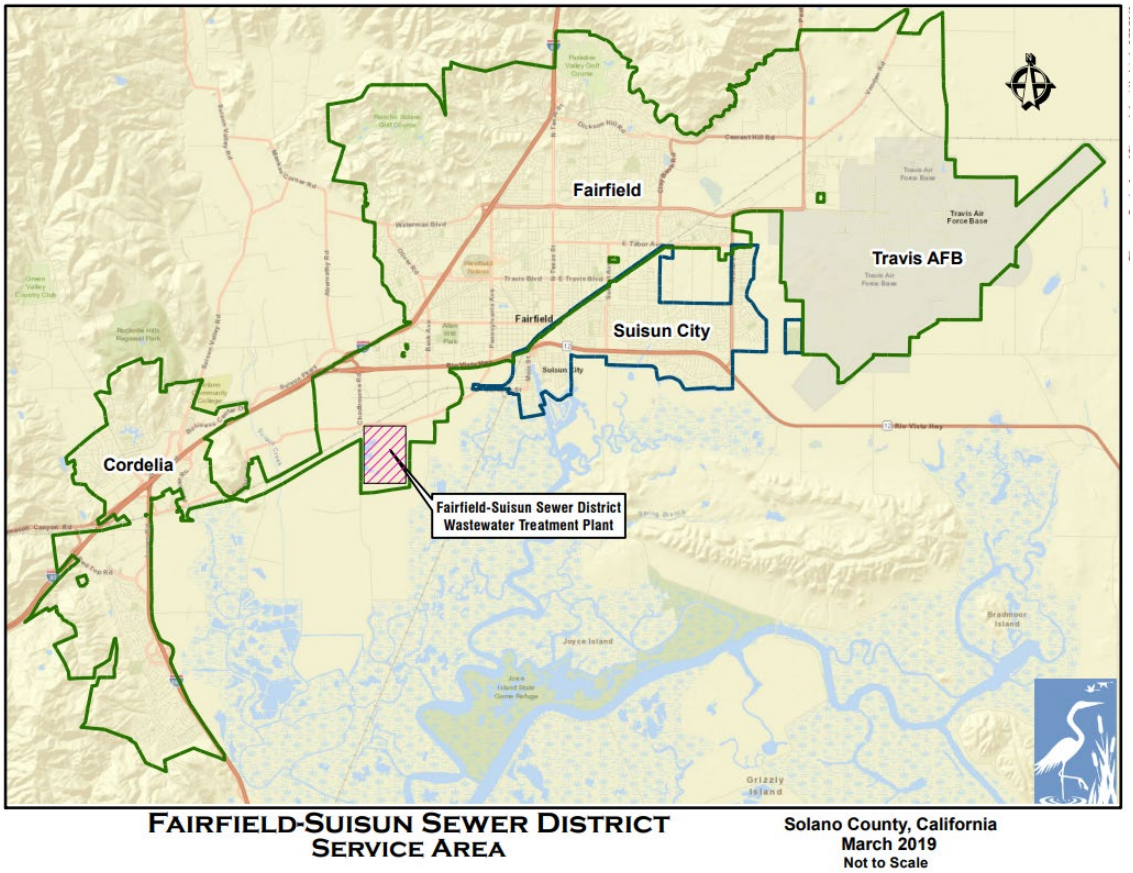

Figure 3 – City Vicinity Map and Service Area

There are approximately 8,593 service laterals connected to the system. The City owns or operates approximately 8,030, or 35 miles, of these laterals. Although not codified in the Municipal Code, the City's perspective is that sewer laterals are primarily the responsibility of the homeowner. If the homeowner has a private cleanout (not city-approved), they are responsible for lateral repairs from the building to the public sewer main. However, if the homeowner has a city-approved cleanout, then the City is responsible for the lower lateral from the city-approved cleanout to the public sewer main. This division of responsibility is depicted on a District graphic. In addition, the City's Design Standards (discussed in Section 5.1) require a back-of-sidewalk cleanout, located in the City's right-of-way, for all service laterals.

The percentage of residential, commercial, and industrial service connections is shown in Table 3, below.

Overall, the City is in a good position to maintain its collection system. The City has two unique challenges. The first is the need to coordinate with the City of Fairfield and Travis Air Force Base regarding the District's treatment plant. This is accomplished, in part, by the fact that the City Councils of Suisun City and Fairfield sit as the governing body of the District. The second challenge is that the City is adjacent to Suisun Marsh, with an average elevation of 7' above sea level. The City is a partner to the Solano Bayshore Resiliency Roundtable which is aimed at addressing the impacts of sea level rise and building regional climate resilience.

The City relies on the District to maintain maps of the sanitary sewer system. As stated in the District's 2025 SSMP: "The District uses GIS to maintain up-to-date maps of its sanitary sewer system. GIS contains gravity line segments and manholes, pump and lift stations, pressure pipes and valves, as well as other relevant information for both FSSD assets, as well as the assets of satellite systems. The District coordinates

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with the Cities and exchanges GIS related information on an annual basis. Updated maps can be provided to the Regional or State Water Board in electronic or hard copy format as required."

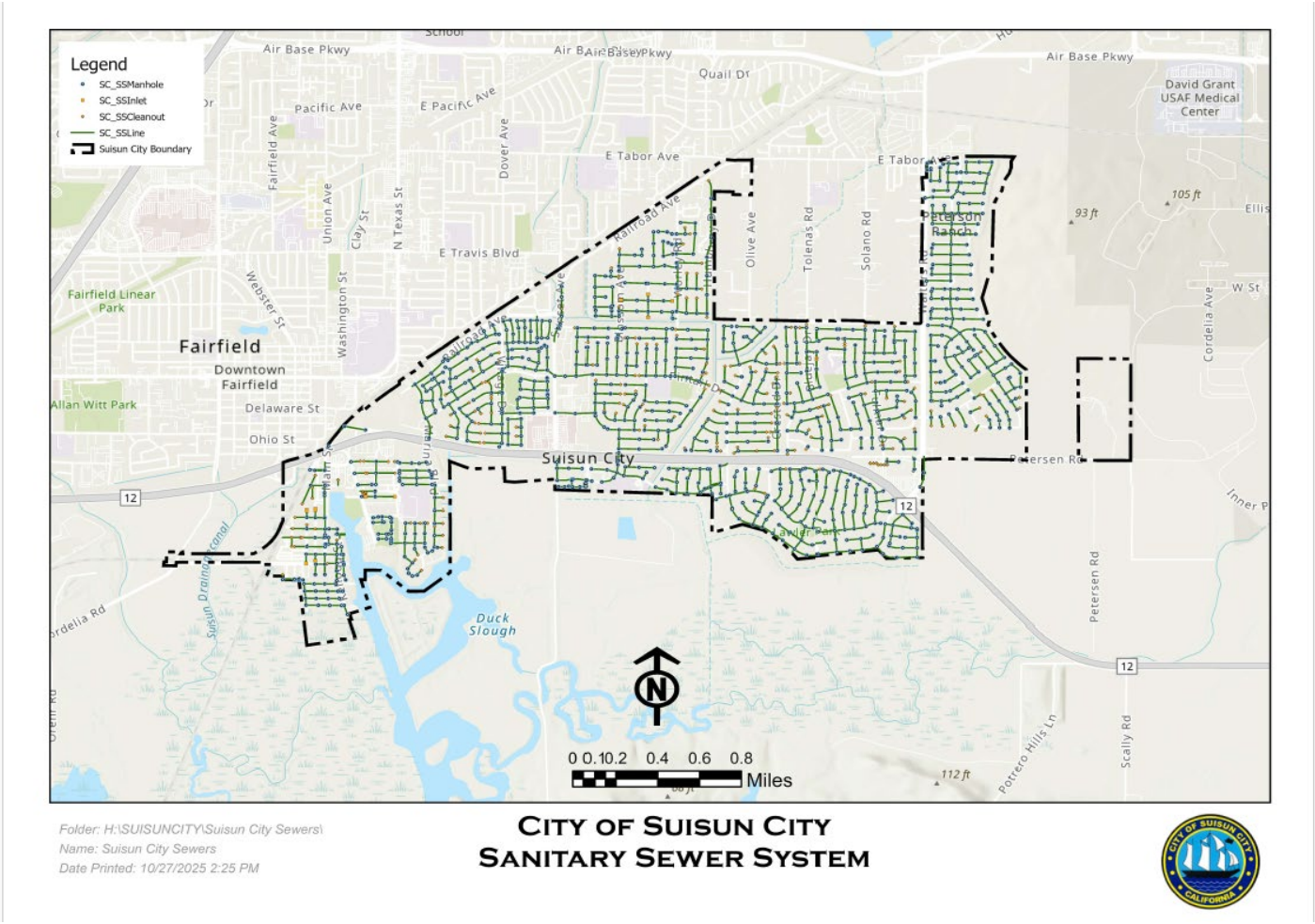

Figure 4 – City's Sewer Collection System

Use Type	Number
Single residential	8,155
Multiple residential	114
Single, multiple commercial and churches	154
Landscape and hydrants	163
Public facilities	7
Total	8,593

Table 3 – City Sewer Connection Flow Classifications and Connections Data

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EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are asset statistics periodically reviewed and updated as necessary?
- Are omissions or errors addressed in a timely manner?
- Are system maps up to date?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
1.3.1	Review City-owned asset statistics and Element description; update as necessary.	At the beginning of the Audit cycle and when significant changes have been made.	X	X	X
1.3.2	Notify District of need to update maps.	Within 30 days of submittal of completion of development project		X	

RESILIENCE

Resilience is addressed in Element 1 by:

- Implement a system for collecting and managing asset data.
- Redundancy: More than one member of staff is trained and able to retrieve and manage the data.
- Implementing a QA/QC process to help ensure information is accurate.
- Using an Excel database to ensure that timely compliance with deadlines is met.

APPENDIX 1 INCLUSIONS:

- 1.1 Gravity Sewer System Specific Details (size, age)

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Specifications 5.2 – SSMP Development and Implementation

WDR REQUIREMENTS

Specification. 5.2 (pg. 18)

"To facilitate adequate local funding and management of its sanitary sewer system(s), the Enrollee shall develop and implement an updated Sewer System Management Plan. The scale and complexity of the Sewer System Management Plan, and specific elements of the Plan, must match the size, scale, and complexity of the Enrollee's sanitary sewer system(s). The Sewer System Management Plan must address, at minimum, the required Plan elements in Attachment D (Sewer System Management Plan – Required Elements) of this General Order. To be effective, the Sewer System Management Plan must include procedures for the management, operation, and maintenance of the sanitary sewer system(s). The procedures must: (1) incorporate the prioritization of system repairs and maintenance to proactively prevent spills, and (2) address the implementation of current standard industry practices through available equipment, technologies, and strategies."

COMPLIANCE

The City's current Sewer System Management Plan (SSMP) has been updated to meet the requirements of Order WQ 2022-0103-DWQ and addresses the required Elements. The SSMP addresses management, operations and maintenance procedures specific to the City's collection system. The City maintains a proactive O&M program to operate its system and identify defects, which are then prioritized for repair, replacement, rehabilitation, or placed on modified maintenance schedules. (See Elements 4 and 8 and Specifications 5.19 of this SSMP for more detail.)

The City keeps up with current industry standards, technology and best practices by reviewing industry periodicals, networking, attending training classes, and attending industry conferences and workshops. The City evaluates emerging practices, equipment and technologies for possible implementation to enhance sewer operations.

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Specifications 5.7 – Allocation of Resources

WDR REQUIREMENTS

Specification. 5.7 (pg. 22)

"The Enrollee shall comply with the following requirements:

- *Establish and maintain a means to manage all necessary revenues and expenditures related to the sanitary sewer system; and*
- *Allocate the necessary resources to its sewer system management program for:*
- *Compliance with this General Order,*
- *Full implementation of its updated Sewer System Management Plan,*
- *System operation, maintenance, and repair, and*
- *Spill responses."*

COMPLIANCE

Suisun City residents pay for both local (Suisun City) and general (Fairfield-Suisun Sanitary District) sewer services. The local charge reflects the City's operation and maintenance costs for sewer lines 10" or less in diameter, while the general charge reflects District's operation and maintenance costs for the larger sewer lines and the wastewater treatment plant. These charges are combined into one bill, issued and collected by the City.

Section 8.4.2 of the District's 2025 SSMP describes how Operating and Maintenance (O&M) costs are determined: "The District sets sewer rates, or Sewer Service Charges, for the entire service area. Under an agreement with the cities of Fairfield and Suisun City, both cities collect all Sewer Service Charges for the District and transfer those funds to the District on a monthly basis. Each month, the District remits funds to the Cities to help cover the cost of maintaining local sewer lines that are 10-inches or smaller. The amount is based on the length of each city's sewer system and adjusted yearly for inflation".

The District also assesses Sewer Capacity Charges which are one-time fees charged to new or expanded connections to the sewer system. The City collects the Sewer Capacity Charges on behalf of the District.

Every five years the District works with an independent consultant to complete a Cost of Service and Rate Study which reviews and analyzes the District's historical and budgeted operating costs, multi-year capital program, outstanding debt service obligations, financial plans and policies, and operating and capital reserve targets. The 2022 Sewer Rate and Capacity Charge Study is found on the District's website.

Prior to 2022, the City only received funding for emergency repairs to its portion of the sewer collection system. However, the current sewer rates include funds for proactive repairs. As further discussed in Section 8.4, the City now receives over $1,000,000/year from the District for capital improvement projects on its sewer system.

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Provisions 6.1 – Enforcement Provisions

WDR REQUIREMENTS

Provisions 6.1 (pg. 27)

"The following enforcement provisions are based on existing federal and state regulations, laws and policies, including the federal Clean Water Act, the state Water Code and the State Water Board Enforcement Policy."

COMPLIANCE

The City is aware of the consequences for noncompliance including associated penalties for violations. The City maintains a proactive stance with full implementation of its SSMP.

Noncompliance with requirements of this General Order or discharging sewage without enrolling in this General Order constitutes a violation of the Water Code and a potential violation of the Clean Water Act and is grounds for an enforcement action by the State Water Board or the applicable Regional Water Board. Failure to comply with the notification, monitoring, inspection, entry, reporting, and recordkeeping requirements may subject the City to administrative civil liabilities of up to $10,000 a day per violation pursuant to Water Code section 13385; up to $1,000 a day per violation pursuant to Water Code section 13268; or referral to the Attorney General for judicial civil enforcement. Discharging waste not in compliance with the requirements of this General Order or the Clean Water Act may subject the City to administrative civil liabilities up to $10,000 a day per violation and additional liability up to $10 per gallon of discharge not cleaned up after the first 1,000 gallons of discharge; up to $5,000 a day per violation pursuant to Water Code section 13350 or up to $20 per gallon of waste discharged; or referral to the Attorney General for judicial civil enforcement.

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Provisions 6.3 – Sewer System Management Plan Availability

WDR REQUIREMENTS

Provisions 6.3 (pg. 31)

> *"The Enrollee's updated Sewer System Management Plan must be maintained for public inspection at the Enrollee's offices and facilities and must be available to the public through CIWQS and/or on the Enrollee's website, in accordance with Section 3.8 (Sewer System Management Plan Reporting Requirements) of Attachment E1 (Notification, Monitoring, Reporting and Recordkeeping Requirements) of this General Order."*

COMPLIANCE

The City maintains a paper copy of the SSMP in its offices which can be made available for inspection during regular business hours. The City also published its 2014 SSMP on the City's website at the Public Works Sewer and Wastewater page. After City Council approval, the City will upload the 2025 SSMP to the same location on its website.

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2. Organization

WDR REQUIREMENTS

Att. D-2 (pg. D-3)

"The Plan must identify organizational staffing responsible and integral for implementing the local Sewer System Management Plan through an organization chart or similar narrative documentation that includes:

- *The name of the Legally Responsible Official as required in section 5.1 (Designation of a Legally Responsible Official) of this General Order;*
- *The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific Sewer System Management Plan Element;*
- *Organizational lines of authority; and*
- *Chain of communication for reporting spills from receipt of complaint or other information, including the person responsible for reporting spills to the State and Regional Water Boards and other agencies, as applicable. (For example, county health officer, county environmental health agency, and State Office of emergency Services.)"*

COMPLIANCE

The above items are addressed in order below:

Authorized Representative:

The City's Legally Responsible Official in all wastewater collection system matters is the Public Works Director/City Engineer, Nouae Vue. Mr. Vue is authorized to certify and submit electronic and non-electronic spill reports for the SWRCB and any other appropriate government agencies. Mr. Vue meets the requirements set forth in Specifications 5.1 of the WDR.

The Public Works' Management Analyst is also authorized to act in the absence of the Public Works Director. The Public Works Management Analyst is also authorized to submit SSO reports to the appropriate government agencies.

The Public Works Superintendent is authorized to act in the Public Works Director's absence. The Public Works Streets Department Supervisor/Senior Maintenance Worker is also authorized to submit SSO reports to the appropriate government agencies.

Responsible Person Contact Information:

The position titles, telephone numbers, and email addresses for management, administrative, and maintenance positions responsible for implementing specific SSMP Elements are found in the Table below.

Responsible Position Contact Information

Responsible Position Contact Information	Phone	Email
Public Works Director (Nouae Vue)	(707) 421-7316	nvue@suisun.com

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Management Analyst (Amanda Dum)	(707) 421-7345	adum@suisun.com
Senior Engineer (Nick Lozano)	(707) 421-7344	nlozano@suisun.com
Public Works Superintendent (Jim Herrod)	(707) 580-0625	jherrod@suisun.com
Associate Engineer (Maribel De La Cruz)		mdelacruz@suisun.com
Public Works Supervisor (Vacant)		
Public Works Senior Maintenance Worker (Napoleon Diaz)	(707) 580-0626	ndiaz@suisun.com

Table 4 – Responsible Position Contact Information

Implementation Responsibilities

The positions responsible for implementing each section of the SSMP are found in Table 5 below.

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Sewer System Management Plan Elements	Responsible Position
1. SSMP Plan, Goal and Introduction	Public Works Director or designee
1.1. Regulatory Context	Public Works Director or designee
1.2. SSMP Update Schedule	Public Works Director or designee
1.3. Sewer System Asset Overview	Public Works Director or designee
2. Organization	Public Works Director or designee
3. Legal Authority	Consulting City Attorney
4. Operations and Maintenance Program	Public Works Director or designee
4.1. Updated maps of Sanitary Sewer System	Public Works Director or designee
4.2. Preventive Operation & Maintenance	Public Works Director or designee
4.3. Training	Public Works Director or designee
4.4. Equipment Inventory	Public Works Director or designee
5. Design/Performance	Public Works Director or designee
5.1. Updated Design Criteria & Construction Standards	Public Works Director/City Engineer
5.2. Procedures and Standards	Public Works Director/City Engineer
6. Spill Emergency Response Plan	Public Works Director or designee
7. Sewer Pipe Blockage Program	Public Works Director or designee
8. System Eval, Capacity Assurance, Capital Imp.	Public Works Director or designee
8.1. System Evaluation and Condition Assessment	Public Works Director or designee
8.2. Capacity Assessment and Design Criteria	Public Works Director or designee
8.3. Prioritization of Corrective Action	Public Works Director or designee
8.4. Capital Improvement Plan	Public Works Director or designee
9. Monitoring, Measurement & Program Modifications	Public Works Director or designee
10. Internal Audits	Public Works Director or designee
11. Communication Program	Public Works Director or designee

Table 5 – Implementation Responsibilities

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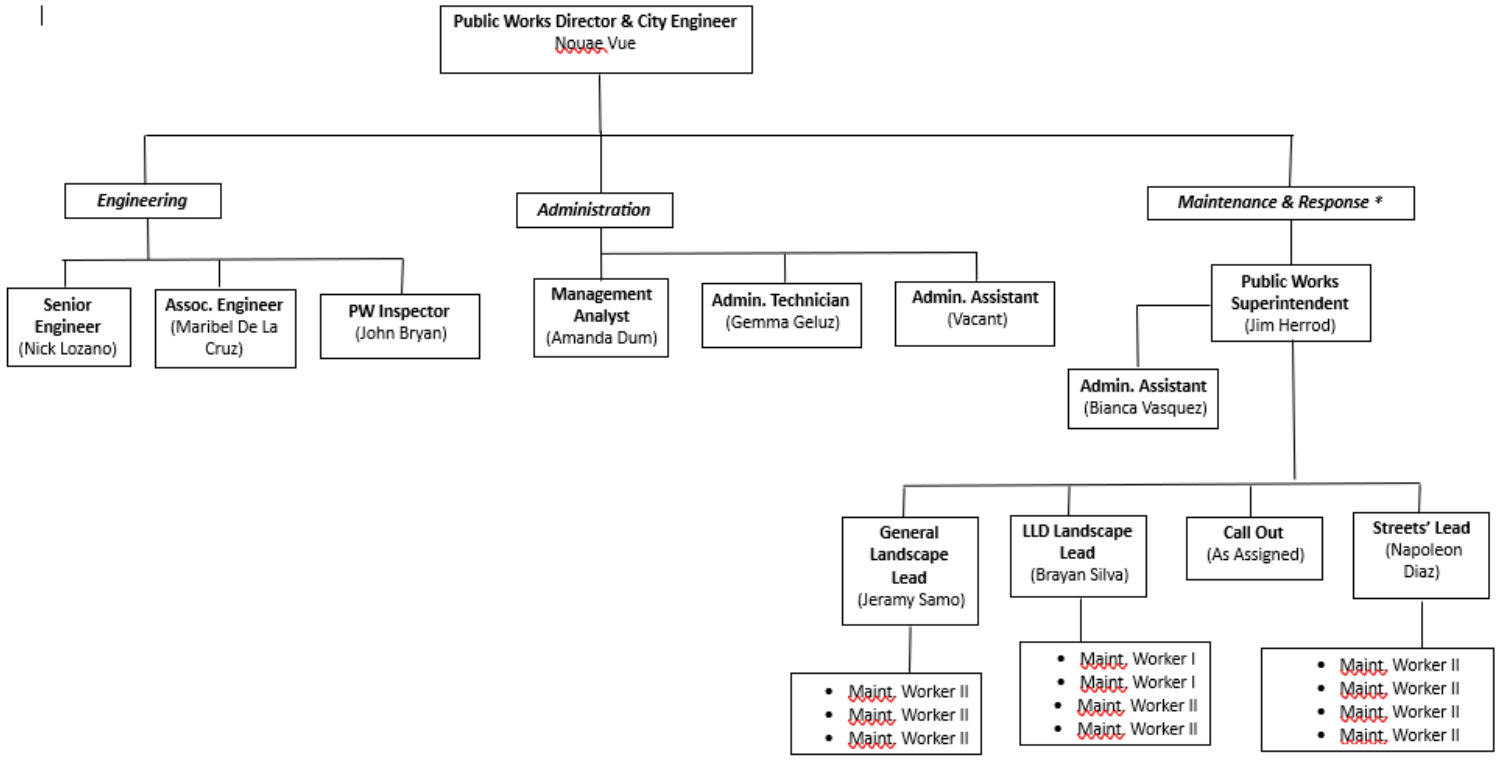
2.1. Organizational Chart

The following chart depicts the overall organization of the City's Public Works Department.



**NOTE: The Public Works Maintenance Division includes a Building Maintenance Worker for City facilities and a Building Maintenance Worker for the City's Train Depot. Neither position responds to SSOs. In the event on an SSO, they would contact PWM*

Figure 5 – City Organization Chart

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2.2. Organizational Staffing Responsibilities

The City's organizational lines of authority and staffing are as follows:

Public Works Director/City Engineer

Under general administrative direction of the City Manager, plans, directs, manages, and oversees the activities and operations of the Public Works Department including engineering, street maintenance, pavement management program, street lighting, assessment districts, storm drainage, collection system, and equipment maintenance and procurement; facilitates, develops, and implements short and long term goals for the department; coordinates assigned activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

Public Works Superintendent

Under administrative direction of the Public Works Director/City Engineer, directs, manages, supervises, and coordinates the activities and operations of the Maintenance Division within the Public Works Department including operation, maintenance, and repair services and activities related to streets, sidewalks, storm drains, wastewater collection system, and streetlights and traffic control devices; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Public Works Director/City Engineer.

Public Works Supervisor

Under general direction of the Public Works Superintendent, supervises, assigns, reviews, and participates in the work of staff responsible for performing a variety of semi-skilled and skilled duties involved in the maintenance, repair, and construction of public works systems including streets, sidewalks, street lights, traffic signals, collection systems, and assessment districts; ensures work quality and adherence to established policies and procedures; and performs the more technical and complex tasks relative to assigned area of responsibility.

Senior Maintenance Worker

Under general supervision, leads and performs a variety of skilled maintenance, repair and construction work in the completion of maintenance and construction activities and operations of assigned division including streets, traffic signals, street lights, recreation/parks facilities, landscape areas, collection systems, and other public facility maintenance; operates maintenance and construction tools and equipment; performs a variety of maintenance tasks relative to assigned area of responsibility.

Maintenance Worker I and II

Maintenance Worker I – This is the entry-level class in the Maintenance Worker series. This class is distinguished from the Maintenance Worker II by the performance of the more routine tasks and duties assigned to positions within the series including less complex duties. Since this class is typically used as a training class, employees may have limited or no directly related work experience. Advancement to the "II" level is based on demonstrated proficiency in performing the assigned functions, the completion of the minimum experience and education requirements for the "II" level and is at the discretion of higher level supervisory or management staff.

Maintenance Worker II – This is the full journey-level class within the Maintenance Worker series. Employees within this class are distinguished from the Maintenance Worker I by the performance of the full range of duties as assigned including the performance of the more complex duties. Employees at this level receive only occasional instruction or assistance as new or unusual situations arise and are fully aware of the operating procedures and policies of the work unit. Positions in this class are flexibly staffed

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and are normally filled by advancement from level I, or when filled from the outside, require prior experience.

Associate/Senior Associate Engineer

Under supervision (Assistant Engineer), general supervision (Associate Engineer), or minimal supervision (Senior Associate Engineer), performs professional level duties in support of the City's engineering services and activities including the design, evaluation and construction of street, traffic controls, landscaping, parks, storm drains, sewer, and other public work projects; serves as a project manager on Capital Improvement Projects; reviews engineering reports, drawings, specifications and calculations for buildings, structures, streets, sewers and other public works facilities to ensure compliance with current industry practices, codes, regulations and ordinances; and responds to questions and inquiries from the general public, developers, contractors, engineering professionals, and City staff regarding engineering and development projects

Management Analyst II

The Management Analyst I/II classes are responsible to perform a wide variety of analytical and administrative duties in support of assigned functions, operations, department, and/or division including special projects, research studies, budget analysis and other specialized functions; coordinate and perform a variety of contract and grant administration duties; prepare various reports to improve the efficiency and effectiveness of operations; coordinate assigned activities with other departments, divisions, outside agencies, and the general public; and provide information and assistance to the public regarding assigned programs and services.

Administrative Assistant

Under direction of assigned management or supervisory staff, performs a wide variety of responsible office support and administrative, technical, programmatic, and secretarial duties; exercising judgment and initiative. Relieves assigned staff of technical as well as general administrative details; and serves as a liaison with other City departments and staff, outside agencies, and the general public including information regarding department policies, procedures, and functions.

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2.3. Chain of Communication for Reporting Spills

The City is notified of a spill in multiple ways: observation by the public, observation by City staff during the normal course of their work, or notification by the District.

Public observation is the most common way that the City is notified of blockages and spills. Contact numbers and information for reporting sewer spills and backups are on the City's Public Works Sewer & Wastewater webpage. The website states "*If you notice a sewer failure, call the Police Dispatch Center immediately at 707-421-7373. Dispatchers are on duty 24/7 and will send the correct staff to address the issue*." City residents may also report problems through the "MyCivic" mobile app.

The public also reports sewer-related concerns to the District. The Report A Spill webpage provides telephone numbers for business hours and after hours.

The SSO chain of communication for responding to spills, Figure 6, is taken from the District's 2025 SSMP. The location of the spill (whether within City sewer pipes or District sewer pipes) determines the entity responsible for responding to the spill. If the City is responsible for the spill, the LRO or their designee reports the spill to the appropriate agencies and submits the spill report into CIWQS.

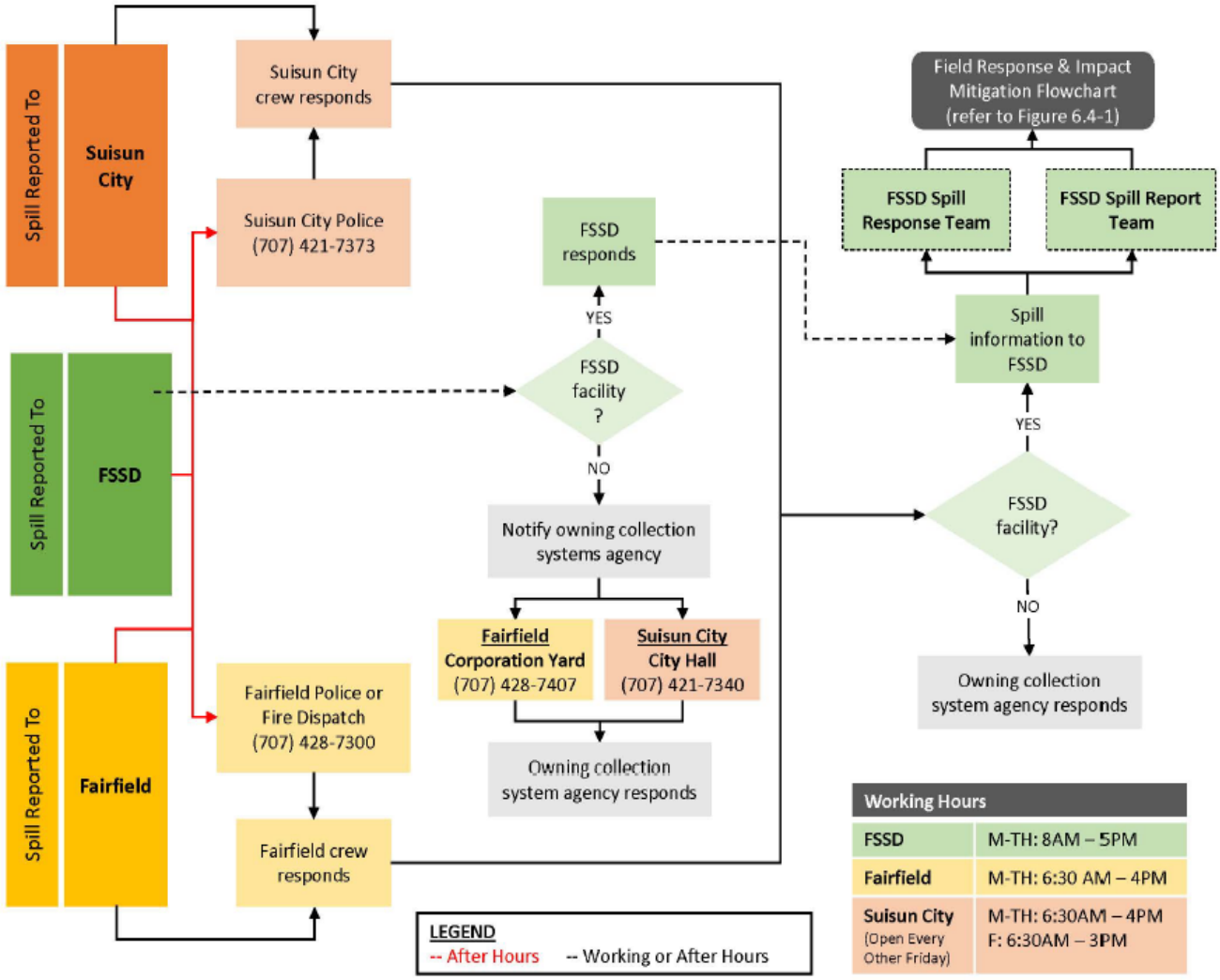

Figure 6 –Spill Chain of Communication

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EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have there been any changes requiring updates to the Organizational Chart?
- Have there been instances when a service call for a spill was not properly routed to response personnel?
- Were all spill response activities documented and forwarded to the LRO?
- Have there been any changes in assigned responsibilities for implementing the SSMP?
- Is there a process in place to ensure all contact information remains up to date?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
2.1	Review names, contact information and position responsibilities. Update as necessary.	Semi-Annually		X	X
2.2	Review Chain of Communication outcomes for all spill responses.	Each Spill Event		X	X
2.3	Review Organizational Chart for any changes. Update as necessary.	Semi-Annually			X

RESILIENCE

Resilience is addressed in Element 2 by:

- Ensuring that more than one person is capable and responsible for specific duties for SSMP implementation, e.g., back-up personnel.
- Designation of more than one LRO to help ensure full and continuous coverage of duties.
- Testing the phone notification system to ensure calls are received and routed to appropriate personnel.

APPENDIX 2 INCLUSIONS:

- None

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3. Legal Authority

WDR REQUIREMENTS

Att. D-3 (pg. D-4)

"The Plan must include copies or an electronic link to the Enrollee's current sewer system use ordinances, service agreements and/or other legally binding procedures to demonstrate the Enrollee possesses the necessary legal authority to:

- *Prevent illicit discharges into its sanitary sewer system from inflow and infiltration (I&I); unauthorized stormwater; chemical dumping; unauthorized debris; roots; fats, oils, and grease; and trash, including rags and other debris that may cause blockages;*
- *Collaborate with storm sewer agencies to coordinate emergency spill responses, ensure access to storm sewer systems during spill events, and prevent unintentional cross connections of sanitary sewer infrastructure to storm sewer infrastructure;*
- *Require that sewer system components and connections be properly designed and constructed;*
- *Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee;*
- *Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures; and*
- *Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable. "*

COMPLIANCE

The Suisun City Municipal Code describes the City's legal authority required for compliance with the WDR. That authority is specifically contained within Chapter 13.08- Discharges into Public Sewers. In addition, the Fairfield-Suisun Sewer District has adopted a 2017 Wastewater Discharge Ordinance which applies to all users of its POTW, which includes those who discharge into the City's portion of the sewer collection system.

The above items are addressed in order below:

Authority to prevent illicit discharges into the City's wastewater collection system.

The City's Municipal Code, Section 13.08.010-Prohibited waters and wastes, prohibits the discharge of certain wastes, including gasoline or fuels, hot waste, garbage that has not been shredded, low or high pH waste, noxious gas, garbage, fats, oils, grease, sludges, and toxic materials. Section 2.1.B -Specific Prohibitions of the District's Ordinance prohibits the discharge of similar items, as well as prohibits the discharge of stormwater, surface waters, roof runoff, subsurface drainage, and FOG to the sewer system.

The City's pre-planned collaboration and coordination with storm drain agencies.

The City owns and operates most of the storm drains within its boundaries and has a de facto legal authority to ensure access to these storm drains in the event of a wastewater spill. In addition, both Solano County and Caltrans own and operate storm drains within the City limits. The City has historically had good communications with the County, and the City is permitted to do work within their drains as necessary. If a spill were to occur within a County storm drain, the City would clean up the spill. To comply with the WDR requirement, the City will contact the County and Caltrans to discuss a mutual aid agreement to allow the City to respond to any wastewater spills which enter a County or Caltrans storm drain.

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Require that sewer system components and connections be properly designed and constructed.

Section 17.08.160-Improvement Design states, in part, that "The design and type of improvements shall conform to the city standard details and specifications approved and in use by the city for streets and facilities. Section 17.08.200-Improvement plans and inspections requires that (a) improvement work shall not begin until plans have been submitted and approved by the City engineer, and (b) improvements shall be constructed to the satisfaction of the City engineer.

Ensure access for maintenance, inspection, and/or repairs for portions of the service lateral owned and/or operated by the Enrollee.

Although not codified, the City's perspective is that homeowners are primarily responsible for maintaining sewer laterals. If the homeowner either does not have a private cleanout or has a private cleanout that has not been approved by the City, then the homeowner is responsible for lateral repairs and maintenance from the home all the way to the public sewer main. If the homeowner has a city-approved cleanout, then the City will assume responsibility for the lateral from the cleanout to the public sewer main. The City intends to update its Municipal Code to include this perspective.

Enforce any violation of its sewer ordinances, service agreements, or other legally binding procedures.

Chapter 1.08- General Penalty of the City's Municipal Code contains enforcement provisions, including monetary civil penalties. Section 10 of the District's Wastewater Discharge Ordinance also contains enforcement provisions, including violation notices, consent orders, compliance orders, cease and desist orders, fines, and termination of discharge. The City relies on the District's "sewer inspector" to act as the City's sewer inspector (Municipal Code Section 13.08.100- Sewer Inspector).

Obtain easement accessibility agreements for locations requiring sewer system operations and maintenance, as applicable.

Section 17.08.030-Easements states that "easements shall be required on all lots when necessary for public utilities or drainage." In addition, Section 5 of the *City of Suisun City Design Standards, Standard Specifications, and Details, 1996* includes a Right of Way Policy which states that "all public sewers shall be in easements or rights of way granted or dedicated for sewers or public use." (Additional discussion is found in Section 5 and Appendix 5.1 of this SSMP).

Potential Municipal Code Updates

The City's current practice of maintaining and rehabilitating, as necessary, the portion of service laterals located in the public right-of-way, if they have a cleanout at the property line, is undocumented. The City plans to update its Municipal Code to address this practice, provided that applicable design and construction standards are met. In addition, other sections of the City Municipal Code relating to the sewer system should be updated. The City will consider the updates found in the table below.

Topic	Updated and/or Additional Language to be Considered
Definitions	**"FOG"** – Fats, Oils, and Grease, including fats, oils, grease, waxes or other related constituents. FOG may be of vegetable or animal origin, including butter, lard, margarine, vegetable fats and oils, and fats in meats, cereals, seeds, nuts, and certain fruits. FOG may also be of mineral origin, including kerosenes, lubricating oil, and road oil. FOG in the wastewater collection system is generally present as, but need not be, a floatable solid, a liquid, a colloid, an emulsion, or in a solution.

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Definitions	**"Inflow/Infiltration or I/I"** – Waters other than sewage, including groundwater and stormwater, which enter into building and/or community sewers, either at points of direct connection to the system or through defects, including cracks, offset joints and so forth, in the sewer pipes.
Prohibition of Discharges	**FOG Disposal Prohibited.** No User shall dispose of any FOG, or cause any FOG to be disposed, by discharge into any drainage piping, by discharge into any community or lateral sewer, by discharge into any storm drainage system, or by discharge to any land, street, public way, river, stream, or other waterway, which causes the User's discharge to exceed the local limits set forth in Section 3.09. FOG from GRDs shall not be discharged into any community or lateral sewer.
Prohibition of Discharges	**Prohibitions on Unpolluted Water, Storm Drainage, Ground Water, and Inflow or Infiltration.** Storm water, ground water, rain water, street drainage, subsurface drainage or yard drainage, or any other I/I or extraneous water shall not be discharged through direct or indirect connections to a community or lateral sewer unless a permit is issued by the City or the Fairfield-Suisun Sewer District. Unpolluted water, including but not limited to cooling water, process water or blow-down from cooling towers or evaporative coolers, or diatomaceous earth filter backwash shall not be discharged through direct or indirect connection to a community sewer unless a permit is issued by the City or the Fairfield-Suisun Sewer District. The City or the Fairfield-Suisun Sewer District may approve such discharge only when no reasonable alternative is available, where such water is determined to cause a pollution hazard if not discharged to the sewer, or when such alternative, in the determination of the City or the Fairfield-Suisun Sewer District, is unacceptable.
Authority to Inspect	The City and its designated agents shall have the authority to inspect the premises of any person discharging waste to the City's wastewater collection system, including, but not limited to, lateral sewers, any areas or points of sampling, discharge, process, storage, and/or any other areas as deemed reasonable and necessary by the City to document the person's compliance with the requirements of this Wastewater Discharge Ordinance.
Maintenance Responsibility	**Maintenance of Lateral Sewers, Cleanouts and Connections.** All lateral sewers from the building wall to the connection to the community sewer are the property of the owner of the connected building. All property owners whose properties are connected to a community sewer by a lateral sewer, and whose lateral sewer is equipped with an approved cleanout located at or near the property line, shall at their own expense maintain the upper lateral sewer in a fully functioning condition and ensure the lateral sewer is free of cracks, leaks, inflow or infiltration of extraneous water, root intrusion or open joints. All property owners whose properties are connected to a community sewer by a lateral sewer, but whose lateral sewer is not equipped with an approved cleanout at or near the property line, shall at their own expense maintain the entire lateral sewer in similar fully functioning condition. Property owners shall

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	ensure that laterals drain freely between the building and the community sewer, including the cleanout where applicable, without excessive sags that collect grease and sediment. A cleanout and an overflow device approved by the director of public works shall be installed and maintained, at the sole expense of the property owner, on all new lateral sewers, or existing lateral sewers found, by the sole interpretation of the City, to have a blockage history or accelerated line maintenance. The cleanout shall be located within the City right-of-way in conformance with City Standard Details.
Requirement to Insall and Maintain Grease Interceptors	(a) The owner of every newly constructed, remodeled, or converted commercial or industrial facility with one or more grease generating activities, including food service establishments with new or replacement kitchens, shall install or cause to be installed a grease interceptor for each grease generating activity, of a size equal to or greater than the minimum size meeting the definition of "grease interceptor," as defined in the currently adopted edition of the Uniform Plumbing Code. In no case shall any grease interceptor flow less than twenty gallons per minute (gpm). The installation of new garbage disposals in any commercial or industrial facility is prohibited. (b) The owner of every commercial or industrial generator of grease, including food service establishments, serviced by a sewer collection line found to have a grease blockage, a history of grease blockage, or accelerated line maintenance resulting from grease disposal, shall install or cause to be installed a grease removal device upon notification by the superintendent. If heavy solids accumulate causing a sewer blockage or accelerated line maintenance, the commercial or industrial generator shall remove any garbage disposal upon notification by the City. (c) All grease removal devices shall be installed on the premises where grease is used or generated and shall be sized in conformance with the then currently adopted edition of the Uniform Plumbing Code. The contents of all grease removal devices shall be removed periodically as necessary to prevent violations of this chapter. At a minimum, the contents shall be removed every six months. All grease removal devices shall be kept in good repair and shall be maintained in continuous operation. A log of all grease removal activities shall be maintained at the facility showing the date of removal, the amount removed and the disposition of the removed contents. The log shall be retained for a period of three years and shall be available for inspection by City inspectors upon request. (d) Grease emulsifiers or enzymes are prohibited for use in grease interceptors or traps.

Table 6 – Potential Municipal Code Updates

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

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- Are the City ordinances and standards adequate for fulfilling the SSMP legal requirements?
- Does the City have a process in place for periodic review and evaluation of ordinances?
- Have there been instances when the code or ordinance did not address a need or circumstance?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
3.1	Review Ordinance(s) to confirm all documents provide necessary required legal authority.	Once per 6-year SSMP Update Cycle	X	X	X
3.2	Monitor and document occasions when Ordinance(s) failed to address issues as intended.	Continuously	X	X	X
3.3	Confer with storm drain owners to ensure current practices and contact information are up to date.	Annually		X	
3.4	Contact Caltrans and Solano County to discuss an aid agreement to allow the City to respond to any wastewater spills which enter a Caltrans or County storm drain.	By December 31, 2026	X	X	
3.5	Update City Municipal Code to address the items listed in the “Potential Municipal Code Update” table.	By June 30, 2026	X	X	X

RESILIENCE

Resilience is addressed in Element 3 by:

- Keeping abreast of industry trends and local ordinances that may affect operations.

APPENDIX 3 INCLUSIONS

- None

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4. Operation and Maintenance Program

WDR REQUIREMENTS

Att. D-4 (pg. D-4)

"The Plan must include the items listed below that are appropriate and applicable to the Enrollee's system."

4.1. Updated Map of Sewer System

WDR REQUIREMENTS

Att. D-4.1 (pg. D-4)

"An up-to-date map(s) of the sanitary sewer system, and procedures for maintaining and providing State and Regional Water Board staff access to the map(s). The map(s) must show gravity line segments and manholes, pumping facilities, pressure pipes and valves, and applicable stormwater conveyance facilities within the sewer system service area boundaries."

COMPLIANCE

The City relies on the District to maintain maps of the City's sanitary sewer system. Any corrections are relayed to District staff who then use GIS to update the map.

The District's 2025 Sewer System Management Plan states "The District uses GIS to maintain up-to-date maps of its sanitary sewer system. GIS contains gravity line segments and manholes, pump and lift stations, pressure pipes and valves, as well as other relevant information for both FSSD assets, as well as the assets of satellite systems. The District coordinates with the Cities and exchanges GIS related information on an annual basis. Updated maps can be provided to the Regional or State Water Board in electronic or hard copy format as required."

The City is only responsible for gravity sewers 10" or less in diameter and manholes. With respect to the gravity sewers, the District's maps for the City include pipe ID, diameter, pipe material, flow direction, location with reference to streets, type of pipe (i.e., siphon, sanitary sewer, stub, etc.), cleanouts, and status. With respect to manholes, the District's maps for the City include manhole ID, location with reference to streets, and type (standard or diversion).

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Were all map updates completed in a timely manner?
- Are all staff trained in the procedure for providing map update information?
- Are newly installed sewer assets incorporated into the system maps?
- Are there terrain features or assets that should be incorporated in future map updates (e.g. exposed pipe, siphons, ARVs, surface water, etc.)

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IMPLEMENTATION PLAN/SCHEDULE

No	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
4.1.1	Review map update procedures with all affected staff.	Annually		X	
4.1.2	Review/ensure all newly installed facilities have been updated and included in the system maps.	Annually	X	X	X

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4.2. Preventive Operation and Maintenance Activities

WDR REQUIREMENTS

Att. D-4.2 (pgs. D-4/D-5)

"A scheduling system and a data collection system for preventive operation and maintenance activities conducted by staff and contractors. The scheduling system must include:

- *Inspection and maintenance activities;*
- *Higher-frequency inspections and maintenance of known problem areas, including areas with tree root problems;*
- *Regular visual and closed-circuit television (CCTV) inspections of manholes and sewer pipes.*

The data collection system must document data from system inspection and maintenance activities, including system areas/components prone to root-intrusion potentially resulting in system backup and/or failure."

COMPLIANCE

In general, the City does not schedule its routine cleaning and inspection activities. Instead, the City relies on the District to inform the City as to which portion of the City's collection system will be cleaned and CCTV'ed each year. See Figure 7 in Specifications 5.19 Element.

However, the City does schedule hot spot cleaning annually. This is currently done using paper forms and Excel spreadsheets. However, the City has purchased Cartegraph and will use this CMMS to schedule and manage hot spot cleaning beginning early 2026.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are the City's maintenance, operations, and engineering work orders periodically audited for accuracy and completeness?
- Does the City monitor "open," "overdue," or "not yet completed" work orders to ensure completion of tasks?
- Are inspection and maintenance activities reducing the number and volume of spills?
- Is maintenance work being completed as scheduled?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
4.2.1	Review work completed to date to ensure critical work is being completed.	Semi-annually	X	X	
4.2.2	Review scheduled Preventative Maintenance to ensure the prescribed schedule remains appropriate.	Annually	X	X	
4.3.3	Fully transition to Cartegraph for scheduling and data collection.	December 31, 2025		X	

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4.3. Training

WDR REQUIREMENTS

Att. D-4.3 (pg. D-5)

"In-house and external training provided on a regular basis for sanitary sewer system operations and maintenance staff and contractors. The training must cover:

- *The requirements of this General Order;*
- *The Enrollee's Spill Emergency Response Plan procedures and practice drills;*
- *Skilled estimation of spill volume for field operators; and*
- *Electronic CIWQS reporting procedures for staff submitting data."*

COMPLIANCE

The City employs a combination of in-house and/or on-the-job training, conferences, seminars, and other opportunities to train its collection system operations and maintenance personnel. After a training event is concluded, a description of the event and the number of hours is recorded in a personnel database.

The District coordinates an in-house training course every two years which covers general WDR requirements and the District's SERP. This training is designed for District staff and its satellite agencies, including Suisun City. The most recent training was on November 12, 2025.

Shortly after completion of the Cit's SERP, the City will provide a comprehensive training that covers the requirements of this WDR. After that, refresher training will be conducted annually

With respect to contractors, the City has developed the document *Spill Response Instructions for Contractors/Contracted Services* (Appendix 4.1). Moving forward, the City will ensure that contractors who work on or near the sewer collection system are instructed by City staff on the process to follow in the event of a spill and will be provided with the spill response instructions.

The City will develop language requiring contractors working on City sewer facilities to be adequately trained for sanitary sewer collection system work.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has all training been completed as scheduled?
- Have records of training and attendance been documented and maintained?
- Have all staff demonstrated ability and knowledge after each training event?
- Have contractors received, at a minimum, direction for reporting and responding to spills?

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IMPLEMENTATION PLAN/SCHEDULE

PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
4.3.1	Review training documentation to ensure all staff have received required training.	Semi-annually		X	X
4.3.2	Review agreements with contractors and/or pre-job meeting minutes to ensure contract personnel have received instruction for responding to sewage spills.	Each Contract	X	X	
4.3.3	Conduct comprehensive training regarding all aspects of the up-to-date SERP including flow measurement and practice drills.	By June 30, 2026		X	X
4.3.4	Conduct refresher training on the SERP, including flow measurement.	Annually		X	X

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4.4. Equipment Inventory

WDR REQUIREMENTS

Att. D-4.4 (pg. D-5)

"An inventory of sewer system equipment, including the identification of critical replacement and spare parts."

COMPLIANCE

The major equipment utilized by the City for sewer cleaning and emergency response is a vacuum truck, vacuum trailer, sewer jetter, and a 4" trash pump.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have inventory lists been audited as scheduled?
- Have any inventory deficiencies or omissions been discovered and rectified?
- Has the City experienced any equipment failure that inhibited a spill response?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
4.4.1	Audit inventory lists to ensure stock is adequate.	Annually		X	

RESILIENCE

Resilience is addressed in Element 4 by:

- Developing an SOP for updating maps when errors are discovered.
- Developing and using forms (paper or electronic) for data collection to help ensure all pertinent information is consistently collected.
- Periodically evaluating inspection cycle intervals to help ensure they are optimized.
- Requiring staff to demonstrate ability and/or knowledge for all training activities.
- Monitoring equipment and critical spare parts usage and trends.
- Performing periodic audits of the vehicle and equipment inventory List.

APPENDIX 4 INCLUSIONS:

- 4.1 Spill Response Instructions for Contractors/Contracted Services

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Specifications 5.19 – Operations and Maintenance

WDR REQUIREMENTS

Specification. 5.19 (pg. 27)

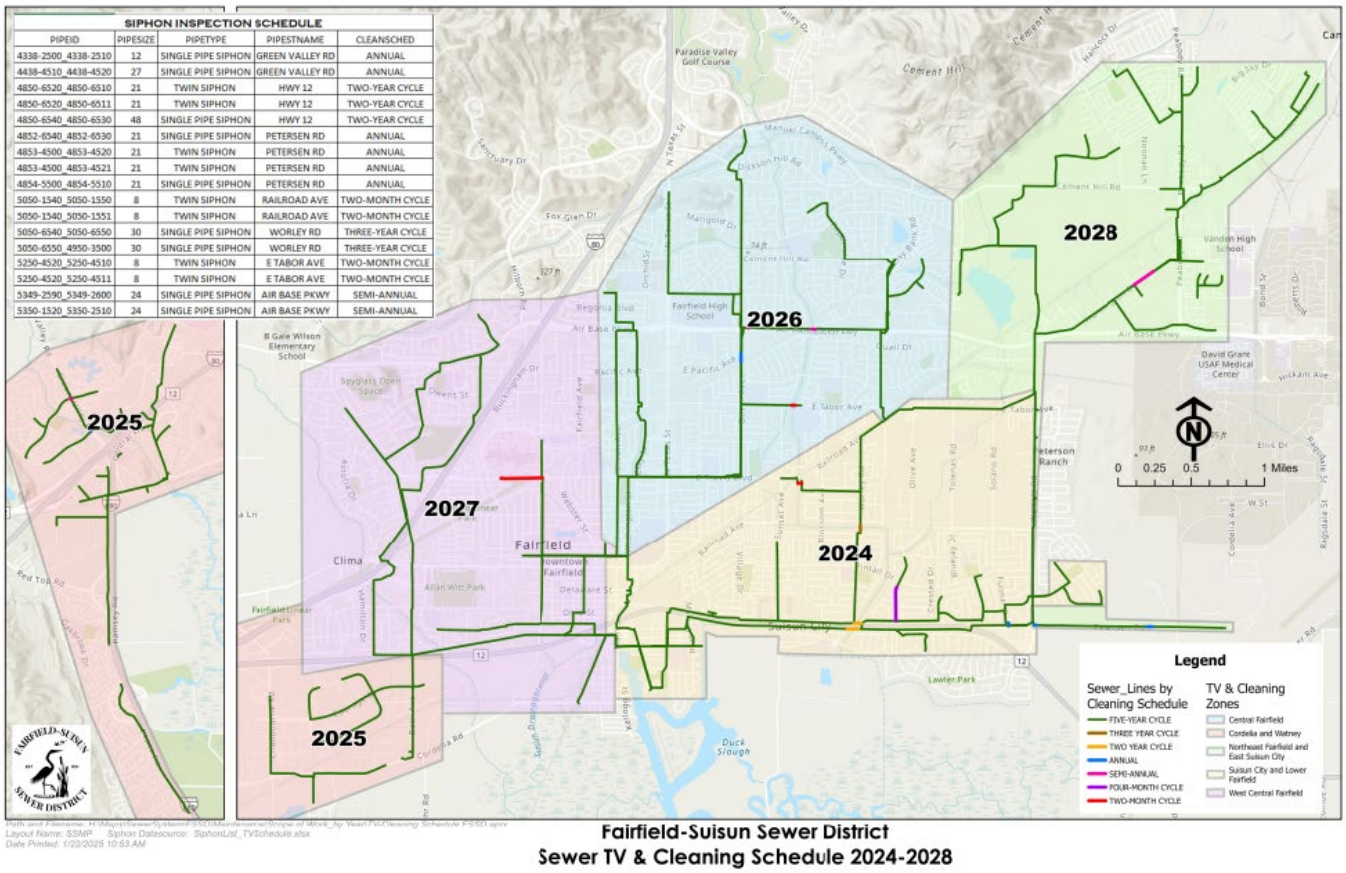
> *"To prevent discharges to the environment, the Enrollee shall maintain in good working order, and operate as designed, any facility or treatment and control system designed to contain sewage and convey it to a treatment plant."*

COMPLIANCE

The City is responsible for gravity sewer lines that are 10" in diameter or less and the associated manholes. The City is not responsible for gravity sewer lines 12" or greater in diameter, force mains or pump stations.

Gravity Sewer Maintenance

The City cleans 20% of its sewer lines each year in conjunction with the District's annual Program for CCTV'ing of the lines. The District informs the City as to which portion of the City's collection system will be cleaned and CCTV'ed each year, as shown in Figure 7. The City and District work together, with City staff hydro-cleaning the line followed immediately by District staff completing the CCTV. Each yearly cleaning/CCTV takes up to three months to complete. If a problem is found, then staff note the issue on their map and schedule repairs. Beginning in 2026, staff will use Cartegraph to record problems and repairs.



SIPHON INSPECTION SCHEDULE

PIPEID	PIPESIZE	PIPETYPE	PIPESTNAME	CLEANSCHED
4338-2500_4338-2510	12	SINGLE PIPE SIPHON	GREEN VALLEY RD	ANNUAL
4438-4510_4438-4520	27	SINGLE PIPE SIPHON	GREEN VALLEY RD	ANNUAL
4850-6520_4850-6510	21	TWIN SIPHON	HWY 12	TWO-YEAR CYCLE
4850-6520_4850-6511	21	TWIN SIPHON	HWY 12	TWO-YEAR CYCLE
4850-6540_4850-6530	48	SINGLE PIPE SIPHON	HWY 12	TWO-YEAR CYCLE
4852-6540_4852-6530	21	SINGLE PIPE SIPHON	PETERSEN RD	ANNUAL
4853-4500_4853-4520	21	TWIN SIPHON	PETERSEN RD	ANNUAL
4853-4500_4853-4521	21	TWIN SIPHON	PETERSEN RD	ANNUAL
4854-5500_4854-5510	21	SINGLE PIPE SIPHON	PETERSEN RD	ANNUAL
5050-1540_5050-1550	8	TWIN SIPHON	RAILROAD AVE	TWO-MONTH CYCLE
5050-1540_5050-1551	8	TWIN SIPHON	RAILROAD AVE	TWO-MONTH CYCLE
5050-6540_5050-6550	30	SINGLE PIPE SIPHON	WORLEY RD	THREE-YEAR CYCLE
5050-6550_4950-3500	30	SINGLE PIPE SIPHON	WORLEY RD	THREE-YEAR CYCLE
5250-4520_5250-4510	8	TWIN SIPHON	E TABOR AVE	TWO-MONTH CYCLE
5250-4520_5250-4511	8	TWIN SIPHON	E TABOR AVE	TWO-MONTH CYCLE
5349-2590_5349-2600	24	SINGLE PIPE SIPHON	AIR BASE PKWY	SEMI-ANNUAL
5350-1520_5350-2510	24	SINGLE PIPE SIPHON	AIR BASE PKWY	SEMI-ANNUAL

Figure7 – Schedule for Cleaning City Sewer Lines

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Hot Spots

The City keeps track of hot spots and cleans them annually with its jet/vac truck. Current hot spot locations are listed below; these may vary over time.

- Solano Street & Kellogg Street
- Driftwood Drive & Main Street
- Village Drive
- Avalon Way
- Shannon Drive & Terry Lane
- Morgan Street & School Street
- Lotz Way & Josiah Circle
- Blossom Avenue & Chyrl Way
- Trumpeter Drive & Trumpeter Court

Manhole Inspection Program

Manholes are inspected while cleaning the gravity lines. If a problem is found, the issue is noted, and repairs are completed within a few weeks.

Smart Covers

The City collection system does not include Smart Covers.

Root Foaming

The City does not have a contract for root foaming.

Private Sewer Laterals

If a homeowner has a city-approved cleanout, then City staff will clean and maintain the lower lateral from the city-approved cleanout to the public sewer main. This cleaning is completed while staff are cleaning the gravity laterals on the street. However, if the homeowner either does not have a cleanout or has a non-city approved cleanout, then staff will not clean the lateral, and the homeowner is responsible for maintenance of the entire lateral. This division of responsibility is depicted on a District graphic.

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
5.19.1	Maintain inspection, maintenance, and spill information in CMMS (i.e., Cartegraph).	Beginning December 31, 2025		X	
5.19.2	Develop standard operating procedures for the addition and removal of lines from the hot spot program.	By June 30, 2026		X	
5.19.3	In conjunction with the District, define and implement a formal manhole inspection program based upon the NASSCO Manhole Assessment Certification Program (MACP) rating system.	By June 30,2026	X	X	X

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5. Design and Performance Provisions

5.1. Updated Design Criteria/Construction Standards/Specifications

WDR REQUIREMENTS

Attachment D-5.1 (pg. D-5)

> *"Updated design criteria, and construction standards and specifications, for the construction, installation, repair, and rehabilitation of existing and proposed system infrastructure components, including but not limited to pipelines, pump stations, and other system appurtenances. If existing design criteria and construction standards are deficient to address the necessary component-specific hydraulic capacity as specified in section 8 (System Evaluation, Capacity Assurance and Capital Improvements) of this Attachment, the procedures must include component-specific evaluation of the design criteria."*

COMPLIANCE

The City's standards regarding the design and construction of gravity sewer systems, sewer force mains, and other facilities are found in the *City of Suisun City Design Standards, Standard Specifications, and Details, 1996* (Standards) (Appendix 5.1). The Standards are intended to be used by developers, consultants, and others to provide the City with consistent, functional, reliable, and user-friendly facilities.

Section 5 of the Standards addresses the design of the sewer system. The Standards address sizing, flows, capacity, laterals, appurtenances, and unusual design, including force mains. Because the City does not own or operate any gravity sewers greater than 10 inches in diameter, the Standards state that sewer lines 12 inches in diameter or larger must be designed in accordance with Fairfield-Suisun Sanitary District standards. This Section also includes a Right of Way Policy which states that "all public sewers shall be in easements or rights of way granted or dedicated for sewers or public use." The Section also has an Annexation Policy which states that all properties served by the sewer line must annex to the City.

Section 5 of the Standards requires the provision of a back-of-sidewalk cleanout for all service laterals. The location of the required cleanout is in the City's right-of-way.

Section 5.02F pertains to laterals, and states that all service laterals shall have a cleanout located within the City right-of-way, at the back of the sidewalk. Section 5.02H of the Standards states that the design of special or unusual features or structures require individual study and approval by the City Engineer and the Fairfield-Suisun Sewer District Engineer.

The City will consider updating and/or improving its existing standards for Design, Construction, Inspection, and Testing, as described in Section 5.2.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are plan checking QA/QC processes helping to ensure adherence to the standards?

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IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
5.1.1	Ensure all project plans are approved in accordance with the City's Standard Details and Specifications.	Each Project	X		
5.1.2	Update City's Design, Construction, and Inspection Standards to address the items listed in the "Potential Updates" table.	By December 31, 2026	X		X

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5.2. Procedures and Standards

WDR REQUIREMENTS

Attachment D-5.2 (pg. D-5)

> *"Procedures, and standards for the inspection and testing of newly constructed, newly installed, repaired, and rehabilitated system pipelines, pumps, and other equipment and appurtenances."*

COMPLIANCE

The City's procedures and standard for inspection of new or rehabilitated components of the sewer system are also found in the *City of Suisun City Design Standards, Standard Specifications, and Details, 1996* (Standards) (Appendix 5.1).

The Specific Provisions contain general information regarding the need for inspections, while Sections 2 and 3 describe specific testing requirements for materials and earthwork. Section 13 is specific to the inspection and testing of new or rehabilitated sewer lines and appurtenances. Lines that are 12" in diameter or greater shall also be inspected and tested according to the Fairfield-Suisun Sewer District standards and subject to approval by the FSSD Engineer prior to acceptance by the City.

Updates and/or Improvements

The City will consider updating and/or improving its existing standards for Design, Construction, Inspection, and Testing of its wastewater collection system facilities. These updates and/or improvements are summarized below.

Topic	Category	Update/Improvement to be Considered
Gravity Sewers	Details	Require specific PVC installation specification (instead of just manufacturer's recommendation).
Gravity Sewers	Inspection	Require results of the CCTV inspection to be recorded on DVD. Reference District's CCTV codes and format.
Gravity Sewers	Testing	Address the required increase in air pressure when using the low-pressure air test to test sewers that are below the level of the groundwater (to compensate for the outside water pressure).
Lateral Connections	Design	Address lateral connections that are not constructed as part of a sewer main project.
Lateral Connections	Design	Require a backflow prevention device on laterals connecting to house with a finish floor elevation less than 12-inches above the rim of the closest upstream manhole.
Laterals	Construction	Increase robustness of specification for temporary cap/plug on lateral end (the part that gets extended to the house).
Laterals	Details	Require cap and a cover box on cleanout risers. (If a car drives over the cleanout, the load should not be transferred to the riser and lateral.)

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Manholes	Details	Clarify detail/specification to indicate that pickholes should not go all the way through the lid (infiltration potential). Do not allow vent holes.
Manholes	Details	Require eccentric cone on manholes to be rotated with "straight" portion over the outgoing pipe. (This orientation facilitates CCTV inspection.)
Manholes	Details	Require a pre-formed plastic sealing gasket (conforming to Federal Specification SS-S 00210) between precast manhole barrel segments. Require wrapping manhole joints with infiltration product (e.g., Infi-Shield) in addition to currently specified grout.
Manholes	Details	Delete the weep hole detail (or move it to storm drain detail SD-3). Require heavier base if necessary to resist uplift.
Manholes	Details	Increase robustness of poured manhole base specification/detail for areas with high groundwater (to increase protection against infiltration).
Manholes	Details	Add “Sewer” to sewer lid detail.
Manholes	Testing	Add vacuum testing procedure for manholes.
Rehab/Repair	Design	Add standards for major rehab methods such as CIPP lining, crown spraying, pipe bursting, chemical grouting, and root control.
Rehab/Repair	Design	Specify the contractor license required for chemical root control (license should be for pesticide/herbicide application issued by the California Department of Pesticide Regulation). Update specification to cover the use of chemical root controls without grouting.
Rehab/Repair	Construction	In flow control specification, require the contractor to have an overflow response plan or to take the kind of precautions that should be required to prevent an overflow in the event of a pump around system failure.

Table 7 –Potential Updates to City’s Design, Construction, and Inspection Standards

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Were any design or installation deficiencies found during warranty inspections?
- Are deviations from standard procedures and/or specs, testing, etc., justified and documented?
- Does the City stay abreast of industry design standards and technical advances in the industry?

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IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
5.2.1	Verify inspection procedures are adequate and consistent with current standards of practice	Assessed annually	X		
5.2.2	Verify design standards and hydraulic model previously completed are adequate and consistent with current standards of practice.	Annually	X		
5.2.3	Update City's Design, Construction, and Inspection Standards to address the items listed in the "Potential Updates" table.	By December 31, 2026	X		X

RESILIENCE

Resilience is addressed in Element 5 by:

- Staying abreast of industry trends and standards.
- Performing warranty inspections of newly installed or repaired assets to evaluate design and installation practices.
- Evaluating as-built changes for trends and areas for design and performance improvements.

APPENDIX 5 INCLUSIONS:

- 5.1. Relevant sections of the *City of Suisun City Design Standards, Standard Specifications, and Details, 1996*.

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6. Spill Emergency Response Plan

WDR REQUIREMENTS

Attachment D-6 (pg. D-6)

"The Plan must include an up-to-date Spill Emergency Response Plan to ensure prompt detection and response to spills to reduce spill volumes and collect information for prevention of future spills. The Spill Emergency Response Plan must include procedures to:

- *Notify primary responders, appropriate local officials, and appropriate regulatory agencies of a spill in a timely manner;*
- *Notify other potentially affected entities (for example, health agencies, water suppliers, etc.) of spills that potentially affect public health or reach waters of the State;*
- *Comply with the notification, monitoring and reporting requirements of this General Order, State law and regulations, and applicable Regional Water Board Orders;*
- *Ensure that appropriate staff and contractors implement the Spill Emergency Response Plan and are appropriately trained;*
- *Address emergency system operations, traffic control and other necessary response activities;*
- *Contain a spill and prevent/minimize discharge to waters of the State or any drainage conveyance system;*
- *Minimize and remediate public health impacts and adverse impacts on beneficial uses of waters of the State;*
- *Remove sewage from the drainage conveyance system;*
- *Clean the spill area and drainage conveyance system in a manner that does not inadvertently impact beneficial uses in the receiving waters;*
- *Implement technologies, practices, equipment, and interagency coordination to expedite spill containment and recovery;*
- *Implement pre-planned coordination and collaboration with storm drain agencies and other utility agencies/departments prior, during, and after a spill event;*
- *Conduct post-spill assessments of spill response activities;*
- *Document and report spill events as required in this General Order; and*
- *Annually, review and assess effectiveness of the Spill Emergency Response Plan, and update the Plan as needed."*

COMPLIANCE

The City has contracted with Fischer Compliance LLC to prepare a Spill Emergency Response Plan (SERP) that complies with the WDR. It is expected that the revised SERP will be completed by December 2025, at which time this SSMP's Change Log will be updated to reflect development of the SERP.

Shortly after completion of the SERP, the City will provide a comprehensive training that covers the requirements of this WDR. After that, refresher training will be conducted annually. A copy of the revised SERP will be available for viewing at the City office upon request and will be uploaded to the City's website at the Public Works Sewer and Wastewater page.

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EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have staff's spill response efforts helped to prevent the discharge of sewage to surface waters?
- Do post-spill assessments indicate staff are following the procedures outlined in the SERP?
- Is SERP training effective and are trainees demonstrating adequate knowledge and abilities?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
6.1	Conduct SERP training including practice drills.	Annually		X	X
6.2	Review Post Spill Assessments to ensure adherence with the SERP and to identify any trends that should be addressed.	Annually	X	X	
6.3	Prepare an up-to-date SERP that meets the requirements of Attachment D-6 of the WDR.	By December 31, 2025		X	X
6.4	Conduct comprehensive training regarding all aspects of the up-to-date SERP including flow measurement and practice drills.	By June 30, 2026		X	X

RESILIENCE

Resilience is addressed in Element 6 by:

- Multiple staff are trained to respond to spill events.
- Post-spill assessments are conducted to evaluate staff's adherence to the SERP and to identify areas for improvement.
- Data collection forms are used to direct staff to collect all the required data to be submitted to CIWQS and are designed as a guide to a proper spill event response.
- The City uses several different spill volume estimation methods to account for different circumstances.

APPENDIX 6 INCLUSIONS:

- None

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7. Sewer Pipe Blockage Program

WDR REQUIREMENTS

Attachment D-7 (pg. D-7)

"The Sewer System Management Plan must include procedures for the evaluation of the Enrollee's service area to determine whether a sewer pipe blockage control program is needed to control fats, oils, grease, rags and debris. If the Enrollee determines that a program is not needed, the Enrollee shall provide justification in its Plan for why a program is not needed.

The procedures must include, at minimum:

- *An implementation plan and schedule for a public education and outreach program that promotes proper disposal of pipe-blocking substances;*
- *A plan and schedule for the disposal of pipe-blocking substances generated within the sanitary sewer system service area. This may include a list of acceptable disposal facilities and/or additional facilities needed to adequately dispose of substances generated within a sanitary sewer system service area;*
- *The legal authority to prohibit discharges to the system and identify measures to prevent spills and blockages.*
- *Requirements to install grease removal devices (such as traps or interceptors), design standards for the removal devices, maintenance requirements, best management practices requirements, recordkeeping and reporting requirements;*
- *Authority to inspect grease producing facilities, enforcement authorities, and whether the Enrollee has sufficient staff to inspect and enforce the fats, oils, and grease ordinance;*
- *An identification of sanitary sewer system sections subject to fats, oils, and grease blockages and establishment of a cleaning schedule for each section; and*
- *Implementation of source control measures for all sources of fats, oils, and grease reaching the sanitary sewer system for each section identified above."*

COMPLIANCE

This section of the City's SSMP is similar to the FOG Control section of the Fairfield-Suisun Sewer District's SSMP. The District coordinates with both Fairfield and Suisun City on blockage control activities because FOG and debris from the two City's smaller sewer pipes can impact the District's larger sewer pipes and pump stations.

The WDR's requirements above are addressed below:

Public Outreach

Suisun City has not experienced a FOG-related SSO since 2018, while the District has not had any FOG-related SSOs since 2014. The entities have determined that the infrequent FOG spills do not warrant an extensive public education outreach program. However, the District does have limited information relating to proper FOG disposal on its website. The City's website does not currently have any information regarding proper disposal of FOG; however, the City intends to add information to its Public Works Sewer & Wastewater page.

If City staff find significant FOG as they are cleaning lines, they will provide a door hanger (Appendix 7.1) to residents.

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Disposal

FOG which is generated by Food Service Establishments (FSEs)is collected in grease interceptors or grease traps which are maintained by the FSEs. The accumulated FOG is pumped out by licensed haulers hired by the FSEs and taken to the haulers' own facilities. The City's sewer maintenance crew also removes FOG in the collection system during routine maintenance activities. This grease is disposed of on an as-needed basis at the District's WWTP.

Legal authority to prohibit discharges.

The City's Municipal Code includes Section 13.08.010- Prohibited waters and wastes. The Section includes the prohibition of "any water or waste which may contain more than one hundred parts per million, by weight, of fat, oil, or grease" as well as the prohibition of "any waters or wastes containing suspended solids or dissolved matter of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant."

The District's Wastewater Discharge Ordinance prohibits "solid or viscous substances in amounts which will cause obstruction of the flow in the POTW resulting in interference" (Section 2.1.B(3)) and "FOG which causes the User's discharge to exceed the local limits set forth in Section 2.4, or FOG disposal from any GRD" (Section 2.1.B(16).

As described in Section 3 (Legal) of this SSMP, the City will consider updating its Municipal Code to provide additional specificity regarding (a) the definition of FOG and (b) the prohibition of FOG discharges.

Requirement to install grease interceptors, design standards, etc.

The City's Municipal Code includes Section 13.08.020- Grease, oil and sand interceptors- required when. This Section states that grease interceptors are required when the City or FSSD inspector determines that they are necessary. Design standards are not provided other than "…interceptors shall be of a type and capacity approved by the inspector…" Section 13.080.030- Grease, oil and sand interceptors -Maintenance states that interceptors shall be maintained by the owner in "continuously efficient operation." The FSSD Wastewater Discharge Ordinance contains the same language in Section 3.2.B.

Given the potential for new development in the City, it would be prudent to proactively require the installation of GRDs for any new or remodelled FSE, not just those that City inspectors have deemed problematic. It would also be appropriate to include design standards for GRDs. Therefore, as described in Section 3 (Legal) of this SSMP, the City will consider updating its Municipal Code to provide additional specificity regarding the installation and design of GRDs.

Authority to inspect and enforce.

The City relies on the "sewer inspector" of the FSSD to act as the City's sewer inspector (Municipal Code Section 13.08.100- Sewer Inspector). Section 7.1 of the FSSD Wastewater Discharge Ordinance states that FSSD representatives "shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this ordinance…" Section 10 describes various administrative enforcement remedies, including notices of violation, consent orders, show cause hearings, compliance orders, and administrative civil penalties.

FOG-related problem areas.

As described in Section 5.19, the City has currently identified nine FOG problem areas and proactively cleans these areas on an annual basis. If the City finds additional problem areas, it will add them to the annual cleaning list. In addition, the District implements a FOG control program for the 12" or greater lines within Suisun City. Currently, the District has identified three (3) areas which it has placed on an accelerated cleaning schedule.

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Source control measures.

The City and the District manage blockage control by preventative maintenance, spill-related outreach, and FSE targeted outreach. The City relies on the District and Solano County to inspect and take enforcement actions on FSEs. According to the District's Sewer System Management Plan,

> "The District manages storm-water inspections by contract with the County and has included targeted outreach and education as part of Food Service Establishment (FSE) inspections. The District has expanded the scope of FSE storm-water inspection contract with the County to both collect information on restaurant grease handling practices throughout FSSD's service area and distribute educational material about proper FOG disposal. The goal of the inspections is to expand understanding of restaurants' grease management practices, increase FSE awareness on best management practices, and improve grease removal device (GRD) maintenance practices to reduce FOG. The District can provide information on haulers and disposal facilities that serve the service area with FSEs as needed or upon request. The County inspections provide data that are used in outreach to FSEs. Inspection data is used to analyze the practices of problem FSEs and to develop strategies to educate and improve FSE grease handling practices."

Solano County inspectors ask FSEs about their process for collecting and disposing of grease and confirm that appropriately licensed haulers are removing the waste. If there is a violation, then the City or District is expected to follow up. If there is a complaint, then the District is to respond. The City intends to proactively coordinate with the County and District to learn the results of inspections, violations, and complaints.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have there been any blockages/spills from any identified problem area?
- Is the City receiving feedback on public outreach efforts?
- Are the debris and other sewage solids collected during cleaning activities being disposed of appropriately?
- Have there been spills due to excessive fats, oil, grease, roots, or non-dispersible wipes discovered in the sewer system during the Audit period?
- Are there repeat offenders among FSEs?
- Are enforcement trends decreasing?
- Are Source Control and Collection staff included in the plan check process?

IMPLEMENTATION PLAN/SCHEDULE

No	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
7.1	Ask Solano County and the District to provide status reports detailing the FSEs inspected, inspection results, and any enforcement taken. Take action if necessary.	Semi-annually		X	X
7.2	Review spill rates and causes and make changes to maintenance programs, as necessary.	Annually		X	

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7.3	Prepare educational information about FOG and post on City website.	June 30, 2026			X

RESILIENCE

Resilience is addressed in Element 7 by:

- Inspection of select assets directly downstream of grease producing businesses to ensure source control is effective.
- Residential FOG outreach and education program.
- Performance of regular assessments of system assets to monitor performance.
- QA/QA process for evaluating pipe cleaning effectiveness.
- Daily disposal of pipe blocking materials retrieved during maintenance activities.

APPENDIX 7 INCLUSIONS:

- City's FOG door-hanger

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8. System Evaluation, Capacity Assurance, Capital Improvements

WDR REQUIREMENTS

Attachment D-8 (pg. D-7/D-8)

"The Plan must include procedures and activities for:

- *Routine evaluation and assessment of system conditions;*
- *Capacity assessment and design criteria;*
- *Prioritization of corrective actions; and*
- *A capital improvement plan."*

8.1. System Evaluation and Condition Assessment

WDR REQUIREMENTS

Attachment D-8.1 (pgs. D-7/D-8)

"The Plan must include procedures to:

- *Evaluate the sanitary sewer system assets utilizing the best practices and technologies available;*
- *Identify and justify the amount (percentage) of its system for its condition to be assessed each year;*
- *Prioritize the condition assessment of system areas that:*
- *Hold a high level of environmental consequences if vulnerable to collapse, failure, blockage, capacity issues, or other system deficiencies;*
- *Are located in or within the vicinity of surface waters, steep terrain, high groundwater elevations, and environmentally sensitive areas;*
- *Are within the vicinity of a receiving water with a bacterial-related impairment on the most current Clean Water Act section 303(d) List.*
- *Assess the system conditions using visual observations, video surveillance and/or other comparable system inspection method;*
- *Utilize observations/evidence of system conditions that may contribute to exiting of sewage from the system which can reasonably be expected to discharge into a water of the State;*
- *Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities; and*
- *Identify system assets vulnerable to direct and indirect impacts of climate change, including but not limited to: sea level rise; flooding and/or erosion due to increased storm volumes, frequency, and/or intensity; wildfires; and increased power disruptions."*

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COMPLIANCE

The above requirements are addressed below:

System Evaluation:

The City's collection system evaluation involves the components of the collection system maintained by the City (i.e., pipelines 10" or smaller and manholes). It is of key importance to regularly perform pipeline condition assessments to initially establish a baseline condition and to monitor changes over time. The City uses visual inspections, CCTV inspections completed by the District, and spill data to evaluate the performance of system assets and adjust, as necessary.

Justify the amount of system assessed each year:

The City has maintained its system with a low spill rate; the last reported spill from the City-maintained portion of the collection system was in 2018. The District performs CCTV inspections of 20% of the City's pipelines each year. Given the minimal spill rate, the City believes this is an acceptable inspection frequency.

Prioritize condition assessment areas:

The City does not currently prioritize condition assessments based on environmental consequences or proximity to surface waters but intends to do so in the future.

Assess system using visual observations, etc.:

The City mainly assesses its system condition using visual observation and line cleaning. The City relies on the District to complete video surveillance of its system.

Evidence of flow exiting from system:

The City is currently not aware of any sewage that exits the collection system. The City actively inspects and maintains its collection system to prevent sewage from exiting and impacting the environment.

Maintain documents:

The City maintains most inspections, maintenance, and system evaluations in Excel databases. Beginning in early 2026, data will be captured in Cartegraph CMMS. The City relies on the District for updating maps using the District's GIS program. Records are currently stored at the City office.

Climate change:

The City is collaborating with the District, the Cities of Fairfield, Benicia, and Vallejo, and other local entities to evaluate vulnerabilities and develop an action plan to mitigate impacts of sea level rise. This effort is taking place through the Solano Bayshore Resiliency Roundtable. The purpose of the Roundtable is to foster resilient projects and citizen engagement through shared values, joint initiatives, and coordinated efforts. The Solano Bayshore Resiliency Project is funded by the Governor's Office of Land Use and Climate Innovation, Regional Resilience Grant Program.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has the City maintained its schedule for inspecting its sewer assets and is data being reviewed in a timely manner?
- Are inspection efforts discovering deficiencies in a timely manner?
- Are maintenance and inspection activities being properly documented?

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IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
8.1.1	Review/evaluate enforcement and inspection findings and implement changes as necessary.	Annually		X	
8.1.2	Review spill rates and causes and make changes to maintenance programs, as necessary.	Annually	X	X	
8.1.3	Prioritize condition assessments based on environmental consequences.	Beginning June 30, 2026	X	X	
8.1.4	Continue to participate in the Solano Bayshore Resiliency Project.	Continuously	X		X

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8.2. Capacity Assessment and Design Criteria

WDR REQUIREMENTS

Attachment D-8.2 (pgs. D-8/D-9)

"The Plan must include procedures to identify system components that are experiencing or contributing to spills caused by hydraulic deficiency and/or limited capacity, including procedures to identify the appropriate hydraulic capacity of key system elements for:

- *Dry-weather peak flow conditions that cause or contributes to spill events;*
- *The appropriate design storm(s) or wet weather events that causes or contributes to spill events.*
- *The capacity of key system components; and*
- *Identify the major sources that contribute to the peak flows associated with sewer spills.*
- *The capacity assessment must consider:*
- *Data from existing system condition assessments, system inspections, system audits, spill history, and other available information;*
- *Capacity of flood-prone systems subject to increased infiltration and inflow, under normal local and regional storm conditions;*
- *Capacity of systems subject to increased infiltration and inflow due to larger and/or higher-intensity storm events as a result of climate change;*
- *Increases of erosive forces in canyons and streams near underground and above-ground system components due to larger and/or higher-intensity storm events;*
- *Capacity of major system elements to accommodate dry weather peak flow conditions, and updated design storm and wet weather events; and*
- *Necessary redundancy in pumping and storage capacities."*

COMPLIANCE

The City has not completed a Master Plan or other type of capacity assessment but intends to do so.

The future evaluation and capacity assurance of City sewers will include continued observation of system performance during wet weather, expansion of the hydraulic model as needed, and enforcement of design standards to ensure that new sewers are sized with adequate capacity to serve new development. In the future, the City plans to prepare a Master Plan for its sanitary sewer system, which will be coordinated with the District's Master Plan and hydraulic model, in order to develop a capital improvement program to address any identified capacity issues.

The City will develop design and capacity evaluation criteria, including an appropriate design event to be used for the assessment and design of sanitary sewers within its collection system.

The Fairfield-Suisun Sewer District completed a Sewer System Master Plan in 2013 and a *Wastewater Collection System Master Plan Update* in February 2020. The District's Master Plan only covers the District's collection system (12" and larger trunk sewers) and does not include the City's smaller sewer lines. As described in the District's Sewer System Management Plan, The District's Master Plan includes flow monitoring, an update of land use projections based on the Cities' general plans, quantification of existing and projected design flows, hydraulic modeling of the District's trunk sewer facilities, identification of capacity deficiencies, and recommendations for capacity-driven capital improvement projects. Priority projects are incorporated into the District's CIP. In addition, "the District is embarking on a Master Plan

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update and is developing a Request for Proposals for the effort. Consultant selection and contract award is anticipated by late Summer 2025."

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Number of capacity-related spills or surcharge condition during the Audit period.
- Has the system responded to rain events as indicated by the hydraulic model?
- Has there been any changes to zoning designations (residential, commercial, industrial)?

IMPLEMENTATION PLAN/SCHEDULE

No	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
8.2.1	Prepare and/or revise City's hydraulic model; include design storm parameters.	By December 31, 2025	X		
8.2.2	Monitor/evaluate significant rain events to see if they exceed the design storm in the hydraulic model.	Each significant rain event	X	X	
8.2.3	Enforce design standards to ensure new sewers are sized with adequate capacity.	Each development proposal	X		
8.2.4	Monitor flows in each basin and update the hydraulic model.	Semi-annually	X		
8.2.5	Prepare a Wastewater Master Plan that considers all factors listed in Attachment D, Section 8.2 of the WDR.	By December 31, 2026	X		

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8.3. Prioritization of Corrective Action

WDR REQUIREMENTS

Attachment D-8.3 (pg. D-9)

"The findings of the condition assessments and capacity assessments must be used to prioritize corrective actions. Prioritization must consider the severity of the consequences of potential spills."

COMPLIANCE

The City does not yet have its own Master Plan or condition assessment. However, it is has recently begun to receive over $1 million per year from the District. As discussed in Section 8.4, these funds will be used for CIP projects. Moving forward, the City intends to prioritize its CIP projects based, in part, on the potential for spills and will document how projects were selected for funding.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has the City adhered to its system evaluation/condition assessment schedule?
- Has the City adhered to its prioritization/corrective procedures for sewer repair and capacity improvement projects?
- Have projects been completed before deficiencies caused failures?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
8.3.1	Utilize all available data for prioritizing corrective actions considering severity and consequences of potential spills.	Each CIP Update	X	X	
8.3.2	Maintain documents and recordkeeping of system evaluation and condition assessment inspections and activities.	Continuously		X	X

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8.4. Capital Improvement Plan

WDR REQUIREMENTS

Attachment D-8.4 (pg. D-9)

"The capital improvement plan must include the following items:

- *Project schedules include completion dates for all portions of the capital improvement program;*
- *Internal and external project funding sources for each project; and*
- *Joint coordination between operation and maintenance staff, and engineering staff/consultants during planning, design, and construction of capital improvement projects; and Interagency coordination with other impacted utility agencies."*

COMPLIANCE

The City's *Five-Year Capital Improvement Program for Fiscal Years FY2025-26 through FY2029-30* (Appendix 8.1) lists proposed projects through fiscal year 2029-2030. Table 7-3 shows that the following funding has been allocated to the "Annual Sewer Line Maintenance & Rehab Program":

Fiscal Year	**Funding**
FY2025-26	$1,935,000
FY2026-27	$1,300,000
FY2027-28	$1,300,000
FY2028-29	$1,300,000
FY2029-30	$1,300,000

Table 8 –CIP Funding for Sewer Line Maintenance and Rehab

The Project Description in Section 8 states "The Annual Sewer Line Maintenance & Rehabilitation Program consists of completing annual sewer line repairs and rehabilitations in various locations around the City. Locations are identified several ways: through staff field inspections and through the Fairfield-Suisun Sewer District's (FSSD) annual CCTV program, as well as via the City's Sanitary Sewer Management Plan (SSMP) CIP Plan."

The City intends to make improvements in three specific areas. These areas were identified based on the District's CCTV data of the 10" or smaller lines, and from an assessment completed by the District's consultant, and are shown in Figure 8, below. Approximately one-third of the areas will be completed in FY 25-26. The City intends to have the project out bid by the end of February 2026 and the work completed during the summer of 2026.

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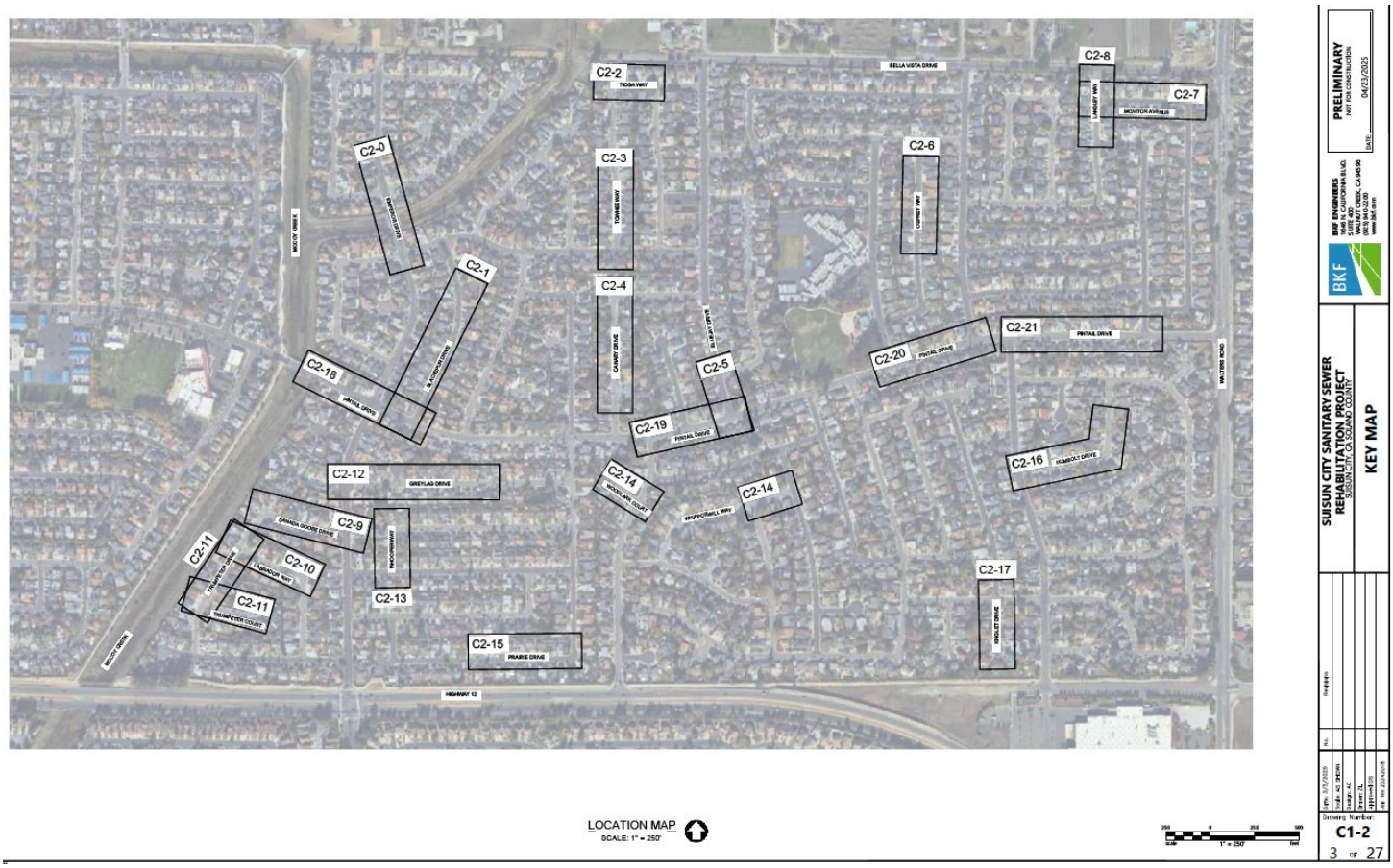

Figure8 – Suisun City Sewer Rehabilitation Project

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Has the City's capital improvement plan schedule been adhered to?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
8.4.1	Hold regular coordination meetings, with all parties, to help keep the projects on track and resolve issues that may arise in a timely manner.	Annually	X	X	X
8.4.2	For schedules that are not followed, justify and document the reason.	Each Delayed Project	X	x	X
8.4.3	For the FY 25-26 CIP, publish bid documents by March 1, 2026.	March 1, 2026	X	X	X

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RESILIENCE

Resilience is addressed in Element 8 by:

- Is there an annual review of the Capital Improvement Plan by all appropriate individuals including both Engineering and Operations?

APPENDIX 8 INCLUSIONS

- 8.1 Five-Year Capital Improvement Program for Fiscal Years FY2025-26 through FY2029-30

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9. Monitoring, Measurement, and Program Modifications

WDR REQUIREMENTS

Attachment D-9 (pg. D-9)

"The Plan must include an Adaptive Management section that addresses Plan-implementation effectiveness and the steps for necessary Plan improvement, including:

- *Maintaining relevant information, including audit findings, to establish and prioritize appropriate Plan activities;*
- *Monitoring the implementation and measuring the effectiveness of each Plan element;*
- *Assessing the success of the preventive operation and maintenance activities;*
- *Updating Plan procedures and activities, as appropriate, based on results of monitoring and performance evaluations; and*
- *Identifying and illustrating spill trends, including spill frequency, locations, and estimated volumes."*

COMPLIANCE

The above requirements are addressed below:

Maintaining Information:

The City maintains accurate and relevant inspection and maintenance records for the collection system, including field data such as pipe cleaning and inspection frequencies, and information regarding spills. Much of the documentation is maintained electronically, which allows for ease of access and analysis. This helps City staff to make sound decisions and prioritize activities when dealing with the routine and the unexpected.

Monitoring SSMP Elements:

Monitoring of the City's SSMP focuses on each Element in terms of its implementation and effectiveness. The SSMP has been designed to include key performance indicators for each Element, which are used to measure effectiveness. In addition, implementation responsibilities are included for each Element to help ensure the SSMP is being implemented as intended.

Assessing Preventative Operations:

The City assesses the success of maintenance and operation activities by ensuing activities are being performed as expected, by monitoring actual outcomes compared to intended outcomes, as well as monitoring spill trends.

Updating the SSMP:

The City is committed to continuous improvement and monitors and evaluates performance of work programs and SSMP Elements to ensure intended outcomes are achieved while looking for areas for improvement. Although the SWRCB requires that the SSMP be updated every six years, the SSMP is considered as a dynamic document and may require updating on a more frequent basis. Routine changes to administrative information, notwithstanding, minor changes will likely be required to address improvements identified through the SSMP Audit or through modifications required as conditions change.

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Identifying Spill Trends:

The City monitors spill trends, at a minimum every three years during required Audits, utilizing inspection records, and CIWQS data. These resources are helpful in planning and programing work, and adjusting as needed, enabling the City to be adaptive and capitalize on lessons learned.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Are SSMP Elements being periodically evaluated for effectiveness?
- Are work activities and spill events being documented?
- Has a plan and schedule been established to address Audit findings/deficiencies from the last Audit?
- Is Trend Analysis being performed on spill causes?
- Have work programs been assessed and updated as necessary?

IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
9.1	Assess work programs to ensure outcomes are as intended.	Annually	X	X	
9.2	Ensure work programs and the SSMP are updated based on assessments.	As Needed		X	X
9.3	Monitor and evaluate spill trends; document efforts.	Annually	X	X	

RESILIENCE

Resilience is addressed in Element 9 by:

- Development of key performance indicators to measure effectiveness of the SSMP.
- Performing periodic reviews of the SSMP to help ensure it is being properly implemented.
- Developing and adhering to a timeline to correct deficiencies found during the Audit process.
- Periodically evaluating work programs to help ensure effectiveness.

APPENDIX 9 INCLUSIONS:

- None

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10. Internal Audits

WDR REQUIREMENTS

Attachment D-10 (pg. D-10)

> *"The Plan shall include internal audit procedures, appropriate to the size and performance of the system, for the Enrollee to comply with section 5.4 (Sewer System Management Plan Audits) of this General Order."*

COMPLIANCE

The City completed the August 2021 through August 2024 Audit in April 2025 and submitted the document through CIWQS. The Audit states that during this period, there were no sanitary sewer overflows; the City cleaned 11.98 miles of gravity sewer; and a vacuum truck was purchased and received in January 2024. The Audit also states:

> To date, the City has not adequate funds to pursue significant capital system improvements. However, the City has worked with the District to receive additional funds specifically designated for system rehabilitation/capital improvements. Capital improvement projects should begin in 2025 and continue thereafter.

In the future, the City will complete Audits every three years following the WDR schedule. The objective of the Audit is to evaluate compliance, implementation and effectiveness of the SSMP. Additionally, the SSMP includes a description of how the City will comply with the requirements of each Element.

The Audit review includes an evaluation to determine if compliance has been met. A list of priority improvement opportunities will be prepared and updated as part of the Audit program. Improvement opportunities will be used to prioritize and develop program modifications and will be initiated based on the priority and the available funding. An overview of SSMP related work completed between Audits will be included in the program Audits.

Implementation is evaluated by determining if the City is executing the SSMP as stated.

Effectiveness is evaluated by using Key Performance Indicators, which have been developed specifically for each Element. An additional evaluation is performed to comply with Specifications 5.6 addressing resilience.

Resilience indicators have been developed for each Element. These indicators serve to demonstrate how resilience is built into the SSMP and inspection, maintenance, and spill response activities.

Any deficiencies discovered through the Audit process are noted and a plan and schedule to implement corrective measures are established. All Audit reports will be certified by the City's LRO. All changes or modifications of the SSMP resulting from the Audit shall be listed in the SSMP Change Log.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Have Audits been performed as required?
- Have the Audits assessed compliance, implementation, and effectiveness?
- Have deficiencies been identified?
- Has a plan and schedule to rectify the deficiencies been established?

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IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
10.1	Schedule Audits in advance of due dates to ensure adequate time to complete. City has 6 months to complete the Audit from the end of the Audit period.	Beginning at end of Audit period			X
10.2	Ensure a plan and schedule is developed to address deficiencies.	As each Audit is completed	X	X	X

RESILIENCE

Resilience is addressed in Element 10 by:

- Periodically evaluating key performance indicators during the Audit period to assess effectiveness and make corrections, if necessary, prior to the Audit.
- Evaluating previous Audits to ensure deficiencies have been rectified.
- Scheduling the Audit due dates and completing the Audit on time.

APPENDIX 10 INCLUSIONS:

- None

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11. Communication Program

WDR REQUIREMENTS

Attachment D-11 (pg. D-10)

"The Plan must include procedures for the Enrollee to communicate with:

- *The public for:*
- *Spills and discharges resulting in closures of public areas, or that enter a source of drinking water; and*
- *The development, implementation, and update of its Plan, including opportunities for public input to Plan implementation and updates.*
- *Owners/operators of systems that connect into the Enrollee's system, including satellite systems, for:*
- *System operation, maintenance, and capital improvement-related activities."*

COMPLIANCE

Spills:

When the City experiences a spill, it is standard procedure to secure the affected area and keep the public away. This is generally done using barricades, cones, and caution tape. Should the City experience a spill that may require closure of public areas or enter a source drinking of water, signs similar to that found in Appendix 11.1 will be immediately placed indicating the issue and providing contact information. Staff will remain on site to provide an additional safety factor until appropriate authorities respond and direct otherwise. In all cases, the City will follow the advice of higher authorities, such as the local environmental health department and other regulatory authorities.

Public Participation:

There are several opportunities for stakeholders and the public to participate and provide input into the development and update of the City's SSMP. During its initial development stage, as with each SSMP Audit and update of the SSMP, the SSMP and related documents are presented to the City Council for review and acceptance. Prior to each City Council Meeting, these documents are included in Agenda packet which are readily available for review on the City's website.

Satellite Systems:

There are no satellite systems that are tributary to the City.

The City of Suisun City, City of Fairfield, and Travis Air Force Base are satellite systems to the Fairfield- Suisun Sewer District. The entities correspond regularly and share resources regarding regional meetings, trainings, spill response, FOG prevention, and SSMP implementation.

EFFECTIVENESS

The City utilizes the following Key Performance Indicators for measuring effectiveness of this Element:

- Does the City place all SSMP action items on the agenda for regular counsel/board meetings?
- Does the City have signage, or other means, readily available to notify the public of environmental or public risk factors related to a sewage spill?
- Does the City perform outreach to residential customers?

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IMPLEMENTATION PLAN/SCHEDULE

No.	Plan	Schedule	Responsible Party		
			PWD	SUP	MA
11.1	Ensure the City Council approves the SSMP per schedule.	Every 6 years	X		X
11.2	Ensure the SSMP is posted on the City website and the link functions properly.	Annually			X
11.3	Ensure Sewage Spill Warning signs are readily available to communicate with the public when necessary.	Annually		X	

RESILIENCE

Resilience is addressed in Element 11 by:

- Use the SSMP as a tool to communicate to the public how the City is managing the system.
- Maintain a consistent presence in the service area by attending community events or issuing periodic newsletters or other communications to the public.
- Make it clear and easy for the public to contact the City.

APPENDIX 11 INCLUSIONS

- 11.1 Example Sewage Warning Sign

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List of Appendices

APPENDIX 1	• 1.1 Gravity Sewer System Specific Details (size, age)
APPENDIX 2	• None
APPENDIX 3	• None
APPENDIX 4	• 4.1 Spill Response Instructions for Contractors/Contracted Services
APPENDIX 5	• 5.1 Relevant sections of the *City of Suisun City Design Standards, Standard Specifications, and Details, 1996*.
APPENDIX 6	• None
APPENDIX 7	• 7.1 City's FOG door-hanger
APPENDIX 8	• 8.1 Five-Year Capital Improvement Program for Fiscal Years FY2025-26 through FY2029-30
APPENDIX 9	• None
APPENDIX 10	• None
APPENDIX 11	• 11.1 Sewage Warning Sign

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AGENDA ITEM NO. 10.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-___: Authorizing the City Manager to Execute a Professional Services Agreement with Harris & Associates for Staff Support Services Related to the Processing of Development Applications for the Suisun Logistics Center Project and Determining that the Action is Exempt from the California Environmental Quality Act (CEQA).

FISCAL IMPACT: There would be no fiscal impact on the General Fund. The total cost for retaining Harris & Associates to provide staff support services will be fully borne by the developer/applicant. Payments to the consultant are only made when funds are deposited by the developer.

STRATEGIC PLAN: Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

BACKGROUND: On December 15, 2020, the City Council adopted a resolution authorizing the City Manager to execute a professional services agreement with another firm to serve as staff support for the processing of entitlements and managing of the preparation of a California Environmental Quality Act (CEQA) review for the Suisun Logistics Project, located east of Walters between Peterson Road and Highway 12.

The Project has been in process for several years, which has included preparation of the Draft Environmental Impact Report (EIR). Due to circumstances of processing a Project of this scale, including staffing changes at the city level, the Project has been progressing slower than anticipated. For those reasons, Staff would like to hire a consultant with expertise in project management, environmental review, and urban planning, to more efficiently move the Project forward to completion. Although the City previously contracted with another consultant for staff support services, City Staff is confident Harris & Associates has the resources to process the entitlements expeditiously.

If approved, Harris & Associates would serve solely as staff in the processing of the entitlements. First Carbon Solutions would continue the work on the CEQA review, separate from Harris & Associates' role.

STAFF REPORT: If approved, Staff would work with Harris & Associates to work towards entitlement processing to bring forth the Project for Planning Commission and City Council consideration as expeditiously as possible. Harris & Associates' scope of work and budget are provided in Attachment 2, Proposal. As shown, the scope of work would include tasks such as:

- Document Review;
- Coordination with Departments and Agencies;
- Project Management;
- Staff Report Preparation;
- Hearing Preparation; and
- Public Hearing Presentation.

Hourly rates would range from $175.00 to $290.00 per hour, at applicant/developer's expense. The initial contract would be up to a total of $50,000 with an option to increase to another $50,000 with City Manager approval, therefore the total contract amount for City Council consideration would be $100,000, of which would be paid exclusively by the Applicant with no City funds expended.

If approved, the city would elect to cancel the contract with the existing consulting firm which is within the parameters of the contract.

Environmental Review
The Development Services Director has determined that the recommended action of approving the contract modification is not a "project" pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378 since it does not result in a physical change in the environment.

STAFF RECOMMENDATION: It is recommended that staff adopt Council Adoption of Resolution No. 2025-___: Authorizing the City Manager to Execute a Professional Services Agreement with Harris & Associates for Staff Support Services Related to the Processing of Development Applications for the Suisun Logistics Center Project and Determining that the Action is Exempt from the California Environmental Quality Act (CEQA).

DOCUMENTS ATTACHED: 1. Council Adoption of Resolution No. 2025-___: Authorizing the City Manager to Execute a Professional Services Agreement with Harris & Associates for Staff Support Services Related to the Processing of Development Applications for the Suisun Logistics Center Project and Determining that the Action is Exempt from the California Environmental Quality Act (CEQA).
2. Harris & Associates Proposal

PREPARED BY:	Ricky Caperton, Development Services Director
REVIEWED BY:	Ricky Caperton, AICP, Development Services Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:
1. Resolution
2. Harris & Associates Proposal

ATTACHMENT 1

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES FOR STAFF SUPPORT SERVICES RELATED TO THE PROCESSING OF DEVELOPMENT APPLICATIONS FOR THE SUISUN LOGISTICS CENTER PROJECT AND DETERMINING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, a development application has been received for the Suisun Logistics Center Project and requires staff support services for the processing of the application; and

WHEREAS, it has been determined that it is necessary to hire a consulting firm to process the development applications for the Project at the full cost of the Applicant; and

WHEREAS, Harris & Associates provided a proposal dated December 2, 2025, included in the December 16, 2025 City Council Staff Report; and

WHEREAS, the selected firm (Harris & Associates) has strong project management skills, along with expertise in urban planning and the processing of entitlements, as well as serving as staff support for municipalities; and

WHEREAS, this action is not considered a "project" pursuant to (CEQA) Guidelines §15378 since it does not result in a physical change in the environment.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a Professional Services Agreement with Harris & Associates to provide staff support services related to the processing of development applications for the Suisun Logistics Center Project.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, this 16th day of December 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of December 2025.

_____

Anita Skinner, CMC
City Clerk

Harris & Associates

December 2, 2025

Ricky Caperton, AICP
Development Services Director
City of Suisun City
701 Civic Center Boulevard, Suisun City, CA 94585
rcaperton@suisun.com

SUBJECT: Scope and Cost for Planning Staff Support Services

Dear Mr. Caperton:

Thank you for inviting Harris & Associates (Harris) to submit a proposal to provide Planning Staff Support Services for the Suisun Logistics Center Project (Project) in the City of Suisun City (City).

Harris will assist the City with document reviews, coordination with departments and agencies, project management, staff report preparation, hearing preparation and public hearing presentation, and other tasks as directed by the City associated with the Project.

PROJECT UNDERSTANDING

The Project includes development of 2.1 million square feet of warehousing uses on approximately 120 acres. The remaining acreage would be open space. The entire 167.43-acre site would be annexed into the Suisun City limits. The Project would be located east of Walters Road between Petersen Road and Highway 12. Six buildings ranging from 145,397 to 644,782 square feet would be developed on site. Each building would provide docks, grade level roll-up doors, and trailer parking stalls. The facility would be enclosed with a secure perimeter and access would be restricted to authorized users.

SCOPE OF SERVICES

Harris understands the City would like Amy to attend the Planning Commission and City Council hearings onsite and in person, with the remainder of her work performed remotely. However, Harris can be available for in-person meetings with advance notice. Harris will work with the applicant, stakeholders, First Carbon Solutions (CEQA consultant), and City staff to complete the project for a hearing.

For purposes of this cost estimate, hourly rates for Amy and the remainder of the Harris team have been provided. It is anticipated that Amy (Project Manager) will perform the majority of the staff support services, however additional support may be provided by Delanie Garlick (Principal Planner), David Mack (Planning Manager); and/or Darin Neufeld (Planning Director). All work completed would be billed as time and materials.

Please feel free to contact me with questions about this proposal.

Sincerely,
Harris & Associates, Inc.

Darin Neufeld, AICP
Director, Environmental Planning + Compliance
(619) 200-9137 ■ Darin.Neufeld@WeAreHarris.com

Enclosures: EPC- Planning Hourly Rates
Team Resumes

Harris & Associates

STANDARD HOURLY BILLING RATES
FOR ENVIRONMENTAL + PLANNING CONSULTING STAFF

Effective January 1 - December 31, 2026

Staff	Title	Hourly Billing Rate
Directors, Senior Directors, Vice Presidents		
Darin Neufeld	*Director*	$290
Project Managers, Senior Staff		
David Mack	*Senior Project Manager/Planning Manager*	$235
Delanie Garlick	*Principal Planner*	$225
Project Analysts		
Amy Rossig	*Senior Associate Planner*	$175

ENVIRONMENTAL + CONSULTING SERVICES	HOURLY RATE
Directors, Senior Directors, Vice Presidents	$250-395
Environmental Counsel (Licensed Attorney)	$450
Project Managers, Senior Staff	$165-265
Project Analysts	$95-195
Technical and Administrative Support	$85-185

Notes:
Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1st of every year.

Annual rate escalation tied to the Consumer Price Index or 4%, whichever is higher, shall be included for multi-year contracts and projects.

When applicable, the following charges will be added to projects:

- Production
  - Black & white printing $0.02/page (8.5x11) and $0.03/page (11x17)
  - Color printing will be $0.06/page (8.5x11) and $0.08/page (11x17)
- Data-Gathering Tools
  - Harris Drone, GPS Unit, Noise Meter – $100/day or add $12.50/hour to billing rate
- Vehicles and Mileage
  - Harris Vehicle – $75/day
  - Personal Vehicle – Mileage will be charged at the current IRS rate
- All subconsultant charges and other direct costs are subject to a 10% markup

Amy Rossig

SENIOR ASSOCIATE PLANNER

Amy brings over six years of experience in current planning within the public sector and more than four years of experience in affordable housing. Her planning background includes permit compliance and review, as well as the analysis, preparation, and evaluation of California Environmental Quality Act (CEQA) documents, including Negative Declarations (NDs) and Mitigated Negative Declarations (MNDs). In the affordable housing sector, Amy has significant experience in project management, guiding projects through the financial processes of tax credits and bond financing.

EDUCATION

BA, Public & Urban Affairs

RELEVANT EXPERIENCE

- **County of San Bernardino*, Land Use Services Department.*** Contract Planner. Harris assists the County with processing current planning applications and peer review of project-related environmental documents. Projects range in complexity from pre-application reviews to Major Conditional Use Permits heard before the Planning Commission and Board of Supervisors. As a Planner IV, Amy has managed and assisted with pre-application reviews, discretionary application reviews, internal project routing, inter-agency briefings, project scoping meetings, technical analysis of housing-related projects, staff report preparation and review, and public hearing presentations. She has also coordinated with local, state, and federal agencies. Amy has consistently supported the timely and budget-conscious review of environmental documents and discretionary permit applications.
- **City of Benicia*, General Planning.*** Planner. Assisted the department with public counter customer service and zoning inquiries. Reviewed building permits for compliance with planning requirements such as setbacks, coverage, height, floor-area ratio, and landscaping. Contributed to implementation of the Downtown Mixed Use Master Plan, a form-based code aligned with the City's central vision.
- **Placer County*, Zoning Code Update.*** Planner. Updated the Reasonable Accommodations section of the Zoning Ordinance to align with the Housing Element. Changes included removal of notification requirements and findings related to surrounding impacts, and coordination with the Placer Airport Land Use Commission for consistency findings.
- **Placer County*, Design Review.*** Planner. Managed design review for commercial projects, including fast-food chains like Chick-fil-A and KFC, in areas with strict design standards. Reviewed residential projects within a Specific Plan area to ensure compliance with local guidelines.
- **Placer County*, Conditional Use Permit.*** Planner. Managed review of a proposed development of 57 tiny vacation rental cabins in Foresthill, CA, within a high fire severity zone. The project faced public opposition due to fire safety concerns and single-road access. Responsibilities included coordination and preparation of the Environmental Impact Report (EIR).
- **Placer County*, Setback Variance and Appeal.*** Planner. Reviewed a proposal to reduce side setback requirements on a 20-acre parcel to permit unpermitted structures. Findings to support the project could not be made, leading to an appeal from the Zoning Administrator to the Planning Commission and subsequently to the Board of Supervisors. The project was exempt from CEQA as it could not be approved.
- **City of Benicia*, Historic Preservation and Design Review.*** Planner. Handled historic preservation and design review projects including additions to non-contributing homes, window remodels, roof replacements, and structure restorations. Ensured compliance with local design standards and the Secretary of the Interior's Standards and Guidelines for Rehabilitation and Restoration.

Delanie Garlick

PRINCIPAL PLANNER/PROJECT MANAGER

Delanie is an accomplished planner with extensive experience in city planning and development, particularly in rewriting zoning codes and implementing policies to promote affordable and sustainable housing. She has led teams through significant changes, including the adoption of new procedures and engagement with various stakeholders. Prior to joining Harris, Delanie worked in-house as an Associate Planner for Placer County and as a Development Services Manager for the City of Boise. She has a strong background in land use analysis, environmental compliance, and project management, with a proven ability to navigate complex planning entitlements and work directly with developers on large-scale projects. Her career has also included roles in environmental protection, community outreach, and GIS analysis.

EDUCATION

MS, Geography

BA, Geography

RELEVANT EXPERIENCE

- **City of Willows*, On-Call Planning Staff Support.*** Planner. Harris is providing ongoing on-call planning staff support to the City of Willows, offering expertise in both short- and long-range planning, zoning, and residential and commercial development review. Serving as an extension of City staff, Harris delivers professional planning services and technical assistance to support day-to-day operations, guide applicants through the entitlement and CEQA processes, and ensure compliance with local and state regulations. With a strong emphasis on responsiveness and customer service, Harris helps the City maintain consistent, high-quality planning services while advancing community goals and regulatory clarity.
- **County of San Bernardino*, Land Use Services Department.*** Contract Planner. Harris assists the County with the processing of current planning applications and the peer review of project-related environmental documents. Harris has been assigned projects ranging in complexity from pre-application reviews to Major Conditional Use Permits being heard before the Planning Commission and Board of Supervisors. Delanie has managed and assisted with pre-application review, discretionary application review, internal project routing, inter-agency project briefings, project scoping meetings, technical analysis of housing-related projects, staff report preparation and review, and public hearing presentations. She has also assisted in coordination with responsible local, state, and federal agencies. Delanie has been part of a team that has reviewed and/or processed environmental review documents and discretionary permit applications in a timely manner and within budget.
- **City of Boise*, Various Projects.*** Senior Planner. In this role, Delanie reviewed, assessed, and analyzed development projects for compliance with the Boise City Zoning Code, Comprehensive Plan, and State of Idaho Local Land Use Planning Act (LLUPA). She prepared detailed reports and presented recommendations to the Planning and Zoning Commission and City Council on the most complex planning entitlements. Additionally, she served as a liaison to associated agencies and communities impacted by proposed developments. She participated in construction plan reviews and conducted final occupancy inspections to ensure compliance with required conditions of approval. Delanie performed professional-level planning work involving research, analysis, and technical assistance on major projects. She also assisted in training and onboarding new team members and supported the Planning and Zoning Manager.
- **Placer County*, Community Development Resource Agency.*** Associate Planner. Delanie performed professional planning duties related to land use, environmental protection, economic development, environmental compliance, and more. She administered applicable local ordinances and state and federal statutes, assisting the public with understanding and complying with regulations. She made CEQA and NEPA determinations and provided guidance on environmental review processes. Recognized for exceptional customer service, Delanie processed permits efficiently and engaged in public outreach. She coordinated with other departments and agencies, met regularly with applicants, and maintained project communication. She also prepared staff reports and delivered presentations of findings and recommendations to public hearing bodies.

David Mack, AICP

SENIOR PROJECT MANAGER/PLANNING MANAGER

David has more than 19 years of experience in community development and environmental planning. His planning experience includes facilitating planning permit compliance and review; analyzing, preparing, and reviewing CEQA documents, including negative declarations (NDs), mitigated negative declarations (MNDs), and environmental impact reports (EIRs); and processing and reviewing proposed development projects, including general plan amendments, specific plans, and rezoning requests. David communicates with the public with clarity and proficiency and is a skilled and effective presenter. Work completed by David is concise, well scripted, and allows decision-makers and public members to understand the projects and potential issues/impacts clearly. David completes projects on time and within budget.

EDUCATION

BA, Environmental Studies

CERTIFICATIONS/ LICENSES

Certified Planner, American Institute of Certified Planners

AFFILIATIONS

Association of Environmental Professionals (AEP), Member at Large on the AEP Board

American Public Works Association (APWA)

RELEVANT EXPERIENCE

- **County of San Bernardino*, CEQA and Planning Support Services.*** Project Manager. Harris has provided planning support services/staff augmentation to the County since late 2023. In this role, Harris staff have served as an extension of County staff relative to the processing of Discretionary Permits, Development Pre-Applications, and associated CEQA documents. Harris is responsible for application review, compliance determination with applicable general plan, zoning code, and individual land use and area plans.
- **City of Willows*, On-Call Planning Staff Support.*** Project Manager. Harris provides ongoing on-call planning staff support to the City, offering expertise in both short- and long-range planning, zoning, and residential and commercial development review. Serving as an extension of City staff, Harris delivers professional planning services and technical assistance to support day-to-day operations, guide applicants through the entitlement and CEQA processes, and verify compliance with local and state regulations.
- **County of Monterey*, Housing and Community Development, Staff Augmentation/Support Services.*** Contract Planner/Project Manager. Harris assists the County with the processing of current planning applications and the preparation of project related environmental documents. Harris has completed projects ranging in complexity from administrative permits to conditional use permits being heard by the zoning administrator, Planning Commission, and Board of Supervisors. As project manager, David managed and completed project assignments from Monterey County, involving project file review; CEQA consistency determinations; CEQA document preparation, including NDs, MNDs, and EIRs; staff report preparation; and public hearing presentations (upon request). David and his staff worked with Monterey County employees to produce environmental review documents and staff reports in a timely manner and below budget for the last year and a half.
- **County of Humboldt*, Planning Support Services/Staff Augmentation.*** Project Manager. The Harris planning team provided planning support and staff augmentation services to the County of Humboldt from late 2020 to early 2023. Under David's leadership, Harris assisted the County with planning and environmental compliance services, including cannabis discretionary permit applications, current planning applications, management of environmental review processes, and preparation and completion of third-party review of CEQA documentation. Harris delivered detailed, concise, and complete staff reports and conducted public presentations for Humboldt County for two years. During that time, decision makers with Humboldt County positively commented on the quality of work delivered.
- **City of San Juan Bautista*, Planning Support Services/Staff Augmentation.*** City Planner (Contract). Harris has provided planning support/staff augmentation services to the City of

Darin Neufeld, AICP

DIRECTOR, ENVIRONMENTAL PLANNING + COMPLIANCE

Darin has 18 years of experience in environmental planning and project management, eight of those working for lead agencies. He specializes in CEQA compliance. He has experience with master-planned communities, commercial/retail, industrial, renewable energy, climate action planning, and long-range planning projects. Darin has managed complex and controversial projects including general plan amendments, community plans, climate action plans, and large-scale renewable energy projects. For six years, Darin managed the CEQA process for the County of San Diego Planning & Development Services Department. He oversaw the review and production of CEQA documents while managing 32 staff in his role as Chief, Departmental Operations.

EDUCATION

MA, Urban History

BA, History

CERTIFICATIONS/ LICENSES

Certified Planner, American Institute of Certified Planners

RECENT SPEAKING ENGAGEMENTS

Darin Neufeld presented at the 2025 Association of Environmental Professionals State Conference on CEQA Guidelines 15183 and a recent CEQA case called *Hilltop v. County of San Diego*. Darin worked on the Hilltop project while Chief of Departmental Operations for the County of San Diego Planning & Development Services Department.

SELECT EXPERIENCE

- **City of Walnut Creek*, Planning Services.*** Project Manager. Harris provides contract planning services to the City of Walnut Creek's Community Development Department, offering expert support across a range of planning functions including land development permitting, zoning, land use policy, environmental review, sustainability, and transportation planning. Harris staff also provided as-needed expertise in air quality, biological and cultural resources, greenhouse gas analysis, noise, and GIS mapping. Darin Neufeld served as the City's Consulting Senior Planner, presenting to both the Planning Commission and City Council in support of the project's successful approval.
- **County of San Diego PDS*, As-Needed PDS Staff Support Services.*** Project Manager. Darin is managing contract staff support services related to CEQA to support the PDS Project Planning Division. Darin authors and reviews Exemptions, 15183 Checklists, Initial Studies, NDs/ MNDs, and EIRs. He provides expert senior-level review and coordinates with County staff and County Counsel on project issues.
- **County of San Diego PDS*, Climate Action Plan (CAP) Update Supplemental Environmental Impact Report (SEIR) Services.*** Project Manager. Darin provides professional services related to climate change and GHGs on a temporary basis to support the County's preparation of the CAP Update and CAP Update SEIR. Specifically, these services are provided to support the County as it remedies the issues affirmed in the Appellate Court decision.
- **County of San Bernardino*, CEQA and Planning Support Services.*** Principal-in-Charge. Harris has provided planning support services/staff augmentation to the County since late 2023. In this role, Harris staff have served as an extension of County staff relative to the processing of Discretionary Permits, Development Pre-Applications, and associated CEQA documents. Harris is responsible for application review, compliance determination with applicable general plan, zoning code, and individual land use and area plans. Darin oversees this effort and provides CEQA technical advice and CEQA reviews for the County.
- **City of Napa*, Napa Glamping Campground.*** Principal-in-Charge. Harris completed entitlement support and an Initial Study/Mitigated Negative Declaration for the City of Napa. Darin assisted the City with responses to community and legal comments and with preparation and attendance at a City Council hearing.

AGENDA ITEM NO. 11.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-___: Authorizing the City Manager to Execute a Fourth Amendment to a Professional Services Agreement with First Carbon Solutions for Continued Services Preparing an Environmental Impact Report for the Suisun Logistics Center Project and Determining that the Action is Exempt from the California Environmental Quality Act (CEQA).

FISCAL IMPACT: Due to this budget amendment, there would be no fiscal impact on the General Fund. The total cost for retaining First Carbon Solutions (FCS) to prepare and complete an Environmental Impact Report (EIR) will be fully borne by the developer/applicant. Payments to the consultant are only made when funds are deposited by the developer.

STRATEGIC PLAN: Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

BACKGROUND: On December 15, 2020, the City Council adopted Resolution No. 2020-155 authorizing the City Manager to execute a professional services agreement with environmental consulting firm First Carbon Solution (FCS) to complete a California Environmental Quality Act (CEQA) review for the Suisun Logistics Project totaling $268,729, located east of Walters between Peterson Road and Highway 12.

Following execution of the original contract in 2020, three (3) additional contract modifications have been approved to allow environmental evaluation to continue, bringing the total contract amount to $399,109 to date, as shown below:

- Original Contract (Resolution No. 2020-155) $268,729
- 1st Contract Modification (City Manager Approval) $24,590 (total $293,319)
- 2nd Contract Modification (Resolution No. 2022-160) $33,000 (total $326,319)
- 3rd Contract Modification (Resolution No. 2024-50) $72,790 (total $399,109)
- Total Contract Amount to Date: $399,109

The Public Review Draft EIR was released in July 2024 for the CEQA-required 45-day public comment period. Following receipt of public comment, FCS is requesting additional funds to prepare and recirculate portions of the Draft EIR as a result of comments received during the public review period. In addition, the additional amount is needed to prepare the Final EIR, which would include response to public comments received.

STAFF REPORT: Since the initial contract approval, the Applicant and consultant have been working with staff to complete the required environmental review. Work to date has included evaluating various project elements such as air quality, traffic, and biological conditions in anticipation of the release of a DEIR to the public for review and comment.

After assessing the remaining tasks and following the public review period of the Draft EIR in 2024, FCS is seeking an additional $196,830.00 to augment the budget to ensure adequate funding is available

for preparation of portions of the Draft EIR and preparation of the Final EIR and responding to comments received during public review.

If approved, the recommended budget augmentation of $196,830, which increases the total contract to $595,939. Again, this cost is fully borne by the Applicant, and no general funds are used for preparation of the environmental analysis.

Environmental Review
The Development Services Director has determined that the recommended action of approving the contract modification is not a "project" pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15378 since it does not result in a physical change in the environment.

STAFF RECOMMENDATION: Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a fourth amendment to a Professional Services Agreement with First Carbon Solutions to continue preparation of an Environmental Impact Report for the Suisun Logistics Center Project.

PREPARED BY:	Ricky Caperton, Development Services Director
REVIEWED BY:	Ricky Caperton, AICP, Development Services Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution FCS Contract Modification No. 4 Suisun Logistics ATCH 1
2. FCS Contract Modification No. 4 Suisun Logistics ATCH 2

.

ATTACHMENT 1

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORZING THE CITY MANAGER TO EXECUTE A FOURTH AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH FIRST CARBON SOLUTIONS FOR CONTINUED SERVICES PREPARING AN ENVIRONMENTAL IMPACT REPORT FOR THE SUISUN LOGISTICS CENTER PROJECT AND DETERMINING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, a development application has been received for the Suisun Logistics Center Project and requires environmental review consistent with the California Environmental Quality Act (CEQA); and

WHEREAS, it has been determined that it is necessary to hire a consulting firm to complete the environment document for the Project at the full cost of the Applicant; and

WHEREAS, the City solicited a Request for Proposal (RFP) from environmental firms to complete the work and received six proposals in 2020, and selected First Carbon Solutions; and

WHEREAS, the City Council authorized the City Manager to enter into a professional services agreement with First Carbon Solutions at their December 15, 2020, meeting in the amount of $268,729; and

WHEREAS, on March 28, 2022, the City Manager authorized the first amendment to the contract to include additional scope of work and budget in the amount of $24,590, increasing the total budget to $293,319, related to tasks for preparation of a Cultural Resources Assessment – Section 106 analysis; and

WHEREAS, on December 22, 2022, the City Council authorized the second amendment to the contract to include additional scope of work and budget in the amount of $33,000, increasing the total budget to $326,319, related to tasks for preparation of additional biological resources analysis and for anticipated responding to public comments on the Environmental Impact Report; and

WHEREAS, it is necessary to increase the scope of work and budget in the amount of $196,830 to complete the environmental analysis related to tasks for recirculating a portion of the Environmental Impact Report and respond to comments for preparation of a Final Environmental Impact Report; and

WHEREAS, this action is not considered a "project" pursuant to (CEQA) Guidelines §15378 since it does not result in a physical change in the environment.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute a fourth amendment to a Professional Services Agreement with First Carbon Solutions for $196,830, increasing the total amount of the agreement to $595,939, for continued services preparing an Environmental Impact Report for the Suisun Logistics Center Project.

ATTACHMENT 1

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, this 16th day of December 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of December 2025.

_____

Anita Skinner, CMC
City Clerk

Southern California
250 Commerce, Suite 210
Irvine, CA 92602

Northern California
2999 Oak Road, Suite 250
Walnut Creek, CA 94597

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Email info@fcs-intl.com

firstcarbonsolutions.com

FCS
An ADEC Innovation

June 18, 2025

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

Subject: Proposed to Prepare a Recirculated Environmental Impact Report and Final EIR Responses to Comments, and Findings of Fact for the Suisun Logistics Project

Dear Jim:

FCS International, Inc., doing business as FirstCarbon Solutions (FCS) is pleased to submit this augment request to cover recirculation of portions of the Draft EIR, as well as preparation of responses to comments, findings of fact, and attendance at team meetings and public hearings.

We are committed to responding to project needs in a timely and cost-effective manner. Should you have any questions regarding this Scope of Work (Scope), please contact me at 415-713-5223 or mbean@fcs-intl.com.

We look forward to continuing our successful working relationship with you on this important project.

Sincerely,

FirstCarbon Solutions

Mary Bean

Mary Bean, Senior Vice President, Environmental Services

FCS

Project Understanding

FCS understands that the City proposes to recirculate portions of the Draft EIR to address specific comments received during the public comment period that occurred in August and September 2024. The key areas for recirculation include but are not limited to the following:

- The project description will be recirculated to clarify statements related to development standards, as well as the concurrent annexation to Solano Irrigation District (SID), Solano-Suisun Water Association (SSWA), Fairfield Suisun Sewer District (FSSD), and detachments from the Suisun Fire Protection District (SFPD) and the County Service Area.
- The greenhouse gases section will be recirculated in its entirety.
- Portions of the land use section will be recirculated to clarify statements related to development standards as well as the concurrent annexation described above.
- Portions of the utilities section will be recirculated to provide clarifying information related to Water Supply in light of climate change, as analyzed by the Department of Water Resources (DWR). Supporting information will be appended.

The Recirculated Draft EIR will explain that certain comments received during the 45-day public review period for the Draft EIR that circulated between July 26 and September 9, 2024, that relate to information and analysis that is now proposed for recirculation are effectively void, and the reader is encouraged to submit new comments, if needed.

During the public review period for the recirculated portions of the Draft EIR, FCS will continue to draft responses to comments received on the 2024 Draft EIR that are not affected by the recirculation. Once the comment period for the Recirculated Draft EIR is complete, FCS will evaluate the comments received, together with the City, and will prepare responses to all new comments received.

The Final EIR will include responses to the comments received on the original Draft EIR, as well as responses to comments received related to the recirculated portions of the Draft EIR.

Scope of Work

Task 1: Prepare Recirculated Draft EIR

Task 1a: Prepare Selected portions of the Draft EIR for Recirculation

FCS will prepare portions of the Draft EIR for recirculation

- Introduction: the Introduction will explain the purpose for the recirculation and will clarify the disposition of comments submitted previously vis a vis the information included in the Recirculated Draft EIR.
- Project Description:

FCS

- A new subsection 2.2.13 Development Standards will generally describe the proposed development standards, and will refer the reader to a new Appendix N, where a copy of the complete development standards can be found.
- Section 2.4.1 Discretionary and Ministerial Actions will be updated with clarifying information regarding concurrent annexation to Solano Irrigation District (SID), Solano-Suisun Water Association (SSWA), Fairfield Suisun Sewer District (FSSD), and detachments from the Suisun Fire Protection District (SFPD) and the County Service Area

- Greenhouse Gas Emissions: This section will be recirculated in its entirety to provide updated information related to the approach, methodology, analysis, and conclusions.
- Land Use: Portions of the land use section will be recirculated to clarify statements related to development standards and annexation of the project site into the City.
- Utilities: Portions of the utilities section will be recirculated to provide clarifying information related to Water Supply in light of climate change. The section will also refer the reader to Appendix M, which will include the following new information from the Department of Water Resources:
  - The Draft State Water Project Delivery Capability Report 2023 (May 2024)
  - Risk-Informed Future Climate Scenario Development for the State Water Project Delivery Capability Report (December 2023)
  - Evaluation and Adjustment of Historical Hydroclimate Data (December 2023)

Task 1b: Revise Administrative Draft Recirculated EIR in response to City comments

FCS will revise the Administrative Draft information in response to one set of consolidated comments from the City.

Task 1c: Prepare Recirculated Draft EIR for Publication

Upon completion of revisions, FCS will prepare the Public Review Recirculated Draft EIR, including preparing the Notice of Completion and uploading to document to the State Clearinghouse CEQANet website.

- Electronic copies (via SharePoint in Microsoft Word and PDF) of the Recirculated Draft EIR

Task 2: Responses to comments submitted on the 2024 Draft EIR

FCS will prepare responses to all comments submitted during the July 26 to September 9, 2024 public review period for the original Draft EIR. Responses will include reference to the recirculated portions of the Draft EIR and whether a comment is effectively void as a result of the provision of new or clarifying information in the Recirculated Draft EIR.

FCS has already prepared many draft responses; for instance, the responses to comments related to biological resources have already been drafted and submitted to the City for review. These include responses to the California Department of Fish and Wildlife letter, and specific comments contained in several other letters.

FCS

Task 3: Prepare Final EIR including RTC from original EIR and RTC from comments submitted on Recirculated Draft EIR

Subtask 3.1: Administrative Final EIR

FCS will prepare an Administrative Final EIR in accordance with the applicable requirements contained in CEQA Guidelines Sections 15088 and 15089. The Administrative Final EIR will list all agencies, organizations, and individuals who submitted written comments on the Public Draft EIR during the public review period and provide written responses to those comments. To enhance readability and avoid redundancy, FCS will use Master Responses to address frequent and reoccurring comments on the Draft EIR's analysis. Additionally, the Administrative Final EIR will contain an Errata, which will document minor changes to the Public Draft EIR text in strikeout-underline format.

FCS representatives will attend a public comment session concerning the Public Draft EIR during the public review period. FCS will summarize verbal comments received at the meeting in the Administrative Final EIR and provide written responses to said comments.

Based on FCS's experience responding to comments on the prior EIR, we have budgeted 220 hours of FCS staff time (including technical, editing, and administrative personnel) for this task. Together with the City, FCS will evaluate the volume and complexity of comments received on the Public Draft EIR. If additional time is required beyond what is budgeted, FCS will prepare a budget augment to cover the actual level of effort.

DELIVERABLE:

- Electronic copy (via SharePoint in Microsoft Word) of the Administrative Final EIR.

Subtask 3.2: Screencheck Final EIR

FCS will respond to comments on the Administrative Final EIR. It is assumed that the FCS will address one set of consolidated, vetted comments (with tracked changes in the Word document) on the Administrative Final EIR. Upon receipt of the consolidated set of comments, FCS will prepare the Screencheck Final EIR. The intent of the Screencheck Final EIR is to allow City staff to review final changes to the Final EIR prior to publication. It is anticipated that any comments on the Screencheck Final EIR would concern minor points and not require major revisions. FCS can provide a track change version in PDF of the Screencheck Final EIR for reference upon request.

DELIVERABLE:

- Electronic copy (via SharePoint in Microsoft Word format) of the Screencheck Final EIR.

Subtask 3.3: Final EIR

It is assumed that FCS will address one set of consolidated, vetted comments (with tracked changes in the Word document) on the Screencheck Final EIR. Once City staff provides final comments on the Screencheck

Final EIR, FCS will proceed with finalizing and producing the Final EIR. This task assumes technical staff time will be required to complete revisions to the Final EIR, plus editing and administrative staff time to prepare the document for publication, including compliance with ADA requirements. If additional hours are required, we will prepare a budget augment to cover the actual level of effort.

FCS will provide copies of the Final EIR to the City, who will be responsible for local distribution, noticing, and posting. This Scope assumes that City staff will prepare and mail all notices associated with the Final EIR to local agencies and interested parties.

Task 4: Mitigation Monitoring and Reporting Program

FCS will prepare a comprehensive MMRP, pursuant to CEQA Guidelines Section 15097. The MMRP will contain all mitigation measures identified in the EIR. This comprehensive MMRP will provide City staff with a single source of reference to the full range of mitigation measures to be implemented. For each measure or group of similar measures, the agency responsible for ensuring proper implementation will be identified, along with the timing and method of verification. The MMRP will be included in the Final EIR submittal.

Once FCS receives consolidated, vetted comments (with tracked changes in the Word document) on the MMRP, FCS will complete revisions and provide the City with a final MMRP.

DELIVERABLES:

- Electronic copy (via SharePoint in Microsoft Word) of the draft MMRP.
- Electronic copy (via SharePoint in PDF) of the final MMRP.

Task 5: Findings of Fact and Statement of Overriding Considerations

Pursuant to CEQA Guidelines Sections 15091 and 15093, FCS will prepare draft Findings of Fact for each potentially significant effect identified in the EIR and a Statement of Overriding Considerations for any unavoidable significant impacts associated with the proposed project. As required by the CEQA Guidelines, one of three findings must be made for each significant effect and must be supported by substantial evidence in the record. The Statement of Overriding Considerations will rely on input from the project team regarding the benefits of the project. FCS's Project Manager will consult with the City to review draft findings and to finalize the findings.

Task 6: Public Hearings

FCS will attend up to 3 public hearings, assumed to include one Planning Commission and two city council hearings. A budget of 6 hours per meeting is assumed.

Upon a final decision by the City Council, FCS will also prepare the Notice of Determination (NOD) for the project, which the City will file, within five business days of EIR certification.

Task 7: Team Meetings

FCS will continue to attend Team meetings on a bi-weekly basis. This task assumes attendance at up to 10 additional meetings, covering the period of July through November.

FCS

Task 8: Management

FCS will perform a variety of project management duties to ensure that the EIR meets the City's standards of quality, and that it is delivered on time and within budget. These duties will include team supervision and coordination, oral and written communications with City staff, project accounting, and quality assurance review by FCS's Project Director and Technical Editor of all deliverable products. This task assumes 100 hours of staff time for project management.

DELIVERABLES:

- Electronic copy (via SharePoint in Microsoft Word) of the draft Findings of Fact and Statement of Overriding Considerations.
- Electronic copy (via SharePoint in PDF) of the final Findings of Fact and Statement of Overriding Considerations.

Task 9: Electronic Copy of Records

FCS will compile an electronic copy of non-confidential records utilized by FCS supporting the preparation of the EIR. The copy of records will consist of the documents, either in whole or in relevant part, that are cited in the preparation of the EIR, including background material, websites, and correspondence. This copy of records is limited to those documents identified in either the text or footnotes of the Public Draft EIR only. This copy of records will not include internal communications or any preliminary draft or working documents.

Tasks Outside the Scope of Work

The following are tasks FCS has identified as falling outside its Scope for the proposed project.

Newspaper Noticing/Local Noticing

FCS assumes that City staff will be responsible for any public noticing related to the certification of the EIR.

Notice of Determination Filing/Payment of Fees

FCS assumes that the applicant or City staff will be responsible for filing the NOD with the Solano County Clerk's Office within five business days of certification of the EIR. Please be advised that as of January 1, 2025, the filing fees for an EIR are $4,123.50 (CDFW fee) plus a $50 County handling fee, for a grand total of **$4,172.50**. The applicant will be responsible for paying the associated filing fees.

Schedule

FCS has prepared the following schedule, assuming a start date of June 23.

Task	Week	Date
Task 1 Prepare Recirculated Draft EIR		

FCS

Task	Week	Date
Subtask 1.1: Administrative Draft EIR	4	7/18/25
– *Receive comments on Admin Draft EIR*	6	8/1/25
Subtask 1.2: Prepare Screencheck DEIR	9	8/22/25
– *Receive comments on Screencheck Draft EIR*	11	9/5/25
Subtask 1.3: Publish Public Draft EIR	12	9/12/25
– *Begin 45-day Public Review Period*	12	9/12/25
– *45-day Public Comment Period Ends*	18	10/27/25
Task 2 Draft Responses to Comments on 2024 Draft EIR	12 – 18	
Task 3 and 4 Prepare Final EIR and MMRP		
– *Meet with City to review comments received*	19	11/3/25
– *Submit Administrative Final EIR*[1]	23	12/1/25
– *Receive Comments on Administrative Final EIR*	27	12/29/25
– *Submit Screencheck Final EIR and Draft MMRP*	30	1/16/2026
– *Receive Comments on Screencheck Final EIR*	33	2/6/2026
– *Submit Final EIR and Final MMRP*	35	2/20/2026
Task 5 Findings of Fact and Statement of Overriding Considerations		
– *Submit draft Findings of Fact and Statement of Overriding Considerations*	30	1/16/2026
– *Receive Comments on Findings of Fact and Statement of Overriding Considerations*	33	2/6/2026
– *Submit Findings of Fact and Statement of Overriding Considerations*	35	2/20/2026
Task 6 Public Hearings and Notice of Determination		
– *Planning Commission Meeting*		March
– *City Council Meeting #1*		April
– *City Council Meeting #2*		May

Task	Week	Date
– *File NOD with Alameda County Clerk (within five business days of EIR certification)*		May
Task 7 and 8 Team Meetings and Management		**Ongoing**

Note:
[1] Depending on volume and complexity of comments received

Proposed Budget

FCS has prepared the following budget identifying the costs of each task.

Task	Fees
Task 1 Prepare Recirculated Draft EIR	$26,670
Task 2 Draft Responses to Comments on the 2024 Draft EIR	$30,950
Task 3 Prepare Final EIR	
- *Administrative Final EIR*	$45,800
- *Screencheck Final EIR*	$23,020
- *Final EIR*	$14,360
Task 4 Prepare MMRP	$2,070
Task 5 Prepare Findings of Fact and SOC	$11,270
Task 6 Attend Team Meetings	$14,400
Task 7 Attend Public Hearings	$14,600
Task 8 Management and Coordination	$6,200
Task 9 Electronic Copy of Records	$3,490
Total FCS Professional Labor	**$192,830**
Direct Costs	
Reprographics, Mileage, Deliveries, etc.	$4,000
Total FCS Professional Fee	**$196,830**

FCS

Assumptions

The assumptions used in calculating the above fees are:

- Reimbursable expenses have been included in the table above. These direct costs, including, but not limited to those items presented below, will be reimbursable upon provision of proper documentation:
  - Purchases of project materials
  - Reproduction, reprographics, document production, printing and photographic
  - Postage, messenger, delivery, and overnight mailing
  - Mileage, noticing, and record searches
  - Other miscellaneous costs directly related to the project
- There will be no significant revisions to the submitted development application. If there is a change in the project description by the applicant, a budget adjustment will be required to account for the project revisions.
- This price is based on completion of the work within the proposed schedule. If delays occur, an amendment of the price would be warranted to accommodate additional project management and other costs and to reflect adjustments for updated billing rates.
- The fee is valid for up to 30 days from the date of this Scope, after which it may be subject to revision.
- Costs have been allocated to tasks based upon FCS's proposed approach. During the work, FCS may, on its sole authority, re-allocate costs among tasks and/or direct costs, as circumstances warrant, so long as the adjustments maintain the total price within its authorized amount.
- The FCS Project Manager will be the primary representative at the project meeting and public hearing.

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AGENDA ITEM NO. 12.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 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 TC Property Management, LTD, and Determining that the Action is Exempt from the California Environmental Quality Act (CEQA).

FISCAL IMPACT: The sale of the property to adjacent ownership group would result in rehabilitation of a structure in need of repair, while providing long-term upkeep in addition to absolving the City from expending resources to maintain and insure the former senior center building. Further, the sale of the property would go into the City's General Fund, with a small contribution to the City's Public Art Fund.

STRATEGIC PLAN: Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

BACKGROUND: On June 24, 2025, the City Council adopted Resolution No. 2025-63 declaring the subject property (318 Merganser Drive / APN: 0173-010-230) as Surplus Land pursuant to the Surplus Land Act (SLA). The SLA process is intended to allow the government to sale property that is no longer deemed useful. The subject property is shown in **Attachment 2, Property Location.**

The subject property formerly served as the City's Senior Center until 2020 when it closed because of rising costs to update, maintain, and retrofit for Americans with Disabilities Act (ADA) guidelines, in addition to COVID-19 and reduced programming, led to the decline of patronage, eventually leading to closing its doors. However, the Joseph Nelson Community Center began hosting senior programs in 2022, in addition to the Ray and Joan Kroc Center providing other senior-related programs and resources.

Since its closing, the subject property has been deteriorating, and costs have increased to maintain and continually insure the property.

STAFF REPORT: Because of the subject property's adjacency to existing senior housing (Casa de Suisun), who happens to also own the property where the subject property's parking spaces are, the potential buyer, Ted Caldwell (owner of Casa de Suisun), has expressed interest in offering fair market value for the property. An appraisal was completed in 2023, included as **Attachment 3, Appraisal.** As shown on page 39 of the appraisal, the market value was identified as $250,000.00.

The proposed Purchase and Sale Agreement (**Attachment 4, Purchase and Sale Agreement**) between the City of Suisun City and TC Property Management, LTD, provides for the sale of the subject property for $250,000 in addition to a $25,000 contribution to the City's Public Art Fund. Other key components of the Purchase and Sale Agreement include:

- Between six (6) and nine (9) deed-restricted senior housing units will be constructed on the property to ensure the secured housing for seniors for the foreseeable future;
- The buyer would have six (6) months from the time of executing of the Purchase and Sale

Agreement to submit for entitlements and/or permits to construct the senior units at the full cost of the buyer; and

- The buyer will commit to working in good faith with the City on collaboration and partnership in ways to enhance senior resources and promote aging in place.

Collectively, the Purchase and Sale of the subject property to buyer would make the most sense given the constraints of the property to otherwise develop. Its adjacency to an existing senior living complex would ensure additional senior housing is constructed with minimal effort. Additionally, the proposed buyer also has ownership of the parking for the subject property and therefore would seamlessly integrate to their existing facility. Lastly, the added benefit of an additional $25,000 contribution the City's Public Art Fund beyond appraised value is a commitment to the community.

Environmental Review

Pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15312 (Class 12: Surplus Government Property Sales), the purchase and sale would be exempt from further environmental review.

STAFF RECOMMENDATION: It is recommended that Council adopt Resolution No. 2025-___: Approving a Purchase and Sale Agreement of Real Property Between the City of Suisun City and TC Property Management, LTD, and determining that the action is exempt from the California Environmental Quality Act (CEQA).

PREPARED BY:	Ricky Caperton, Development Services Director
REVIEWED BY:	Ricky Caperton, AICP, Development Services Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. 318 Merganser Drive PSA ATCH 1 CC RESO No. 2025-XX.pdf
2. 318 Merganser Drive PSA ATCH 2 Property Location.pdf
3. 318 Merganser Drive PSA ATCH 3 Appraisal.pdf
4. 318 Merganser Drive PSA ATCH 4 Purchase and Sale Agreement (DRAFT).pdf

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ATTACHMENT 1

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 TC PROPERTY MANAGEMENT, LTD, AND DETERMINING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the City of Suisun City owns certain real property in the City of Suisun City (City), County of Solano, State of California, located at 318 Merganser Drive (APN: 0173-010-230) (Property); and

WHEREAS, the Property is comprised of approximately 0.32-acres of land and an approximately 5,275 square-foot existing building formerly used as the City's Senior Center; and

WHEREAS, in 2020, the Senior Center operations ceased and has since remained vacant; and

WHEREAS, on June 24, 2025, the City Council of the City of Suisun City declared the Property exempt surplus land pursuant to the Surplus Land Act through City Council Resolution No. 2025-63 after declining use and costly maintenance and Americans with Disabilities Act (ADA) needed to maintain the property; and

WHEREAS, an appraisal was conducted on June 26, 2023, and determined a fair market value of $250,000.00; and

WHEREAS, City Staff has negotiated a sales price of the property of $250,000 plus an additional $25,000 contribution to the City's Public Art Fund; and

WHEREAS, TC Property Management, LTD, has agreed to the terms and conditions of the Agreement, and staff recommends entering into the Agreement for the sale of the property; and

WHEREAS, this action is exempt from under (CEQA) Guidelines §15312 as it is a sale of government property.

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

Section 1. The City Council adopts Resolution No. 2025-___ approving the Purchase and Sale Agreement between the City of Suisun City, as seller, and TC Property Management, LTD, as buyer, for the purchase of real property identified as APN 0173-010-230 (318 Merganser Drive) in the amount of $250,000 in addition to a $25,000 contribution to the City's Public Art Fund.

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 said City Council of the City of Suisun City duly held on Tuesday, this 16th day of December 2025, by the following vote:

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

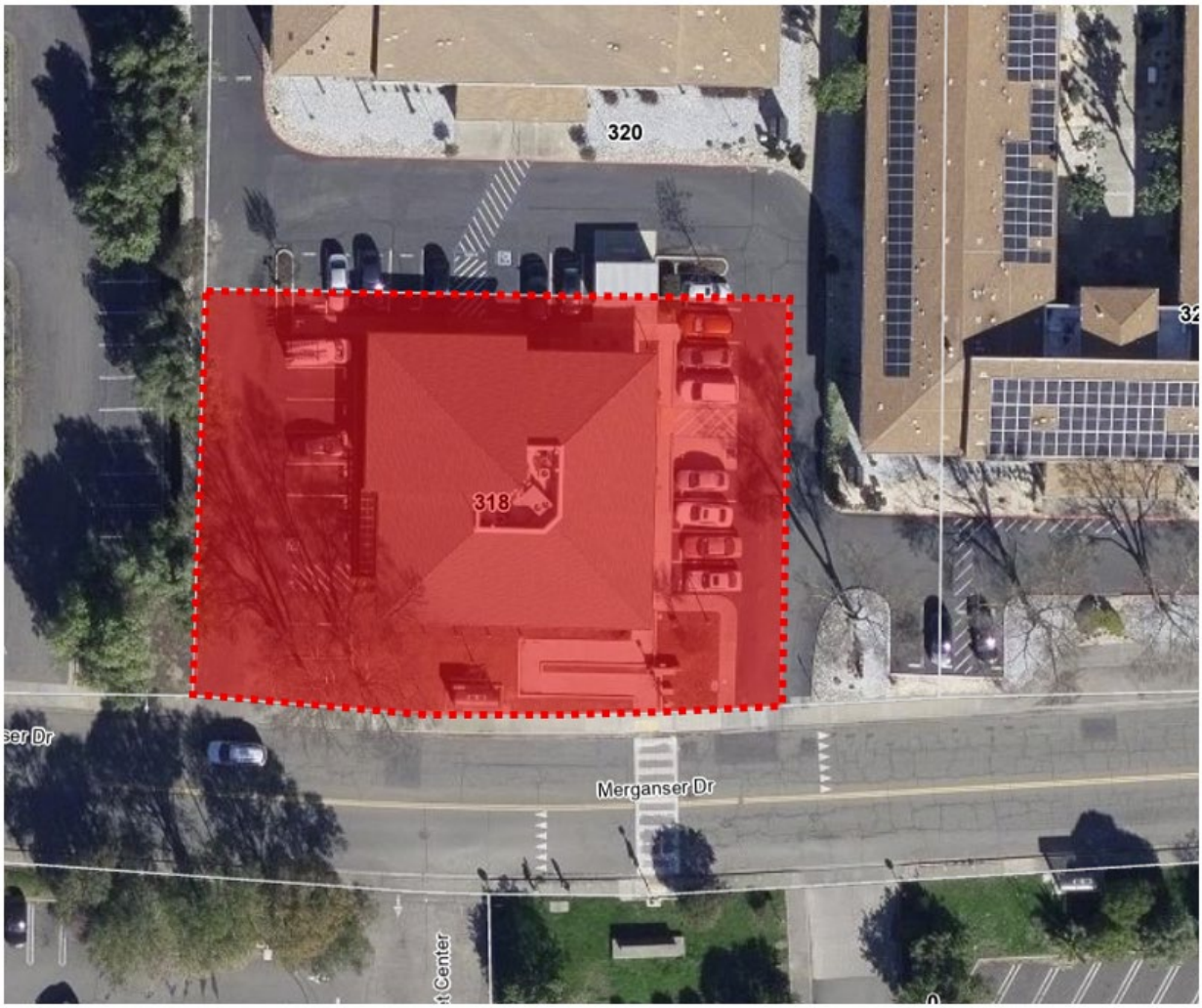
WITNESS my hand and the seal of said City this 16th day of December 2025.

_____

Anita Skinner, CMC
City Clerk

ATTACHMENT 2

Property Location (318 Merganser Drive)



= Subject Property

GARLAND & SALMON

Report of an Appraisal of
the Property Located at 318 Merganser Dr.,
City of Suisun City, California

DATES OF VALUATION:

Date of Inspection - May 31, 2023
Date of Value - May 31, 2023
Date of Report - June 26, 2023

PREPARED FOR:

Greg Folsom, City Manager
City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585

PREPARED BY:

Garland & Salmon
744 Empire Street, Suite 260
Fairfield, California 94533
(707) 429-8660

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

GARLAND & SALMON

REAL PROPERTY ECONOMICS ANALYSTS & APPRAISERS

June 26, 2023

Greg Folsom
City Manager
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

Dear Mr. Folsom,

The following is an appraisal report of a 0.32 acre site improved with a 5,275 square foot building formerly used as a community center, the "Suisun Senior Center." The building is a permitted use for the site under current zoning; however, onsite parking is inadequate. We were informed there is an agreement to share parking with the adjacent property owner, and we have requested a copy for review; however, as of the date of this report, no written agreement has been provided.

Absent a written agreement, it is uncertain as to the legal rights of use of the eight (8) parking spaces on the north side of the building and the nine (9) parking spaces on the east side of the building, located on the adjacent parcel that are under separate ownership. Due to this condition, we have applied a specific assumption, that the subject does not have enforceable legal right for use of the developed parking on the adjacent parcels under separate ownership. However, even if there were a written agreement providing access as discussed, the building does not represent the highest and best use of the site, as if vacant and available for development. Therefore, in this assignment, we also have applied a hypothetical condition.

The intended use of the appraisal is to serve as a valuation guide for asset management decision and/or relating to a potential sale of the subject property. The appraisal assignment is to form an opinion of the market value of the subject property as of the date of value.

Please refer to the ASSUMPTIONS & LIMITING CONDITIONS and SCOPE OF THE APPRAISAL, which detail and limit this report, located on Pages V through VIII of this INTRODUCTION. The market value opinions offered are consistent with the DEFINITION OF MARKET VALUE included in this report. This report is intended to be in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP). party or for any other use.

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

In our opinion, as of May 31, 2023, the market value of the subject property As-If vacant as a cleared multi-family residential site, is:

$250,000

The attached report contains 42 pages, and ADDENDA. This letter must remain attached to this report in order for the value opinions 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 M. Salmon, MAI
CA #AG044622

Marc Tonnesen, SRA
CA #AG008098

EXECUTIVE SUMMARY

Subject Property Owner of Record	City of Suisun City, a Municipal Corporation
Assessor Parcel Number	0173-010-230
Property Address	318 Merganser Drive Suisun City, CA 94585
Site	0.32 ± Acres 13,939 ± Square Feet
Easements:	The subject site is encumbered by a 25-foot joint access easement for the benefit of the adjoining parcels; with two access easements encumbering the adjoining parcels for the benefit of the subject site.
Improvements	A 5,275 ± square foot building formerly used as a community center, the "Suisun City Senior Center"
Topography	The site is generally level; slightly above street grade. Location is on the north side of Merganser Drive, abutted on it's north and east by the Casa de Suisun senior apartment complex.
Zoning	City of Suisun City High Density Residential (RH1)
General Plan	City of Suisun City Res Hi PUD
Highest and Best Use, As-Improved	Demolition of current improvements to allow for redevelopment
Highest and Best Use, As if Vacant	Develop to a multi-family residential use
Date of Value	March 31, 2023
Property Rights	Fee Simple
Market Value Opinion	$250,000

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Subject Photographs
Comparable Sale Data
Preliminary Title Report

ASSUMPTIONS AND LIMITING CONDITIONS

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

Hypothetical Condition is an assumption which is contrary to what is firmly known to exist, but is supposed or assumed for the purpose of discussion or analysis. In compliance with requirements of the USPAP, we are informing readers and users of this appraisal that the use of hypothetical condition(s), if that condition did not transfer into actual existence in the form that in which it is hypothesized, would impact the assignment analysis, conclusions and opinions. There are no hypothetical conditions pertaining to this assignment:

1. The subject property improvements do not represent the highest and best use of the property as improved; and due to the lack of controlled parking do not support an economic use in the marketplace. We have appraised the property as if it is vacant and ready for development to its highest and best use; being multi-family development.

Extraordinary Assumption is an assumption, directly related to a specific assignment, which if found to be false, could alter the appraisers' opinions or conclusions. In compliance with requirements of the Uniform Standards of Professional Appraisal Practice, we are informing readers and users of this appraisal that the use of extraordinary assumption(s), if those assumptions are found not to be true, may impact the assignment analysis, conclusions and opinions.

1. The client is the City of Suisun City. The intended user is the client and appropriate city staff. The intended use of the appraisal is serve as a valuation guide for decisions relating to the potential sale of the property. Garland & Salmon does not authorize the use of this appraisal by any other party or for any other use.

2. The subject property was subdivided and created along with the two adjacent parcels to the north and east; at the time the three parcels were legally created, reciprocal ingress and egress access easements were recorded; and it is reported there was a shared use agreement for the benefit of the subject providing for the right to use developed parking on the north and east sides of the subject property. No shared use agreement was provided, and absent a written agreement it is uncertain if the subject maintains the legal right to the 17 developed parking spaces. It is a specific assumption the subject does not have enforceable legal right of use for the developed parking on the adjacent parcels under separate ownership.

The appraisal is subject to the following *GENERAL* assumptions and limiting conditions.

1. Reliance upon the work product resulting from this assignment by any intended user is implied concurrence that the Scope of Work and Assumption and Limiting Conditions of the assignment is appropriate for the intended use of that intended 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. Unless otherwise stated in the report, the existence of hazardous substances, which may or may not be present on the property, were not called to my attention nor did I become aware of such during the inspection. I have no knowledge of the existence of such substances on or in the property unless otherwise stated and I am 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 in or on the property or in such proximity thereto which would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or knowledge required to discover them.

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

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

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

7. Possession of the 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 proper qualifications.

8. The information furnished by others is believed to be accurate and reliable, but no guarantee is made as to the correctness thereof.

9. Any sketches in the report are included to assist the reader in visualizing the property. Land dimensions were taken from available information and we assume no responsibility for the accuracy of such land dimensions.

10. The 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. I make no warranty or representation that these projections will materialize. The real estate market is constantly fluctuating and changing. It is not my task to estimate the conditions of a future real estate market. I can only reflect what the investment community envisions for the future in terms of rental rates, expenses, supply and demand.

11. That neither all nor any parts of the content of the 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.

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

13. Steven Salmon and Marc Tonnesen are certified by the State of California as a General Real Estate Appraisers. However, they are not licensed or certified in the fields of building inspection or civil, soils, structural, or environmental engineering. We believe that the subject property is not adversely impacted by hidden or unapparent conditions relative to these fields, unless otherwise stated within the report.

SCOPE OF WORK

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. Steven Salmon and Marc Tonnesen spoke on the telephone with John Kearns with the city of Suisun City Planning Department, specifically about what alternative uses the subject property could be put to and asked for a copy of a reported "shared use agreement" that is reported to provide rights to developed parking to the benefit of the subject property.

3. Steven Salmon and Marc Tonnesen inspected, measured and photographed the subject property on May 31, 2023.

4. During the inspection, we interviewed Gemma Geluz with of the City of Suisun Public Works Department (who provided us with access to the subject property and accompanied us on the inspection) regarding her knowledge of the history of the subject property and recent rehabilitation work related to the current condition of the property.

5. Reviewed the preliminary title report and investigated the current ownership and recent history of the subject property.

6. Investigated the neighborhood and surrounding areas in relation to the impact of these locales on the subject property.

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

8. Researched comparable sale data, including public records, other appraisers, active and knowledgeable brokers and publications providing comparable sale data. All comparable properties were inspected either as part of this assignment, as part of past assignments or travels throughout the Solano County area.

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

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

11. 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 is currently serving as Immediate Past President.

EMPLOYMENT

May - 2021	Owner, 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 (2022)
Standards of Professional Business Practice & Ethics (2019)
Solving Land Valuation Puzzles (2018)
Uniform Appraisal Standards for Federal Land Acquisitions (2018)
Valuation of Conservation Easements (2016)
Application & Interpretation of Simple Linear Regression (2016)
Litigation Appraising: Specialized Topics & Applications (2016)
Condemnation Appraising: Principles & Applications (2015)
The Appraiser as an Expert Witness: Preparation & Testimony (2015)
Advanced Applications (2011)
Advanced Sales Comparisons & Cost Approaches (2009)
Real Estate Finance Statistics and Valuation Modeling (2009)
General Appraiser Report Writing and Case Studies (2009)
Advanced Income Capitalization (2008)
General Appraiser Market Analysis and Highest & Best Use (2008)
General Appraiser Site Valuation & Cost Approach (2008)
General Appraiser Sale Comparison Approach (2007)
Basic Income Capitalization (2007)
Basic Appraisal Procedures (2006)
Basic Appraisal Principles (2006)

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)
Commercial Symposium - Speaker (2016)

PROFESSIONAL QUALIFICATIONS
MARC TONNESEN, SRA

Marc Tonnesen 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. He is certified by the State of California, Bureau of Real Estate Appraisers as a Certified General Appraiser (AG008098) and holds the SRA designation of the Appraisal Institute.

Prior to associating with Garland & Salmon, Marc served as the elected Solano County Assessor/Recorder for 16 years. In his dual role: as County Assessor, Marc was responsible for 153,000 parcels with as assessed value of $65 billion; as County Recorder, he was responsible for placing on record 100,000 documents annually and maintaining the County's Vital Records. Throughout his tenure as County Assessor, Marc was a member of the California Assessors' Association, a statewide association whose members include all 58 California County Assessors, where he took on a variety of leadership roles including serving as President in 2015.

Prior to serving Solano County, Marc was a Real Estate Officer for the State of California with responsibility for negotiating commercial leases for office, retail and industrial use; buying real property for state use; analyzing and selling state-owned real property surplus to the state's needs; reviewing real estate appraisals and purchase transactions performed by other state agencies; and, performing bond due diligence assignments for state-owned real property.

EMPLOYMENT

April 2023	Appraiser, Garland & Salmon
January 2007 – December 2022	Assessor/Recorder, Solano County
March 2003 – December 2006	Assistant Assessor/Recorder, Solano County
January 1994 - February 2003	State of California, Dept of General Services, Real Estate Services Division, Professional Services Branch: Positions held Senior Real Estate Officer (07/01 - 02/03) Staff Real Estate Officer (03/98 - 06/01) Associate Real Estate Officer (01/94 - 02/98)
April 1990 – December 1993	Appraiser, Garland & Associates / Tonnesen Appraisal Service
November 1987 – April 1990	Associate Real Estate Officer, State of California, Department of General Services, Office of Real Estate & Design Services
January 1986 – October 1987	Appraiser, California, Dept. of Savings & Loan

EDUCATION

Formal

Bachelor of Business Administration, National University

Appraisal Institute

Advanced Income Capitalization
General Appraisal Market Analysis and Highest and Best Use
Real Estate Finance Statistics and Valuation Modeling
General Appraiser Income Approach Parts 1 and 2
Basic Appraisal Principles
Basic Appraisal Procedures
General Appraiser Sales Comparison Approach
General Appraiser Site Valuation & Cost Approach
Case Studies in Real Estate Valuation
Residential Valuation

Continuing Education, Appraisal

Ad Valorem Tax Consultation
Commercial Land Evaluation
Expert Witness for Commercial Appraisers
Fundamental Concepts of Analysis
Appraisal of Self-Storage Facilities
Wind Projects and Land Value
Valuation of Easements and Other Partial Interests
Subdivision Valuation
Eminent Domain and Condemnation
Analyzing Operating Expenses
Analyzing Distressed Real Estate
Real Estate Investment Analysis & Valuation

PROFESSIONAL LICENSES / MEMBERSHIPS

Licensed Real Estate Broker (01092913) California, Department of Real Estate
SRA designation, Appraisal Institute
Member, International Association of Assessing Officers (IAAO)

THE ASSIGNMENT

The client has requested a market value opinion of the subject property, a building formerly used as a community center, the "Suisun City Senior Center." The building is a permitted use of the site under current zoning, however, onsite parking is inadequate for the current use or an alternative use. We were informed there is an agreement to share parking with the ownership of the Casa de Suisun apartment complex adjacent to the subject property. However, as of the date of this report, no written agreement has been provided for review.

In our opinion, the subject property has nine (9) on-site parking spaces located on the west side of the property. These spaces belong to the subject property and are located on the subject site. There are an additional eight (8) parking spaces located on the north side (to the rear) of the subject property, plus nine (9) parking spaces on the east side of the subject property. However, absent a legally enforceable shared use agreement, we do not believe these additional 17 parking spaces are available for the subject property use because they are physically located on the adjacent property (Parcel "B") to the north. We have been told of the existence of a shared use agreement between the city and adjoining property owner to allow for access to these additional spaces; however, no written agreement has been produced.

It is a specific assumption the subject does not have enforceable legal right of use for the developed parking on the adjacent parcels under separate ownership.

The subject property improvements do not represent the highest and best use of the property as improved; and due to the lack of controlled parking do not support an economic use in the marketplace. We have appraised the property as if it is vacant and ready for development to its highest and best use; being multi-family development.

The Suisun City Senior Center was developed somewhat in conjunction with the adjacent Casa de Suisun Seniors apartment complex, a 108-unit 55 and older apartment complex. There was an intended synergy between Casa de Suisun and the Suisun City Senior Center.

The city of Suisun City Joseph Nelson Community Center opened in 2002. The Joseph Nelson Community Center is located at the northeast corner of Merganser and Village Drives only a third of a mile west of the Senior Center. The Joseph Nelson Community Center is vastly superior to the Senior Center in architecture, quality, and amenities. The Joseph Nelson Community Center has essentially captured all of the hall rental demand in the marketplace leaving the Senior Center absent operational funding intended to be created by hall rental income. The Nelson Center simply became a more attractive, and comfortable, place for classes

and community events which formerly occurred at the Senior Center.

In 2012, the Salvation Army-operated Ray & Joan Kroc Center opened its doors. It is located about one-half mile northeast of the Suisun City Senior Center. This is a 60,000 square foot facility which features such amenities as both indoor and outdoor lap and recreational pools, abundant state of the art exercise equipment, class and meeting rooms, locker/shower facilities, a kitchen, and abundant additional features and amenities. Again, as with the Nelson Center, the Kroc Center is vastly superior to the Suisun City Senior Center in architecture, quality, and amenities.

Over time, patronage of the Suisun City Senior Center waned as competing facilities offered much more, and higher quality events in comparison to the Senior Center. As patronage waned, City staffing of the Senior Center waned, leading to ever decreasing hours of operation. The downward spiral of the Suisun City Senior Center was gradual. It appears that the COVID 19 pandemic played into the ceasing of the operations of the Suisun City Senior Center. It appears that COVID induced individual event cancellations occurred which adds to the cloudiness of the Center's closure. The City's decision was not a decision to close the Suisun City Senior Center. Rather, it was a decision to not reopen the Center.

Ted Caldwell is the owner of the adjacent Casa de Suisun senior apartments. Over some period of time the City and Mr. Caldwell had been discussing the potential of Mr. Caldwell acquiring the Suisun City Senior Center in order to redevelop the property to integrate it into the Casa de Suisun project. Later in this report, we will analyze a recent email from Mr. Caldwell to the city offering to purchase the subject property and integrate it into his Casa de Suisun senior apartment project.

This appraisal is intended to be in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP). The value opinion is in terms of cash or cash equivalence.

CLIENT, INTENDED USE & USERS

The client is the city of Suisun City. The intended user is the client and appropriate city staff. The intended use of the appraisal is to serve as a valuation guide for asset management decision and/or relating to a potential sale of the subject property. Garland & Salmon does not authorize the use of this appraisal by any other party or for any other use.

DATES OF APPRAISAL

Date of Inspection - May 31, 2023
Date of Value - May 31, 2023
Date of Report - June 26, 2023

PROPERTY RIGHTS APPRAISED

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

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 special or creative financing or sales concessions granted by anyone associated with the sale."[2]

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[1] *Dictionary of Real Estate Appraisal,* 7th ed., Appraisal Institute

[2] *The Appraisal of Real Estate,* 14th ed., Appraisal Institute

APPRAISAL PROCESS

An appraisal is the act or process of forming an opinion of value. In this appraisal we will form an opinion of the market value of the fee simple interest in the subject property. In order to estimate the fee simple value of the subject, we will analyze those external and internal salient characteristics of the property. As a means of quantifying value, various marketplace activities will be analyzed.

In this appraisal, we will analyze available marketplace activity by the Sales Comparison Approach to value. The Sales Comparison Appoach 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 the Sales Comparison Approach.

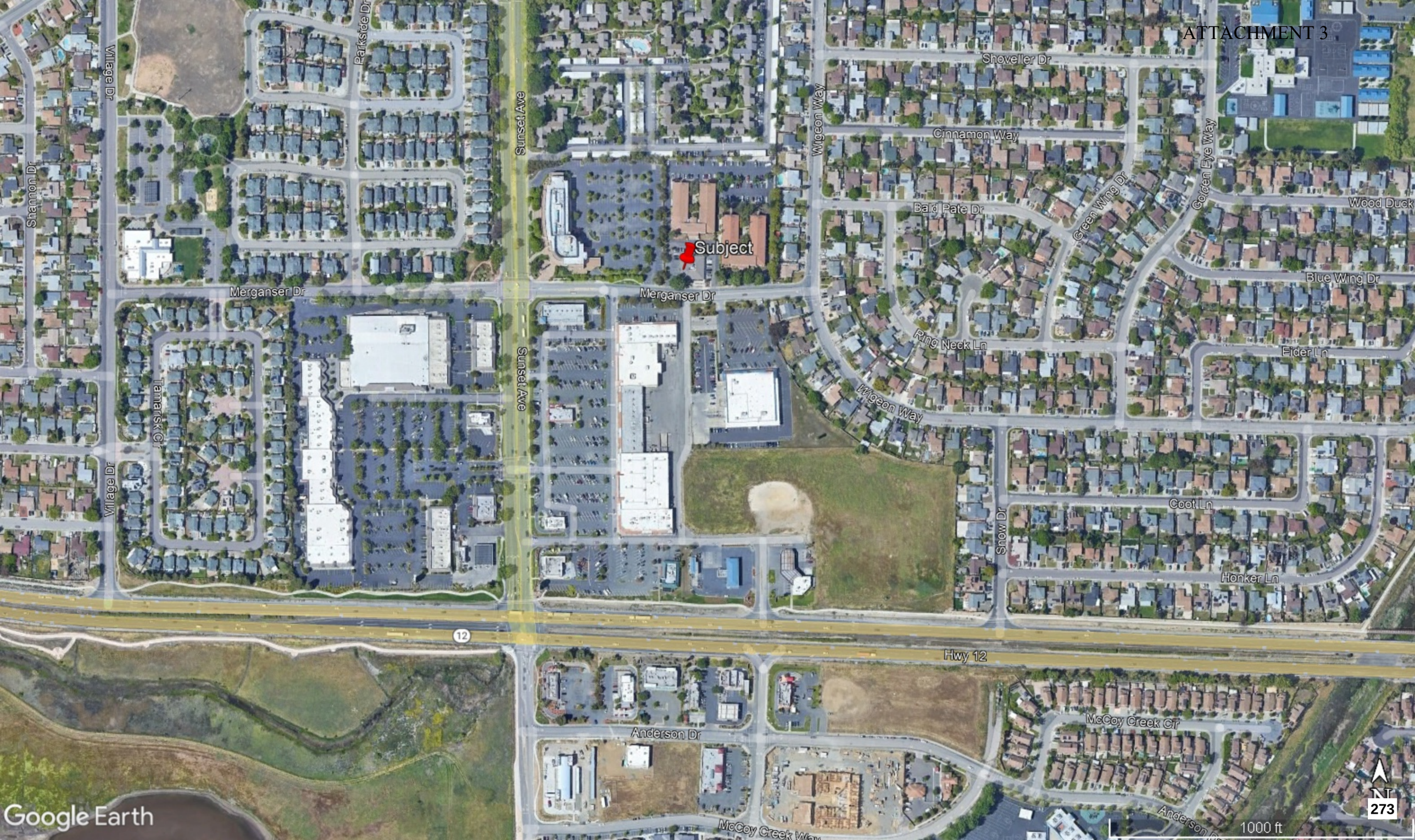
The other two common approaches to value, namely the Cost and Income Approaches were considered, however, deemed not applicable for this assignment as they are not reflective of market participant behavior in the purchase of sites similar to the subject site, as if vacant.

LOCATION

The subject property is located at 318 Merganser Drive, in the City of Suisun City, California. More specificaly, the subject is located on the north side of Merganser Drive, approximately 500 feet east of the north/south arterial Sunset Avenue, and approximately 1/4 mile north of State Highway 12.

LEGAL DESCRIPTION

The Property is legally described as Parcel "C" as shown on the Parcel Map, Lands of the City of Suisun City, filed for record September 18, 1986 in Book 30 of Parcel Maps, at Page 15, Solano County Records. The subject property is commonly known as Assessor's Parcel Number 0173-010-230.


Subject
Merganser Dr
Merganser Dr
Sunset Ave
Sunset Ave
Village Dr
Village Dr
Shannon Dr
Parkside Dr
Tamarisk Cir
Wigeon Way
Wigeon Way
Shoveler Dr
Cinnamon Way
Bald Pate Dr
Green Wing Dr
Golden Eye Way
Wood Duck
Blue Wing Dr
Ring Neck Ln
Elder Ln
Snow Dr
Coot Ln
Honker Ln
Hwy 12
12
Anderson Dr
McCoy Creek Cir
McCoy Creek Way
Anderson Dr
Google Earth
1000 ft
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GENERAL ECONOMIC CONDITIONS OVERVIEW

The December 2022 UCLA Anderson Forecast update reports regional and national economic conditions to remain uncertain, with the looming recessionary indications showing. The combined impact of inflation, rising interest rates, declining real wages, and consumer pessimism is slowing growth. In addition, much of the national outlook is based on the Federal Reserve's raising interest rates, and it's impacts on inflation. Regionally, California appears to be better suited due to the strength of the construction, service, and defense sectors which could lessen potential recession impacts.

Inflation that once seemed transitory has become persistent, resulting in the Federal Reserve's more aggressive rate increases in 2022. Higher rates are anticipated to slow business investment, leading to increased recessionary risks.

With economists' optimism for the final quarter of 2022 finishing strong, the focus is on 2023, with economic growth anticipated to slow. It is unclear if or when such growth figures will result in a recession, but predictions tend to favor a more mild and brief recession. Economists are watching the intersection of supply chain and inflation, with the easing of supply chain pressures favoring a limited to non-existent recession.

- It is anticipated economic growth will slow to an annual rate of 2% to 3% in the 2nd and 3rd quarters of 2023, with 4th quarter bottoming and then rebounding in 2024.

- Historically, Federal Reserve-driven recessions tend to result in a larger decline in residential and business investments due to increasing interest rates.

As it relates to California, UCLA Anderson Forecast expects:

- The California non-farm jobs number has surpassed the February 2020 level by 31,000 jobs- although the breakdown in sectors is more pronounced, with leisure and hospitality still suffering, lacking 170,000 jobs.

- Housing still trails the peak of 2021, with October 2022 median price 8.4% below the high-water mark.

In spite of the slowing economy, continued demand for limited housing stock leads to a forecast of a continued surge in construction. With the expansion of accessory dwelling units and infrastructure projects, this sector will help offset the more national impacts of rising interest

rates. Overall, California is better suited for a slowing or recession of the national economy.

We note that since the 2022 December Forecast, the global banking system has had additional turmoil surrounding the collapse of Silicon Valley Bank, March 10, 2023 and First Republic Bank, May 1, 2023. This has put further stress on the current economic position of both the nation and California. Financial market participants remain worried about continued federal rate increases while the banking sector has yet to land on solid ground. While not to the level of the 2008 banking crisis and following recession, the market is clearly aware of continued issues within the economy and recession is a worry.

COVID-19 PANDEMIC OVERVIEW

COVID-19 is a commonly referenced name for the severe acute respiratory syndrome first identified by the World Health Organization during December 2019 and began to impact the United States economy in February 2020. Since then there has been a pandemic spread throughout most of the world and resulted in widespread economic impacts not seen since the Great Recession in 2008/2009.

The infection and death rates do not mathematically relate to this appraisal. However, the depth and breath of this virus spread is important to this appraisal.

More directly related to real estate markets are the economic impacts of the pandemic. During the spring of 2020, the number of employed persons plummeted by nearly 25 million or 16%. Of course initially this loss of wages had huge impacts, part of which were mitigated by various government agencies and projects.

The apparent significant pandemic economic ramifications among others include:

- A breakdown in many product supply chains. Shortages of a wide range of goods and some services are widely evident in stores, online retailers, and distribution warehouses.

- Employee shortages have been widely evident in many historically lower wage rate employment categories, particularly in the retail, hospitality, and restaurant industries. Many retail and restaurant enterprises continue to not be able to staff full historical operating hours.

- After historical inflation being in the range of 2%, the January 2021 to January 2022 CPI increase was 7.8%. Other notable areas of inflation which are not directly measured

within the CPI include lumber and other building materials, lodging, and rental cars. The marketplace effects of these non CPI measured inflation rates have yet to fully work their way into CPI measured factors. Inflation of these rates has not existed since the 1980s. Controlling inflation has been a major focus of government agencies throughout 2022, directly impacting the real estate markets with changes in mortgage rates.

Traditionally, during periods of greater rates of inflation there is a flight of capital from paper investments (stocks, bonds, cash and other financial instruments) to hard tangible assets. While there are other tangible reinvestment targets such as precious metals and commodities, the primary tangible asset reinvestment target has been real estate. That is the case with this COVID-19 economy induced inflation cycle.

In a broad perspective, there has been significant harvesting of stock market profits to be reinvested in real estate. As with everything else in this COVID-19 economy, some real estate categories have done well and some have stumbled; the COVID-19 economy has had a diverse spectrum of real estate impacts that are property type and local market driven.

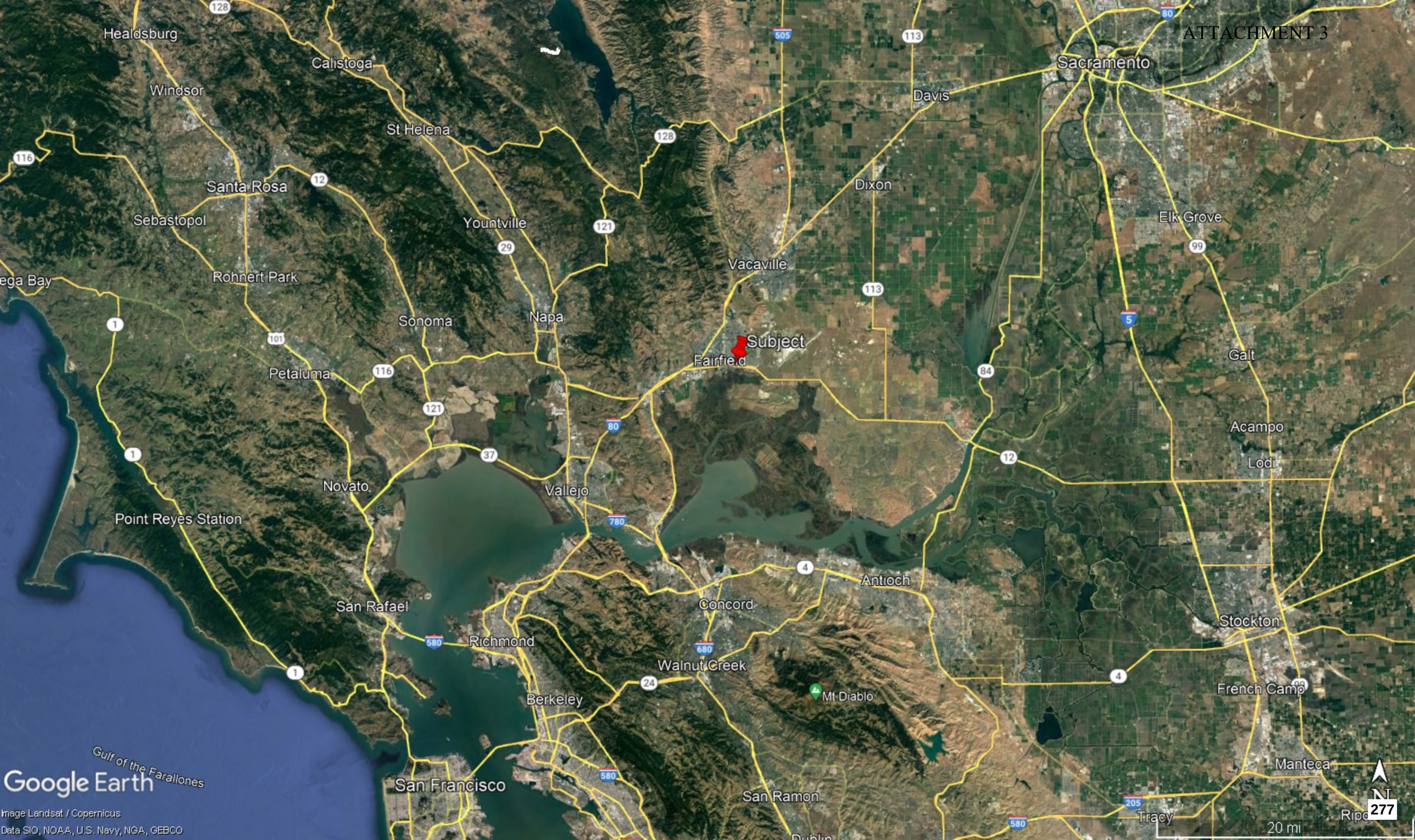
In 2022, the macroeconomic impacts of the pandemic became more normalized; however inflation worries have impacted some sectors, and the aggressive rate raising in Federal Reserve policy has impacted interest rates.

We note that as recessionary fears increase and interest rates continue to increase, there has been a pull back in development and an increasingly less risk tolerant lending environment. Redevelopment of the subject has substantial development risk, resulting in a more limited pool of potential buyers who would be looking to buy and hold until market conditions improve.

SOLANO COUNTY & CITY OF FAIRFIELD/SUISUN 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 is located on the following page.


Healdsburg
Calistoga
Windsor
St Helena
Santa Rosa
Sebastopol
Yountville
Rohnert Park
Sonoma
Napa
Petaluma
Vacaville
Subject
Fairfield
Davis
Dixon
Sacramento
Elk Grove
Galt
Acampo
Lodi
Novato
Vallejo
Point Reyes Station
San Rafael
Richmond
Concord
Antioch
Walnut Creek
Mt Diablo
Berkeley
Stockton
French Camp
Manteca
Tracy
San Francisco
San Ramon
Dublin
Gulf of the Farallones
Google Earth
Image Landsat / Copernicus
Data SIO, NOAA, U.S. Navy, NGA, GEBCO
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N

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, being most notably relatively affordable housing, available and reasonably priced land, nearby educational opportunities as well as 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 as well as 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 the city of Suisun City. Adjacent Fairfield is the second 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.

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, 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, as well as other candies.

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 March 2023 California Association of Realtors Single Family Home Sales and Price

Activity report is shown in the following table; highlighting the regional median home price disparity between Solano County in comparison to core Bay Area counties, and its historical rank and appeal in comparison to other comparably lower cost Sacramento Valley counties.

	Median Sold Price of Existing Single-Family Homes				
S.F. Bay Area	**Mar-23**	**Feb-23**	**Mar-22**	**Price YTY% Chg**	**Sales YTY% Chg**
Alameda	$1,225,000	$1,100,000	$1,430,000	-14.3%	-36.8%
Contra Costa	$852,500	$760,000	$965,900	-11.7%	-42.7%
Marin	$1,600,000	$1,447,500	$1,720,000	-7.0%	-39.4%
Napa	$890,000	$830,000	$965,000	-7.8%	-32.7%
San Francisco	$1,700,000	$1,465,000	$2,060,000	-17.5%	-37.9%
San Mateo	$1,860,000	$2,080,000	$2,280,000	-18.4%	-37.7%
Santa Clara	$1,700,000	$1,500,000	$1,950,000	-12.8%	-31.9%
Solano	**$585,000**	**$555,000**	**$610,000**	**-4.1%**	**-21.3%**
Sonoma	$829,000	$774,500	$829,000	0.0%	-31.8%
Central Valley	**Mar-23**	**Feb-23**	**Mar-22**	**Price YTY% Chg**	**Sales YTY% Chg**
Merced	$400,000	$381,950	$385,000	3.9%	-38.1%
Placer	$641,000	$633,750	$701,730	-8.7%	-22.7%
Sacramento	$500,000	$499,000	$560,000	-10.7%	-31.9%
San Joaquin	$544,550	$491,500	$550,000	-1.0%	-17.5%
Stanislaus	$449,000	$429,900	$470,500	-4.6%	-34.3%
Yolo	$618,030	$550,000	$657,000	-5.9%	-18.9%

COMMERCIAL MARKETPLACE OVERVIEW

At this time, we wish to comment on our view as to the overall state of the area wide commercial real estate marketplace, and how we will relate that view to 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 wider commercial market saw year-over-year appreciation going into 2020.

As covered in our Covid-19 section, the commercial real estate market was impacted by the 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 struggling to maintain economic feasibility.

As of spring 2023, the volatility related to the pandemic has largely left the market and the focus has now moved to interest rates and recessionary fears. Investors are more concerned about risk, and there are fewer dollars available in the marketplace. While many market segments have returned to near pre-pandemic levels of stability, office properties are still suffering with 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 is low; despite notable increases in demand and value for some 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 asset marketplace will continue to see underwhelming levels of demand and absorption.

OFFICE MARKETPLACE OVERVIEW

Generally speaking, the Competitive Market Area (CMA) of the subject property is overbuilt. Napa County is generally superior to Solano County both in terms of absorption and market rental rates; Fairfield/Suisun and Vacaville are generally rated as similar submarkets, with the Green Valley area of Fairfield typically generating slightly higher absorption and market rent rates due to superior linkages to the East Bay market area. Overall, Suisun City encompasses a smaller percentage of the overall square footage of office space in the area and is generally considered a small submarket of the larger Fairfield market.

Despite the robust growth of the Bay Area office marketplace over the previous multi-year expansion cycle, the pandemic has significantly impacted the demand for office space in the prime Bay Area markets. Solano County has typically been a commuter residential location for the core Bay Area and Sacramento Metroplex regional market areas. This dynamic results in only moderate job growth occurring in Solano County when the Bay Area and Sacramento regional market areas experience growth, and more significant loss when demand drops. As these markets struggle, tenants once attracted to the cheaper Fairfield/Suisun City marketplace, are drawn back to the core Bay Area markets, and vacancy in the secondary and tertiary markets has increased.

The CMA of the subject property has typically been dominated by government users, and owner users. Historically stubbornly high vacancy levels has led to lackluster rent growth, effectively resulting in the lack of new construction. Prior to the pandemic in 2020, within the CMA of the subject property, health care providers and healthcare related general office users have been

more active in the marketplace; North Bay Healthcare, Sutter Medical Group, and Partnership Health Plan have all constructed owner occupied medical and general office buildings.

Overall, the impacts of the pandemic on office space users in both prime and secondary markets such as the subject has resulted in increased vacancy and limited rental rate growth. Both large and smaller user spaces continue to exhibit lackluster levels of demand and there is no indication of this changing soon.

Through the Covid-19 pandemic there has been wide reaching impacts on the historical use of office space and thus impacts on the office real estate segment as a whole. The widespread expansion of the remote work has shifted the market place with end-users favoring to work from home than occupy an office full time. This has greatly reduced the demand for office space and altered the total square footage firms need. As such, lease renewels for office space have plummeted and rental rates have seen drastic reductions with office space vacancy climbing to unsustainable levels.

Due to these changes in office demand, we are seeing lower valuations and higher rates for office properties. There is general worry that we are heading into a period of defaults of commercial office loans as renewals become due.

It appears at this time the strength of the office market in the CMA of the subject is the relatively low cost of living and business expenses, and the Vacaville/Fairfield/Suisun submarket is a secondary market area whose primary advantage is low rent levels. Due to the sector wide lack of demand and the impacts of the pandemic, it is anticipated the office market in the CMA of the subject property will not significantly improve in the near term.

RESIDENTIAL MARKETPLACE OVERVIEW

The table on the following page shows single family residential market trends for the Solano County market area gleaned from BAREIS® MLS records that highlights annual total sale transaction volume and median price levels, as well as year over year median home price trends for the time period of 2016 through April 12, 2023. This data was researched utilizing the Bay Area Real Estate Information Services (BAREIS) MLS database.

BAREIS® Multiple Listing Data

	2016		2017		2018		2019		2020		2021		2022		2023*	
	# Sales Median $		# Sales Median $	% ±	# Sales Median $	% ±	# Sales Median $	% ±	# Sales Median $	% ±	# Sales Median $	% ±	# Sales Median $	% ±	# Sales Median $	% ±
Competitive Market Area (CMA)																
Benicia	260 $609,600	9.8%	258 $639,500	4.9%	241 $675,000	5.6%	252 $658,000	-2.5%	272 $699,100	6.2%	271 $840,000	20.2%	194 $865,500	3.0%	52 $827,500	-4.4%
Dixon	190 $380,500	8.9%	194 $420,000	10.4%	205 $445,000	6.0%	213 $450,000	1.1%	266 $486,000	8.0%	281 $570,000	17.3%	285 $627,500	10.1%	84 $606,453	-3.4%
Fairfield	1,367 $415,000	9.2%	1,301 $428,000	3.1%	1,291 $465,000	8.6%	1,254 $467,450	0.5%	1,294 $515,000	10.2%	1,331 $575,000	11.7%	955 $630,000	9.6%	281 $624,000	-1.0%
Suisun City	404 $337,750	11.1%	415 $371,500	10.0%	280 $400,000	7.7%	317 $413,000	3.3%	313 $431,000	4.4%	347 $525,000	21.8%	246 $560,000	6.7%	73 $541,000	-3.4%
Vacaville	1,369 $400,000	9.6%	1,293 $420,000	5.0%	1,194 $455,000	8.3%	1,245 $468,000	2.9%	1,415 $500,000	6.8%	1,489 $580,000	16.0%	1,110 $631,000	8.8%	294 $607,500	-3.7%
Woodland	583 $350,000	7.7%	546 $381,000	8.9%	513 $400,000	5.0%	573 $450,000	12.5%	604 $452,500	0.6%	668 $525,000	16.0%	460 $550,000	4.8%	126 $520,000	-5.5%
Solano County	5,128 $385,000	10.0%	4,927 $410,000	6.5%	4,561 $445,000	8.5%	4,662 $450,000	1.1%	4,987 $490,000	8.9%	5,323 $565,000	15.3%	4,309 $600,000	6.2%	1,155 $580,000	-3.3%

* Recorded Sales Through April 12 , 2023

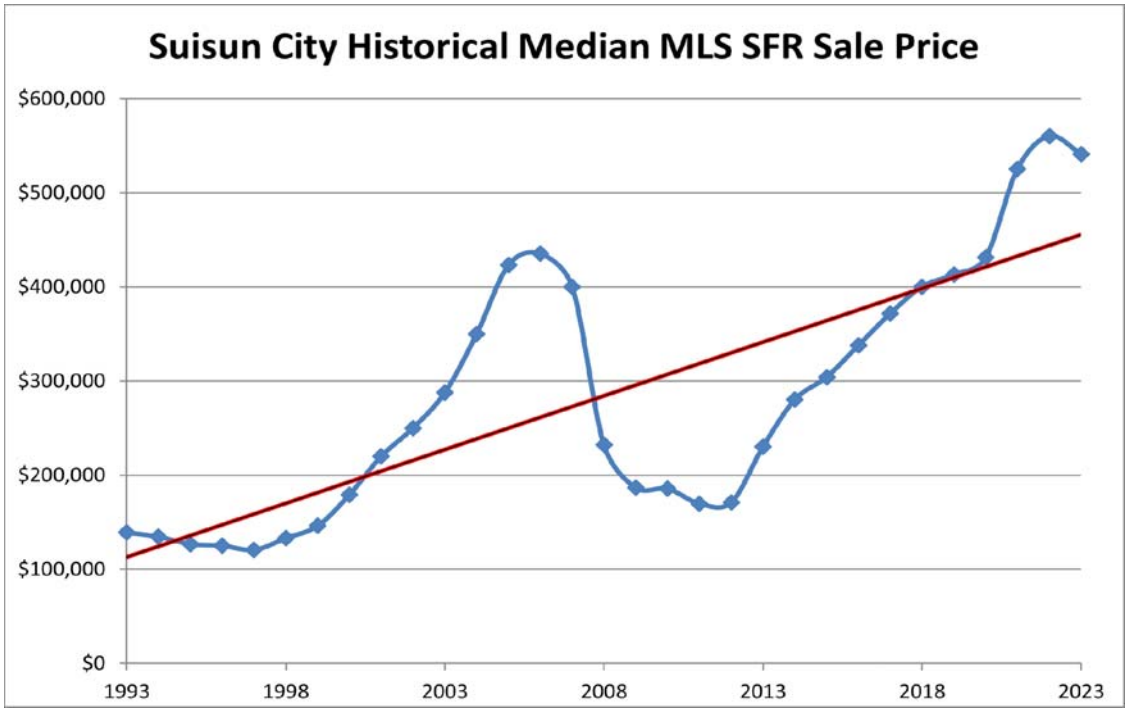
GARLAND & SALMON

Strong annual home price appreciation occurred up to 2018; with prices flattening a bit in 2019. However, the market began building increasing levels of momentum in 2020, with 2021 appreciation rates being robust due to strong levels of demand, limited supply, and historically low interest rates.

Due to rapidly increasing interest rate trends in the second half of 2022, the marketplace began to clearly shift. The majority of cities saw a drop in sales and lower price appreciation in 2022. As mortgage rates have not gone down in 2023 and recessionary fears continue to grow, the data for 2023 indicates the potential for a major downward shift. At this time there is no projection for a reversal of the current downward trend. However, due to supply continuing to lag behind general demand, price declines have been relatively moderate thus far as compared to the changes seen in 2007-2008.

For perspective, historical price levels in Suisun City are shown in the following graph, which tracks Median home price trends over the 1993 to 2023(Year-to-date, April 12, 2023) time period.

The blue line tracks the changes in annual median home prices in Suisun City, with the red line being the historical trend line over the 30-year period. The volatility of the most recent boom and bust cycles are clearly demonstrated in the blue line, as well as the historical appreciating value trend over time, as demonstrated by the red trend line. Additionally, it appears the pricing peaked in 2022 and is now trending downward.



The CMA of the subject continued to see positive annual appreciation into 2022; however, the decline in overall transactions was a leading indicator that the growth seen in 2021 was transitory.

So far in 2023 the decline in pricing for Suisun City is similar across the county, and this data is only from the first 5 months of the year, with the remaining months of the year expected to continue to worsen.

It is unclear how much further the median pricing will fall as the current pricing is still significantly above pre-pandemic levels. If the median home price falls drastically in the remaining months of 2023, feasibility for new projects might come into question as construction and development costs do not always correlate to falling home prices.

We additionally note, that due to the record low mortgage rates in 2020 and 2021, many home buyers have long term loans locked in that disincentives selling their current homes in hopes of moving into a new one as current new mortgage rates are much higher. It is reported that this lack of supply has impacted the supply of homes for sale and impacted the residential market. As a result, new homes are now making up a larger portion of the transaction volume as there is limited supply of existing houses, and developers can offer unique financing options not found in the used market.

California and the CMA of the subject has historically been under supplied in terms of housing and it is anticipated that effective housing demand will remain, albeit at lower levels than during the peak pandemic. In our opinion, effective demand has waned due to increased borrowing costs and while the historical lack of supply issues remains; the overall housing market and the subject's CMA will likely continue to see a downward trend in pricing until recessionary indicators reverse.

While multi-family development appears sustained in the current high interest rate environment, the lack of affordable for sale residential product may create tail winds to support increasing rents and new multi-family development when greater liquidity returns to the market.

RESIDENTIAL DEVELOPMENT LAND

Following is a brief summary of the changes occurring in the residential development land marketplace over the last growth phase; with a discussion of the impact of the Covid-19 pandemic, and the current market environs which are reported to have notably deteriorated. Market participants generally stated that development land prices remained fairly flat over the 2014 to 2019 time period, with increasing single family home development costs largely keeping pace with rising single family residential values.

Similar to historical trends, as long as the core Bay Area remains economically vibrant, Solano's economy/real estate market will typically exhibit upward value trends. Prior to Covid-19, due to dwindling supply, land price up-trending was noted in some secondary market areas; particularly areas that have market preferred regional linkage attributes to the employment centers within the core Bay Area, and/or sites with regional transportation oriented development potential. Sites were regularly acquired contingent upon a tentative map and development agreement being entitled prior to close of escrow, which is now the dominant transaction structure in the marketplace.

Starting in 2020 some upward pricing trends were observed despite rising development costs and fees. Over the 2020 to 2021 time period there was a building trend for homebuilders to acquire unentitled, or minimally entitled land; as after several years of growth the glut of entitled inventory had been largely absorbed, and demand was increasing to build for newly entitled and developed land tracts.

Secondary market areas such as Solano County were seeing upward value movement; due to urban flight and increased demand due to increased access to work from home opportunities, and historically low interest rates. The increasing work from home trend has created new out migration from expensive urban core market areas to suburban market areas. In conversations with developer/homebuilder professionals active in the Solano County marketplace, they indicated that particularly within the last two years the number of buyers from the core greater SF Bay Area has notably increased.

With robust levels of residential demand continuing to exceed supply, and with this dynamic being accelerated due to the strong Covid-19 single family residential market, demand was on the rise. However, by the middle of 2022 the Federal Reserve began an aggressive policy of raising interest rates, and the historically aggressive rise in interest rates is choking buyer effective demand.

The central bank's moves pushed mortgage rates from 3% at the start of the 2022 to 7+% at its peak; with current rates receding a bit, due to recent reports that inflation factors are improving. The Mortgage Brokers Association reports purchase applications are down 32% year over year; reflecting the impact current mortgage rates are having on buyer demand.

On the following page is a slide prepared by the Gregory Group; a leading Northern California residential market research and analysis firm. The slide highlights month by month home pricing changes for the larger Sacramento Valley region going into the end of 2022; which generally tracks similarly, but slightly lower than the Fairfield/Suisun City location of the subject (due to superior regional linkages to the Bay Area).

The graph highlights the robust rise in housing prices prior to the great recession; in comparison to the increase in home prices over the last growth phase. Following the graph is a chart that highlights the corresponding average monthly mortgage payment over the same period; and graphically demonstrates the historically sharp increase in average monthly payments since the start of 2022 due to historically high pricing levels and historically high interest rates.

In December 2022 Lennar, a large national home builder, reported that new home sales dipped 15% year over year. Further, lower than expected margins reflect the growing need to offer incentives to reduce cancellations, and possibly lower prices to attract new buyers. However, it was reported by Lennar that their belief is the duration of the correction is going to be smaller, or more limited.

In June 2023 Reuters report, Lennar raised its full-year forecast for home deliveries, as the homebuilder benefits from upbeat demand that far outpaced supply. It indicated homebuilders are benefiting from the lack of existing home inventory and pent up demand they were unable to meet in previous years. The report went on to say inventory of existing homes remains 44% below pre-pandemic levels, according to data from the National Association of Realtors, resulting in price rises in some parts of the country, multiple offers and homes being sold above list price.

The CMA of the subject still has competitive advantages as an affordable Bay Area commuter location; however, home prices may need to reset in combination with lower interest rates before a healthy market returns. It appears the long term growth opportunity is there, but timing what happens with interest rates is uncertain; and the longer they remain high, the greater the fall in home prices will be required before housing affordability returns to more historical levels.

However, a bright spot remains that supply remains low; the glut of inventory that was present at

the start of the last recessionary cycle is not present now. Levels of inventory are rising as projects that broke ground during the market upswing are now coming online. As noted previously, the percentage of single family home sales in the market that are for new homes is growing.

We note that project's typically take 1-2 years to gain entitlements and approvals in this market area. As such, any development land purchased as of Spring 2023, is looking at delivery of new units at the earliest, late 2024 or early 2025 when most economists seeing the current recessionary cycle ending.

The subject's CMA contains an ample supply of residential development land and only limited activity at this time. The majority of buyers are speculative developers who appear to be waiting for multi-family market rents to reach levels that support feasibility. Due to the significant supply, buyers have multiple options unlike in more densely developed markets. This allows for more strategic development and longer term planning. With a longer term horizon, residential development in this CMA is still attractive to investor/developers who believe they can get in at a good price.

MARKET AREA OVERVIEW

The subject property is located in Suisun City, between Fairfield on the north and the protected Suisun Marsh on the south. The location of 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 newer Harbor Square development has sat vacant since its delivery in 2008. 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 Solano Transportation Authority developed a new office building at 432 Main Street, with the opening in 2022, and a 71-unit residential development located on Cordelia Street, Crystal School site west of downtown, are the only two recent major projects in the downtown waterfront district. While these indicate 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 horizontal site development.

There are two other larger-scale multi-family projects in Suisun City that indicate more regional multi-family apartment development activity and demand.

- Marina Village Apartments at Marina Blvd & Highway 12. This is a proposed affordable housing community that will offer 159 affordable rental units restricted to households earning between 30% and 70% of area median income and will consist of nine three-story garden-style residential buildings and a single-story community building. The unit mix will consist of 39 one-bedroom, 55 two bedroom, and 50 three-bedroom, and 16 four-bedroom units. Phase 1 is planned to be opening in July 2023.

- Lawler Center is located at the corner of Lawler Center Drive and Anderson Drive, easily accessible from Highway 12. The Lawler Center consists of three separate buildings on a 2.81 acre site. The main four-story building has 75 apartment homes. The retail comprises two 3,600 square foot single-story buildings with glass storefronts.

Demand for larger apartment sites, due to increased economies of scale are preferred in the current multifamily development environs. It appears at this time multifamily development on smaller infill sites such as the subject site remains stunted, with little to no development activity observed in the CMA of the subject property.

IMMEDIATE SUBJECT PROPERTY ENVIRONS

The subject property is located on the north side of Merganser Drive 500 feet west of Sunset Avenue, and and approximately 1/4 mile north of State Highway 12. Specifically the Subject Property is situated between the back of the parking lot of a Class A office building known as 333 Sunset Avenue, and the 104 unit Casa de Suisun seniors only apartment complex. The subject property is also across the street from the Suisun City post office, and the rear delivery access drive for the Sunset Shopping Center. A Location Map is located on the following page.

The subject property is located between the main commercial area of Suisun City being the commercial node centered at the signalized intersection of Sunset Avenue and Highway 12 to its southwest, and the Dover Terrace South subdivision to its east and north.

The Sunset Avenue and Highway 12 commercial node is situated primarily, but not exclusively, on the north side of Highway 12, on both sides of Sunset Avenue. The primary developments in this commercial node are:

- The circa 1981 built 100,000 square foot Sunset Center (retail) on the east side of Sunset Avenue extending from Highway 12 to Merganser Drive. The majority of the Sunset Center sold in 2013 for less than $145 per square foot or approximately a third of its replacement cost.

- The circa 1989 built 175,000 square foot Heritage Center (retail) on the west side of Sunset Avenue also extending from Highway 12 to Merganser Drive. The majority of the Heritage Center was subject to a *Notice of Trustee Sale* (foreclosure) in November 2015. The foreclosure was based upon a $29,768,644 *Final Judgment* or a debt of $170 ± per square foot. What this means is that the institutional investor who previously owned the Heritage Center effectively decided to lose the property in foreclosure and have nothing to show for their prior investment rather than "buying" the Heritage Center for $170 per square foot. The $170 per square foot foreclosure "price" is far less than half of the property's replacement cost.

- The circa 1994 built 75,000 ± square foot 333 Sunset Avenue office complex located at the northeast corner of Sunset Avenue and Merganser Drive. This is a three-story class A office building. This property sold in 2006 for $188 ± per square foot or at that time about half of its replacement cost new. The property was offered for sale for a year during 2019 and 2020 with an asking price of $200 ± per square foot, but did not sell. During late 2019, one prospective buyer began a due diligence investigation of the

Immediate Subject Property Environs
The Highway 12 and Sunset commercal node is outlined in green
Sunset Avenue
Casa de Suisun
333 Sunset Avenue
Subject Property
Merganser Drive
Dover Terrace South subdivision
Heritage Center
Sunset Center
Post Office
Highway 12
Heritage Park
Joseph A Nelson Community Center
Starbucks
Rite Aid
United States Postal Service
Raley's
Suisun Ace Hardware
McDonald's
Black Bear Diner
Popeyes Louisiana Kitchen
Panda Express
Sunset Ave
Parkside Dr
Village Dr
Golden Eye Way
Snow Dr
Honker Ln
Hwy 12
Anderson Dr
McCoy Creek Cir
Google Earth
900 ft
N

property; however, after the buyer investigated the property and its competitive market area, the deal died. From May 2021 until January 2022 the 333 Sunset Avenue property has been offered for sale with an asking price of $160 ± per square foot, and no real interest. Recently the asking price was reduced to $140 ± per square foot. While none of this tells us what the 333 Sunset Avenue property is worth, what it does tell us is that it is definitively worth less than $160 per square foot, and is likely less worth less than $140 per square foot. What this proves is that 333 Sunset Avenue is worth less than a third of its replacement costs. As a note the Subject Property is situated on the north side of Merganser Dive at the rear of the 333 Sunset Avenue property parking lot.

During the past two decades, the Sunset and Heritage retail centers have fluctuated between 25% and 40% vacancy. During that same time period the 333 Sunset Avenue property has experienced 50% and greater vacancy rates. The retail and office product within the Sunset Avenue and Highway 12 commercial node is massively over built in relation to market demand regardless of the market cycle at any particular point in time. The market area is simply massively over built. Excepting fast food and gasoline sales buildings, all retail and office buildings within this commercial node are worth only a fraction of their replacement costs.

Abutting the subject property on the north and east sides is the Casa de Suisun senior apartment complex. To the north and east of the apartments is the Dover Terrace South single-family residential subdivision. In all of its phases Dover Terrace South is an approximately 3,500 dwelling development, constructed from circa 1975 to circa 1995. The dwellings typically range from about 1,300 square feet to 2,200 square feet in size. These are average quality dwellings at best, which currently tend to sell in the $400,000 to $600,000 price range.

The Subject Property does not reside within a residential neighborhood nor a commercial district. Rather the Subject Property is isolated between a single family residential neighborhood, and a commercial district. The marketplace does not view the Subject Property as part of either of those market areas.

SUBJECT PROPERTY DESCRIPTION

Ownership/Property History

The subject site is a .32 ± acre portion of a 3.51 ± acre site the city purchased in June 1977. In December 1985, the city ground leased approximately 3.19 ± acres (exclusive of the .32 ± acre subject site) to D&M Development Company. In July 1986, the city split the 3.51 ± acre parcel into three legal parcels: Parcel "A" (1.744 ± acres), Parcel "B" (1.444 ± acres) and Parcel "C" (.32 ± acre). The Casa de Suisun apartment project was developed on Parcels A & B. The city ultimately built the Senior Center on Parcel "C". In January 2020, the city sold Parcels "A" & "B" to the owners of the Casa de Suisun apartment complex.

Site

The subject site is generally rectangular in shape, however, some of the lines are slightly arced. The area of the site is 0.320 ± acres: the northern boundary is 135.88', eastern boundary is 101.97', southern boundary is 134.27', and western boundary is 102'.

The subject site is located on the north side of Merganser Drive; it is generally level and slightly above street grade. The site is abutted on its north and east by the Casa de Suisun apartment complex property with which it shares access to and use of identified easements. The western boundary of the site is the parking lot of a multi-tenant office building, 333 Sunset Avenue.

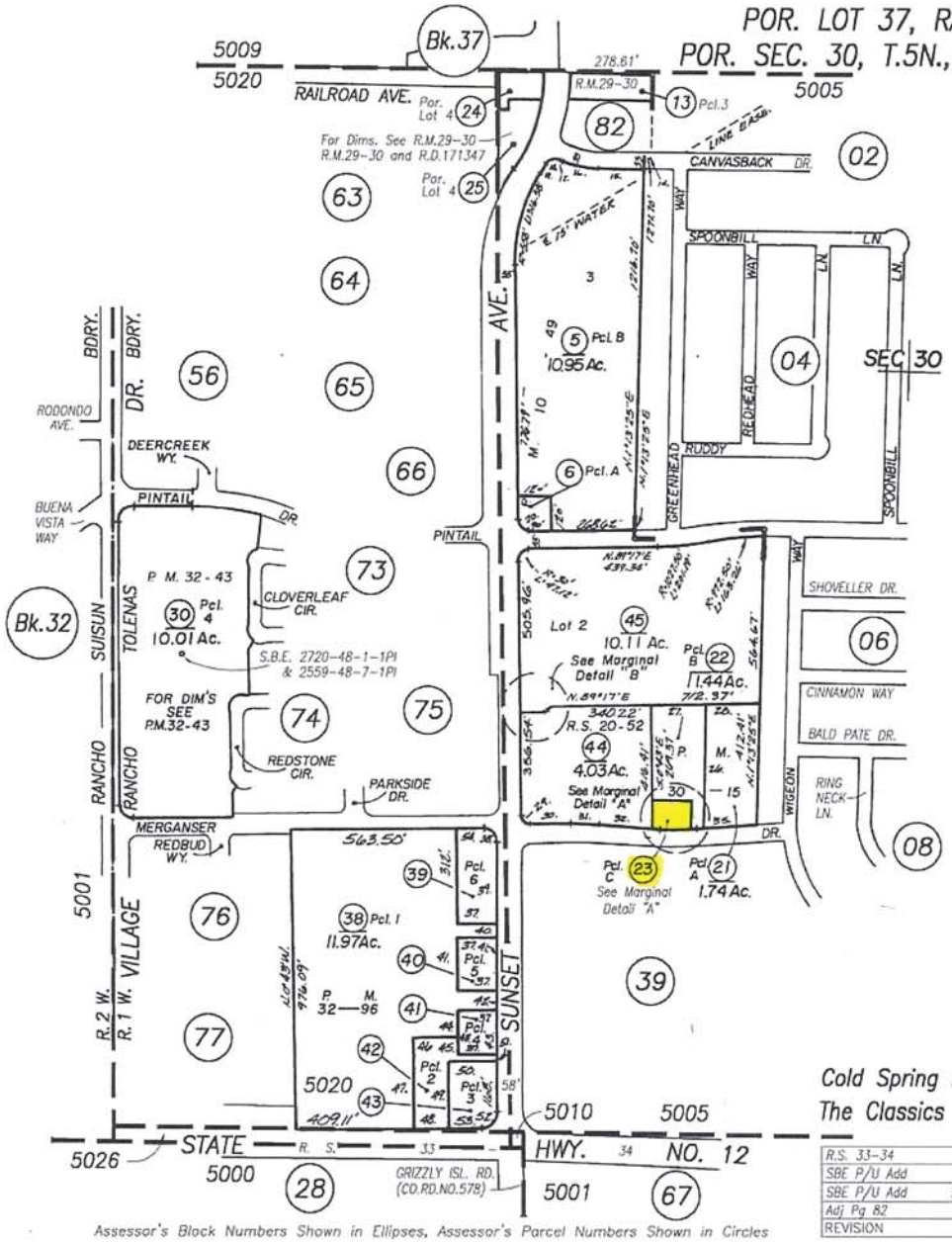
Street frontage improvements including curbs, gutters and sidewalks are in place, which are in average condition for their 35 to 40 years of age. The Subject Property is connected to City water and sewer service, and PG&E gas and electrical services.

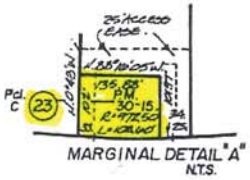
General Plan & Zoning

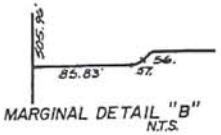
The subject property is zoned High-Density Residential 1 (RH1) which is consistent with the city's General Plan land use element Res Hi PUD designation. The zoning is in compliance with the General Plan and a zoning change is not anticipated nor likely at this time. The building is a permitted use; however, not the highest and best use of the site, as if vacant, based on our analyses.

Easements

The subject site - Parcel "C" - is encumbered by one easement and benefits from two additional easements which encumber Parcels "A" & "B" to the east and north of the subject site, respectively.







8.	N.19°53'25"E		265.00'
9.	N.88°46'35"W		177.55'
10.	R=272.50'	L1	101.85'
11.	N.67°28'W		10.63'
12.	R=30'	L1	44.55'
13.	R=622'	L1	198.47'
14.	N.88°46'35"W		75.70'
15.	N.88°46'35"W		151.55'
16.	R=327.50'	L1	121.81'
17.	N.67°28'W		10.63'
18.	R=30'	L1	44.55'
19.	R=622'	L1	48.49'
20.	R=30'	L1	47.12'
21.	S.19°23'45"W		2.63'
22.	S.19°23'45"W.		67.88'
23.	N.86°40'E.		25.13'
24.	N.0°14'29"W		420.42'
25.	N.89°17'E.		186.07'
26.	N.89°17'E		186.08'
27.	R=30'	L1	47.12'
28.	N.89°17'E		133.74'
29.	R=1027.50'	L1	90.52'
30.	S.85°40'E		188.24'
31.	S.85°40'E		25.67'
32.	R=972.50'	L1	21.93'
33.	N.85°40'E		179.32'
34.	N.88°46'35"W		177.55'

37	N.89°17'E		134.50'
38	R=39.50'	L1	62.05'
39	S.0°43'E		272.50'
40	S.0°43'E		40'
41	S.0°43'E		177.53'
42	S.0°43'E		68'
43	S.0°43'E		139.64'
44	S.0°43'E		75.64'
45	S.0°43'E		66'
46	S.89°17'W		154.50'
47	S.0°43'E		308.57'
48	N.89°17'55"W.		121.03'
49	N.0°43'W		225.42'
50	N.89°17'E		170'
51	S.0°43'E		50'
52	R=60'	L1	95.06'
53	N.89°17'55"W.		108.41'
54	N.89°17'E.		97'
55			
56	N.44°54'48"E.		9.25'
57	R=10.50'	L1	8.73'

Cold Spring Harbor Unit No.1 , R.M. Bk. 29 Pg. 30
The Classics Unit No.1 , R.M. Bk. 53 Pg. 01

REVISION	DATE	BY
R.S. 33-34	6-1-18	Cr
SBE P/U Add	6-7-17	Cr
SBE P/U Add	5-26-15	DV
Adj Pg 82	1-02-09	JS

NOTE: This map is for assessment purposes only. It is not intended to define legal boundary rights or imply compliance with land division laws.

CITY OF SUISUN CITY
Assessor's Map Bk. 173 Pg. 01
County of Solano, Calif.

19-20

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Merganser Dr
Merganser Dr
Merganser Dr
Google Earth
90 ft
N

As set forth in the "Parcel Map: Lands of Suisun City," filed September 18, 1986 in Book 30 of Parcel Maps, at Page 15, Solano County Records. All "Joint Access Easements" are described on the referenced Parcel Map located on the following page.

The subject site is encumbered by a 25-foot wide easement, "Joint Access Easement CC" in favor of Parcels "A" and "B" for access and incidental purposes, running in a north/south direction along the western boundary of the subject site. This easement runs along the rear of the nine (9) parking stalls located on the west side of the subject property and appears to provide access, and incidental purposes to the western portion of the Casa de Suisun apartment complex located on Parcel "B."

A second easement described as "Joint Access Easement BB" in favor of Parcels "A" and "C" is located on Parcel "B" (adjacent on the north of the subject property). This easement may have been created with the intent of providing access to the nine (9) parking spaces on the eastern side of the subject property and the eight (8) parking spaces located on the northern side (or the rear) of the subject property. However, as we will explain in the "Shared Use Agreement" section below, we do not believe parking is available as described.

A third easement described as "Joint Access Easement AA" in favor of Parcels "B" and "C" appears to be located on Parcel "A"; however, we cannot determine its exact location or how it "favors" the subject Parcel "C."

Taxes

The city of Suisun City, a public entity, is not subject to assessment by the county assessor or required to pay property taxes. Pursuant to California Proposition 13, the subject property is subject to reassessment upon a change in ownership.

Shared Use Agreement

We were told of an agreement - Shared Use Agreement - that we assume provides access to and use of parking spaces adjacent to the north (rear) and east sides of the subject property. We do not believe these parking spaces are on the subject site or part of the subject property. We believe these parking spaces are not encumbered by the aforementioned easements and are owned "in fee" by the owner of Parcel "B." We do not believe those spaces may be used without permission from the owner of Parcel "B." We have requested the city provide a written agreement, however, as of the date of this report have not received any agreement.

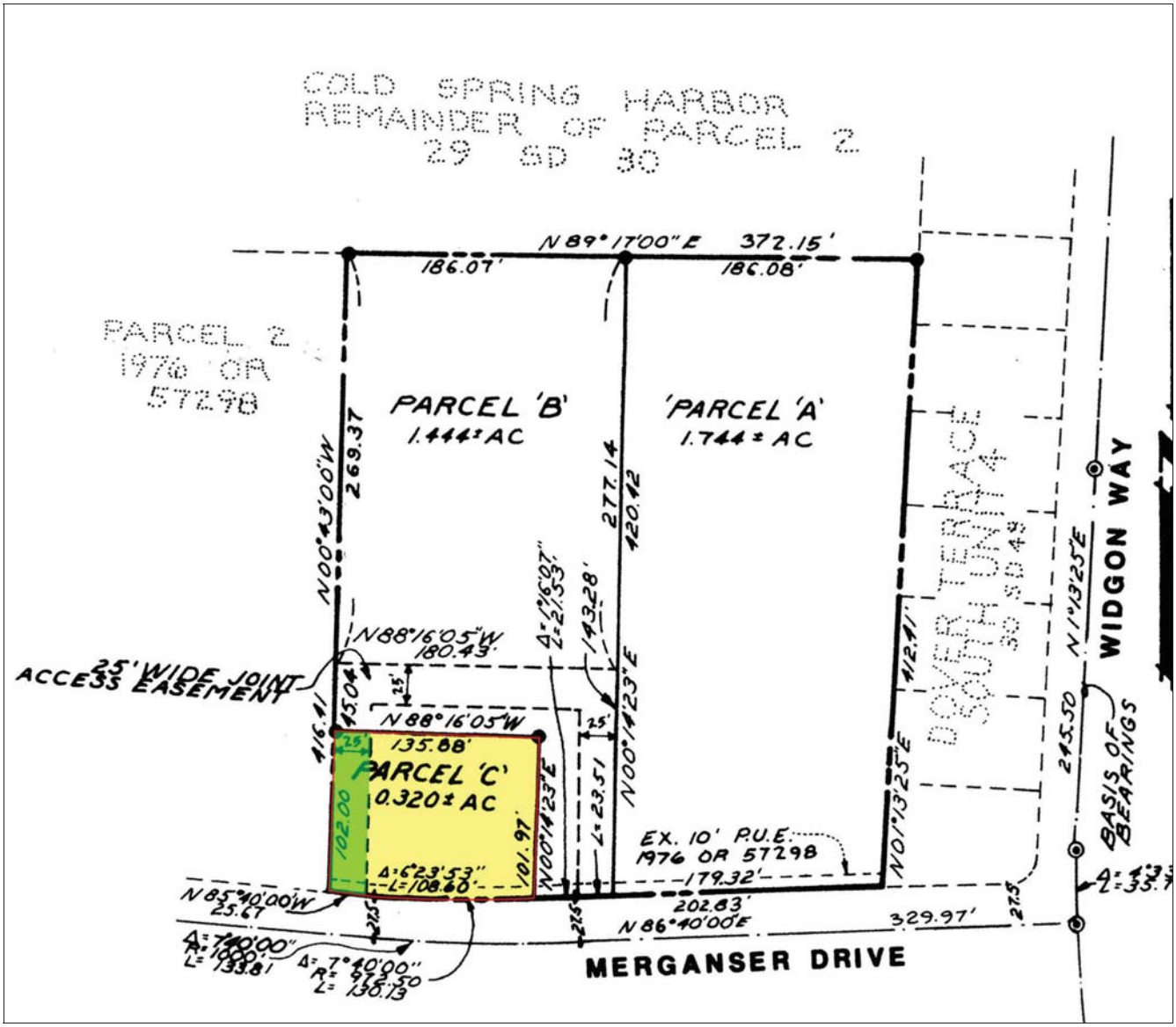
We believe the subject property has nine (9) parking spaces located on the west side of the subject site, and directly accessible from Merganser Drive. The easement that burdens the

PLACER TITLE COMPANY
A MOTHER LODE COMPANY

Standard Scale 1

Preliminary title report dated as of May 15, 2023

Order Number:	P-593658	**Date Prepared:**	05/24/2023
Property Address:	318 Merganser Drive, Suisun City, CA 94585	**Assessor's Parcel No.:**	0173-010-230



LEGEND

Parcel (Fee, Property in Question)

Item No. 3 - Easement for the purpose of access, and incidental purposes
September 18, 1986, in Book 30 of Parcel Maps, at Page 15
Affects as described therein

Item No. 4 - Easement for electrical facilities and incidental purposes
February 2, 1987, Instrument 7898, Book 1987, Page 14159, of Official Records
Said Easement cannot be determined from record

IT IS NOT A PLAT OR SURVEY OF THE LAND DEPICTED. THIS MAP IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.

NOTE: EASEMENTS DEPICTED HEREON ARE PROVIDED AS A COURTESY ONLY AND NO REPRESENTATION IS MADE AS TO THE ACCURACY OR COMPLETENESS THEREOF. IT IS RECOMMENDED THAT A SURVEY BE OBTAINED FROM A LICENSED PROFESSIONAL TO DETERMINE ACTUAL LOCATIONS.

subject property, "Joint Access Easement CC," appears to provide access to Parcel "B" and appears to connect with Joint Access Easement "BB" as it burdens Parcel "B."

We do not believe either of the two easements created "...in favor of..." the subject Parcel "C" give any user - other than the owner of Parcel "B" - the right to park in the parking stalls on the north (rear) and east sides of the subject property. We believe those 17 parking spaces collectively, again the eight (8) parking stalls on the north (rear) side of the subject property or the nine (9) parking stalls on the east side of the subject property, are owned in fee by property owner of Parcel "B," the Casa de Suisun apartment complex.

Just worth mentioning and further evidence of the existence of a shared use agreement are signs posted on the subject building facing all parking spaces, including those located on the subject property:

"PERMIT PARKING ONLY"
Senior Center Parking Only
Violators will be cited, 10.22.070 SCO[3]

However, on the date of inspection of the subject property, the parking spaces were occupied by vehicles likely belonging to residents of the Casa de Suisun apartment complex. In conclusion, we believe some form of shared use agreement is key to making the senior center building a viable product to a market participant.

Flood Information

The applicable Federal Emergency Management Agency (FEMA) Insurance Rate Maps for the subject property is 06095C0457F, dated August 3, 2016. The subject does not appear to be within a FEMA Zone X. This indicates the subject is not in a high risk area that is within the 100-year flood plain, and flood insurance purchase requirements and floodplain management standards do not apply. However, 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.

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.

[3] The "cited" section addresses "Towing of vehicles from public parking facilities"

Improvements
The subject site is improved with a 5,275 ± square foot single story structure built circa 1987. The structure is configured as a public center for senior citizens. The structure features two event rooms, classrooms, an office, a kitchen, and restrooms. The structure is of wood frame construction on a concrete slab. The siding is T-111 plywood, and the roof is primarily composition shingle. This building appears to be of average quality and fair to average condition. The building has had some remodeling. During the inspection, we observed damage to the ceiling, possibly water damage, and were told by Gemma Geluz with of the City of Suisun Public Works Department (who provided us with access to the subject property and accompanied us on the inspection) that there were ADA issues that needed to be addressed as well.

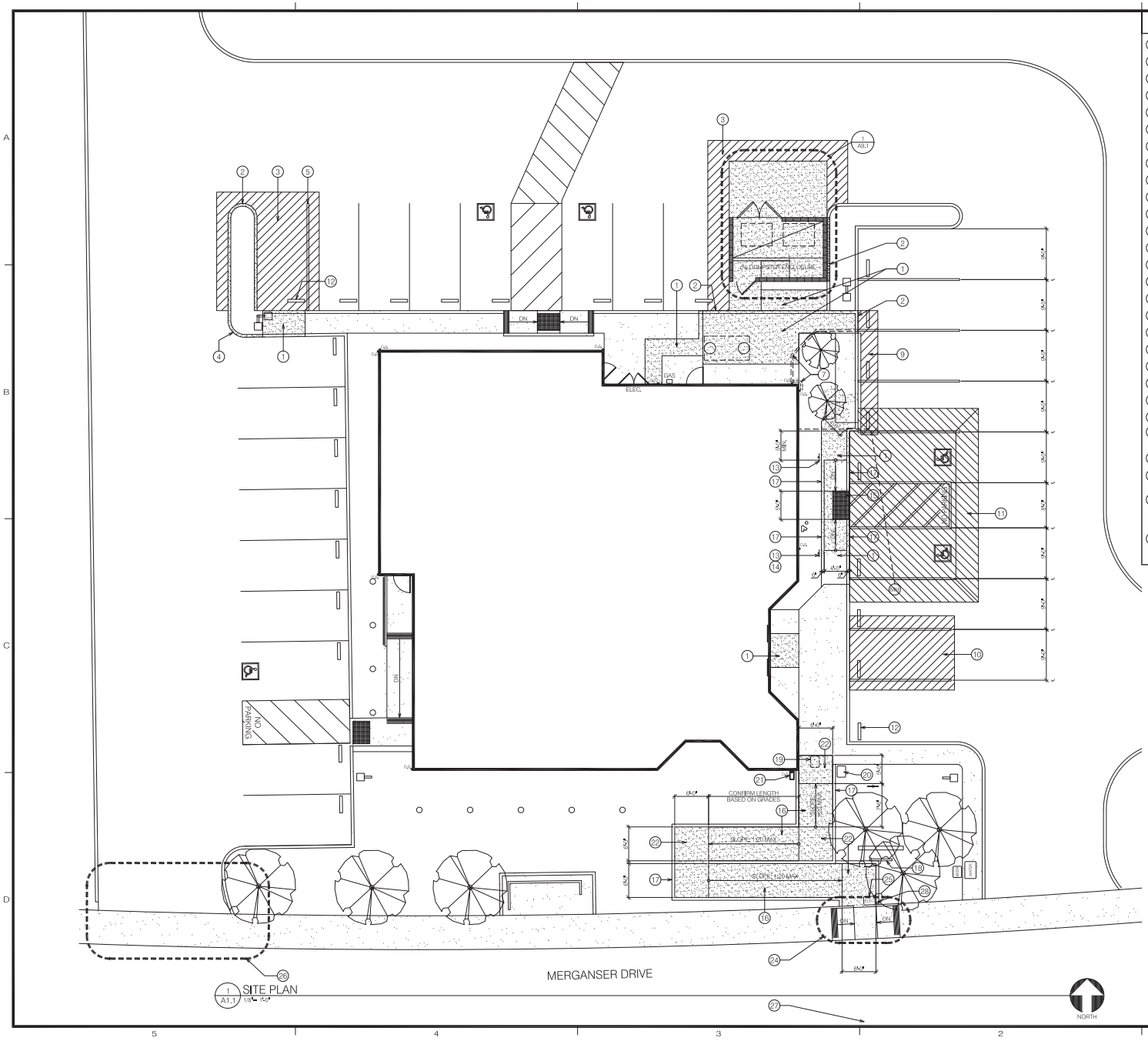
The subject site has nine (9) parking stalls including one for handicap access on the west side of the building , just east of the north/south easement identified in Easements section of this report. We believe these parking spaces are located on the subject site.

Appraising the same property for a new client
Ronald G. Garland, MAI, SRA of Garland & Salmon appraised the subject property on February 4, 2022 (date of value). The client and intended user was Ted Caldwell, the owner of the adjacent Casa de Suisun senior apartments. The city of Suisun City was also named as an intended user in that report. The assignment was to form a market value opinion of the fee simple interest in the subject property. According to that appraisal report, the city and Mr. Caldwell had been discussing the potential of Mr. Caldwell acquiring the subject property in order to redevelop it to integrate the property in to the Casa de Suisun senior apartments.

Mr. Garland concluded the subject property improvement as a community center use fails the financially feasibility test in his highest and best use analysis, as presently improved. Mr. Garland also concluded conversion to a retail use or an office use are also not financially feasible. Finally, Mr. Garland concluded converting the existing structure to a multifamily use is not financially feasible. According to Mr. Garland, the highest and best use of the existing structure is to demolish the improvements and make way for a multifamily development and highest and best use of the site as vacant.

Current Offer to Purchase the Subject Property
We are aware of an offer to purchase the subject property by the owner of the Casa de Suisun apartments, Ted Caldwell. In a May 25, 2023 email from Mr. Caldwell to Greg Folsom, Suisun City Manager, Mr. Caldwell offered $300,000 for the fee simple interest in the subject property. He goes on to state, the price was determined by appraiser Ron Garland approximately one year

ATTACHMENT 3



SITE PLAN KEYNOTES:

1. NEW 4" THICK CONC. WALK W/ 4x4/10/10 WWF. FLUSH TO CURBS AND ADJACENT SURFACES
2. NEW 6" HIGH CONC. CURB SHOWN HATCHED. FLUSH HT. TO EXISTING, AND DOWEL INTO (E) CURB. (E) END. #4 STEEL RE-BAR
3. NEW 4" A.C. OVER NEW 6" AGG. BASE. FINISH FLUSH TO ADJACENT PAVING AT AREA SHOWN HATCHED
4. PROVIDE NEW A.C. PATCH AT ALL AREAS OF PAVING DAMAGED BY THIS WORK
5. NEW PARKING STRIPING
6. NOT USED
7. NEW UNDERGROUND LINE FROM D.S. UNDER NEW WALK & PLANTER. DAYLIGHT INTO PARKING AREA
8. FLUSH CONC. PAD TO NEW A.C. PAVING ALL AROUND
9. NEW TRENCH AT NEW GREASE TRAP CONNECTION TO (E) SEWER. PROVIDE BACK-FILL AND PAVEMENT (AS IN KEYNOTE 3 ABOVE). SEE PLUMBING DRAWINGS
10. PROVIDE NEW A.C. PAVING REPAIR AT AREA WHERE A.C. RAMP HAS BEEN REMOVED. FLUSH A.C. TO (E) SURFACES
11. PROVIDE NEW BUILD-UP AREA OF NEW A.C. TO ACHIEVE 1/4"/FT. SLOPE MAX. AT NEW ACCESSIBLE PARKING SPACES.
12. PRE-CAST CONC. WHEEL STOP. NEW OR RE-INSTALL FROM SALVAGED ON-SITE. DOWEL INTO PAVING W/ STEEL BARS. TYPICAL AT AREAS OF NEW OR MODIFIED PAVING
13. NEW PARKING SIGNS. SEE 7/A9.2
14. NEW VAN ACCESSIBLE PARKING SIGN. SEE 7/A9.2
15. NEW WET-SET TRUNCATED DOMES. SET IN 4" THICK CONC. WALK W/ 4x4/10/10 WWF. FLUSH LEADING EDGE OF TRUNCATED DOMES W/ A.C. PAVING @ ACCESSIBLE LOADING ZONE
16. NEW 4" THICK CONC. RAMP W/ 4x4/10/10 WWF. SLOPE AT 1:20. CROSS SLOPE SHALL NOT EXCEED 1/4"/FT.
17. NEW CONC. CURB EA. SIDE OF RAMPS. 6" ABOVE WALKING SURFACE. TYPICAL
18. NEW SIGN LIGHT AND FOOTING. SEE ELECTRICAL DRAWINGS
19. RELOCATE EXISTING IRRIGATION CONTROL BOX
20. NEW LOCATION OF IRRIGATION CONTROL BOX. MAKE ADJUSTMENTS TO IRRIGATION LINES FOR RELOCATION
21. NEW DOWNSPOUT LOCATION AND PRE-CAST CONC. SPLASH BLOCK
22. NEW 4" THICK CONC. LEVEL LANDING W/ 4x4/10/10 WWF. W/ SLOPES & CROSS SLOPES NOT TO EXCEED 1/4"/FT.
23. CROSS SLOPES AT RAMPS SHALL NOT TO EXCEED 1/4"/FT., TYPICAL
24. REPLACE CURB RAMP. PEDESTRIAN PUSH BUTTON AND OTHER IMPROVEMENTS PER APPENDIX A EXHIBIT A-7 AND ASSOCIATED DETAILS. CONFIRM LOCATION OF RAMP W/ CITY OF SUISUN PUBLIC WORKS. COORDINATE W/ CITY OF SUISUN PUBLIC WORKS FOR MODIFICATIONS TO WORK IN THE PUBLIC SIDEWALK.
25. ADJUST (E) ELEC. BOX FLUSH W/ NEW CONC. LANDING
26. DRIVEWAY IMPROVEMENTS PER APPENDIX A EXHIBIT A-5 AND ASSOCIATED DETAILS. COORDINATE W/ CITY OF SUISUN FOR MODIFICATIONS TO WORK IN THE PUBLIC SIDEWALK.
27. REPLACE CURB RAMP. PEDESTRIAN PUSH BUTTON AND OTHER IMPROVEMENTS ON SOUTH SIDE OF MERGANSER DRIVE PER APPENDIX A EXHIBIT A-6 AND ASSOCIATED DETAILS. CONFIRM LOCATION OF RAMP W/ CITY OF SUISUN CITY PUBLIC WORKS. COORDINATE W/ CITY OF SUISUN CITY PUBLIC WORKS FOR MODIFICATIONS TO WORK IN THE PUBLIC SIDEWALK.
28. RELOCATED PEDESTRIAN PUSH BUTTON. SEE APPENDIX A EXHIBIT A-7 AND ASSOCIATED DETAILS. CONFIRM LOCATION OF PUSH BUTTON W/ CITY OF SUISUN PUBLIC WORKS PRIOR TO INSTALLATION.

moniz
ARCHITECTURE

2401 C STREET
SACRAMENTO CA 95816
PHONE 916.442.4032 FAX 916.442.4004

ARCHITECT'S STAMP

LICENSED ARCHITECT
ALICIA M. MONIZ
NO. 15135
REN. 11-30-13
STATE OF CALIFORNIA

CONSULTANT

The undersigned architect does not represent that these plans or the specifications in connection therewith are suitable, whether or not modified for any other site than the one for which they were specifically prepared. The architect disclaims responsibility for these plans and specifications if they are used in whole or in part at any other site. All drawings and written material appearing herein constitute the original and unpublished work of the architect and the same may not be duplicated, used or disclosed without the written consent of the architect. This drawing is not final or to be used for construction until signed by the architect and owner.

Architect

Owner

Tenant

PROJECT TITLE

SUISUN CITY SENIOR CENTER

318 MERGANSER DRIVE
SUISUN CITY, CA

SHEET TITLE

SITE PLAN

ISSUES/REVISIONS
☐ ISSUES △ REVISIONS

NO.	DATE	DESCRIPTION

DATE: 09 MARCH 2012

JOB NO.: 1034

DRAWN BY: MJE

CHECKED BY: AMM

DRAWING NO.

A1.1

OF SHEET

ago. He prefers not to have any affordable requirement, as Casa de Suisun already accepts Section 8 Housing Vouchers and will continue to do so. He goes on to say for 30 years Casa de Suisun provided affordable housing in the form of 15 units of very, very low income housing to meet the State of California requirements. And finally he says, this requirement has expired and he prefers to have the ability to rent to market rate residents.

More specifically, in his offer, Mr. Caldwell will require the city to issue a building premit ot construct six (6) apartment units, some or all may be 2-bedroom units withing the existing building structure. The units must be rented to citizens 55 years and older. The project will be operated in conjunction with the existing 108 unit Casa de Suisun as one business. He plans to install wrought iron fencing with security gates around the subject property, similar to existing fencing.

Mr. Garland's value conclusion was $300,000, for a vacant site, concluding the present improvements do not contribute value to the overall property and should be demolished to make way for a multifamily development use. We agree with Mr. Garland's conclusion that the present improvements to do not contribute to the value of the overall property and have appraised the subject property with the hypothetical condition that the site is vacant and ready for development to a multifamily use consistent with the zoning and general plan.

Value in Use

We believe it is important to make the distinction between market value and value in use . We have already defined market value earlier in this report. To paraphrase, market value includes a willing and able seller and buyer, each acting prudently, for self interest, no undue duress to buy of sell, neither in a position to take advantage of the other. Market value is specific to a defined market. Value in use may equate to market value, however, it is conceptually different.

The concept of *value in use* is "The value of a property assuming a specific use, which may or may not be the property's highest and best use on the effective date of the appraisal."[4]

We performed a market value appraisal as instructed by the client. Mr. Caldwell, however, as the owner of the adjacent parcels, namely those improved with the Casa de Suisun apartments, is not considered a typical buyer. Referring to his offer to Suisun City, he will pay $300,000 conditioned upon the city permitting him to construct six (6) apartment units, within the existing building structure. He plans to operate the additional units within the existing 108 units at (his) Casa de Suisun as one business. For a couple reasons, no other buyer (market participant) can

[4] *The Dictionary of Real Estate Appraisal*, 6th ed., Appraisal Institute

make this offer and make it pencil.

- It is an assemblage for Mr. Caldwell; it is worth more to him as an assemblage with the existing Casa de Suisun apartments than anyone else. Also, many conditions and terms of sale, such as permitting entitlements, that are not consistent with the as is value range of the subject property.

- Since 1987, Mr. Caldwell has ground leased the parcels upon which his 108 unit Casa de Suisun apartment complex is situated on. Any developer could construct the six apartment units on the site the same way Mr. Caldwell plans to, however, as we will discuss in our highest and best use analysis, six apartment units does not pass the legally permissable and physically possible tests, it does not pencil financially. It is not likely Mr. Caldwell will allow any other user to integrate their six units into his Casa de Suisun project; so the typical user's six units will be stand-alone. The income generated at turnkey will likely be insufficient to generate profit. Additionally, a typical market participant would have to deal with the existing easements and access challenges they create. And as discussed, it is questionable how many parking spaces the subject property has due to lack of an enforceable shared use agreement.

- In January 2020, Mr. Caldwell purchased the two parcels he has ground leased since the inception of Casa de Suisun and now owns the apartment project site in fee simple. Recall as we discussed earlier in this report, in June 1977, the city purchased 3.51 acres and created two parcels for the apartments and a third for the subject property. Should Mr. Caldwell successfully acquire the subject property from the city, he will own all three parcels - A, B & C. As owner of all three parcels, Mr. Caldwell is not constrained by the existing access easements in fact the merger of the three properties may in effect extinguish those easements. So, Mr. Caldwell can pretty much do what he wants on the previously easement encumbered parcels subject of course to utility and other easements and city zoning and building requirements.

HIGHEST AND BEST USE

Highest and Best Use is "The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and results in the highest value."[5]

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 land. Finally, it must be a maximally productive use, or the use that produces the highest net return and the highest present value.

With improved properties, occasionally the highest and best use of a site, as if vacant, and the highest and best use of the property, as structurally improved, are in conflict. When these conflicts occur, where the descriptive use does not match the prescriptive use, the generally accepted appraisal practice is to analyze the improved properties on both its as structurally improved basis, and on the as if vacant basis.

Highest and Best Use of the Site as if Vacant

Appropriately Supported Earlier in real estate appraisal practice, the concept of "appropriately supported" was defined as "legally permissible," or simply that current zoning permitted the zoning stated use. This concept has been somewhat modified to reflect the fact that people in the marketplace will sometimes speculate that future events may permit higher uses that are not currently allowable. With this conceptual change, the term appropriately supported has replaced legally permissible in the definition of highest and best use.

The Subject Property is zoned High-Density Residential 1 (RH1) which is consistent with the City's General Plan land use element Res Hi PUD Subject Property designation. We are not aware of any apparent imminent change in that zoning. The current improvements fall within "Allowable Uses in Residential Zones." [6] Multifamily residential, however, is the only appropriately supported use of the subject site, as if vacant.

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[5] *The Appraisal of Real Estate,* 14th ed., Appraisal Institute

[6] Title 18, Zoning Code, "Allowable Uses in Residential Zones," Table 18.08.02

Physically Possible. The only appropriately supported, as if vacant, use of the subject site is multifamily residential use. Multifamily residential use of the subject property is physically possible.

Financially Feasible. In accordance with the city zoning code, High-Density Residential (RH1) 20.1 to 30 dwelling units per gross acre are the primary land use. Applying the math, the subject could accommodate 6.44 to 12.8 units per gross acre (0.32 acres x 20.1 = 6.44; 0.32 acres x 30 = 12.8). In the Solano County market area most of the time small multifamily residential projects are not financially feasible. Most of the time rents are not adequate to support the cost of construction, and investors disfavor small multifamily residential because they are too small to support an onsite manger, and off site management of these small projects is fairly ineffective.

The two building improved investment property types that flourished in the Covid-impeded market are apartments and warehouses. Because of both the strength of the multifamily residential market and the limited availability of desirable alternative investments, development of small multifamily residential projects were perceived by the marketplace as financial feasible.

In the current market environs, we have not observed any significant development or demand for small in-fill multifamily sites similar the subject. It appears that until rents improve or development costs go down, the financial feasibility of multifamily development is strained.

As discussed earlier in this report, Ted Caldwell, the owner of the Casa de Suisun apartments, via email, has offered to purchase the subject property for the purpose of developing six (6) apartment units to add to his 108 unit Casa de Suisun senior apartments. His use of the subject property benefits from the onsite management which a larger project can financially support. Mr. Caldwell's property management benefit are part of his potential value in use benefits which do not accrue to the broader marketplace. Mr. Caldwell's unique benefits are not part of this market driven Highest and Best Use analysis.

Maximally Productive The maximally productive use of the Subject Property, as if vacant, is to hold and entitle the subject site for multi-family development, with the physical development tied to a stronger multifamily development marketplace cycle anticipated in the future.

Highest and Best Use as Improved

The as structurally improved Highest and Best Use question is the viability of using the structure for its designed use, converting the structure to an alternate use, or demolishing the structure and replacing the structure. This as structurally improved analysis is subject to the same four Highest and Best Use tests of appropriately supported, Physically Possible, Financially Feasible, and finally the Maximally Productive test.

The facts and analysis leading to a reasonable Highest and Best Use conclusion easily lends itself to a bullet point highlighting of the critical thought process leading to our conclusion. The obvious existing structure uses include the designed community center use, or conversion of the structure to office, retail or multifamily residential use.

- The marketplace has already demonstrated that while only 35 years old, the existing structure is economically obsolete for its designed community center use. The vastly superior Joseph Nelson Community Center, and the Salvation Army Kroc Center have usurped enough demand that the subject property has already demonstrated that it cannot compete in the marketplace. Community center use of the existing structure fails the Financially Feasible test

- At some expense, it is physically possible to convert the subject structure to a retail use. However, as explained in the *Environs* section, all retail properties in the immediate area are worth only a small fraction of their reproduction costs. All retail properties in the competitive market area suffer very large economic (a.k.a. external) obsolescence. Additionally, 318 Merganser Drive does not have enough commercial exposure to support retail use. Conversion of the existing subject improvement to a retail use is not financially feasible.

- As pointed out throughout this report, there is inadequate parking pursuant to zoning absent an enforceable shared use agreement.

- At some expense, it is physically possible to convert the subject structure to an office use. However, as explained in the *Environs* section, office properties in the immediate area are worth only a small fraction of their reproduction costs. Office vacancy rates next door have been 50% or greater for a couple decades. Office products in the competitive market area suffer very large economic (a.k.a. external) obsolescence. Conversion of the existing subject improvement to an office use is not financially feasible.

- It is physically possible to convert the existing structure to a multifamily dwelling.

However such a physical conversion utilizes only a small part of the existing structure, being just the structural shell. The existing plumbing and electrical systems are inadequate to support multifamily use and would require a complete replacement likely including larger capacity water sewer and electrical services.

Additionally, retrofitting necessary doors and windows in the existing building shell is much more expensive than simply framing doors and windows into newly constructed structural framing. Another factor is fitting apartment units into an existing building envelop always create floor plan compromises which impair the rentability of those units.

Another marketplace factor in regards to conversion of the existing structure to a multifamily structure is that plan then locks the property into an economic under utilization of the site for the life of the multifamily structure. The multifamily residential land values are based upon multi-story development. Multifamily residential reuse of the existing single story structure is an economic under utilization of the site which further impairs the economics of a multifamily conversion of the existing subject improvement. Conversion of the existing improvement to a multifamily use is not financially feasible.

- There does not appear to be Financially Feasible use of the now obsolete subject structure in its market environs.

The Highest and Best Use of the existing structure is to demolish the structure to make way for the multifamily residential development and Highest and Best Use of the site, as if vacant.

VALUATION

As discussed in the Highest and Best Use as improved section of this report, due to the lack of an enforceable agreement to share the use of parking spaces on the adjacent Casa de Suisun apartment complex, there does not appear to be a financially feasible use of the subject improvement, the former Suisun Senior Center. And as concluded in the Highest and Best Use, as if vacant, section of this report, the maximally productive use of the subject site*, as if vacant,* is to hold and entitle for multi-family development, with the physical development tied to a stronger multifamily development marketplace cycle anticipated in the future. As such, we will value the subject property as if vacant, without consideration to the existing building improvements.

In order to form opinions of market value for the subject property, the direct comparison approach has been used. We have searched the regional competitive market area of the subject property for residential development sites with similar physical and legal characteristics as the subject site.

As-Vacant Valuation

We have researched and analyzed five (5) comparable site sales in downtown districts of Fairfield and the city of Suisun City. 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. The sales effectively bracket a supported preliminary market value indication of the subject property.

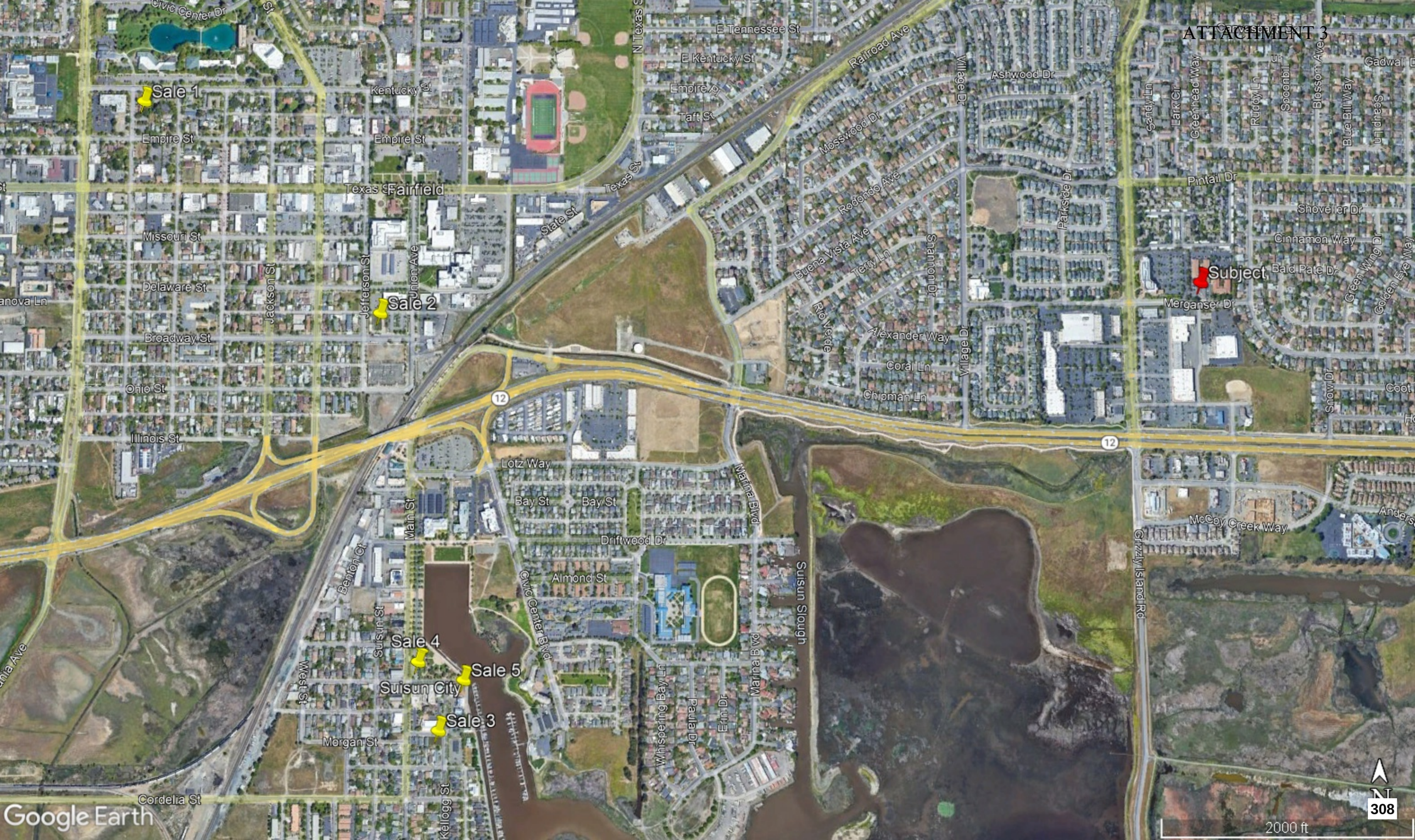
We note that while we have considered the wider market area, the best and most applicable data points were located within the downtown areas of Fairfield and Suisun City, as they are a better representation of the subject's market.

A summary table of the comparable sales is shown on the following page, and a map showing the location of the comparable sales follows. Summaries of each comparable sale are located after the map. Additional information with regard to each sale can be found in the Addenda of this report.

We will provide a summary qualitative ranking analysis of the subject and all the comparable sales available for analysis, then discuss the strengths and weaknesses of the available sales for analysis, followed by reconciling to a preliminary market value opinion.

COMPARABLE MULTI-FAMILY SITE SALES

	SUBJECT	1	2	3	4	5
		810, 830 & 848	640	525	Parcel 3	
	Main Street	Great Jones	Broadway	Morgan Street	Main & Solano St.	Kellog St
	Suisun City	Fairfield	Fairfield	Suisun City	Suisun City	Suisun City
APN	0032-141-130	0030-173-08, 09 & 10	0030-291-090, -100	0032-143-070, -210	0032-142-300	0032-142-280
Sale Info						
Date of Sale		01/17/18	4/30/2021	9/29/2021	12/21/2022	12/21/22
Doc#		0002832	48524	1021369	78651	78636
Buyer			City of Fairfield	Dante Archangeli	Lionext Inc.	Lionext Inc
Seller			Greg Tonnesen	Javer Ruiz	Suisun City	Suisun City
Sale Price		$718,000	$301,500	$200,000	$130,000	$110,000
Cond. of Sale		Arm's Length	Arm's Length	Arm's Length	See Remarks	See Remarks
Adjustments		$0	$0	$0	$0	$0
Adj. Sale $		$718,000	$301,500	$200,000	$130,000	$110,000
Adj. $/SF		**$21.14**	**$20.10**	**$20.05**	**$17.43**	**$17.26**
Site Info						
Acres	0.32	0.78	0.34	0.23	0.17	0.15
SF	13,939	33,975	15,000	9,975	7,459	6,373
Zoning	HDR RH1	HO P1	HTD	HLC	MSMU	DMU
DU/Ac.	20 to 30	8 to 35	20 to 80	6 to 18	24 to 54	25 to 54
Shape	Rectangular	Irregular	Rectangular	Rectangular	Rectangular	Irregular
Topography	Generally Level	Generally Level	Generally Level	Generally Level	Generally Level	Generally Level
Character	Finished site	3 lots, ½ block	Corner Lot	Corner Lot	Corner Lot	Waterfront
Intended Use	Multi-Family	Mixed Use	Multi-Family	Mixed Use	Mixed Use	Mxed Use


Sale 1
Sale 2
Sale 3
Sale 4
Sale 5
Subject
Fairfield
Suisun City
Civic Center Dr
Kentucky St
Empire St
Texas St
Missouri St
Delaware St
Broadway St
Ohio St
Illinois St
Cordelia St
Morgan St
Jefferson St
Union Ave
Jackson St
Main St
West St
Benton Ct
Suisun St
State St
N Texas St
E Tennessee St
E Kentucky St
Taft St
Railroad Ave
Mosswood Dr
Rodondo Ave
Buena Vista Ave
Terry Ln
Rio Verde
Stanton Dr
Village Dr
Ashwood Dr
Parkside Dr
Alexander Way
Coral Ln
Chipman Ln
Sandy Ln
Lark Cir
Greenhead Way
Rudy Ln
Spoonbill
Blossom Ave
Blue Bill Way
Seaduck Ln
Pintail Dr
Shoveler Dr
Cinnamon Way
Bald Pate Dr
Merganser Dr
Green Wing Dr
Golden Eye Way
Snow Dr
Lotz Way
Bay St
Driftwood Dr
Almond St
Civic Center Blvd
Marina Blvd
Whispering Bay Ln
Paula Dr
Erin Dr
Suisun Slough
Grizzly Island Rd
McCoy Creek Way
Kellogg St
12
Google Earth
2000 ft
N

#1 <u>810, 830 & 848 Great Jones Street, Fairfield, Sold 1/18 for $718,000 or $21.14/SF</u>

This sale consists of three separate assessor parcel numbers and situs addresses and is located approximately two miles northwest of the subject property on the east side of Great Jones Street extending from Kentucky to Empire Street. Across Kentucky Street to the north is the Fairfield Civic Center complex including the County library and City Hall and the police station; across Great Jones Street to the west is a large two-story office building purchased in 2015 by Seneca Family of Agencies, which partners with Solano County's Social services and Mental Health agencies along with non-profits to provide services to children and their families. Prior to Seneca's purchase, the one-time medical offices sat vacant for four years. and one block south of the West Texas Street ("Main Street") the main east/west commercial arterial street of Downtown Fairfield.

This sale had a development plan for 28 units of apartments with a total building size of 44,804 square feet plus city approved one on-street parking space per unit. The plan has expired. The property occupies the entire block between Kentucky and Empire streets. This sale also is located in the Heart of Fairfield Plan, intended to be an "action plan" that focuses on tools needed to achieve the community's desires for the Heart of Fairfield, including updates to zoning and design standards, economic and fee incentives, street and sidewalk enhancements, and infrastructure improvements.

The center parcel: 830 Great Jones has a dated single-family home still located on the site. It has 11 rooms including 6 bedrooms and 2 bathrooms. The total building size is 2,156 square feet and occupied by tenants. Income from this interim use will off-set some of the carrying costs until this site in developed. The site fronting on Kentucky street is vacant and undeveloped; the site fronting on Empire is a fenced asphalt parking lot in a state of disrepair.

#2 <u>640 Broadway Street, Fairfield, Sold 4/21 for $301,500 or $20.10/SF</u>

This is the sale of a 0.344 acre or 15,000 SF site located near downtown Fairfield and south of the government buildings. This lot is adjacent to a Solano County-owned parking lot. It is a corner lot with frontage on both Broadway and Jefferson Streets.

The property was previously improved but sold vacant, with some concrete slabs still in place but no improved buildings. While the location is just outside the core downtown area, the property is located within the Heart of Fairfield Specific Plan. The zoning for the site is a transit-oriented development with a focus on higher-density housing uses.

The allowed density for the site is 20 to 80 dwelling units per gross acre, with a 60% lot coverage and building height of 65'. This property is outside the core parking district of the specific plan.

The property was actively marketed with an original list price of $375,000 for 297 days. The broker confirmed that the property was acquired by the City of Fairfield after getting an appraisal. The property had been on the market for some time and had not sold. As such, the seller took the offer from the City. The seller confirmed that that was the best offer they had.

#3 525 Morgan Street, Suisun City, Sold 09/21for $200,000 or $20.05/SF

This is the sale of a 0.23 acre site located at the southwest corner of Kellogg and Morgan Streets in the Downtown Waterfront District of the city of Suisun City. The property is reported to have a street address of 525 Morgan Street.

The site is located in the downtown parking district, and is near city parking lots on the east side of Kellogg Street. The site is zoned historical limited commercial, allowing for limited commercial uses, residential uses, and mixed uses. The zoning allows for the development of 6 to 18 units per acre, and the site is fully served and in a development ready condition.

The property has been on-and-off the market since March of 2016, with an asking price of $234,900. The broker reported a fair amount of interest but a limited number of written offers over the time it was marketed. The property was listed in 2021 with an asking price of $229,999, then dropped to $199,999. The final sales price was $200,000.

The buyer's agent confirmed the sale and said their buyer intended to develop the property with housing. They felt that the property could be developed with 2 to 4 units.

The property reportedly has suffered some market resistance during marketing due to its less preferred historic limited commercial zoning, and there was some uncertainty as to whether the site was one, or two legal parcels.

#4 Main St. & Solano St. Suisun City, Sold 12/22 for $130,000 or $17.43/SF

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 and Solano Streets, 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, the property was 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 developers. It is unclear if development is likely to happen in the near term.

#5 <u>Kellogg Street Suisun City, Sold 12/22 for $110,000 or $17.26/SF</u>

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 for commercial uses. 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 developers. It is unclear if development is likely to happen in the near term.

QUALITATIVE SUMMARY TABLE

#	Location	Sale Date	SF of Land	Sales Price/SF	Indicated Subject Value
1	830 Great Jones, Fairfield	1/17/2018	33,975	$21.14	Less than $21.14/SF
2	640 Broadway, Fairfield	4/30/2021	15,000	$20.10	Less than $20.10/SF
3	525 Morgan Street, Suisun City	9/29/2021	9,975	$20.05	Less than $20.05/SF
4	Main St. & Solano St., Suisun City	12/21/2022	7,459	$17.43	Greater than $17.43/SF
5	Kellog St., Suisun City	12/21/2022	6,373	$17.26	Greater than $17.26/SF

We are generally happy with quality of the sales data available for our analysis. Two sales are located in Downtown Fairfield and three in Downtown Suisun City. These comparable sales are believed to effectively compete with the subject property. We would have preferred to have a greater number of current closed transactions, however, the limited sales available for analyses indicate the limited development demand for small infill sites in the subject CMA.

Prior to qualitative ranking and analysis, the comparable sales indicate a range of $17.26 psf to $21.14 psf, based on the 13,939 SF of the subject site, indicating a total property value in the range of $240,587 to $294,670. After qualitative ranking and analysis, the comparable sales indicate a range of $17.26 psf to $20.05 psf, or $240,587 to $279,476.

Although somewhat dated, Sale 1, consists of three assessor parcels sold in the same transaction including approvals for a 28 unit apartment complex, however, the approvals have since expired. This sale offers other options including selling off one or more of the parcels. Maybe 28 units isn't the most maximally production use of the site. Maybe two of the three parcels is more financially feasible. Additionally, the interim residential structure generates income to offset some of the carrying costs. This sale is more than twice the size of the subject property, however, its units per acre density is similar to the subject. This sale is located within a parking overlay district and one block from Downtown Fairfield which are favorable attributes. It is also part of the Heart of Fairfield Plan, as discussed. The indicated value for the subject based on this sale is less than $21.13 per square foot.

Sale 2 is very close in size to the subject property and is located next to the County Government Center and only 2 blocks from the West Texas "Main" Street arterial. We feel it is a better site for development of multi-family units as it is not encumbered by the easements exhibited in the subject property. Its surroundings are similar to the subject property in that it includes some older residential properties, and there are retail uses of a similar age, quality and condition nearby which are similar to the subject surroundings. Across Jefferson Street is a somewhat recently developed small multi-residential project, which is one of the newer developments in

the immediate vicinity. Additionally, this sale is located in the Heart of Fairfield Specific Plan (as Sale 1 is). Linkages to Highway 12 are also convenient and nearby. This indicated value for the subject based on this sale is less than $20.10 per square foot.

Sale 3 is located in Downtown Suisun City in its Waterfront District, one block off Main Street and also one block from the waterfront. Similar to Sale 2, it is better suited for development to a multi-family or mixed use. However, its smaller size may limit its uses. Nearby uses include restaurants, office buildings and residential single-family dwellings. This sale is rectangle and level site. It fronts on Morgan Street which is two-way however somewhat narrow. Its density is less than the subject property. However, it is a level site with access from two streets. This indicated value for the subject based on this sale is less than $20.05 per square foot.

Sale 4 is located on the corner of Main Street and Solano Street, a one way street. Directly across Main Street are commercial buildings dating back to the early 1900s. Across Solano Street is a newer commercial and office building including which has experienced vacancies since it was completed in 2008. This is a rectangular and level site with density similar to the subject site. Despite this sale being a little more than one-half the size of the subject site it is a pretty good indicator of value for the subject. It has good visibility and access. This indicated value for the subject based on this sale is greater than $17.43 per square foot.

Sale 5 is located basically on the water-front, however, it is accessed via an easement. It is in the same vicinity as Sales 3 and 4, however, its location is less desitable than those sales. This sale is less than half the size of the subject and has an irregular shape may make development a challenge. This indicated value for the subject based on this sale is greater than $17.26 per square foot.

In our opinion, we were pleased with the data available for our analysis, and the best sales available for analysis in the competitive market area of the subject indicate support for a market value in the rounded range of $18 per SF to $19 per SF.

Based on its total size of 13,939 square feet this indicates support for a subject property value in the range of in the range of $250,902 to $264,841. Calculations are shown below.

13,939 SF x $18 per SF = $250,902

13,939 SF x $19 per SF = $264,841

Due to the current high interest rate environs dampening demand for new development, and the lack of observed development of similar sites in the Fairfield/Suisun competitive market area of the subject property, we are inclined to reconcile to the lower end of the indicated range.

So as not to suggest a degree of precision that is not inherent in this analysis, nor in the marketplace the subject property competes within, it is appropriate to round the market value conclusion of the subject. After all considerations, a rounded market value opinion of $250,000 is opined for the subject property on the date of value.

MARKET VALUE OPINION
MAY 31, 2023
318 MERGANSER DRIVE
$250,000

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 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. [7]

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 transaction, and the current position the market is in related to the economic cycle, our opinion is the subject would have had to have been offered for sale for approximately 12 months prior to the date of value.

[7] *Dictionary of Real Estate Appraisal*, 7th ed., 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 Marc Tonnesen 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. Steven M. Salmon and Marc Tonnesen 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. Ronald G. Garland, MAI, SRA of Garland & Salmon appraised the subject property on February 4, 2022 (date of value). The client and intended user was Ted Caldwell, the owner of the adjacent Casa de Suisun senior apartments. The city of Suisun City was also named as an intended user in that report.

15. Steven M. Salmon and Marc Tonnesen are currently certified by the State of California Office of Real Estate Appraisers as Certified General Real Estate Appraisers.

Steven M. Salmon, MAI
CA #AG044622
6-26-2023
Date

Marc Tonnesen, SRA
CA #AG008098
6/26/2023
Date

SUBJECT PHOTOGRAPHS

Front of subject property shot from across Merganser Dr. facing north.

East side of subject property shot from Merganser Dr. facing north, Casa de Suisun senior apartments on the right of the picture, parking spaces on the left are not usable due to lack of a shared parking agreement

SUBJECT PHOTOGRAPHS

West side of the subject property shot from Merganser Dr. facing north, parking spaces on the right are located on the subject property

Shot of the easement that encumbers the subject property, running along the fence in a north/south direction; the parking on the right of the picture belongs to the subject property

SUBJECT PHOTOGRAPHS

Shot of the rear of the subject property, parking spaces are not usable due to lack of a shared parking agreement

Looking south along the east side of the subject property showing parking spaces that are not usable due to lack of a shared parking access agreement

SUBJECT PHOTOGRAPHS

This sign is located on all sides of the subject building facing the parking spaces "Permit Parking Only"

Interior shot of one of the rooms in the subject improvement

Land Sale No. 1

Property Identification

Record ID	1485
Property Type	Downtown lot, Mixed use
Address	810, 830, 848 Great Jones, Fairfield, Solano County, California 94533
Location	Heart of Fairfield Specific Plan
Tax ID	0030-173-080, -090, -100

Sale Data

Grantor	Seneca Family of Agencies
Grantee	Amp Great Jones Investment LLC
Sale Date	January 17, 2018
Deed Book/Page	2832
Property Rights	Fee Simple
Conditions of Sale	Arms Length
Financing	$328,000 Private Lender; 46% LTV
Verification	Broker; Other sources: MLS, Public Record, Confirmed by Database Administrator
Sale Price	$718,000
Cash Equivalent	$718,000

Land Data

Zoning	HO P1 - Heart of Fairfield, Parking District
Topography	Generally level
Utilities	All urban services available
Shape	Rectangular
Parking	Downtown Parking District

Land Size Information

Gross Land Size	0.780 Acres or 33,977 SF
	28
Front Footage	Great Jones Street; Kentucky Street; Empire Street;

Indicators

Sale Price/Gross Acre	$920,513
Sale Price/Gross SF	$21.13
Sale Price/ Unit	$25,643

Remarks

This sale consists of three separate assessor parcel numbers and situs addresses and is located approximately two miles northwest of the subject property on the east side of Great Jones Street extending from Kentucky to Empire Street. Across Kentucky Street to the north is the Fairfield Civic Center complex including the County library and City Hall and the police station; across Great Jones Street to the west is a large two-story office building purchased in 2015 by Seneca Family of Agencies, which partners with Solano County's Social services and Mental Health agencies along with non-profits to provide services to children and their families. Prior to Seneca's purchase, the one-time medical offices sat vacant for four years. and one block south of the West Texas Street ("Main Street") the main east/west commercial arterial street of Downtown Fairfield.

This sale had a development plan for 28 units of apartments with a total building size of 44,804 square feet plus city approved one on-street parking space per unit. The plan has expired. The property occupies the entire block between Kentucky and Empire streets. This sale also is located in the Heart of Fairfield Plan, intended to be an "action plan" that focuses on tools needed to achieve the community's desires for the Heart of Fairfield, including updates to zoning and design standards, economic and fee incentives, street and sidewalk enhancements, and infrastructure improvements.

The center parcel: 830 Great Jones has a dated single-family home still located on the site. It has 11 rooms including 6 bedrooms and 2 bathrooms. The total building size is 2,156 square feet and occupied by tenants. Income from this interim use will off-set some of the carrying costs until this site in developed. The site fronting on Kentucky street is vacant and undeveloped; the site fronting on Empire is a fenced asphalt parking lot in a state of disrepair.

Land Sale No. 2

Property Identification

Record ID	1473
Property Type	Commercial
Address	640 Broadway Street, Fairfield, Solano County, California 94533
Location	640 Broadway Street
Tax ID	0030-291-090, -100

Sale Data

Grantor	Greg Tonnesen
Grantee	City of Fairfield
Sale Date	April 30, 2021
Deed Book/Page	48524
Property Rights	Fee Simple
Marketing Time	297 days
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Greg Tonnesen; April 20, 2023; Dylon Baker, 707-330-0152, April 24, 2023; Other sources: MLS, Confirmed by Matt Atwood
Sale Price	$301,500
Cash Equivalent	$301,500

Land Data

Zoning	HTD, Commercial
Topography	Level
Utilities	Available
Shape	Rectangular

Land Size Information

Gross Land Size	0.344 Acres or 15,000 SF

Indicators

Sale Price/Gross Acre	$875,556
Sale Price/Gross SF	$20.10

Remarks

This is the sale of a 0.34 acre or 15,000 SF site located near downtown Fairfield and south of the government buildings. This lot is adjacent to a Solano County-owned parking lot. It has frontage on both Broadway and Jefferson Streets.

The property was previously improved but sold vacant, with some concrete slabs still in place but no improved buildings. While the location is just outside the core downtown area, the property is located within the Heart of Fairfield Specific Plan. The zoning for the site is a transit-oriented development with a focus on higher-density housing uses. The allowed density for the subject is 18 to 65 dwelling units per gross acre. This property is outside the core parking district of the specific plan.

The property was actively marketed with an original list price of $375,000 for 297 days. The broker confirmed that the property was acquired by the City of Fairfield after getting an appraisal. The property had been on the market for some time and had not sold. As such, the seller took the offer from the City. The seller confirmed that that was the best offer they had.

Land Sale No. 3

Property Identification

Record ID	1369
Property Type	Commercial/residential
Address	525 Morgan Street, Suisun City, Solano County, California 94585
Location	Downtown Waterfront District
Tax ID	0032-143-070, -210

Sale Data

Grantor	Javer Ruiz
Grantee	Dante Archangeli
Sale Date	September 29, 2021
Deed Book/Page	1021369
Property Rights	Fee Simple
Marketing Time	22+ Months
Conditions of Sale	Arm's Length
Financing	Cash to Seller
Verification	Michelle Perez; 702-208-2557, April 12, 2023; Other sources: MLS, Public Record, Confirmed by Matt Atwood
Sale Price	$200,000
Cash Equivalent	$200,000

Land Data

Zoning	Historic Limited Commercial; HLC, Downtown Commercial
Topography	Generally level
Utilities	All avaialable
Shape	Rectangular

Land Size Information

Gross Land Size	0.229 Acres or 9,975 SF
Front Footage	Kellogg Street; Morgan Street;

Indicators

Sale Price/Gross Acre	$873,362
Sale Price/Gross SF	$20.05

Remarks

This is the sale of a 0.23 acre site located at the southwest corner of Kellogg Street and Morgan Street in the Downtown Waterfront District of the city of Suisun City. The property is reported to have a street address of 525 Morgan Street.

The site is located in the downtown parking district, and is near city parking lots on the east side of Kellogg Street. The site is zoned historical limited commercial, allowing for limited commercial uses, residential uses, and mixed uses. The zoning allows for the development of 6 to 18 units per acre, and the site is fully served and in a development ready condition.

The property has been on-and-off the market since March of 2016, with an asking price of $234,900. The broker reported a fair amount of interest but a limited number of written offers over the time it was marketed. The property was listed in 2021 with an asking price of $229,999, then dropped to $199,999. The final sales price was $200,000.

The buyer's agent confirmed the sale and said their buyer intended to develop the property with housing. They felt that the property could be developed with 2 to 4 units.

The property reportedly has suffered some market resistance during marketing due to its less preferred historic limited commercial zoning, and there was some uncertainty as to whether the site was one, or two legal parcels.

Land Sale No. 4

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	W38.238751, N-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

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. 5

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	W38.238175, N-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
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.

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Placer Title Company
1300 Oliver Rd., Suite 120
Fairfield, CA 94534
Phone: (707)429-2211
Fax: (707) 429-1230

PLACER TITLE COMPANY
A MOTHER LODE COMPANY

Order No.: P-593658
Reference:
Escrow Officer: Laura Vierra
Email: TeamVierra@placertitle.com
Email Loan Docs To: lvierra@placertitle.com

Proposed Underwriter: First American Title Insurance Company

Property Address: 318 Merganser Drive, Suisun City, CA 94585

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: May 15, 2023 at 7:30AM
Title Officer: Eric Seastrom

Order Number: P-593658

The form of policy of title insurance contemplated by this report is:

2021 ALTA Standard Owners Policy

2021 ALTA Extended Loan Policy

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

City of Suisun City, a municipal corporation

The land referred to in this report is described as follows:

See Exhibit “A” Attached for Legal Description

Order Number: P-593658

Exhibit "A"
Legal Description

The land described herein is situated in the State of California, County of Solano, City of Suisun City, described as follows:

Parcel C as shown on Parcel Map, Lands of the City of Suisun City, filed for record September 18, 1986, in Book 30 of Parcel Maps, at Page 15, Solano County Records.

APN: 0173-010-230

Order Number: P-593658

EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2023-2024, a lien not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.

3. An easement over said land for the purpose of access, and incidental purposes as set forth on Parcel Map filed September 18, 1986, in (book) 30, (page) 15 of Parcel Maps.

   Affects: Westerly 25 feet

4. An easement over said land for electrical facilities and incidental purposes granted to Pacific Gas and Electric Company, in deed recorded February 2, 1987, (instrument) 7898 (book) 1987 (page) 14159, Official Records.

   Affects: a portion of said property

   No representation is made as to the current ownership of said easement.

5. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

   ********** SPECIAL INFORMATION **********

   *** CHAIN OF TITLE REPORT:

   According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

   *** LENDER'S SUPPLEMENTAL ADDRESS REPORT:

   The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the issuance of an American Land Title Association Loan Form Policy:

   Placer Title Company states that the herein described property is a commercial building and that the property address is:

   318 Merganser Drive, Suisun City, CA 94585

   ***NOTICE REGARDING MAPS

   Any maps provided herewith are for reference only. The property and/or easements shown are but approximations, and no assurances are given as to accuracy, reliability, dimensions or acreage. This will not limit the coverage provided by a CLTA 116, 116.1 or 116.03 endorsement if issued to the policy.

*** NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

IMPORTANT NOTICE- ACCEPTABLE TYPE OF FUNDS

Please be advised that in accordance with the provisions of the California Insurance Code, Section 12413.1, any funds deposited for the closing must be deposited into the escrow depository and cleared prior to disbursement. Funds deposited by wire transfer may be disbursed upon receipt. Funds deposit via cashier's checks drawn on a California based bank may be disbursed the next business day. If funds are deposited with the Company by other methods, recording and/or disbursement may be delayed.

IMPORTANT NOTE: PLEASE BE ADVISED THAT ESCROW HOLDER DOES NOT ACCEPT CASH, MONEY ORDERS, ACH TRANSFERS, OR FOREIGN CHECKS.

PLEASE CONTACT ESCROW REGARDING QUESTIONS ON TYPE OF FUNDS REQUIRED IN ORDER TO FACILITATE THE PROMPT CLOSING OF THIS TRANSACTION.

NOTE: If you intend to remit multiple cashier's checks to close your escrow (which may or may not include gift funds or third party funds) IRS cash reporting under IRS Code 8300 may be required. For this reason, you may wish to consider wiring funds in lieu of remitting cashier's checks.

PURCHASE AND SALE AGREEMENT

(318 Merganser Drive, Suisun City, California)

by and between the

THE CITY OF SUISUN CITY, a California municipal corporation

and

TC PROPERTY MANAGEMENT, LTD, a California Limited Partnership

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**" or the "**PSA**") is dated as of _____ and is entered into by and between THE CITY OF SUISUN CITY, a California municipal corporation (the "**City**"), and TC PROPERTY MANAGEMENT, LTD (the "**Buyer**").

RECITALS

A. City is the owner of that certain parcel of land located adjacent to 318 Merganser Drive, in the City of Suisun City, County of Solano, State of California, identified by Solano County Assessor's Parcel Number 0173-010-230 and more particularly and legally described in **Exhibit "A"** attached hereto. (the "**Land**"). The Land includes approximately 13,939 square feet (0.32 acres) and is improved with an approximately 5,275 square foot building formerly used as a senior community center, sidewalk, and landscaped 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 effective support for seniors in the Suisun City community, and further support senior community living and connections within the City.

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 Property 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 Property to determine the suitability of the Property 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 Property, 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 Property, to adjacent properties, or to persons on or about the Property, (ii) which causes the Property to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Property 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 Property; Purchase Price.

2.1.1 Conveyance of Property 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 Property to the Buyer, and the Buyer agrees to acquire the Property from the City.

2.1.2 Purchase Price. The purchase price ("Purchase Price") for the Property shall be Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00). In addition, Buyer shall deliver to escrow or to an authorized City representative, a Cashier's Check for $25,000 made payable to City of Suisun Art Fund.

2.1.3 Deposit. Notwithstanding anything in this Agreement to the contrary, upon the opening of Escrow, a deposit of Twenty Five Thousand and No/100 Dollars ($25,000.00) 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 Property 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 Property 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 Property 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 CLTA coverage Owner's Title Insurance Policy, with any endorsements reasonably requested by the Buyer, showing fee simple title to the Property vested in the Buyer.

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 Property pursuant to Section 2.6.1.

2.5 Costs; Escrow Holder Settlement Statement.

2.5.1 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 Property.

2.6.1 "As-Is" Sale. The Buyer acknowledges and agrees that, except as expressly

set forth herein, the Buyer is acquiring the Property 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 Property, 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 Property, (b) the Property'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 Property.

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 Property 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 Property. The Buyer shall not conduct any intrusive or destructive testing of any portion of the Property, 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 Property, such that no mechanics liens or similar liens for work performed are imposed upon the Property by any such persons. Following the conduct of any Feasibility Investigations on the Property, the Buyer shall restore the Property 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 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 Property or stating the Buyer's rejection of the condition of the Property and refusal to accept a conveyance of title to the Property, describing in reasonable detail the actions that Buyer reasonably believes are indicated to allow Buyer to unconditionally accept the condition of the Property. If the Buyer does not accept the condition of the Property 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 Property. If the condition of the Property 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 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

Property, injuries to or death of persons, or for the cost of cleaning up the Property and removing Hazardous Materials or toxic substances, materials and waste therefrom, by reason of (i) the release of Hazardous Materials on the Property 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 Property.

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 Senior Housing Covenant, 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 a CLTA 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 Property 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, and in a neat, clean and orderly condition, including without limitation any walkways, driveways, landscaping, 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. In consideration of the City selling the property to Buyer, Buyer agrees to remodel the current structure on the property into six to nine deed restricted senior housing units. Buyer will be solely responsible for the financing and construction of the new senior housing units. The Property will be restricted to residents ages fifty-five (55) and older for a period no less than twenty-five (25) years. There will be no income restriction. Rents to be at market value, however, low-income residents on the Section 8 program will be accepted. There will be no regulatory agreement. Buyer shall submit for applicable entitlements and/or permits to the City no later than six months from the time of execution of this Agreement at the expense of the Buyer. In addition, Buyer will commit to working in good faith with the City on collaboration and partnership in ways to enhance senior resources and promote aging in place.

4.3 Obligation to Refrain from Discrimination. The Buyer covenants by and for himself, and any successors in interest, that there shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Land or Improvements, nor shall the Buyer himself or any such person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Site. The foregoing covenants shall run with the Land. As a matter of practice, Buyer rental policies conform to the California Fair Housing laws.

4.4 City's Rights, Obligations and Powers a Government Entity. City is entering into this Agreement in its proprietary (not governmental capacity) and nothing herein shall waive or affect City's rights, obligations and powers as a public governmental entity. City's approval of this Agreement shall not cause or be deemed to cause any approval of the zoning, land use, governmental regulations, entitlements, laws, permits and approvals, environmental and similar laws, regulations and restrictions and land use characteristics of the land other than as expressly and unambiguously set forth in this Agreement.

4.5 Senior Resources. Buyer will commit to working in good faith with the city on collaboration and to partner in ways to enhance senior resources and promote aging in place in the City.

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 Property 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 Property (or the activities of the Buyer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Property), 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 California limited partnership 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 Property 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 Property 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 Property or against the Property.

(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 Property (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 Property 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 Property 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 Property notifying the City of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Property, 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: Ricky Caperton, Development Services Director

and Richards, Watson & Gershon
2300 N Street, Suite 3

Sacramento, California 95816
Attn: Patrick Enright, Esq.

Buyer: TC PROPERTY MANAGEMENT, LTD, a California Limited Partnership
PO Box 38
Davis, CA 95617
Attn: Ted Caldwell

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:

By: TC PROPERTY MANAGEMENT, LTD
a California limited partnership,

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 PROPERTY

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 "B"

FORM OF GRANT DEED

RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO
(AND MAIL ALL PROPERTY TAX STATEMENTS TO):

_____

_____

_____

APN(S):

[SPACE ABOVE FOR RECORDER'S USE ONLY]

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

This Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383.

Documentary Transfer Tax is $_____. The property is in the City of Suisun City, County of Solano, California.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the **CITY OF SUISUN CITY** ("**Grantor**") hereby grants to [BUYER], a [California limited liability company] ("**Grantee**"), the Property located in the City of Suisun City, County of Solano, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference and all improvements thereon (collectively, the "Property"), subject to all matters of record and the Regulatory agreement executed by Grantor and Grantee and recorded substantially concurrently herewith, and any other matter of record or that would be disclosed by an ALTA survey.

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

Dated: _____, 202__

GRANTOR:

CITY OF SUISUN CITY

By: _____
Print Name: _____
Title: _____

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 the document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____ ____, 20____ 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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity 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.

Signature: _____

(affix seal in above space)

Exhibit A
to Grant Deed

LEGAL DESCRIPTION

EXHIBIT "C"

RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:

City of Suisun City
701 Civic Center Blvd
Suisun City, California 94585
Attn: City Manager

APN:

Grantor declares that this Grant Deed is exempt from Recording Fees pursuant to California Government Code Section 27383.

SENIOR HOUSING COVENANT

THIS SENIOR HOUSING COVENANT (THIS "Covenant") is dated as of December ____, 2025 and is entered into by and between the CITY OF SUISUN CITY, a California general law city (the "City"), and TC PROPERTY MANAGEMENT, LTD, a California Limited Partnership (the "Buyer/Owner").

RECITALS

A. Buyer/Owner is acquiring that certain parcel of land located adjacent to 318 Merganser Drive, in the City of Suisun City, County of Solano, State of California, identified by Solano County Assessor's Parcel Number 0173-010-230 and more particularly and legally described on Exhibit A attached hereto. (the "**Land**"). The Land includes approximately 13,939 square feet (0.32 acres), and is improved with an approximately 5,275 square foot building formerly used as a senior community center, sidewalk, and landscaped areas (collectively, the "**Improvements**", and together with Land, the "**Property**")

B. Buyer/Owner desires to convert the building previously used as a senior community center into six to eight housing units to be restricted to residents ages fifty-five (55) and older for a period no less than twenty-five (25) years.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions. For purposes of this Agreement, the terms listed below shall have the meanings thereinafter specified.

(a) Agreement means this Senior Housing Covenant.

(b) Buyer/Owner means TC PROPERTY MANAGEMENT, LTD, and any subsequent person (or persons) who purchase or otherwise acquire the Land.

(c) Land means that certain parcel of land located adjacent to 318 Merganser Drive, in the City of Suisun City, County of Solano, State of California, identified by Solano County Assessor's Parcel Number 0173-010-230.

(d) Qualified Occupant means households consisting of a person who is fifty-five (55) years of age or older and any qualified permanent residents under the applicable provisions of California Civil Code Section 51.3 and the Federal Fair Housing Act (except to the extent the Project utilizes federal funds whose programs have more stringent definitions for senior projects, in which case those definitions will apply.

(e) Term means from the date of recordation of this Agreement until December 31, 2050.

2. Restrictions on Sale Generally. Buyer/Owner shall not sell, convey, transfer, rent the Restricted Units or enter into an agreement to do so, except as expressly permitted by the terms of this Agreement.

3. Occupancy. On or prior to December 31, 2050: (i) any lease of the Restricted Unit shall be to a Qualified Household, and (ii) the Restricted Unit lease may not be subleased, but must be owner-occupied.

4. Resale Procedures. Buyer/Owner shall notify any proposed purchaser of the Land in writing prior to the proposed purchaser's execution of escrow instructions, purchase and sale agreement or similar agreement, whichever is earliest, that the title to the Land is and will be restricted in the manner described herein, and shall deliver a copy of this recorded Agreement to the purchaser at that time. Additionally, Buyer/Owner shall deliver to City a copy of such written notification.

5. Remedies of City. In addition to all of its rights and remedies available for Buyer/Owner's breach of this Agreement, City may obtain specific performance of this Agreement and/or injunctive relief, as elected by City.

6. Successors and Assigns; Covenants to Run With the Land. The covenants and restrictions contained herein shall run with the land for the term of this Agreement and shall be a burden upon the Property and each Restricted Unit and shall be enforceable by the City against each Homeowner and the successors-in-interest of the Homeowner (and all lessees of an Restricted Unit, but this shall not be construed to permit leasing).

7. Independent and Severable Provisions. In the event that any provision of this instrument is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.

8. Further Assurances. The City and Buyer/Owner, or any successor-in-interest or lessee shall execute, acknowledge and deliver, or cause to be executed, acknowledged and

delivered, such further instruments and agreements and do such further acts as may be necessary, desirable or proper to carry out the purposes of this Agreement.

9. No Waiver. No waiver by the City of its rights hereunder, or of any breach by the Buyer/Owner of any covenant, restriction, or condition herein contained, shall be effective unless such waiver is in writing, signed by the City and delivered to the Buyer/Owner or the Homeowner, as applicable. Any waiver by the City of its power to terminate any covenant, restriction, or condition herein contained, or the failure by the City to exercise any right or remedy with respect to any breach or breaches, shall not constitute a waiver or relinquishment for the future of any rights regarding subsequent sales, or of any such covenant or condition nor bar any right or remedy of the City in respect of any subsequent breach.

10. Notices. All notices to be delivered to the parties pursuant to the terms hereof shall be in writing and shall be delivered in person or by certified mail, return receipt requested, or by reputable overnight delivery service (such as Federal Express) to the addresses listed below.

If to the City:	City of Suisun City 701 Civic Center Blvd Suisun City, California 94585 Attn: City Manager
With a copy to:	The City of Suisun City 701 Civic Center Boulevard Suisun City, California 94585 Attn: Ricky Caperton, Development Services Director
and	Richards, Watson & Gershon 2300 N Street, Suite 3 Sacramento, California 95816 Attn: Patrick Enright, Esq.
If to a Buyer/Owner:	TC PROPERTY MANAGEMENT, LTD, a California Limited Partnership PO Box 38 Davis, CA 95617 Attn: Ted Caldwell

Any of the following address for City (but not Homeowner) may be changed by written notice given in accordance with this Section.

11. Entire Agreement. This instrument constitutes the entire agreement of the parties hereto, and the provisions hereof may be modified or amended only by a written instrument signed by the party to be charged.

12. Attorneys' Fees. In any action brought to declare the rights granted herein or to enforce or to interpret any of the terms of this Agreement, the prevailing party shall be entitled to an award of its attorneys' fees and costs.

13. Representations and Warranties. Buyer/Owner hereby represents and warrants that as of the date hereof, it is the sole owner of the Land and no deed of trust or other lien (other than the holder of liens for property taxes and assessments not yet due) encumbers the Land.

14. Liquidated Damages. Buyer/Owner and City agree that in the event of a breach of this Agreement, the damages to City would be extremely difficult, very impractical or impossible to determine; consequently, Buyer/Owner agree that City shall be entitled to the sum of $5,000.00 per month for each month during which a breach of this Agreement occurs for each unit involved in the breach as liquidated damages for each such violation (which shall be paid to City within ten (10) days after written demand from City) and that if the breach involves both the Homeowner and a subsequent Homeowner, as applicable, both parties committing the violation shall be jointly and severally liable therefor.

15. Mortgagee/Lender Protection. No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of Section 14 above, shall affect, defeat or render invalid the lien of any deed of trust on the Property made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any person or entity whose interest is derived through foreclosure or trustee's sale, or otherwise.

16. No Subordination. City shall not agree to subordinate this Agreement.

17. Execution of Agreement. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures appear on next page.]

BUYER/OWNER:

TC PROPERTY MANAGEMENT LTD

_____

_____

CITY:

CITY OF SUISUN CITY

By: _____
Print Name: _____
Title: _____
Attest:

_____
_____, City Clerk

State of California)
County of Solano)

On _____, before me, _____,
(insert name and title of the officer)
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(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity 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.

Signature_____ (Seal)

Exhibit A

LEGAL DESCRIPTION

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AGENDA ITEM NO. 13.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-___ Declaring Assessor's Parcel Numbers (APNs) 0032-042-720, 0032-042-740, 0032-042-790, 0032-200-320, 0032-282-040, 0032-282-050, 0032-292-010 and 0173-684-010 surplus lands under the Surplus Land Act (SLA) (Government Code sections 54220 et seq.).

FISCAL IMPACT: Direct costs for undergoing the sale of the Properties involve an appraisal(s) and traditional real estate broker services, which will be offset by any proceeds received from the sale of the Properties. The exact final costs for these services are not known given the complexity and unknown factors that can occur when negotiating under the SLA process.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: The City of Suisun City (City) wishes to pursue the potential sale of 8 properties consisting of approximately 12.44 acres as shown in **Table 1, Proposed Surplus Land**. As part of the disposition process, the City is required to comply with the Surplus Land Act (SLA). The first step to explore other uses and the potential sale of the Site is initiating the Surplus Land Act process by declaring the properties as "surplus properties".

As shown in **Attachment 2, SLA Property Locations**, the City of Suisun City (City) owns real property consisting of approximately 12.44 acres comprised of eight (8) parcels, located in the City of Suisun City (APNs 0032-042-720, 0032-042-740, 0032-042-790, 0032-200-320, 0032-282-040, 0032-282-050, 0032-292-010 and 0173-684-010).

On October 9, 2019, Governor Newsom signed Assembly Bill (AB) 1486. Assembly Bill 1486, which amended the Surplus Land Act ("SLA"), effective January 1, 2020, changed the existing, long-standing definition of "surplus land"; providing that land no longer necessary for a local agency's use shall be declared either "surplus land" or "exempt surplus land" before taking any action to sell or lease land. To that end, AB 1486 also added a new limitation providing that an "agency's use" "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development," or "property disposed of for the sole purpose of investment or generation or revenue." AB 1486 further prohibits a city from negotiating any disposition of property prior to compliance with the procedural requirements of the SLA.

TABLE 1
Proposed Surplus Land

Site Desciption	APN	Ownership	Acres	Designation	Zoning	Existing Use
North of Highway 12 and south of Main Street	0032-042-720	City of Suisun City	0.73	Downtown Mixed Use	Downtown Waterfront Specific Plan	Vacant/Undeveloped

North of Highway 12 and south of Main Street	0032-042-740	City of Suisun City	0.30	Downtown Mixed Use	Downtown Waterfront Specific Plan	Vacant/Undeveloped
North of Highway 12 and south of Main Street	0032-042-790	City of Suisun City	1.69	Downtown Mixed Use	Downtown Waterfront Specific Plan	Vacant/Undeveloped
East of Kellogg St, south of Walnut St	0032-200-320	City of Suisun City	3.10	Waterfront Commercial	Downtown Waterfront Specific Plan	Vacant/Undeveloped
East of Marina Blvd near Lotz Way	0032-282-040	City of Suisun City	1.10	Residential Medium Density	Downtown Waterfront Specific Plan	Vacant/Undeveloped
East of Marina Blvd near Lotz Way	0032-282-050	City of Suisun City	0.66	Residential Medium Density	Downtown Waterfront Specific Plan	Vacant/Undeveloped
East of Marina Blvd near Lotz Way	0032-292-010	City of Suisun City	4.33	Residential Medium Density	Downtown Waterfront Specific Plan	Vacant/Undeveloped
NWC Lawler Ranch Parkway and Potrero Circle	0173-684-010	City of Suisun City	0.53	Low Density Residential	Low Density Residential	Vacant/Undeveloped

Prior SLA Actions by Council and Housing Authority
On June 24, 2025, Council and Housing Authority declared a total of eight (8) properties (7 city-owned and 1 housing authority-owned) "exempt" surplus land which allowed for the City the ability to negotiate the disposition of those properties.

On October 21, 2025, Council and Housing Authority declared a total of five (5) properties (3 city-owned and 2 housing authority-owned) surplus land which allowed for the City the ability to negotiate the disposition of those properties. A Notice of Availability was issued for these properties on November 21, 2025, for a period of 60 days, which expires on January 20, 2026.

On November 18, 2025, Council declared a total of two (2) properties surplus land which would allow the City the ability to negotiate the disposition of those properties.

STAFF REPORT: As indicated above, the SLA, Government Code sections 54220 et seq., requires that public agencies first declare land "surplus land" or "exempt surplus land" before it can negotiate any disposition of the land, either for sale or for lease.

Summary of Surplus Land Act Process
Pursuant to the SLA, City staff must send a written notice of availability (NOA) of the surplus Property by electronic mail or by certified mail to all of the entities identified in Government Code section 54222, which include local public entities, housing sponsors that have notified the California Department of Housing and Community Development (HCD) of their interest in surplus land for the purpose of developing low- and moderate-income housing, regional park authority and the State Resources Agency for open-space purposes, and local school districts for the purpose of school facilities or use. If the Property is within an infill opportunity zone or covered by a transit village plan, the NOA must also be sent to the City, or housing authority operating within the City.

If one of the entities/agencies receiving the NOA desires to purchase or lease the Properties, it must notify the City of its interest to do so in writing within 60 days following issuance of the NOA. After this 60-day notice period, the City is required to negotiate, in good faith, price and terms for the disposition with any responding entity(ies)/agency(ies) for a period of 90 days. Finally, if no agreement is reached between the City and any interested entity(ies)/agency(ies) within those 90 days, the land may be disposed of without further regard to the Surplus Land Act subsequent to the receipt of a compliance letter from HCD.

Consistency with 2023-2031 Suisun City Housing Element
If approved, the action would be consistent with the following of the 2023-2031 Suisun City Housing Element programs:

- **Program 1.C.1** calls for the annual review and updating of the City's inventory of properties that are suitable for redevelopment/reuse.
- **Program 1.C.2** requires regulatory and financial incentives to increase the probability that residences will be constructed in commercial zones, either as single-use projects or in mixed-use developments, particularly within the Downtown/Waterfront Specific Plan Area.

Land Use Designation and Zoning
As noted in the table above, the Properties are designated Downtown Mixed Use, Waterfront Commercial, Residential Medium Density, and Low Density Residential. According to the Suisun City Waterfront District Specific Plan (November 2016) and General Plan:

- The Downtown Mixed-Use areas allow for a mix of retail, commercial service, civic, office, and other complementary non-residential uses, as well as high-density residential development.
- The Waterfront Commercial areas are expected to accommodate elements of both Main Street retail and related uses, as well as uses which are needed to serve the marina and boat owners or are required by their nature to be located adjacent to the Waterfront.
- The Residential Medium Density areas provide for a wide variety of residential development, including detached and attached single-family and multi-family dwellings, as well as intended to allow / encourage some commercial uses along the waterfront.
- The Low-Density Residential provides for single-family, attached or detached residences, secondary dwelling unit, public services and facilities, home occupations, and other compatible uses.

If any interested parties seek to develop housing, appropriate entitlements would be required.

Environmental Review
This action is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines §151312 (Class 12: Surplus Government Property Sales) which consists of sales of surplus government property.

STAFF RECOMMENDATION: Staff determined that there is no further governmental use for the Properties and disposing of it would allow for additional economic development and the potential for mixed-use and housing, subject to approval of necessary entitlements. Therefore, Staff is recommending that the City Council declare the Properties as "surplus land" allowing for the City to move forward with the SLA process, and subsequent disposition of the properties. During any future sale, the City may retain some portions of the Property(ies) for purposes to accommodate any easements and infrastructure. Those details would be contemplated and assessed during discussions with any potentially interested parties.

The requested action to declare the Property as surplus land is a necessary first step to a potential sale and is required to comply with the Surplus Land Act. However, it does not obligate the City to sell the land if agreement cannot be reached on terms or price for the sale or any interested entities do not respond to the NOA.

PREPARED BY:	Ricky Caperton, Development Services Director
REVIEWED BY:	Ricky Caperton, AICP, Development Services Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. SLA 12.44 Acres ATCH 1 CC RESO No. 2025-XX.pdf
2. SLA 12.44 Acres ATCH 2 SLA Property Locations.pdf

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ATTACHMENT 1

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, DECLARING CERTAIN PROPERTY LOCATED IN THE CITY OF SUISUN CITY, ASSESSOR PARCEL NUMBER (APN'S) 0032-042-720, 0032-042-740, 0032-042-790, 0032-200-320, 0032-282-040, 0032-282-050, 0032-292-010, AND 0173-684-010 (PROPERTIES) SURPLUS LAND PURSUANT TO THE SURPLUS LAND ACT (GOVERNMENT CODE SECTIONS 54220 ET SEQ.)

WHEREAS, the City of Suisun City ("City") owns certain real property consisting of approximately 12.44 acres, located in the City of Suisun City (APNs: 0032-042-720, 0032-042-740, 0032-042-790, 0032-200-320, 0032-282-040, 0032-282-050, 0032-292-010 and 0173-684-010) ("Properties");

WHEREAS, the Surplus Land Act, Government Code sections 54220 et seq., applies when a local agency disposes of "surplus land," as that term is defined in Government Code section 54221;

WHEREAS, on October 9, 2019, Governor Newsom signed Assembly Bill ("AB") 1486. AB 1486 significantly amended the Surplus Land Act effective January 1, 2020. These amendments included, among others, changing the previous, long-standing definitions of "surplus land" and "exempt surplus land"; providing that property shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to dispose of it; and adding a new limitation providing that an "agency's use" "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or "property disposed of for the sole purpose of investment or generation or revenue";

WHEREAS, the Properties would fall within the definition of "surplus land" pursuant to Government Code section 54221, as amended by AB 1486;

WHEREAS, in order to pursue new uses for the Properties, including the possible disposition through a sale or lease of the properties, the City must now comply with the Surplus Land Act as amended by AB 1486 ("SLA");

WHEREAS, pursuant to the SLA, City staff will send a written notice of availability ("NOA") of the Property by electronic mail or by certified mail to all of the entities identified in Government Code section 54222;

WHEREAS, subject to Government Code section 54227, if one of the entities/agencies desires to purchase or lease the Properties after having received notice, it must indicate its interest to do so in writing within 60 days of the date of the City's notice, and the City and the entity/agency so responding to the notice may negotiate price and terms for the disposition of the Properties;

WHEREAS, pursuant to Government Code 54223, in the event no agreement is reached between the city and any interested entity/agency after a good faith negotiation period of 90 days, the Property may be disposed of without further regard to the SLA; and

WHEREAS, this action is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines §151312 (Class 12: Surplus Government Property Sales) which consists of sales of surplus government property.

ATTACHMENT 1

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

1. The foregoing recitals are hereby incorporated and adopted as the findings of the City Council; and

2. For purposes of compliance with the Surplus Land Act, as amended, (APNs: 0032-042-720, 0032-042-740, 0032-042-790, 0032-200-320, 0032-282-040, 0032-282-050, 0032-292-010 and 0173-684-010) in the City of Suisun City, are hereby declared surplus land.

3. The City Manager, or their designee, is directed to proceed with the notification and negotiation requirements of the Surplus Land Act, as amended, to facilitate the possible disposition and reuse of the property.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, this 16th day of December 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of December 2025.

_____

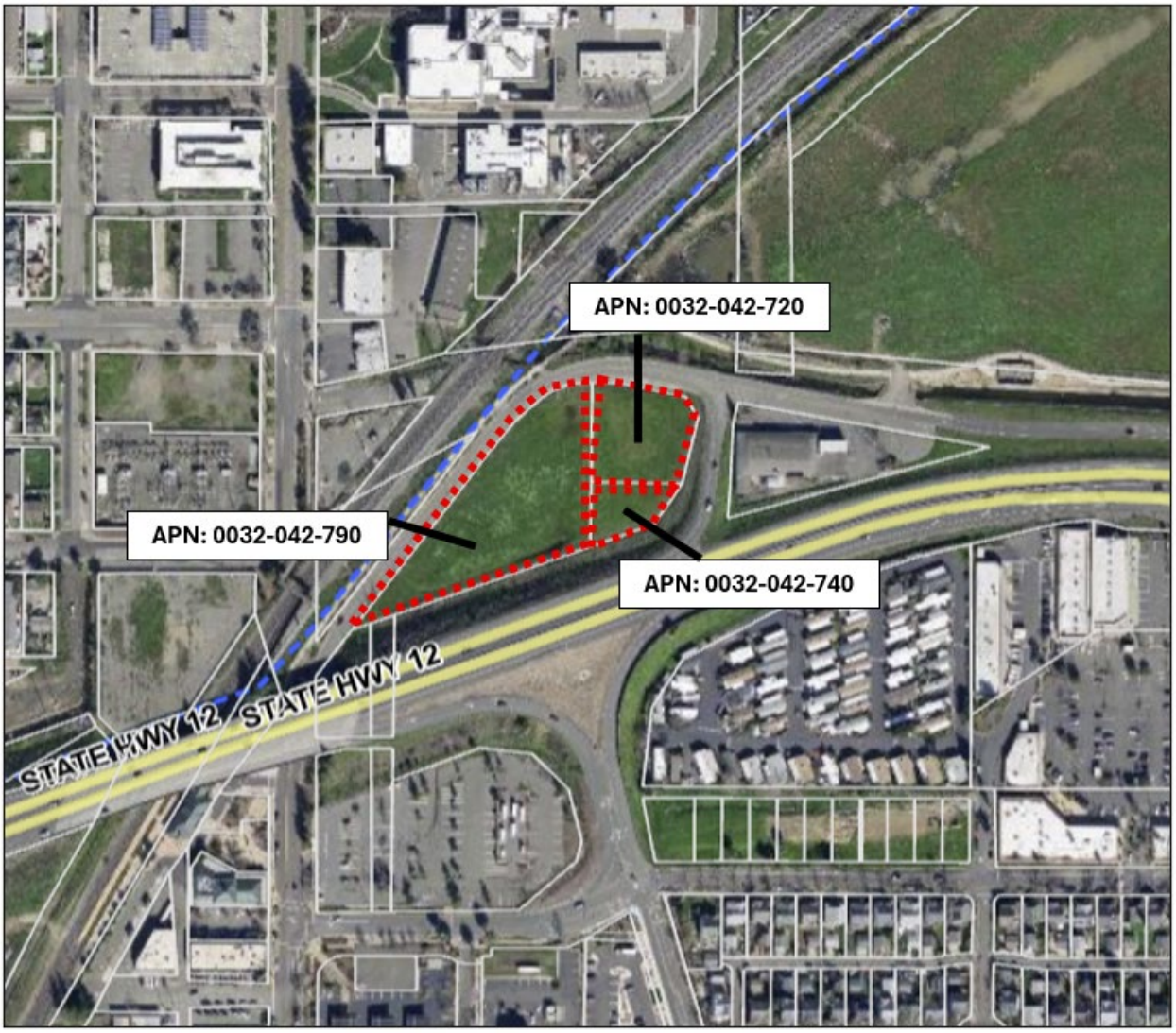
Anita Skinner, CMC
City Clerk

ATTACHMENT 2
SLA Property Locations

Site Description	APN	Ownership	Acres	Designation	Zoning	Existing Use
North of Highway 12 and south of Main Street	0032-042-720	City of Suisun City	0.73	Downtown Mixed Use	Downtown Waterfront Specific Plan	Vacant / Undeveloped
	0032-042-740	City of Suisun City	0.30	Downtown Mixed Use	Downtown Waterfront Specific Plan	Vacant / Undeveloped
	0030-042-790	City of Suisun City	1.69	Downtown Mixed Use	Downtown Waterfront Specific Plan	Vacant / Undeveloped
East of Kellogg St, south of Walnut St	0032-200-320	City of Suisun City	3.10	Waterfront Commercial	Downtown Waterfront Specific Plan	Vacant / Undeveloped
East of Marina Blvd near Lotz Way	0032-282-040	City of Suisun City	1.10	Residential Medium Density	Downtown Waterfront Specific Plan	Vacant / Undeveloped
	0032-282-050	City of Suisun City	0.66	Residential Medium Density	Downtown Waterfront Specific Plan	Vacant / Undeveloped
	0032-292-010	City of Suisun City	4.33	Residential Medium Density	Downtown Waterfront Specific Plan	Vacant / Undeveloped
NWC Lawler Ranch Parkway and Potrero Circle	0173-684-010	City of Suisun City	0.53	Low Density Residential	Low Density Residential	Vacant / Undeveloped

ATTACHMENT 2

North of Highway 12 / South of Main Street



ATTACHMENT 2

East of Kellogg Street / South of Walnut Street

ATTACHMENT 2

East of Marina Boulevard near Lotz Way

ATTACHMENT 2

Northwest Corner of Lawler Ranch Parkway and Portrero Circle

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AGENDA ITEM NO. 14.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-____: Reaffirming the Necessity of the Development Impact Fees and Accepting the Annual Report on Development Impact Fees.

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

STRATEGIC PLAN: Provide good governance.

BACKGROUND: AB 1600 (codified as California Government Code Section 66000 et seq.) requires that local agencies prepare annual reports on all development impact fees collected to finance "public facilities" if those fees were established, increased, or imposed on or after January 1, 1989. It does not include fees charged for processing development applications, development agreements, or reimbursement agreements. The report is due 180 days after the close of each fiscal year and requires that a report concerning each fee fund be made available to the public.

STAFF REPORT:

To be in full compliance with State Law, the City must:

- Spend or commit development impact fees within five years of collecting them; or
- Adopt a resolution that makes a finding that a reasonable relationship remains between the current need for the fees and the purpose for which they were originally proposed.

The City currently collects five different categories of impact fees which are described in the attached report. Below is the finding for the one impact fee that require accumulation beyond five years to complete projects:

- Off-Site Street Improvement Program (OSSIP) Fee - A portion of the fees collected has not yet been spent within five-year of collection. These revenues have been set aside to design and construct the planned improvements which have not yet been accomplished. This is to ensure that the projects can benefit from the economies of scale of a few larger projects, rather than a piecemeal approach consisting of numerous smaller projects. It will also ensure that there will be fewer disruptions of the select street system during construction.

- Municipal Facilities & Equipment Fee – A portion of the fees has not been spent within five-year of collection. These revenues have been intentionally set aside to accumulate sufficient funding for future vehicles and equipment purchases.

In 2015, the City Council appropriated funds to update the Development Impact Fee Study. Through a competitive process, the consulting firm TischlerBise was selected to perform this work. The study was completed in January 2017 and was accepted by the City Council through Resolution No. 2017-01

passed and adopted on January 3, 2017. The study has resulted in the need to diversify the fees beyond those that were adopted in 1993. The current three fees are proposed to be divided into five fees to better determine the associated costs of each category of services and to collect the associated revenue more accurately. The City currently impose the following fees:

- Fire Facilities & Equipment Fee.
- Municipal Facilities & Equipment Fee.
- Off-Site Street Improvements Program Fee.
- Park Improvement Program Fee.
- Police Facilities & Equipment Fee.

A copy of this report of required information will be available at the Finance Department by December 31, 2025, thereby satisfying the law's requirement that the report be available to the public by that date. In addition, public contact will be made through posting of the City Council Agenda on the City's official website.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2025-____: Reaffirming the Necessity of the Development Impact Fees and Accepting the Annual Report on Development Impact Fees.

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

ATTACHMENTS:

1. Council Adoption of Resolution No. 2025-____: Reaffirming the Necessity of the Development Impact Fees and Accepting the Annual Report on Development Impact Fees
2. 2025 AB1600 Annual Report Exh A.pdf

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ATTACHMENT 1

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY REAFFIRMING THE NECESSITY OF THE DEVELOLOPMENT IMPACT FEES AND ACCEPTING THE ANNUAL REPORT ON DEVELOPMENT IMPACT FEES

WHEREAS, the City of Suisun City imposes fees to mitigate the impact of development pursuant to Government Code section 66000 *et seq*.; and

WHEREAS, said fees collected are deposited into a special revenue and separate capital accounts for each type of improvement funded by development fees; and

WHEREAS, the City maintains separate funds for off-site street improvement program fees, park development program fees, police facility, fire facility and municipal vehicle and equipment fees; and

WHEREAS, the City is required within 180 days after the last day of each fiscal year to make available to the public information for the fiscal year regarding these fees pursuant to Government Code section 66006; and

WHEREAS, the documents reflecting the balance in each development impact fee fund or account, accrued interest in said fund or account and the amount of expenditure by public facility for the fiscal year have been made available for public review as required by Code Section 66006, a copy of which is attached hereto as Exhibit A.

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

Section 1. That the recitations above are true and correct.

Section 2. That the following findings are made pursuant to California Government Code Section 66001:

A. The Off-Site Street Improvement Program fee has been accumulated beyond five years to achieve economies of scale for projects in the adopted Capital Improvement Program. The fees collected are being accumulated to build large projects rather than being used in a piecemeal fashion.

B. The Municipal Facilities & Equipment fees collected has not yet been spent within five-year period of collection. These revenues have been intentionally set aside to accumulate sufficient funding for future vehicles and equipment purchases.

BE IT FURTHER RESOLVED that the Annual Report on Development Impact Fees attached hereto as Exhibit A and incorporated by this reference is hereby accepted by the City Council.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 16th of December 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 16th day of December 2025.

_____
Anita Skinner
City Clerk

Exhibit A

Annual Report on Development Impact Fees, Per Government Code 66000

AB 1600 Statement

Analysis of Changes in Fund Balance

	OSSIP Fund (120)	Parks Dev. Fund (300)	Fire Facility Fund (310)	Police Facility Fund (312)	Municipal Veh/Equip Fund (314)
Beginning Fund Balance, 07/01/2024	4,668,399	3,182,126	17,020	328,298	61,219
REVENUE					
Developer Fees	51,429	111,852	27,113	15,472	2,620
Transfer In from General Fund	-	-	-	131,109	20,767
Investment Income/Market Value Adj.subject to final valuation	122,645	85,000	272	6,766	1,240
Miscellaneous/Return of Unused Funds		-	-	-	-
Total Revenues	174,074	196,852	27,385	153,347	24,627
EXPENDITURES					
Police Public Safety Communications				131,109	
Police Assessment Study					
Professional Study-Railroad Ave Realign					
Prospertiy Park Rehabilitation		267,291			
Heritage Park		75,097			
Park Development -Mobile Stage-Trailer		35,584			
Park Development (Prop 68; Fund 174)					
Questica-software and training					
Cleargov-budget software					20,767
Parks & Facilities Master Plan					
Traffic Improvement Cycle 10 Project	35,303				
Railroad Widening -Future Project- study	102,438				
RRFB -Merganser Drive and Pintail Drive					
RRFB Cycle 10 Project					
Fire Equipment			50,417		
Fire Strategic Plan Study			20,700		
Lease-Mororola Radios			-		
Unrealized Loss on Pooled Investment (year-end adj)					
Cost Allocation	14,694	4,543	2,146	9,549	1,392
Total Expenditures	152,436	382,516	73,263	140,658	22,159
Excess Revenue Over/(Under) Expenditures	21,638	(185,664)	(45,878)	12,689	2,468
Ending Fund Balance, 06/30/2025 (unaudited)	**$ 4,690,037**	**$ 2,996,462**	**$ (28,858)**	**$ 340,988**	**$ 63,687**

Five Year Revenue Test Using First In First Out Method					
Fees collected in FY2021	15,269	17,867	44,475	20,850	2,289
Fees collected in FY2022	536,442	1,522,688	179,347	161,991	19,060
Fees collected in FY2023	124,124	92,176	50,201	59,095	4,613
Fees collected in FY2024	566,500	1,648,203	183,388	157,115	19,205
Fees collected in FY2025	51,429	111,852	27,113	15,472	2,620
Total Revenue for Last Five Years	1,293,764	3,392,786	484,524	414,523	47,787

Result: A resolution has been adopted to make a finding that there remains a reasonable relationship between the current need for the **Off-Site Street Improvement and Municipal Vehicle/Equipment Fund** fees and the purpose for which they were originally proposed to continue fee collection.

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AGENDA ITEM NO. 15.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-___: Aligning Leave Cash Out Provisions for Temporary Full-Time Limited-Term Employees with IRS Constructive Receipt Requirements.

FISCAL IMPACT: Leave cash-outs are already included in departmental budgets. The action brings these employees into alignment with existing practice and does not create new benefit liabilities.

STRATEGIC PLAN: Good Governance

BACKGROUND: Temporary full-time limited-term employees receive benefits and working conditions aligned with the Memorandum of Understanding (MOU) that governs their respective classification, even though these employees are not members of the bargaining unit. Historically, all represented and unrepresented employees, including temporary full-time limited-term positions, were allowed to request leave cash-outs in December, which the City processed and issued in January.

The City recently completed labor negotiations with SCMPEA, SCPOA, and SCPFA and adopted a resolution covering unrepresented and executive management employees. These agreements now bring all cash-out provisions into compliance with IRS constructive receipt rules. IRS rules require that:

- Employees must elect the amount of leave they wish to cash out in the calendar year prior to the tax year in which the leave is accrued, and
- Payment may not occur until after the leave has been accrued in the tax year for which the election was made.

Because of these requirements, employees may no longer submit an election in December for payment the following January. Instead, elections made each December take effect the following December, after accrual has occurred.

To help employees adjust to this change, the new agreements allow a one-time transition period in December 2025. Represented SCMPEA, SCPOA, SCPFA, and unrepresented and executive management employees may:

1. Elect a cash-out to be paid in January 2026, and
2. Elect a second cash-out to be paid in December 2026.

Beginning December 2026, all eligible employees will make a single irrevocable election each December for payment in December of the next tax year.

STAFF REPORT: Issue

Negotiations with SCEA/SEIU are still underway. As a result, temporary full-time limited-term employees who follow SCEA benefit provisions are not yet included in the realignment and cannot take advantage of the new IRS-compliant cash-out structure.

To ensure consistency across the organization and maintain compliance with IRS regulations, the City

must adopt a resolution specifically covering temporary full-time limited-term employees until SCEA/SEIU negotiations are complete.

Proposed Action

The proposed resolution aligns temporary full-time limited-term employees' cash-out provisions with IRS constructive receipt rules and establishes the following:

1. Annual Irrevocable Election:
   Each December, temporary full-time limited-term employees who accrue leave will have the opportunity to make a single irrevocable election to cash out leave that will be accrued—and then paid—in December of the following tax year.
2. Transition Year Flexibility (December 2025 Only):
   Employees may make:
   - One cash-out election to be paid in January 2026, and
   - A second election to be paid in December 2026,

   consistent with the transition provided to all other groups.
3. Ongoing CTO Cash-Outs:
   - Employees may request CTO cash-outs at any point during the year with 30 days' notice.
   - Any remaining CTO balance each December will automatically be cashed out.

Conclusion

Adopting the resolution ensures consistency across employment groups, maintains compliance with IRS constructive receipt laws, and provides temporary full-time limited-term employees the same opportunities afforded to all other City groups. Therefore staff recommends adoption of the resolution.

STAFF RECOMMENDATION: It is Recommended that City Council Adopt Resolution 2025-___: Aligning Leave Cash Out Provisions for Temporary Full-Time Limited-Term Employees with IRS Constructive Receipt Requirements.

DOCUMENTS ATTACHED:

1. Aligning Leave Cash Out Provisions for Temporary Full-Time Limited-Term Employees with IRS Constructive Receipt Requirements

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PREPARED BY: Christina Penland, Human Resources Administrator
REVIEWED BY: Lakhwinder Deol, Finance Director
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution Cash Out Temp

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ALIGNING LEAVE CASH-OUT PROVISIONS FOR TEMPORARY FULL-TIME LIMITED-TERM EMPLOYEES WITH IRS CONSTRUCTIVE RECEIPT REQUIREMENTS

WHEREAS, temporary full-time limited-term employees receive benefits and working conditions aligned with the Memorandum of Understanding (MOU) that governs their respective classification, even though these employees are not members of the bargaining unit; and

WHEREAS, the City has completed negotiations with SCMPEA, SCPOA, and SCPFA and has adopted a resolution for unrepresented and executive management employees aligning cash-out provisions with IRS constructive receipt tax laws; and

WHEREAS, IRS constructive receipt rules require that employees elect the amount of leave they wish to cash out in the calendar year prior to the tax year in which the leave will be accrued, and that cash-outs occur only after accrual in the tax year for which the election was made; and

WHEREAS, prior City practice allowed employees to request cash-outs in December for payment the following January, which is not permissible under IRS regulations; and

WHEREAS, the City has provided a December 2025 transition period for all represented and unrepresented employees allowing (1) an election for payment in January 2026 and (2) an election for payment in December 2026; and

WHEREAS, negotiations with SCEA/SEIU are ongoing, and temporary full-time limited-term employees in classifications aligned with the SCEA/SEIU bargaining unit therefore require separate Council action to receive the same IRS-compliant cash-out options; and

WHEREAS, these employees are also eligible to earn compensatory time off (CTO) and will have the opportunity to request CTO cash-outs during the year.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SUISUN CITY HEREBY ESTABLISHES THE FOLLOWING LEAVE CASH-OUT PROVISIONS FOR TEMPORARY FULL-TIME LIMITED-TERM EMPLOYEES:

1. Annual Irrevocable Election:

   Beginning December 2026 and each December thereafter, temporary full-time limited-term employees may make a single irrevocable cash-out election of eligible leave consistent with the amounts authorized for represented employees for leave that will be accrued in the following tax year, with payment issued in December of that tax year, in accordance with IRS constructive receipt requirements.

2. Transition Year Elections (December 2025 Only):

3. Temporary full-time limited-term employees may make two separate elections:

   a. An election for payment in January 2026, and

   b. An election for payment in December 2026.

4. CTO Cash-Outs:

   Temporary full-time limited-term employees who earn CTO may request CTO cash-outs at any time during the year with 30 days' notice. Any remaining CTO balance each December will be cashed out automatically.

5. Administrative Authority:

   The City Manager, or designee, is authorized to implement administrative procedures necessary to carry out this resolution.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 16th day of December 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of December 2025.

_____
Anita Skinner
City Clerk

AGENDA ITEM NO. 16.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025-___: Implementing a 2.5% Cost-of-Living Adjustment for SCMPEA, SCPOA, SCPFA, Unrepresented and Executive Management Employees, and Temporary Full-Time Limited Term Employees Effective January 2, 2026.

FISCAL IMPACT: The financial impact of this action was previously approved when the City Council adopted the MOUs for SCMPEA, SCPOA, and SCPFA, as well as the resolution establishing compensation for Unrepresented and Executive Management employees. No additional fiscal impact is created by implementing this COLA, and budget amendment will be made during mid-year budget review.

STRATEGIC PLAN: Good governance

BACKGROUND: The City has completed negotiations with SCMPEA, SCPOA, and SCPFA. Each approved MOU includes a 2.5% COLA effective January 2, 2026.

The City Council also approved a 2.5% COLA for the Unrepresented and Executive Management group as part of the resolution establishing their compensation and benefits. As required by Government Code section 54953(c)(3), the recommended compensation for the Executive Management group was orally reported before the Council took final action at its meeting on September 16, 2025.

Temporary Full-Time Limited Term employees are unrepresented but serve in existing City classifications. To maintain consistency across classifications and ensure equitable treatment, the City Council intends to extend the same 2.5% COLA to all employees in Temporary Full-Time Limited Term positions, regardless of the bargaining unit associated with the classification they occupy.

Negotiations with SCEA/SEIU have not yet concluded, so regular employees in positions represented by that unit are not included in this item.

STAFF REPORT: Adoption of this resolution puts into effect the negotiated and Council-approved 2.5% COLA for the eligible employee groups. It also extends the COLA to all employees in Temporary Full-Time Limited Term positions regardless of the bargaining unit associated with the classification they occupy.

This action ensures internal alignment among classifications and supports consistent application of compensation adjustments throughout the organization. This item does not modify any other terms or conditions of employment.

STAFF RECOMMENDATION: Approve Resolution 2025-__ Implementing a 2.5% Cost-of-Living Adjustment for SCMPEA, SCPOA, SCPFA, Unrepresented and Executive Management Employees, and Temporary Full-Time Limited Term Employees Effective January 2, 2026.

PREPARED BY:	Christina Penland, Human Resources Administrator
REVIEWED BY:	Lakhwinder Deol, Finance Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution
1a. Citywide Salary Schedule
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RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY IMPLEMENTING A 2.5% COST-OF-LIVING ADJUSTMENT FOR SCMPEA, SCPOA, SCPFA, UNREPRESENTED AND EXECUTIVE MANAGEMENT EMPLOYEES, AND TEMPORARY FULL-TIME LIMITED TERM EMPLOYEES EFFECTIVE JANUARY 2, 2026

WHEREAS, all employers must comply with the compensation earnable and publicly available pay schedule provisions contained within California Government Code (CG) section 20636(d) and California Code of Regulations (CCR) section 570.5; and

WHEREAS, it is necessary for the City Council to review, approve, and adopt a publicly available pay schedule in accordance with the requirements of applicable public meeting laws; and

WHEREAS, attached to this resolution and incorporated by reference is the City's comprehensive salary schedule, which will be made publicly available on the City's external website and provided upon request; and

WHEREAS, the City has completed negotiations with the Suisun City Management and Professional Employees Association (SCMPEA), Suisun City Police Officers' Association (SCPOA), and Suisun City Professional Firefighters Association (SCPFA); and

WHEREAS, each approved MOU provides a 2.5% cost-of-living adjustment (COLA) effective January 2, 2026; and

WHEREAS, the City Council previously approved the 2.5% COLA for the Unrepresented Executive Management group as part of the resolution establishing their compensation and benefits, and the required oral report under Government Code section 54953(c)(3) was provided before final action at the City Council meeting on September 16, 2025; and

WHEREAS, Temporary Full-Time Limited Term employees are unrepresented, and the City Council intends to provide them with the same COLA benefit as the classification in which they are employed, consistent with the compensation adjustments approved for unrepresented employees; and

WHEREAS, regular employees in positions represented by SCEA/SEIU are not included in this action because negotiations with that bargaining unit are still underway; and

WHEREAS, the salary adjustments implemented by this resolution will be incorporated into the City's publicly available pay schedule that conforms to the requirements of CalPERS laws and regulations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City approves and implements a 2.5% cost-of-living adjustment, effective January 2, 2026, for employees represented by SCMPEA, SCPOA, and SCPFA; for Unrepresented and Executive Management employees; and for employees in Temporary Full-Time Limited Term positions employed as of December 16, 2025 and continuing through the effective date of the COLA and forward, who will receive the same COLA benefit regardless of the bargaining unit associated with the classification they occupy and that the City Manager, or designee, is authorized to take all administrative steps necessary to implement this resolution, including updating and publishing the City's publicly available pay schedule to ensure compliance with CalPERS laws and regulations.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 16th day of December 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of December 2025.

_____
Anita Skinner
City Clerk

Attachment:

1. Citywide Salary Schedule

City of Suisun City
Salary Schedule
Resolution Date: 12/16/2025

			Hourly					Monthly Average					
Job Code	Job Class	Range	A	B	C	D	E	Starting	Ending	Effective Date	B.U.	B.G.	FLSA OT
1610	Account Clerk I (F)	268	$24.34	$25.56	$26.83	$28.17	$29.58	$4,219	$5,128	06/06/25	SCEA	SCEA	
1612	Account Clerk II (F)	291	$26.77	$28.11	$29.52	$30.99	$32.54	$4,641	$5,641	06/06/25	SCEA	SCEA	
1614	Account Clerk III	313	$29.45	$30.92	$32.47	$34.09	$35.80	$5,105	$6,205	06/06/25	SCEA	SCEA	
1822	Accountant	362	$37.48	$39.36	$41.33	$43.39	$45.56	$6,497	$7,897	01/02/26	SCMPEA	SCMPEA	Exempt
1620	Accounting Technician	332	$32.13	$33.73	$35.42	$37.19	$39.05	$5,569	$6,769	06/06/25	SCEA	SCEA	
1620	Accounting Technician	832	$32.93	$34.58	$36.31	$38.12	$40.03	$5,708	$6,938	01/02/26	Temp	SCEA	
1120	Administrative Assistant I (F)	285	$25.97	$27.26	$28.63	$30.06	$31.56	$4,501	$5,471	06/06/25	SCEA	SCEA	
1122	Administrative Assistant II (F)	307	$28.56	$29.99	$31.49	$33.06	$34.72	$4,951	$6,018	06/06/25	SCEA	SCEA	
1122	Administrative Assistant II (F)	807	$29.28	$30.74	$32.28	$33.89	$35.59	$5,074	$6,168	01/02/26	Temp	SCEA	
1130	Administrative Technician	327	$31.42	$32.99	$34.64	$36.37	$38.19	$5,446	$6,619	06/06/25	SCEA	SCEA	
1130	Administrative Technician	827	$32.20	$33.81	$35.50	$37.28	$39.14	$5,582	$6,785	01/02/26	Temp	SCEA	
3220	Assistant Engineer (F)	389	$42.82	$44.97	$47.21	$49.57	$52.05	$7,423	$9,023	01/02/26	SCMPEA	SCMPEA	Exempt
4220	Assistant Planner (F)	361	$37.33	$39.20	$41.16	$43.22	$45.38	$6,471	$7,865	01/02/26	SCMPEA	SCMPEA	Exempt
3222	Associate Engineer (F)	409	$47.11	$49.46	$51.93	$54.53	$57.26	$8,165	$9,925	01/02/26	SCMPEA	SCMPEA	Exempt
4222	Associate Planner (F)	380	$41.07	$43.12	$45.27	$47.54	$49.91	$7,118	$8,652	01/02/26	SCMPEA	SCMPEA	Exempt
7390	Background Investigator	391	-	-	-	-	$49.92	-	-	12/24/21	Temp/PT	Temp/PT	
8130	Battalion Chief (2912 annual hours)	375	$39.90	$41.89	$43.99	$46.19	$48.49	$9,682	$11,768	01/02/26	Unrep	SCPFA	
4350	Building Inspection Services Manager	421	$50.96	$53.51	$56.19	$59.00	$61.95	$8,834	$10,737	01/02/26	SCMPEA	SCMPEA	Exempt
4320	Building Inspector I (F)	320	$30.37	$31.88	$33.48	$35.15	$36.91	$5,264	$6,398	06/06/25	SCEA	SCEA	
4322	Building Inspector II (F)	341	$33.40	$35.07	$36.83	$38.67	$40.60	$5,790	$7,038	06/06/25	SCEA	SCEA	
3430	Building Maintenance Worker I (F)	272	$24.81	$26.05	$27.36	$28.72	$30.16	$4,301	$5,228	06/06/25	SCEA	SCEA	
3432	Building Maintenance Worker II (F)	296	$27.29	$28.66	$30.09	$31.60	$33.18	$4,731	$5,751	06/06/25	SCEA	SCEA	
4380	Chief Building Official	469	$64.43	$67.65	$71.04	$74.59	$78.32	$11,168	$13,575	01/02/26	Unrep	SCMPEA	Exempt
3250	City Engineer	480	$69.10	$72.55	$76.18	$79.99	$83.99	$11,977	$14,558	01/02/26	Unrep	SCMPEA	Exempt
9130	City Manager	595	$132.54	-	-	-	$141.43	$22,974	$24,515	01/02/26	EM Plan	EM	Exempt
4420	Code Enforcement Officer I (F)	310	$28.98	$30.43	$31.95	$33.55	$35.23	$5,024	$6,106	06/06/25	SCEA	SCEA	
4422	Code Enforcement Officer II (F)	330	$31.88	$33.48	$35.15	$36.91	$38.75	$5,526	$6,717	06/06/25	SCEA	SCEA	
7320	Community Services Officer I (F)	284	$25.84	$27.13	$28.49	$29.91	$31.41	$4,479	$5,444	06/06/25	SCEA	SCEA	
7322	Community Services Officer II (F)	305	$28.42	$29.85	$31.34	$32.90	$34.55	$4,927	$5,989	06/06/25	SCEA	SCEA	
1910	Computer Systems Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
1922	Computer Technician	358	$35.96	$37.76	$39.65	$41.63	$43.71	$6,234	$7,577	06/06/25	SCEA	SCEA	
1750	Deputy City Clerk (C)	376	$40.20	$42.21	$44.32	$46.53	$48.86	$6,967	$8,469	01/02/26	Confidential	SCMPEA	Exempt
9126	Deputy City Manager	543	$91.42	$95.99	$100.79	$105.83	$111.12	$15,846	$19,261	01/02/26	EM Plan	EM	Exempt
8250	Deputy Fire Chief	471	$65.57	$68.85	$72.29	$75.91	$79.70	$11,366	$13,815	01/02/26	SCMPEA	SCMPEA	Exempt
9116	Development Services Director	505	$79.06	$83.01	$87.16	$91.52	$96.10	$13,704	$16,657	01/02/26	EM Plan	EM	Exempt
4190	Economic Development Consultant	441	-	-	-	-	$65.00	-	-	12/24/21	Temp/PT	Temp/PT	
9114	Finance Director	505	$79.06	$83.01	$87.16	$91.52	$96.10	$13,704	$16,657	01/02/26	EM Plan	EM	Exempt
1850	Finance Manager	448	$57.05	$59.90	$62.89	$66.04	$69.34	$9,888	$12,019	01/02/26	SCMPEA	SCMPEA	Exempt
1810	Financial Services Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
8124	Fire Captain (2,912 annual hours)	350	$36.27	$38.08	$39.99	$41.99	$44.09	$8,801	$10,698	01/02/26	SCPFA	SCPFA	
9120	Fire Chief	514	$87.95	$92.35	$96.97	$101.81	$106.91	$15,245	$18,530	01/02/26	EM Plan	EM	Exempt
8122	Fire Engineer (2912 annual hours)	333	$32.97	$34.62	$36.35	$38.17	$40.08	$8,001	$9,726	01/02/26	SCPFA	SCPFA	

(C) Denotes Confidential Class
(F) Denotes a Flexibly Staffed Classification
** City Manager's Salary is set by Contract

B.U. Bargaining Unit
B.G. Benefits Group

			Hourly					Monthly Average					
Job Code	Job Class	Range	A	B	C	D	E	Starting	Ending	Effective Date	B.U.	B.G.	FLSA OT
8350	Fire Marshal	454	$59.59	$62.57	$65.69	$68.98	$72.43	$10,328	$12,554	01/02/26	SCMPEA	SCMPEA	Exempt
8120	Firefighter (2912 annual hours)	292	$27.48	$28.85	$30.29	$31.81	$33.40	$6,668	$8,105	01/02/26	SCPFA	SCPFA	
3440	Fleet Mechanic	288	$26.41	$27.73	$29.11	$30.57	$32.10	$4,577	$5,564	06/06/25	SCEA	SCEA	
5150	Housing Programs Manager	420	$50.76	$53.30	$55.96	$58.76	$61.70	$8,798	$10,694	01/02/26	SCMPEA	SCMPEA	Exempt
5120	Housing Specialist I (F)	306	$28.47	$29.90	$31.39	$32.96	$34.61	$4,935	$5,999	06/06/25	SCEA	SCEA	
5122	Housing Specialist II (F)	326	$31.32	$32.89	$34.53	$36.26	$38.07	$5,429	$6,599	06/06/25	SCEA	SCEA	
9110	Human Resources Administrator	505	$79.06	$83.01	$87.16	$91.52	$96.10	$13,704	$16,657	01/02/26	EM Plan	EM	Exempt
1210	Human Resources Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	$3,471	$4,219	07/21/23	Temp/PT	Temp/PT	
1230	Human Resources Technician I (F/C)	311	$29.21	$30.67	$32.20	$33.81	$35.50	$5,062	$6,153	01/02/26	Confidential	SCEA	
1230	Human Resources Technician I (F/C)	811	$29.94	$31.43	$33.00	$34.65	$36.39	$5,189	$6,307	01/02/26	Temp/Confidential	SCEA	
1232	Human Resources Technician II (F/C)	332	$32.13	$33.73	$35.42	$37.19	$39.05	$5,569	$6,769	01/02/26	Confidential	SCEA	
9113	IT Director	505	$79.06	$83.01	$87.16	$91.52	$96.10	$13,704	$16,657	01/02/26	EM Plan	EM	Exempt
1950	IT Services Manager	460	$61.34	$64.41	$67.63	$71.01	$74.56	$10,633	$12,924	01/02/26	SCMPEA	SCMPEA	Exempt
3420	Maintenance Worker I (F)	300	$27.84	$29.24	$30.70	$32.23	$33.84	$4,826	$5,866	06/06/25	SCEA	SCEA	
3422	Maintenance Worker II (F)	322	$30.63	$32.16	$33.77	$35.46	$37.23	$5,309	$6,453	06/06/25	SCEA	SCEA	
1710	Management Analyst I (F)	361	$37.33	$39.20	$41.16	$43.22	$45.38	$6,471	$7,865	01/02/26	SCMPEA	SCMPEA	Exempt
1712	Management Analyst II (F)	380	$41.07	$43.12	$45.27	$47.54	$49.91	$7,118	$8,652	01/02/26	SCMPEA	SCMPEA	Exempt
1340	Marketing Manager	390	$43.11	$45.26	$47.53	$49.90	$52.40	$7,472	$9,082	01/02/26	SCMPEA	SCMPEA	Exempt
1110	Office Assistant	263	$23.80	$24.99	$26.24	$27.55	$28.93	$4,126	$5,015	06/06/25	SCEA	SCEA	
4120	Permit Technician I (F)	303	$28.17	$29.58	$31.06	$32.61	$34.24	$4,883	$5,935	06/06/25	SCEA	SCEA	
4122	Permit Technician II (F)	324	$30.99	$32.54	$34.16	$35.87	$37.67	$5,371	$6,529	06/06/25	SCEA	SCEA	
4210	Planning Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
9122	Police Chief	547	$95.74	$100.53	$105.55	$110.83	$116.37	$16,595	$20,171	01/02/26	EM Plan	EM	Exempt
7150	Police Commander	498	$75.73	$79.51	$83.49	$87.66	$92.05	$13,126	$15,955	01/02/26	SCMPEA	SCMPEA	Exempt
7330	Police Evidence and Property Technician I (F)	284	$25.84	$27.13	$28.49	$29.91	$31.41	$4,479	$5,444	06/06/25	SCEA	SCEA	
7332	Police Evidence and Property Technician II (F)	305	$28.42	$29.85	$31.34	$32.90	$34.55	$4,927	$5,989	06/06/25	SCEA	SCEA	
7122	Police Officer (F)	413	$48.69	$51.12	$53.68	$56.36	$59.18	$8,439	$10,257	01/02/26	SCPOA	SCPOA	
7110	Police Officer Trainee (F)	276	-	-	-	$28.63	$30.06	-	-	12/24/21	Temp/PT	Temp/PT	
7130	Police Sergeant	460	$61.34	$64.41	$67.63	$71.01	$74.56	$10,633	$12,924	01/02/26	SCPOA	SCPOA	
7250	Police Support Services Manager	450	$58.11	$61.02	$64.07	$67.27	$70.64	$10,073	$12,244	01/02/26	SCMPEA	SCMPEA	Exempt
4226	Principal Planner	433	$54.21	$56.92	$59.76	$62.75	$65.89	$9,396	$11,421	01/02/26	SCMPEA	SCMPEA	Exempt
3340	Project Manager	416	$49.71	$52.20	$54.81	$57.55	$60.43	$8,617	$10,474	01/02/26	SCMPEA	SCMPEA	Exempt
7230	Public Safety Dispatch/Police Records Supervisor	410	$47.95	$50.35	$52.87	$55.51	$58.29	$8,312	$10,103	01/02/26	SCPOA	SCPOA	
7220	Public Safety Dispatcher I (F)	349	$36.03	$37.83	$39.72	$41.71	$43.79	$6,245	$7,591	01/02/26	SCPOA	SCPOA	
7222	Public Safety Dispatcher II (F)	373	$39.63	$41.61	$43.69	$45.88	$48.17	$6,869	$8,350	01/02/26	SCPOA	SCPOA	
9118	Public Works Director/City Engineer	514	$87.95	$92.35	$96.97	$101.81	$106.91	$15,245	$18,530	01/02/26	EM Plan	EM	Exempt
3120	Public Works Inspector	351	$34.74	$36.48	$38.30	$40.22	$42.23	$6,022	$7,320	06/06/25	SCEA	SCEA	
3120	Public Works Inspector	851	$35.61	$37.39	$39.26	$41.22	$43.28	$6,172	$7,503	01/02/25	Temp	SCEA	
3110	Public Works Specialist	222	$20.02	$21.02	$22.08	$23.18	$24.34	-	-	07/21/23	Temp/PT	Temp/PT	
3550	Public Works Superintendent	447	$56.67	$59.50	$62.48	$65.60	$68.88	$9,822	$11,939	01/02/26	SCMPEA	SCMPEA	Exempt
3520	Public Works Supervisor	380	$41.07	$43.12	$45.27	$47.54	$49.91	$7,118	$8,652	01/02/26	SCMPEA	SCMPEA	Exempt
2220	Recreation Coordinator	302	$28.07	$29.47	$30.94	$32.49	$34.12	$4,865	$5,913	06/06/25	SCEA	SCEA	
2220	Recreation Coordinator	802	$28.77	$30.21	$31.72	$33.30	$34.97	$4,987	$6,061	01/02/25	Temp	SCEA	
2550	Recreation Manager	412	$48.40	$50.82	$53.36	$56.02	$58.83	$8,389	$10,197	01/02/26	SCMPEA	SCMPEA	Exempt
2210	Recreation Specialist I (F)	200	$18.00	$18.54	$19.10	$19.67	$20.26	-	-	07/21/23	Temp/PT	Temp/PT	
2212	Recreation Specialist II (F)	220	$19.80	$20.39	$21.01	$21.64	$22.29	-	-	07/21/23	Temp/PT	Temp/PT	

(C) Denotes Confidential Class
(F) Denotes a Flexibly Staffed Classification
** City Manager's Salary is set by Contract

B.U. Bargaining Unit
B.G. Benefits Group

			Hourly					Monthly Average					
Job Code	Job Class	Range	A	B	C	D	E	Starting	Ending	Effective Date	B.U.	B.G.	FLSA OT
2214	Recreation Specialist III (F)	250	$21.78	$22.43	$23.11	$23.80	$24.51	-	-	07/21/23	Temp/PT	Temp/PT	
2510	Recreation Supervisor	348	$36.21	$38.02	$39.93	$41.92	$44.02	$6,277	$7,630	01/02/26	SCMPEA	SCMPEA	Exempt
9112	Recreation, Parks & Marina Director	505	$79.06	$83.01	$87.16	$91.52	$96.10	$13,704	$16,657	01/02/26	EM Plan	EM	Exempt
1824	Senior Accountant	390	$43.11	$45.26	$47.53	$49.90	$52.40	$7,472	$9,082	01/02/26	SCMPEA	SCMPEA	Exempt
3224	Senior Associate Engineer (F)	425	$51.82	$54.41	$57.13	$59.98	$62.98	$8,982	$10,917	01/02/26	SCMPEA	SCMPEA	Exempt
4324	Senior Building Inspector	397	$44.66	$46.90	$49.24	$51.71	$54.29	$7,742	$9,410	01/02/26	SCMPEA	SCMPEA	Exempt
3424	Senior Maintenance Worker	344	$33.69	$35.37	$37.14	$39.00	$40.95	$5,840	$7,098	06/06/25	SCEA	SCEA	
3424	Senior Maintenance Worker	844	$34.53	$36.26	$38.07	$39.98	$41.97	$5,986	$7,276	01/02/26	TEMP	SCEA	
1714	Senior Management Analyst	400	$45.17	$47.43	$49.80	$52.29	$54.91	$7,830	$9,517	01/02/26	SCMPEA	SCMPEA	Exempt
4224	Senior Planner	400	$45.17	$47.43	$49.80	$52.29	$54.91	$7,830	$9,517	01/02/26	SCMPEA	SCMPEA	Exempt
7224	Senior Public Safety Dispatcher	395	$43.59	$45.77	$48.06	$50.47	$52.99	$7,556	$9,185	01/02/26	SCPOA	SCPOA	
7310	Youth Services Specialist	356	$35.53	$37.31	$39.17	$41.13	$43.19	$6,159	$7,486	06/06/25	SCEA	SCEA	

(C) Denotes Confidential Class
(F) Denotes a Flexibly Staffed Classification
** City Manager's Salary is set by Contract

B.U. Bargaining Unit
B.G. Benefits Group

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AGENDA ITEM NO. 17.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Successor Agency Adoption of Resolution No. SA2025-___: Receiving and Accepting a Recognized Obligation Payment Schedule 2026-27 (ROPS) for the Period of July 1, 2026 through June 30, 2027.

FISCAL IMPACT: All obligations listed will be included in the FY 2026-27 Annual Budget.

STRATEGIC PLAN: Provide Good Governance, Ensure Fiscal Solvency.

BACKGROUND: A component of the dissolution of the former redevelopment agency requires that the Successor Agency prepare a Recognized Obligation Payment Schedule (ROPS) and submit it to the County Oversight Board. Pursuant to Health and Safety Code §34179.7(o)(1), enacted by SB 107 in the Fall of 2015, commencing with the ROPS covering the period from July 1, 2016 to June 30, 2017 and thereafter, Successor Agencies are to submit an Oversight Board approved annual ROPS to the Department of State Finance and the County Auditor-Controller by February 1, 2016 and each February 1 thereafter.

STAFF REPORT: The following provides an overview of deadlines and process associated with the ROPS:

ROPS Submittal Deadline – February 1, 2026, is the deadline to submit a ROPS covering the period of July 1, 2026, through June 30, 2027 to the State Department of Finance (DOF).

ROPS Submittal/Approval Process – The Successor Agency must submit the ROPS to the County Auditor-Controller, County Administrative Officer, and to the Solano County Oversight Board for approval. The deadline to submit the report is December 18, 2025, for January 8, 2026, scheduled County Oversight Board Meeting.

ROPS Form – The DOF provides the ROPS form.

Penalties – A penalty may be levied on the City of $10,000 per day for each day the ROPS is delinquent. Failure to submit the ROPS within 10 days of the deadline will result in a 25% reduction of the Successor Agency's maximum administrative cost allowance for the period covered by the delinquent ROPS.

The current ROPS includes line items that were listed on previously adopted ROPS but contain updated figures to reflect the upcoming fiscal year (July 1, 2026, to June 30, 2027).

For the fiscal year 2026-27, the Successor Agency is requesting funding for essential repairs and operational support related to the Marina Berth operations and Marina infrastructure. This request aligns with City Resolution 90-50 (1990) and the Suisun City Redevelopment Agency Board's authorization for a contract with the State Department of Boating and Waterways, accepting a loan in the amount of $10.3 million for the development of the Suisun City marina projects. Both resolutions

referenced a feasibility study, which concluded that the project was "engineeringly and financially feasible and economically justified. The feasibility study also outlined that the Redevelopment Agency would cover any project cost discrepancies and future operating deficits using agency funds.

Further, in 1991, the City Council and the Redevelopment Agency Board adopted Resolution No. 91-23 and Resolution No. RA 91-19, respectively. In these resolutions, both bodies resolved that they "intend to accept, in perpetuity, the responsibility and cost for the operation and maintenance of the Suisun City Marina, primarily funded by Redevelopment revenues, to the extent that marina revenues may not be sufficient to cover such costs after debt service, following its construction."

The Successor Agency is of the opinion that the contract justifies the request to fund the following items:

- $85,500 – Annual Maintenance and Inspection- Floating Concrete Dock System including repairs.

The attached ROPS worksheet is subject to change based on the County Auditor Controller (CAC) review of the ROPS 23-24 Prior Period Adjustment (PPA).

If necessary, there is an opportunity to submit an amended ROPS no later than October 1, 2026, if the Solano Consolidated Oversight Board makes a finding the revision is necessary for the payment of approved enforceable obligations during the second half of the ROPS period (January 1, 2027, through June 30, 2027).

The full ROPS is attached. The schedule includes funding for debt service payments, for costs associated with property disposition and Successor Agency administration. The administrative budget was reduced from 250,000 to $200,000, in response to the DOF's comments on the previous ROPS.

Staff recommends that the Successor Agency receive and accept the ROPS obligation requests for the fiscal year 2026-27.

STAFF RECOMMENDATION: It is recommended that the Successor Agency Adopt Resolution No. SA2025-___: Receiving and Accepting a Recognized Obligation Payment Schedule 2026-27 (ROPS) for the Period of July 1, 2026, through June 30, 2027.

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

ATTACHMENTS:

1. Resolution Successor Agency Resolution Receiving and Accepting ROPS 26-27 December 16 2025
2. ROPS 2026-27 Form.pdf

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RESOLUTION NO. SA 2025 -

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY RECEIVING AND ACCEPTING A RECOGNIZED OBLIGATION PAYMENT SCHEDULE 2026-27 (ROPS) FOR THE PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted and the Governor has signed, companion bills AB 26 X1 (AB 26) and AB 27 X1 (AB 27), requiring that each redevelopment agency be dissolved unless the community that created it enacts an ordinance committing it to making certain payments; and

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case of *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.,* Case No. S196861, and upheld the validity of AB 26 and invalidated AB 27; and

WHEREAS, the Court's decision resulted in the implementation of AB 26, which dissolves all redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, the City is, by operation of law, the Successor Agency (the "Agency") to the Redevelopment Agency for purposes of winding down the Redevelopment Agency under AB 26; and

WHEREAS, as part of the 2012-13 State budget bill, the California Legislature enacted and the Governor has signed AB 1484, which enacted several technical and substantive amendments to AB 26, including certain processes and procedures relating to the submittal of the ROPS; and

WHEREAS, the California Legislature enacted and the Governor has signed SB107, which enacted several additional technical and substantive amendments to the dissolution laws, including certain processes and procedures relating to the submittal of the ROPS; and

WHEREAS, pursuant to the dissolution laws, the City as Successor Agency is required to maintain a "Recognized Obligation Payment Schedule" (the "ROPS"), which schedule was revised with pertinent data for the period of July 1, 2026 through June 30, 2027; and

WHEREAS, the City Council desires to memorialize the Successor Agency's receipt and acceptance of the ROPS 2026-2027 including the $200,000 Successor Agency Admin Cost; 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 ROPS, 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 16th of December 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 16th day of December 2025.

_____
Anita Skinner, City Clerk

Recognized Obligation Payment Schedule (ROPS 26-27) - Summary
Filed for the July 1, 2026 through June 30, 2027 Period

Successor Agency: Suisun City

County: Solano

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	26-27A Total (July - December)	26-27B Total (January - June)	ROPS 26-27 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)	**$ 2,612,215**	**$ 2,309,500**	**$ 4,921,715**
F RPTTF	2,512,215	2,209,500	4,721,715
G Administrative RPTTF	100,000	100,000	200,000
H Current Period Enforceable Obligations (A+E)	**$ 2,612,215**	**$ 2,309,500**	**$ 4,921,715**

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
Recognized Obligation Payment Schedule (ROPS 26-27) - ROPS Detail
July 1, 2026 through June 30, 2027

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
											ROPS 26-27A (Jul - Dec)						ROPS 26-27B (Jan - Jun)					
											Fund Sources						Fund Sources					
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 26-27 Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	26-27A Total	Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	26-27B Total
								$27,092,501		$4,921,715	$-	$-	$-	$2,512,215	$100,000	$2,612,215	$-	$-	$-	$2,209,500	$100,000	$2,309,500
4	Marina Construction Loan	Third-Party Loans	07/22/ 1991	08/01/2048	Dept of Boating and Waterways	Marina Construction/ Rehab	All	3,976,046	N	$399,940	-	-	-	314,140	-	$314,140	-	-	-	85,800	-	$85,800
5	Marina Expansion Loan	Third-Party Loans	10/24/ 1995	10/01/2025	Sheldon Oil	Marina Expansion/ Land Acquisition	All	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
6	SERAF Payment	SERAF/ ERAF	05/10/ 2010	06/30/2029	Suisun City Housing Authority (Housing Successor)	SERAF Loan Payment	All	2,070,455	N	$690,150	-	-	-	345,075	-	$345,075	-	-	-	345,075	-	$345,075
9	Successor Agency Admin Cost	Admin Costs	02/01/ 2012	08/30/2048	Various	Staffing, Rent/ Utilities, Supplies, Legal, Oversight Board, Etc.	All	200,000	N	$200,000	-	-	-	-	100,000	$100,000	-	-	-	-	100,000	$100,000
13	Civic Center COP	Third-Party Loans	04/01/ 2004	11/01/2025	City of Suisun City	Civic Center COP Reimbursement Agreement	All	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-
21	2014 Series B Tax Allocation Bonds	Refunding Bonds Issued After 6/27/12	12/11/ 2014	10/01/2033	US Bank	2014 Series B Tax Allocation Bonds	All	20,780,000	N	$3,565,625	-	-	-	1,787,000	-	$1,787,000	-	-	-	1,778,625	-	$1,778,625
23	2014 Bond Continuing Disclosure Services	Fees	11/02/ 2015	10/01/2033	Don Fraser & Associates	Annual Continuing Disclosure on 2014 Bonds	All	5,000	N	$5,000	-	-	-	5,000	-	$5,000	-	-	-	-	-	$-
24	2014 Bond Trustee Services	Fees	12/11/ 2014	10/01/2033	US Bank	Annual Bond Trustee Fees	All	6,000	N	$6,000	-	-	-	6,000	-	$6,000	-	-	-	-	-	$-
25	2014 Bond Arbitrage Report	Fees	12/11/ 2014	10/01/2033	BLX Group, LLC	Annual Bond Arbitrage Report	All	5,000	N	$5,000	-	-	-	5,000	-	$5,000	-	-	-	-	-	$-
31	Property Disposition Costs-Other	Property Dispositions	07/01/ 2020	07/01/2028	City of Suisun City	Cost associated-sale of other SA		50,000	N	$50,000	-	-	-	50,000	-	$50,000	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 26-27 Total**	**ROPS 26-27A (Jul - Dec)**					**26-27A Total**	**ROPS 26-27B (Jan - Jun)**					**26-27B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
	SA Properties					properties mostly for Appraisals, legal, property taxes and maintenance.																

Suisun City
Recognized Obligation Payment Schedule (ROPS 26-27) - Report of Cash Balances
July 1, 2023 through June 30, 2024
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 23-24 Cash Balances (07/01/23 - 06/30/24)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/23)** RPTTF amount should exclude "A" period distribution amount.			361,428	316,823	3,001	
2	**Revenue/Income (Actual 06/30/24)** RPTTF amount should tie to the ROPS 23-24 total distribution from the County Auditor-Controller				-	5,651,504	
3	**Expenditures for ROPS 23-24 Enforceable Obligations (Actual 06/30/24)**			177,354	-	5,626,761	
4	**Retention of Available Cash Balance (Actual 06/30/24)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)			184,055	308,345		$89,844 PPA 21-22 for ROPS24-25;$94,211 PPA 22-23 for ROPS 25-26; $308,345 applied to ROPS 25-26 item #6
5	**ROPS 23-24 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 23-24 PPA form submitted to the CAC		No entry required			24,743	PPA 23-24 to be applied to ROPS 26-27 subject to change per CAC audit.
6	**Ending Actual Available Cash Balance (06/30/24) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$19**	**$8,478**	**$3,001**	

Suisun City
Recognized Obligation Payment Schedule (ROPS 26-27) - Notes
July 1, 2026 through June 30, 2027

Item #	Notes/Comments
4	The outstanding obligation reflects loan principal only.
5	
6	
9	
13	
21	The total outstanding obligation reflects principal only.
23	
24	
25	
31	

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AGENDA ITEM NO. 18.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council/Agency Approval of November 2025 Accounts Payable and Payroll Warrants.

FISCAL IMPACT: Total expenditure for all funds is $11,585,272.96.

Note: The Accounts Payable Expense Report includes $6,200,000 that is being transferred to LAIF investment account. It is not an expense but due to the system set-up, every disbursement appears on the expense report.

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:

November	Checks # 22750 - 22794	$29,900.11
	Direct Deposits (11/14/25)	$425,391.94

Direct Deposits (11/26/25)	$412,415.21
Total Payroll	**$867,707.26**

Accounts Payable:

Dated 11/1/25 – 11/30/25	Total Accounts Payables	$10,717,565.70
	TOTAL AMOUNT	**$11,585,272.96**

STAFF RECOMMENDATION: It is recommended that the City Council approve accounts payable, payroll and payroll vendor checks for November 2025.

PREPARED BY: Lakhwinder Deol, Finance Director
REVIEWED BY: Bret Prebula, City Manager
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. November 2025 Payroll Register.pdf
2. November 2025 Accounts Payables.pdf

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FINANCE DEPARTMENT

City of Suisun City, 701 Civic Center Blvd, Suisun, CA 94585
Telephone (707) 421-7328 Fax (707) 421-7364

MEMORANDUM

Date:	December 4, 2025
To:	Honorable Mayor and City Council Members
Prepared By:	Diana Littles, Accounting Technician
Approved By:	Lakhwinder Deol, Finance Director
RE:	Payroll Checks for **November 2025**

Payroll:	Checks	22750 - 22794	$29,900.11
	Direct Deposit	11/14/2025	$425,391.94
	Direct Deposit	11/26/2025	$412,415.21

Total Payroll **$867,707.26**

CITY OF SUISUN CITY
DIRECT DEPOSIT FOR COUNCIL

Emp ID	Name	Deducted Last Posting	Deduction Amt. Per Pay Period
ABD01	SHARIF S ABDELAZIZ	3533.44	.00
ALE01	HALEY C ALEXANDER	5819.45	.00
ALL01	RYAN D ALLEN	1995.04	.00
ALV01	SANTINO A ALVAREZ	707.71	.00
ARA00	CIARA ARANIEGO	983.17	.00
BAR05	HILO BARAJAS	1885.45	.00
BER00	AIDAN L BERGINNIS	129.29	.00
BER03	JIM BERMUDEZ	5892.05	.00
		500.00	500.00
BLO01	DELBERT R BLOCK JR	1871.66	.00
BRA05	JASON C BRASSFIELD	17885.48	.00
BRY02	JOHN E. BRYAN	2898.33	.00
BUT01	RONALD BUTTS	1269.68	.00
CAM02	TYLER J CAMIGI	3451.90	.00
CAN02	ALVIN J CANGCO	3812.20	.00
CAP01	RICKY CAPERTON	4767.64	.00
CAR06	LISA A. CARLOCK	4794.96	.00
CAR08	MARK S CARDINALLI	2928.86	.00
CHO01	CHIN C CHOU	129.29	.00
CLA01	TRENTON J CLARK	645.19	.00
CLO01	LEILA I CLOUD	685.87	.00
COL01	JOSE L COLIN	3398.05	.00
COL02	JAMIR R COLLINS	787.81	.00
COL03	TAYLOR COLLINS	2872.87	.00
CON05	TIFFANY N CONAMA	3139.28	.00
		1000.00	1000.00
COO01	BRANDI COOK	2762.77	.00
COR02	JUAN M. CORTEZ	2462.77	.00
COR03	SHERRI L. CORRALES	1725.06	.00
COR05	CRISTIAN A CORTES	369.86	.00
DAN01	ROBERTA J. DANIEL	2073.58	.00
		500.00	500.00
DAN02	JOSHUA S DANNER	1891.42	.00
DAW02	JENALEE M DAWSON	987.20	.00
DEL03	MARIBEL DE LA CRUZ	2747.77	.00
		150.00	150.00
DEL04	MATEO DE LOA	129.29	.00
DEM03	RYAN A DEMELLO	5120.57	.00
DEO01	LAKHWINDER K DEOL	5246.50	.00
		100.00	100.00
DIA01	NAPOLEON W. DIAZ II	2477.48	.00
DOO01	CHRISTOPHER J DOOLEY	4948.81	.00
DOW01	JEFFREY D DOWNEY	2709.48	.00
DUC01	JUSTIN M DUCHSCHER	6444.04	.00
DUM01	AMANDA DUM	2789.96	.00
		100.00	100.00
		75.00	75.00
DUM02	GIZELLE ANNE DUMALAG	1897.95	.00
ELM01	MICHAEL L ELM	1998.95	.00
ESC04	NICHOLAS J ESCOBEDO	2092.37	.00
ESP00	RYAN J ESPARZA	4659.89	.00
ESP02	TRISTAN M ESPERANZA-IB	624.23	.00
FAR01	ANDREW L FARRELL	3298.71	.00
FIE01	ALEXANDER FIERRO	2716.90	.00
FLO00	AISHA FLORES	3250.60	.00
FLO02	GLADIS FLORES	349.08	.00
FRI01	MARYFLOR FRIAS RICO	146.28	.00
GAL04	NOE GALLEGOS-ARE	3737.99	.00
GAR04	VERONICA GARCIA	258.62	.00
GAT01	JOSEPH J GATMEN	2897.21	.00
GEL01	GEMMA V. GELUZ	2265.40	.00
GID02	KAMANI GIDDINGS	976.73	.00
GOL03	JASON R GOLTIAO	3619.39	.00
HAT01	KAREN S. HATTEN	220.20	.00
HEA01	DANIEL J. HEALY	5402.47	.00
HEI03	SCOTT J HEINE	5939.40	.00
HEL01	JACOB T HELTON	2598.32	.00
HEN02	JEFF T. HENDERSON	4956.60	.00
HER00	ALMA R HERNANDEZ	410.65	.00
HER01	JAMES A. HERROD	3645.80	.00
HUL01	JANET HULL	2953.21	.00
		100.00	100.00
		1000.00	1000.00
		500.00	500.00
JAC01	TRISTAN K JACKSON	769.56	.00
JON03	JANINE S JONES	716.54	.00
KEA02	JOHN T. KEARNS	3363.84	.00
KEG01	ANDREW D KEGLE	5890.68	.00
KEN02	AMBER M. KENT	3848.66	.00
KEN03	EMILY M KENT	2087.91	.00
KHA01	FRANKIE KHANTIGNA	2864.63	.00
KIN00	CAMRYN R KING	2328.14	.00
KIN02	KATHLEEN S KING	2131.34	.00
LAZ00	JULIA M LAZARO	2880.55	.00
		1600.00	1600.00
LEE06	RACHEL C LEE	1231.67	.00
LEH01	HOANG D LE	2851.63	.00
LEM01	AARON P LEMING	2561.31	.00
LET01	THOMAS LETTERMAN	2864.96	.00
		925.98	.00
LIN02	SOLANGE LINCOLN-BERR	867.03	.00
LIT01	DIANA A. LITTLES	2561.85	.00
		75.00	75.00
LOM01	TIFFANEY LOMBARD	3379.42	.00
LOP00	BELTHZABEL LOPEZ-DE LOA	2111.56	.00

Emp ID	Name	Deducted Last Posting	Deduction Amt. Per Pay Period
LOP03	BRAD L LOPEZ	5130.21	.00
LOP04	VANESSA A LOPEZ	1105.90	.00
LOP05	CHRISTIAN G LOPEZ	2025.95	.00
LOZ01	NICODEMUS G LOZANO	3189.48	.00
LUJ01	CHRISTOPHER J LUJAN	8777.14	.00
LUN01	ELIZABETH N. LUNA	3454.13	.00
		50.00	50.00
		100.00	100.00
LUN03	OSCAR N LUNA	965.88	.00
MAR03	SHERRON L. MARTIN	1456.79	.00
		500.00	500.00
		50.00	50.00
MAR15	DEAN R MARTIN	6625.29	.00
MAR18	BRIANNA D MARQUITZ	2563.02	.00
MAR19	CAROLANN E MARTINEZ	1194.15	.00
MCH01	HAYLEY J MCHENRY	1499.25	.00
		642.53	.00
MER01	GLORIA MERCADO-MART	1808.64	.00
MER02	PATRICIA MERICAL	1257.07	.00
MOR01	MARVIN J MORA	2989.84	.00
MUN01	MARIA L MUNOZ	2532.23	.00
MUR00	HAYLEY A MURPHY	1857.85	.00
NAS01	ASHLEY A NASH	2439.16	.00
NAV00	MIKAYLA R NAVARRO	185.21	.00
NER01	SIGFRED D NERI	5522.57	.00
OKO01	NICHOLAS OKODOGBE	3131.50	.00
OLS02	JAMES C OLSEN	2962.63	.00
ORT03	JOSE O ORTIZ GARCIA	1624.97	.00
PAN01	FERNANDO J PANTOJA	1284.51	.00
PEC01	LUIS PECH	1668.79	.00
PEN01	CHRISTINA Y PENLAND	3092.68	.00
		1000.00	1000.00
		125.00	125.00
		250.00	250.00
PER04	MICHAEL W PERGAMIT	1927.41	.00
PIC02	KAILEY I PICKERING	1084.77	.00
POC01	DONNA J. POCK	1802.48	1802.48
		325.00	325.00
POR01	TAI R PORTER	1134.44	.00
PRE01	BRET T PREBULA	7177.56	.00
RAM02	CHRISTOPHER A RAMIREZ	119.85	.00
RAN01	ADRIANNA C RANSOM	891.35	.00
REN01	GREG M RENUCCI	4528.24	.00
RIV03	LUIS R RIVERA	3547.33	.00
ROB00	KARA C ROBINSON	3120.01	.00
ROB03	ROWLAND H. ROBERTS	4454.77	.00
ROB05	JUAN D ROBLES CASTI	2005.78	.00
ROM03	MARIA L ROMERO	2157.84	.00
ROT01	AARON C ROTH	6335.48	.00
SAE02	MOHAMED SAEED	734.43	.00
SAG01	ANNE SAGAMI	3263.91	.00
SAL03	TEVITA VAEA P SALT	2571.04	.00
		200.00	200.00
SAL06	BEYONCE O SALCEDA	790.10	.00
SAL08	KRISTINE SALCEDA	580.40	.00
SAM02	JERAMY J. SAMO	3253.30	.00
SAN09	ASHLEY D SANTOS	669.40	.00
SCR01	MARINA H SCRIVNER	587.86	.00
SEL01	KAYLEY E SELBY	2886.61	.00
SHE02	PARISE S SHEPHERD	372.80	.00
SHI01	HARRISON SHING-CHUN	5380.40	.00
SIF01	JONATHAN SIFUENTES	1613.76	.00
SIL01	BRAYAN O SILVA ZAMORA	2052.29	.00
SIN01	JUSTEEN K SINGLEY	1956.72	.00
SKI02	ANITA L SKINNER	303.09	.00
SOT02	FRANCISCO J SOTO-POMEROY	5869.09	.00
STE05	HANNA D STEPHENS	99.73	.00
SZM02	ROBERT SZMURLO	263.97	.00
TAT01	MONICA L TATNEY-MORRI	744.29	.00
TAY02	AMIA C TAYLOR	448.82	.00
TEW01	VINAY P TEWARI	190.08	.00
TKA01	OLIVIA F TKACZ	895.61	.00
TOD02	KATIE A TODD	2033.36	.00
TRA01	JOSHUA TRAN	3044.29	.00
VAL01	JASON D VALDE	2419.44	.00
VAN00	CHAO C VANG	1932.87	.00
VAN01	JASON S VANDER MEER	5108.29	.00
VAS01	BIANCA M VASQUEZ	1707.29	.00
		315.00	315.00
VER02	ERIC VERA	4366.41	.00
VIL01	TREVOR A VILLANUEVA	1168.76	.00
VUE01	NOUAE A VUE	5946.04	.00
WAD01	ANEKKA S WADDELL	2092.50	.00
WAG01	LUKAS P WAGNER	398.96	.00
WAL01	JANELLE A WALTHOUR	70.65	.00
WAS02	PRINCESS K WASHINGTON	1025.76	.00
WHA01	JUDE WHALEY	499.63	.00
WOO02	APRIL E WOODEN	1613.25	.00
YAN01	GE H YANG	2075.45	.00
ZAR01	ERNESTO Z ZARAGOZA	3826.81	.00
ZUN02	MICHELLE E. ZUNINO	2319.36	.00
Sub-Total:		425391.94	
Grn-Total:		425391.94	
Count: 186			

CITY OF SUISUN CITY
DIRECT DEPOSIT FOR COUNCIL

Emp ID	Name	Deducted Last Posting	Deduction Amt. Per Pay Period
ABD01	SHARIF S ABDELAZIZ	3497.48	.00
ALE01	HALEY C ALEXANDER	6078.88	.00
ALL01	RYAN D ALLEN	2247.86	.00
ALV01	SANTINO A ALVAREZ	773.24	.00
ARA00	CIARA ARANIEGO	837.94	.00
BAR05	HILO BARAJAS	1885.45	.00
BER00	AIDAN L BERGINNIS	258.58	.00
BER03	JIM BERMUDEZ	5817.18	.00
		500.00	500.00
BLO01	DELBERT R BLOCK JR	1871.66	.00
BRA05	JASON C BRASSFIELD	6873.49	.00
BRY02	JOHN E. BRYAN	2909.95	.00
BUT01	RONALD BUTTS	2358.28	.00
CAM02	TYLER J CAMIGI	4717.19	.00
CAN02	ALVIN J CANGCO	3244.75	.00
CAP01	RICKY CAPERTON	4767.64	.00
CAR06	LISA A. CARLOCK	4738.67	.00
CAR08	MARK S CARDINALLI	2928.86	.00
CLA01	TRENTON J CLARK	622.50	.00
CLO01	LEILA I CLOUD	386.48	.00
COL01	JOSE L COLIN	3786.32	.00
COL02	JAMIR R COLLINS	838.78	.00
COL03	TAYLOR COLLINS	2456.16	.00
CON05	TIFFANY N CONAMA	2085.94	.00
		1000.00	1000.00
COO01	BRANDI COOK	2762.77	.00
COR02	JUAN M. CORTEZ	2465.92	.00
COR03	SHERRI L. CORRALES	1725.77	.00
COR05	CRISTIAN A CORTES	382.33	.00
DAN01	ROBERTA J. DANIEL	2073.58	.00
		500.00	500.00
DAN02	JOSHUA S DANNER	1575.54	.00
DAW02	JENALEE M DAWSON	901.47	.00
DEL03	MARIBEL DE LA CRUZ	2747.77	.00
		150.00	150.00
DEL04	MATEO DE LOA	517.16	.00
DEM03	RYAN A DEMELLO	5030.98	.00
DEO01	LAKHWINDER K DEOL	5238.71	.00
		100.00	100.00
DIA01	NAPOLEON W. DIAZ II	3381.57	.00
DOO01	CHRISTOPHER J DOOLEY	4948.81	.00
DOW01	JEFFREY D DOWNEY	3283.78	.00
DUC01	JUSTIN M DUCHSCHER	3969.10	.00
DUM01	AMANDA DUM	2789.97	.00
		100.00	100.00
		75.00	75.00
DUM02	GIZELLE ANNE DUMALAG	1897.95	.00
ELM01	MICHAEL L ELM	1998.95	.00
ESC04	NICHOLAS J ESCOBEDO	2092.37	.00
ESP00	RYAN J ESPARZA	4227.09	.00
ESP02	TRISTAN M ESPERANZA-IB	624.23	.00
FAR01	ANDREW L FARRELL	2880.41	.00
FIE01	ALEXANDER FIERRO	2888.84	.00
FLO00	AISHA FLORES	3931.37	.00
FLO02	GLADIS FLORES	299.21	.00
FRI01	MARYFLOR FRIAS RICO	383.99	.00
GAL04	NOE GALLEGOS-ARE	3829.96	.00
GAT01	JOSEPH J GATMEN	3525.43	.00
GEL01	GEMMA V. GELUZ	2272.00	.00
GID02	KAMANI GIDDINGS	950.84	.00
GOL03	JASON R GOLTIAO	4065.46	.00
HAT01	KAREN S. HATTEN	150.25	.00
HEA01	DANIEL J. HEALY	5661.51	.00
HEI03	SCOTT J HEINE	6761.00	.00
HEL01	JACOB T HELTON	2830.18	.00
HEN02	JEFF T. HENDERSON	5266.15	.00
HER00	ALMA R HERNANDEZ	312.10	.00
HER01	JAMES A. HERROD	4178.87	.00
HUL01	JANET HULL	2953.21	.00
		100.00	100.00
		1000.00	1000.00
		500.00	500.00
JAC01	TRISTAN K JACKSON	962.93	.00
JON03	JANINE S JONES	571.42	.00
KEA02	JOHN T. KEARNS	3363.84	.00
KEG01	ANDREW D KEGLE	4760.38	.00
KEN02	AMBER M. KENT	3848.66	.00
KEN03	EMILY M KENT	2087.91	.00
KHA01	FRANKIE KHANTIGNA	2811.44	.00
KIN00	CAMRYN R KING	2253.33	.00
KIN02	KATHLEEN S KING	2131.34	.00
LAZ00	JULIA M LAZARO	4105.92	.00
		1600.00	1600.00
LEE06	RACHEL C LEE	1231.67	.00
LEH01	HOANG D LE	2955.53	.00
LEM01	AARON P LEMING	2374.73	.00
LET01	THOMAS LETTERMAN	3251.69	.00
		1054.89	.00
LIN02	SOLANGE LINCOLN-BERR	730.93	.00
LIT01	DIANA A. LITTLES	3084.58	.00
		75.00	75.00
LOM01	TIFFANEY LOMBARD	3939.39	.00
LOP00	BELTHZABEL LOPEZ-DE LOA	2112.48	.00
LOP03	BRAD L LOPEZ	5130.21	.00
LOP04	VANESSA A LOPEZ	984.27	.00

Emp ID	Name	Deducted Last Posting	Deduction Amt. Per Pay Period
LOP05	CHRISTIAN G LOPEZ	2083.76	.00
LOZ01	NICODEMUS G LOZANO	3189.48	.00
LUJ01	CHRISTOPHER J LUJAN	3644.05	.00
LUN01	ELIZABETH N. LUNA	3831.77	.00
		50.00	50.00
		100.00	100.00
LUN03	OSCAR N LUNA	813.42	.00
MAR03	SHERRON L. MARTIN	1456.79	.00
		500.00	500.00
		50.00	50.00
MAR15	DEAN R MARTIN	6405.58	.00
MAR18	BRIANNA D MARQUITZ	1913.30	.00
MAR19	CAROLANN E MARTINEZ	2202.50	.00
MCH01	HAYLEY J MCHENRY	1708.58	.00
		732.25	.00
MER01	GLORIA MERCADO-MART	2435.64	.00
MER02	PATRICIA MERICAL	2296.18	.00
MOR01	MARVIN J MORA	2989.84	.00
MUN01	MARIA L MUNOZ	2532.23	.00
MUR00	HAYLEY A MURPHY	1644.18	.00
NAS01	ASHLEY A NASH	2200.00	2200.00
NER01	SIGFRED D NERI	5607.06	.00
OKO01	NICHOLAS OKODOGBE	3464.93	.00
OLS02	JAMES C OLSEN	4516.75	.00
ORT03	JOSE O ORTIZ GARCIA	1624.97	.00
PAN01	FERNANDO J PANTOJA	1384.86	.00
PEC01	LUIS PECH	1668.79	.00
PEN01	CHRISTINA Y PENLAND	3092.68	.00
		1000.00	1000.00
		125.00	125.00
		250.00	250.00
PER04	MICHAEL W PERGAMIT	1927.42	.00
PIC02	KAILEY I PICKERING	1027.15	.00
POC01	DONNA J. POCK	1802.48	1802.48
		325.00	325.00
POR01	TAI R PORTER	1016.88	.00
PRE01	BRET T PREBULA	7177.56	.00
RAN01	ADRIANNA C RANSOM	874.36	.00
REN01	GREG M RENUCCI	4240.72	.00
RIV03	LUIS R RIVERA	2766.23	.00
ROB00	KARA C ROBINSON	2806.71	.00
ROB03	ROWLAND H. ROBERTS	4454.77	.00
ROB05	JUAN D ROBLES CASTI	2005.78	.00
ROM03	MARIA L ROMERO	2099.04	.00
ROT01	AARON C ROTH	6335.48	.00
SAE02	MOHAMED SAEED	445.16	.00
SAG01	ANNE SAGAMI	3229.70	.00
SAL03	TEVITA VAEA P SALT	1691.53	.00
		200.00	200.00
SAL06	BEYONCE O SALCEDA	710.01	.00
SAL08	KRISTINE SALCEDA	448.82	.00
SAM02	JERAMY J. SAMO	2377.74	.00
SAN09	ASHLEY D SANTOS	557.83	.00
SCR01	MARINA H SCRIVNER	531.94	.00
SEL01	KAYLEY E SELBY	2886.61	.00
SHE02	PARISE S SHEPHERD	274.26	.00
SHI01	HARRISON SHING-CHUN	3368.55	.00
SIF01	JONATHAN SIFUENTES	1613.76	.00
SIL01	BRAYAN O SILVA ZAMORA	2052.29	.00
SIN01	JUSTEEN K SINGLEY	1882.21	.00
SKI02	ANITA L SKINNER	303.09	.00
SOT02	FRANCISCO J SOTO-POMEROY	9814.56	.00
SZM02	ROBERT SZMURLO	1250.21	.00
TAT01	MONICA L TATNEY-MORRI	582.08	.00
TAY02	AMIA C TAYLOR	315.84	.00
TAY04	TIMOTHY D TAYLOR JR	129.29	.00
TEW01	VINAY P TEWARI	190.08	.00
TKA01	OLIVIA F TKACZ	971.82	.00
TOD02	KATIE A TODD	1976.76	.00
TRA01	JOSHUA TRAN	2619.00	.00
VAL01	JASON D VALDE	2613.66	.00
VAN00	CHAO C VANG	1932.87	.00
VAN01	JASON S VANDER MEER	2966.77	.00
VAS01	BIANCA M VASQUEZ	1707.29	.00
		315.00	315.00
VER02	ERIC VERA	4099.59	.00
VIL01	TREVOR A VILLANUEVA	1186.97	.00
VUE01	NOUAE A VUE	5864.02	.00
WAD01	ANEKKA S WADDELL	2028.47	.00
WAG01	LUKAS P WAGNER	332.46	.00
WAS02	PRINCESS K WASHINGTON	937.21	.00
WHA01	JUDE WHALEY	499.63	.00
WOO02	APRIL E WOODEN	1710.63	.00
YAN01	GE H YANG	2075.46	.00
ZAR01	ERNESTO Z ZARAGOZA	3826.81	.00
ZUN02	MICHELLE E. ZUNINO	2313.64	.00
Sub-Total:		412415.21	
Grn-Total:		412415.21	
Count: 181			

Check Number	Sequence Number	Check Date	Employee ID	Employee Name	Gross Amount	Check Amount
22750	0	11/14/2025	BER05	BERBER, KATRINA C	2,453.60	1,930.14
22751	0	11/14/2025	POC01	POCK, DONNA J.	4,114.79	255.72
22752	0	11/14/2025	DEM02	DEMELLO, KYLE	280.00	258.58
22753	0	11/14/2025	GEN01	GENGLER, DANIEL M	140.00	129.29
22754	0	11/14/2025	GOE00	GOETZE, JAKE	140.00	129.29
22755	0	11/14/2025	AME01	AMEZCUA-ALVA, ESMERALDA	565.82	522.54
22756	0	11/14/2025	AZE01	AZEVEDO, ATHINA N	682.83	624.23
22757	0	11/14/2025	COH00	COHEN, LANCE M	601.51	555.50
22758	0	11/14/2025	COH01	COHEN, SCOTT M	685.98	626.85
22759	0	11/14/2025	FLO03	FLOWERS, FRANK E.	695.25	634.54
22760	0	11/14/2025	NAV02	NAVARRO, NAYLEA	1,184.05	1,023.40
22761	0	11/14/2025	ORT00	ORTEGA, ARIANA E	458.78	409.50
22762	0	11/14/2025	ORT02	ORTEGA, LUTHER M	463.50	413.41
22763	0	11/14/2025	PLA02	PLANCARTE-NO, ISABELLA	882.42	780.86
22764	0	11/14/2025	POR02	PORTER, RAYE B	892.06	788.67
22765	0	11/14/2025	RIV05	RIVERA, WILLY R	908.46	801.94
22766	0	11/14/2025	ROD03	RODRIGUEZ-MA, CARLOS M	862.11	764.44
22767	0	11/14/2025	SIM01	SIMMONS, KAREN R	764.00	685.05
22768	0	11/14/2025	TEO01	TEODORO, FRANK	904.80	798.97
22769	0	11/14/2025	THO00	THOMPSON, AMARIYAE P.	688.50	628.94
22770	0	11/14/2025	BIS03	BISHOP, KATHRYN	0.00	1,508.50
22771	0	11/14/2025	FRA01	FRANCHISE TAX BOARD	0.00	400.00
22772	0	11/26/2025	BER05	BERBER, KATRINA C	2,361.59	1,863.48
22773	0	11/26/2025	NAS01	NASH, ASHLEY A	3,148.58	308.21
22774	0	11/26/2025	POC01	POCK, DONNA J.	4,905.21	814.65
22775	0	11/26/2025	DEM02	DEMELLO, KYLE	140.00	129.29
22776	0	11/26/2025	GEN01	GENGLER, DANIEL M	140.00	129.29
22777	0	11/26/2025	AME01	AMEZCUA-ALVA, ESMERALDA	902.26	796.92
22778	0	11/26/2025	AZE01	AZEVEDO, ATHINA N	819.39	729.87
22779	0	11/26/2025	BOW01	BOWMAN, WILLIAM D	1,432.23	1,235.05
22780	0	11/26/2025	COH00	COHEN, LANCE M	642.29	590.61
22781	0	11/26/2025	FLO03	FLOWERS, FRANK E.	491.31	453.73
22782	0	11/26/2025	NAV02	NAVARRO, NAYLEA	1,231.65	1,061.02
22783	0	11/26/2025	ORT00	ORTEGA, ARIANA E	214.10	197.73
22784	0	11/26/2025	ORT02	ORTEGA, LUTHER M	472.77	421.10
22785	0	11/26/2025	PLA02	PLANCARTE-NO, ISABELLA	924.44	814.86
22786	0	11/26/2025	POR02	PORTER, RAYE B	871.67	772.17
22787	0	11/26/2025	RIV05	RIVERA, WILLY R	825.03	734.43
22788	0	11/26/2025	ROD03	RODRIGUEZ-MA, CARLOS M	361.53	333.88
22789	0	11/26/2025	SIM01	SIMMONS, KAREN R	391.55	361.59
22790	0	11/26/2025	TEO01	TEODORO, FRANK	946.56	832.76
22791	0	11/26/2025	THO00	THOMPSON, AMARIYAE P.	642.29	590.61
22792	0	11/26/2025	BIS03	BISHOP, KATHRYN	0.00	1,508.50
22793	0	11/26/2025	FRA01	FRANCHISE TAX BOARD	0.00	400.00
22794	0	11/26/2025	SOL61	SOLANO COUNTY SHERIFF'S CIVIL	0.00	150.00
Z62469	0	11/14/2025	BER03	BERMUDEZ, JIM	9,333.47	0.00
Z62470	0	11/14/2025	ELM01	ELM, MICHAEL L	2,854.34	0.00
Z62471	0	11/14/2025	MER01	MERCADO-MART, GLORIA	2,202.43	0.00
Z62472	0	11/14/2025	NAS01	NASH, ASHLEY A	3,058.38	0.00
Z62473	0	11/14/2025	PEN01	PENLAND, CHRISTINA Y	8,471.90	0.00
Z62474	0	11/14/2025	PRE01	PREBULA, BRET T	11,399.19	0.00
Z62475	0	11/14/2025	VAS01	VASQUEZ, BIANCA M	2,877.60	0.00
Z62476	0	11/14/2025	CAP01	CAPERTON, RICKY	8,320.10	0.00
Z62477	0	11/14/2025	KEA02	KEARNS, JOHN T.	5,516.35	0.00

Z62478	0	11/14/2025	WOO02	WOODEN, APRIL E	1,950.00	0.00
Z62479	0	11/14/2025	DAW02	DAWSON, JENALEE M	1,085.52	0.00
Z62480	0	11/14/2025	HER00	HERNANDEZ, ALMA R	614.74	0.00
Z62481	0	11/14/2025	SHE02	SHEPHERD, PARISE S	597.24	0.00
Z62482	0	11/14/2025	SKI02	SKINNER, ANITA L	532.29	0.00
Z62483	0	11/14/2025	TEW01	TEWARI, VINAY P	197.64	0.00
Z62484	0	11/14/2025	WAS02	WASHINGTON, PRINCESS K	1,085.52	0.00
Z62485	0	11/14/2025	COR03	CORRALES, SHERRI L.	3,085.84	0.00
Z62486	0	11/14/2025	DAN01	DANIEL, ROBERTA J.	3,884.86	0.00
Z62487	0	11/14/2025	DEO01	DEOL, LAKHWINDER K	8,547.80	0.00
Z62488	0	11/14/2025	DUM01	DUM, AMANDA	4,335.16	0.00
Z62489	0	11/14/2025	LIT01	LITTLES, DIANA A.	4,277.62	0.00
Z62490	0	11/14/2025	LOP05	LOPEZ, CHRISTIAN G	2,846.78	0.00
Z62491	0	11/14/2025	LUN01	LUNA, ELIZABETH N.	5,795.94	0.00
Z62492	0	11/14/2025	3-Mar	MARTIN, SHERRON L.	3,271.28	0.00
Z62493	0	11/14/2025	ROM03	ROMERO, MARIA L	2,908.12	0.00
Z62494	0	11/14/2025	TOD02	TODD, KATIE A	2,676.42	0.00
Z62495	0	11/14/2025	VAL01	VALDE, JASON D	3,330.40	0.00
Z62496	0	11/14/2025	BER00	BERGINNIS, AIDAN L	140.00	0.00
Z62497	0	11/14/2025	BRA05	BRASSFIELD, JASON C	19,625.50	0.00
Z62498	0	11/14/2025	CHO01	CHOU, CHIN C	140.00	0.00
Z62499	0	11/14/2025	COL01	COLIN, JOSE L	5,938.90	0.00
Z62500	0	11/14/2025	DAN02	DANNER, JOSHUA S	2,942.94	0.00
Z62501	0	11/14/2025	DEL04	DE LOA, MATEO	140.00	0.00
Z62502	0	11/14/2025	DUC01	DUCHSCHER, JUSTIN M	10,351.25	0.00
Z62503	0	11/14/2025	ESP00	ESPARZA, RYAN J	6,450.70	0.00
Z62504	0	11/14/2025	FAR01	FARRELL, ANDREW L	5,057.88	0.00
Z62505	0	11/14/2025	HEL01	HELTON, JACOB T	5,485.98	0.00
Z62506	0	11/14/2025	KEG01	KEGLE, ANDREW D	9,594.25	0.00
Z62507	0	11/14/2025	LEM01	LEMING, AARON P	5,961.83	0.00
Z62508	0	11/14/2025	LOP03	LOPEZ, BRAD L	8,494.13	0.00
Z62509	0	11/14/2025	LUJ01	LUJAN, CHRISTOPHER J	10,024.62	0.00
Z62510	0	11/14/2025	15-Mar	MARTIN, DEAN R	12,294.19	0.00
Z62511	0	11/14/2025	REN01	RENUCCI, GREG M	7,512.22	0.00
Z62512	0	11/14/2025	RIV03	RIVERA, LUIS R	6,073.93	0.00
Z62513	0	11/14/2025	SOT02	SOTO-POMEROY, FRANCISCO J	9,948.56	0.00
Z62514	0	11/14/2025	VAN01	VANDER MEER, JASON S	8,793.68	0.00
Z62515	0	11/14/2025	ZUN02	ZUNINO, MICHELLE E.	3,343.58	0.00
Z62516	0	11/14/2025	GOL03	GOLTIAO, JASON R	4,667.34	0.00
Z62517	0	11/14/2025	LOP00	LOPEZ-DE LOA, BELTHZABEL	3,145.60	0.00
Z62518	0	11/14/2025	MUN01	MUNOZ, MARIA L	3,395.60	0.00
Z62519	0	11/14/2025	ROB03	ROBERTS, ROWLAND H.	7,772.46	0.00
Z62520	0	11/14/2025	ABD01	ABDELAZIZ, SHARIF S	5,499.99	0.00
Z62521	0	11/14/2025	ALE01	ALEXANDER, HALEY C	9,105.20	0.00
Z62522	0	11/14/2025	BUT01	BUTTS, RONALD	1,440.62	0.00
Z62523	0	11/14/2025	CAM02	CAMIGI, TYLER J	5,485.39	0.00
Z62524	0	11/14/2025	CAN02	CANGCO, ALVIN J	5,932.65	0.00
Z62525	0	11/14/2025	CAR08	CARDINALLI, MARK S	4,650.17	0.00
Z62526	0	11/14/2025	CAR06	CARLOCK, LISA A.	7,311.65	0.00
Z62527	0	11/14/2025	COL03	COLLINS, TAYLOR	4,241.14	0.00
Z62528	0	11/14/2025	CON05	CONAMA, TIFFANY N	6,699.24	0.00
Z62529	0	11/14/2025	COO01	COOK, BRANDI	3,505.20	0.00
Z62530	0	11/14/2025	DEM03	DEMELLO, RYAN A	7,887.47	0.00
Z62531	0	11/14/2025	DOO01	DOOLEY, CHRISTOPHER J	7,669.38	0.00
Z62532	0	11/14/2025	FIE01	FIERRO, ALEXANDER	4,020.66	0.00

Z62533	0	11/14/2025	FLO00	FLORES, AISHA	5,255.03	0.00
Z62534	0	11/14/2025	GAL04	GALLEGOS-ARE, NOE	5,685.43	0.00
Z62535	0	11/14/2025	HEA01	HEALY, DANIEL J.	7,946.49	0.00
Z62536	0	11/14/2025	HEI03	HEINE, SCOTT J	9,286.14	0.00
Z62537	0	11/14/2025	HEN02	HENDERSON, JEFF T.	7,946.49	0.00
Z62538	0	11/14/2025	KEN02	KENT, AMBER M.	6,168.82	0.00
Z62539	0	11/14/2025	KEN03	KENT, EMILY M	2,677.42	0.00
Z62540	0	11/14/2025	KHA01	KHANTIGNA, FRANKIE	4,880.86	0.00
Z62541	0	11/14/2025	KIN00	KING, CAMRYN R	3,516.07	0.00
Z62542	0	11/14/2025	LAZ00	LAZARO, JULIA M	8,290.44	0.00
Z62543	0	11/14/2025	LEH01	LE, HOANG D	4,343.99	0.00
Z62544	0	11/14/2025	LET01	LETTERMAN, THOMAS	6,310.51	0.00
Z62545	0	11/14/2025	LOM01	LOMBARD, TIFFANEY	4,907.93	0.00
Z62546	0	11/14/2025	18-Mar	MARQUITZ, BRIANNA D	4,337.10	0.00
Z62547	0	11/14/2025	19-Mar	MARTINEZ, CAROLANN E	1,440.62	0.00
Z62548	0	11/14/2025	MER02	MERICAL, PATRICIA	1,440.62	0.00
Z62549	0	11/14/2025	MUR00	MURPHY, HAYLEY A	2,373.14	0.00
Z62550	0	11/14/2025	NER01	NERI, SIGFRED D	9,916.54	0.00
Z62551	0	11/14/2025	OKO01	OKODOGBE, NICHOLAS	4,174.26	0.00
Z62552	0	11/14/2025	OLS02	OLSEN, JAMES C	9,191.79	0.00
Z62553	0	11/14/2025	ROB00	ROBINSON, KARA C	4,992.08	0.00
Z62554	0	11/14/2025	ROT01	ROTH, AARON C	11,246.65	0.00
Z62555	0	11/14/2025	SAG01	SAGAMI, ANNE	5,273.12	0.00
Z62556	0	11/14/2025	SEL01	SELBY, KAYLEY E	5,016.05	0.00
Z62557	0	11/14/2025	SHI01	SHING-CHUN, HARRISON	9,425.68	0.00
Z62558	0	11/14/2025	SZM02	SZMURLO, ROBERT	502.40	0.00
Z62559	0	11/14/2025	TRA01	TRAN, JOSHUA	4,491.13	0.00
Z62560	0	11/14/2025	VER02	VERA, ERIC	6,707.68	0.00
Z62561	0	11/14/2025	WAD01	WADDELL, ANEKKA S	2,544.72	0.00
Z62562	0	11/14/2025	ZAR01	ZARAGOZA, ERNESTO Z	5,615.40	0.00
Z62563	0	11/14/2025	BAR05	BARAJAS, HILO	2,577.20	0.00
Z62564	0	11/14/2025	BLO01	BLOCK JR, DELBERT R	2,456.00	0.00
Z62565	0	11/14/2025	BRY02	BRYAN, JOHN E.	3,631.10	0.00
Z62566	0	11/14/2025	COR02	CORTEZ, JUAN M.	3,182.10	0.00
Z62567	0	11/14/2025	DEL03	DE LA CRUZ, MARIBEL	4,407.07	0.00
Z62568	0	11/14/2025	DIA01	DIAZ II, NAPOLEON W.	3,736.36	0.00
Z62569	0	11/14/2025	ESC04	ESCOBEDO, NICHOLAS J	2,706.00	0.00
Z62570	0	11/14/2025	GEL01	GELUZ, GEMMA V.	3,430.17	0.00
Z62571	0	11/14/2025	HER01	HERROD, JAMES A.	5,665.08	0.00
Z62572	0	11/14/2025	LEE06	LEE, RACHEL C	1,554.05	0.00
Z62573	0	11/14/2025	LOZ01	LOZANO, NICODEMUS G	5,619.38	0.00
Z62574	0	11/14/2025	ORT03	ORTIZ GARCIA, JOSE O	2,327.20	0.00
Z62575	0	11/14/2025	PEC01	PECH, LUIS	2,327.20	0.00
Z62576	0	11/14/2025	PER04	PERGAMIT, MICHAEL W	2,861.34	0.00
Z62577	0	11/14/2025	ROB05	ROBLES CASTI, JUAN D	2,589.20	0.00
Z62578	0	11/14/2025	SAL03	SALT, TEVITA VAEA P	4,241.86	0.00
Z62579	0	11/14/2025	SAM02	SAMO, JERAMY J.	4,713.40	0.00
Z62580	0	11/14/2025	SIF01	SIFUENTES, JONATHAN	1,777.71	0.00
Z62581	0	11/14/2025	SIL01	SILVA ZAMORA, BRAYAN O	2,829.60	0.00
Z62582	0	11/14/2025	VAN00	VANG, CHAO C	2,628.00	0.00
Z62583	0	11/14/2025	VUE01	VUE, NOUAE A	9,385.41	0.00
Z62584	0	11/14/2025	YAN01	YANG, GE H	2,807.20	0.00
Z62585	0	11/14/2025	ALL01	ALLEN, RYAN D	2,916.31	0.00
Z62586	0	11/14/2025	ALV01	ALVAREZ, SANTINO A	792.00	0.00
Z62587	0	11/14/2025	ARA00	ARANIEGO, CIARA	1,080.67	0.00

Z62588	0	11/14/2025	CLA01	CLARK, TRENTON J	741.60	0.00
Z62589	0	11/14/2025	CLO01	CLOUD, LEILA I	765.00	0.00
Z62590	0	11/14/2025	COL02	COLLINS, JAMIR R	891.00	0.00
Z62591	0	11/14/2025	COR05	CORTES, CRISTIAN A	400.50	0.00
Z62592	0	11/14/2025	DOW01	DOWNEY, JEFFREY D	3,983.62	0.00
Z62593	0	11/14/2025	DUM02	DUMALAG, GIZELLE ANNE	2,475.20	0.00
Z62594	0	11/14/2025	ESP02	ESPERANZA-IB, TRISTAN M	682.83	0.00
Z62595	0	11/14/2025	FLO02	FLORES, GLADIS	378.00	0.00
Z62596	0	11/14/2025	FRI01	FRIAS RICO, MARYFLOR	158.40	0.00
Z62597	0	11/14/2025	GAR04	GARCIA, VERONICA	288.00	0.00
Z62598	0	11/14/2025	GAT01	GATMEN, JOSEPH J	3,831.72	0.00
Z62599	0	11/14/2025	GID02	GIDDINGS, KAMANI	1,125.00	0.00
Z62600	0	11/14/2025	HAT01	HATTEN, KAREN S.	243.53	0.00
Z62601	0	11/14/2025	HUL01	HULL, JANET	7,215.23	0.00
Z62602	0	11/14/2025	JAC01	JACKSON, TRISTAN K	912.45	0.00
Z62603	0	11/14/2025	JON03	JONES, JANINE S	782.10	0.00
Z62604	0	11/14/2025	KIN02	KING, KATHLEEN S	3,174.14	0.00
Z62605	0	11/14/2025	LIN02	LINCOLN-BERR, SOLANGE	988.92	0.00
Z62606	0	11/14/2025	LOP04	LOPEZ, VANESSA A	1,312.16	0.00
Z62607	0	11/14/2025	LUN03	LUNA, OSCAR N	1,111.26	0.00
Z62608	0	11/14/2025	MCH01	MCHENRY, HAYLEY J	3,569.24	0.00
Z62609	0	11/14/2025	MOR01	MORA, MARVIN J	4,612.09	0.00
Z62610	0	11/14/2025	NAV00	NAVARRO, MIKAYLA R	200.55	0.00
Z62611	0	11/14/2025	PAN01	PANTOJA, FERNANDO J	1,635.59	0.00
Z62612	0	11/14/2025	PIC02	PICKERING, KAILEY I	1,261.69	0.00
Z62613	0	11/14/2025	POR01	PORTER, TAI R	1,357.02	0.00
Z62614	0	11/14/2025	RAM02	RAMIREZ, CHRISTOPHER A	129.78	0.00
Z62615	0	11/14/2025	RAN01	RANSOM, ADRIANNA C	1,018.99	0.00
Z62616	0	11/14/2025	SAE02	SAEED, MOHAMED	825.03	0.00
Z62617	0	11/14/2025	SAL06	SALCEDA, BEYONCE O	886.05	0.00
Z62618	0	11/14/2025	SAL08	SALCEDA, KRISTINE	630.00	0.00
Z62619	0	11/14/2025	SAN09	SANTOS, ASHLEY D	724.85	0.00
Z62620	0	11/14/2025	SCR01	SCRIVNER, MARINA H	639.00	0.00
Z62621	0	11/14/2025	SIN01	SINGLEY, JUSTEEN K	2,645.07	0.00
Z62622	0	11/14/2025	STE05	STEPHENS, HANNA D	108.00	0.00
Z62623	0	11/14/2025	TAT01	TATNEY-MORRI, MONICA L	814.14	0.00
Z62624	0	11/14/2025	TAY02	TAYLOR, AMIA C	486.00	0.00
Z62625	0	11/14/2025	TKA01	TKACZ, OLIVIA F	1,024.24	0.00
Z62626	0	11/14/2025	VIL01	VILLANUEVA, TREVOR A	1,447.69	0.00
Z62627	0	11/14/2025	WAG01	WAGNER, LUKAS P	432.00	0.00
Z62628	0	11/14/2025	WAL01	WALTHOUR, JANELLE A	76.50	0.00
Z62629	0	11/14/2025	WHA01	WHALEY, JUDE	541.01	0.00
Z62630	0	11/26/2025	BER03	BERMUDEZ, JIM	9,333.47	0.00
Z62631	0	11/26/2025	ELM01	ELM, MICHAEL L	2,854.34	0.00
Z62632	0	11/26/2025	MER01	MERCADO-MART, GLORIA	3,121.04	0.00
Z62633	0	11/26/2025	PEN01	PENLAND, CHRISTINA Y	8,471.90	0.00
Z62634	0	11/26/2025	PRE01	PREBULA, BRET T	11,399.19	0.00
Z62635	0	11/26/2025	VAS01	VASQUEZ, BIANCA M	2,877.60	0.00
Z62636	0	11/26/2025	CAP01	CAPERTON, RICKY	8,320.10	0.00
Z62637	0	11/26/2025	KEA02	KEARNS, JOHN T.	5,516.35	0.00
Z62638	0	11/26/2025	WOO02	WOODEN, APRIL E	2,080.00	0.00
Z62639	0	11/26/2025	DAW02	DAWSON, JENALEE M	985.52	0.00
Z62640	0	11/26/2025	HER00	HERNANDEZ, ALMA R	514.74	0.00
Z62641	0	11/26/2025	SHE02	SHEPHERD, PARISE S	497.24	0.00
Z62642	0	11/26/2025	SKI02	SKINNER, ANITA L	532.29	0.00

Z62643	0	11/26/2025	TEW01	TEWARI, VINAY P	197.64	0.00
Z62644	0	11/26/2025	WAS02	WASHINGTON, PRINCESS K	985.52	0.00
Z62645	0	11/26/2025	COR03	CORRALES, SHERRI L.	3,085.84	0.00
Z62646	0	11/26/2025	DAN01	DANIEL, ROBERTA J.	3,884.86	0.00
Z62647	0	11/26/2025	DEO01	DEOL, LAKHWINDER K	8,547.80	0.00
Z62648	0	11/26/2025	DUM01	DUM, AMANDA	4,335.16	0.00
Z62649	0	11/26/2025	LIT01	LITTLES, DIANA A.	4,453.64	0.00
Z62650	0	11/26/2025	LOP05	LOPEZ, CHRISTIAN G	2,933.64	0.00
Z62651	0	11/26/2025	LUN01	LUNA, ELIZABETH N.	6,457.99	0.00
Z62652	0	11/26/2025	3-Mar	MARTIN, SHERRON L.	3,271.28	0.00
Z62653	0	11/26/2025	ROM03	ROMERO, MARIA L	2,831.30	0.00
Z62654	0	11/26/2025	TOD02	TODD, KATIE A	2,603.20	0.00
Z62655	0	11/26/2025	VAL01	VALDE, JASON D	3,580.18	0.00
Z62656	0	11/26/2025	BER00	BERGINNIS, AIDAN L	280.00	0.00
Z62657	0	11/26/2025	BRA05	BRASSFIELD, JASON C	10,432.81	0.00
Z62658	0	11/26/2025	COL01	COLIN, JOSE L	6,610.32	0.00
Z62659	0	11/26/2025	DAN02	DANNER, JOSHUA S	2,513.56	0.00
Z62660	0	11/26/2025	DEL04	DE LOA, MATEO	560.00	0.00
Z62661	0	11/26/2025	DUC01	DUCHSCHER, JUSTIN M	6,035.87	0.00
Z62662	0	11/26/2025	ESP00	ESPARZA, RYAN J	5,974.93	0.00
Z62663	0	11/26/2025	FAR01	FARRELL, ANDREW L	4,444.26	0.00
Z62664	0	11/26/2025	HEL01	HELTON, JACOB T	6,010.52	0.00
Z62665	0	11/26/2025	KEG01	KEGLE, ANDREW D	7,722.03	0.00
Z62666	0	11/26/2025	LEM01	LEMING, AARON P	5,632.29	0.00
Z62667	0	11/26/2025	LOP03	LOPEZ, BRAD L	8,494.13	0.00
Z62668	0	11/26/2025	LUJ01	LUJAN, CHRISTOPHER J	5,822.84	0.00
Z62669	0	11/26/2025	15-Mar	MARTIN, DEAN R	12,253.16	0.00
Z62670	0	11/26/2025	REN01	RENUCCI, GREG M	7,137.36	0.00
Z62671	0	11/26/2025	RIV03	RIVERA, LUIS R	4,615.99	0.00
Z62672	0	11/26/2025	SOT02	SOTO-POMEROY, FRANCISCO J	11,444.27	0.00
Z62673	0	11/26/2025	TAY04	TAYLOR JR, TIMOTHY D	140.00	0.00
Z62674	0	11/26/2025	VAN01	VANDER MEER, JASON S	5,060.26	0.00
Z62675	0	11/26/2025	ZUN02	ZUNINO, MICHELLE E.	3,328.42	0.00
Z62676	0	11/26/2025	GOL03	GOLTIAO, JASON R	5,284.26	0.00
Z62677	0	11/26/2025	LOP00	LOPEZ-DE LOA, BELTHZABEL	3,145.60	0.00
Z62678	0	11/26/2025	MUN01	MUNOZ, MARIA L	3,395.60	0.00
Z62679	0	11/26/2025	ROB03	ROBERTS, ROWLAND H.	7,772.46	0.00
Z62680	0	11/26/2025	ABD01	ABDELAZIZ, SHARIF S	5,436.95	0.00
Z62681	0	11/26/2025	ALE01	ALEXANDER, HALEY C	9,575.85	0.00
Z62682	0	11/26/2025	BUT01	BUTTS, RONALD	2,916.92	0.00
Z62683	0	11/26/2025	CAM02	CAMIGI, TYLER J	7,452.56	0.00
Z62684	0	11/26/2025	CAN02	CANGCO, ALVIN J	5,048.27	0.00
Z62685	0	11/26/2025	CAR08	CARDINALLI, MARK S	4,650.17	0.00
Z62686	0	11/26/2025	CAR06	CARLOCK, LISA A.	7,216.94	0.00
Z62687	0	11/26/2025	COL03	COLLINS, TAYLOR	3,599.73	0.00
Z62688	0	11/26/2025	CON05	CONAMA, TIFFANY N	5,016.05	0.00
Z62689	0	11/26/2025	COO01	COOK, BRANDI	3,505.20	0.00
Z62690	0	11/26/2025	DEM03	DEMELLO, RYAN A	7,748.96	0.00
Z62691	0	11/26/2025	DOO01	DOOLEY, CHRISTOPHER J	7,669.38	0.00
Z62692	0	11/26/2025	FIE01	FIERRO, ALEXANDER	4,980.97	0.00
Z62693	0	11/26/2025	FLO00	FLORES, AISHA	6,309.68	0.00
Z62694	0	11/26/2025	GAL04	GALLEGOS-ARE, NOE	5,829.41	0.00
Z62695	0	11/26/2025	HEA01	HEALY, DANIEL J.	8,466.81	0.00
Z62696	0	11/26/2025	HEI03	HEINE, SCOTT J	10,755.68	0.00
Z62697	0	11/26/2025	HEN02	HENDERSON, JEFF T.	8,492.80	0.00

Z62698	0	11/26/2025	KEN02	KENT, AMBER M.	6,168.82	0.00
Z62699	0	11/26/2025	KEN03	KENT, EMILY M	2,677.42	0.00
Z62700	0	11/26/2025	KHA01	KHANTIGNA, FRANKIE	4,880.86	0.00
Z62701	0	11/26/2025	KIN00	KING, CAMRYN R	3,402.10	0.00
Z62702	0	11/26/2025	LAZ00	LAZARO, JULIA M	9,719.60	0.00
Z62703	0	11/26/2025	LEH01	LE, HOANG D	4,496.76	0.00
Z62704	0	11/26/2025	LET01	LETTERMAN, THOMAS	7,112.17	0.00
Z62705	0	11/26/2025	LOM01	LOMBARD, TIFFANEY	5,664.65	0.00
Z62706	0	11/26/2025	18-Mar	MARQUITZ, BRIANNA D	3,348.64	0.00
Z62707	0	11/26/2025	19-Mar	MARTINEZ, CAROLANN E	2,846.62	0.00
Z62708	0	11/26/2025	MER02	MERICAL, PATRICIA	2,846.62	0.00
Z62709	0	11/26/2025	MUR00	MURPHY, HAYLEY A	2,101.82	0.00
Z62710	0	11/26/2025	NER01	NERI, SIGFRED D	10,045.67	0.00
Z62711	0	11/26/2025	OKO01	OKODOGBE, NICHOLAS	4,591.32	0.00
Z62712	0	11/26/2025	OLS02	OLSEN, JAMES C	11,999.85	0.00
Z62713	0	11/26/2025	ROB00	ROBINSON, KARA C	4,510.97	0.00
Z62714	0	11/26/2025	ROT01	ROTH, AARON C	11,246.65	0.00
Z62715	0	11/26/2025	SAG01	SAGAMI, ANNE	5,220.13	0.00
Z62716	0	11/26/2025	SEL01	SELBY, KAYLEY E	5,016.05	0.00
Z62717	0	11/26/2025	SHI01	SHING-CHUN, HARRISON	6,352.87	0.00
Z62718	0	11/26/2025	SZM02	SZMURLO, ROBERT	1,632.80	0.00
Z62719	0	11/26/2025	TRA01	TRAN, JOSHUA	3,849.88	0.00
Z62720	0	11/26/2025	VER02	VERA, ERIC	6,292.85	0.00
Z62721	0	11/26/2025	WAD01	WADDELL, ANEKKA S	2,477.42	0.00
Z62722	0	11/26/2025	ZAR01	ZARAGOZA, ERNESTO Z	5,615.40	0.00
Z62723	0	11/26/2025	BAR05	BARAJAS, HILO	2,577.20	0.00
Z62724	0	11/26/2025	BLO01	BLOCK JR, DELBERT R	2,456.00	0.00
Z62725	0	11/26/2025	BRY02	BRYAN, JOHN E.	3,631.10	0.00
Z62726	0	11/26/2025	COR02	CORTEZ, JUAN M.	3,182.10	0.00
Z62727	0	11/26/2025	DEL03	DE LA CRUZ, MARIBEL	4,407.07	0.00
Z62728	0	11/26/2025	DIA01	DIAZ II, NAPOLEON W.	5,661.01	0.00
Z62729	0	11/26/2025	ESC04	ESCOBEDO, NICHOLAS J	2,706.00	0.00
Z62730	0	11/26/2025	GEL01	GELUZ, GEMMA V.	3,430.17	0.00
Z62731	0	11/26/2025	HER01	HERROD, JAMES A.	6,593.01	0.00
Z62732	0	11/26/2025	LEE06	LEE, RACHEL C	1,554.05	0.00
Z62733	0	11/26/2025	LOZ01	LOZANO, NICODEMUS G	5,619.38	0.00
Z62734	0	11/26/2025	ORT03	ORTIZ GARCIA, JOSE O	2,327.20	0.00
Z62735	0	11/26/2025	PEC01	PECH, LUIS	2,327.20	0.00
Z62736	0	11/26/2025	PER04	PERGAMIT, MICHAEL W	2,861.34	0.00
Z62737	0	11/26/2025	ROB05	ROBLES CASTI, JUAN D	2,589.20	0.00
Z62738	0	11/26/2025	SAL03	SALT, TEVITA VAEA P	3,078.40	0.00
Z62739	0	11/26/2025	SAM02	SAMO, JERAMY J.	3,572.56	0.00
Z62740	0	11/26/2025	SIF01	SIFUENTES, JONATHAN	1,777.71	0.00
Z62741	0	11/26/2025	SIL01	SILVA ZAMORA, BRAYAN O	2,829.60	0.00
Z62742	0	11/26/2025	VAN00	VANG, CHAO C	2,628.00	0.00
Z62743	0	11/26/2025	VUE01	VUE, NOUAE A	9,385.41	0.00
Z62744	0	11/26/2025	YAN01	YANG, GE H	2,807.20	0.00
Z62745	0	11/26/2025	ALL01	ALLEN, RYAN D	3,334.37	0.00
Z62746	0	11/26/2025	ALV01	ALVAREZ, SANTINO A	873.00	0.00
Z62747	0	11/26/2025	ARA00	ARANIEGO, CIARA	907.36	0.00
Z62748	0	11/26/2025	CLA01	CLARK, TRENTON J	713.79	0.00
Z62749	0	11/26/2025	CLO01	CLOUD, LEILA I	418.50	0.00
Z62750	0	11/26/2025	COL02	COLLINS, JAMIR R	954.00	0.00
Z62751	0	11/26/2025	COR05	CORTES, CRISTIAN A	414.00	0.00
Z62752	0	11/26/2025	DOW01	DOWNEY, JEFFREY D	4,929.98	0.00

Z62753	0	11/26/2025	DUM02	DUMALAG, GIZELLE ANNE	2,475.20	0.00
Z62754	0	11/26/2025	ESP02	ESPERANZA-IB, TRISTAN M	682.83	0.00
Z62755	0	11/26/2025	FLO02	FLORES, GLADIS	324.00	0.00
Z62756	0	11/26/2025	FRI01	FRIAS RICO, MARYFLOR	415.80	0.00
Z62757	0	11/26/2025	GAT01	GATMEN, JOSEPH J	4,739.81	0.00
Z62758	0	11/26/2025	GID02	GIDDINGS, KAMANI	1,092.52	0.00
Z62759	0	11/26/2025	HAT01	HATTEN, KAREN S.	339.03	0.00
Z62760	0	11/26/2025	HUL01	HULL, JANET	7,215.23	0.00
Z62761	0	11/26/2025	JAC01	JACKSON, TRISTAN K	1,157.13	0.00
Z62762	0	11/26/2025	JON03	JONES, JANINE S	618.75	0.00
Z62763	0	11/26/2025	KIN02	KING, KATHLEEN S	3,174.14	0.00
Z62764	0	11/26/2025	LIN02	LINCOLN-BERR, SOLANGE	820.70	0.00
Z62765	0	11/26/2025	LOP04	LOPEZ, VANESSA A	1,155.15	0.00
Z62766	0	11/26/2025	LUN03	LUNA, OSCAR N	922.65	0.00
Z62767	0	11/26/2025	MCH01	MCHENRY, HAYLEY J	4,030.37	0.00
Z62768	0	11/26/2025	MOR01	MORA, MARVIN J	4,612.09	0.00
Z62769	0	11/26/2025	PAN01	PANTOJA, FERNANDO J	1,768.20	0.00
Z62770	0	11/26/2025	PIC02	PICKERING, KAILEY I	1,188.79	0.00
Z62771	0	11/26/2025	POR01	PORTER, TAI R	1,205.61	0.00
Z62772	0	11/26/2025	RAN01	RANSOM, ADRIANNA C	997.98	0.00
Z62773	0	11/26/2025	SAE02	SAEED, MOHAMED	482.04	0.00
Z62774	0	11/26/2025	SAL06	SALCEDA, BEYONCE O	787.05	0.00
Z62775	0	11/26/2025	SAL08	SALCEDA, KRISTINE	486.00	0.00
Z62776	0	11/26/2025	SAN09	SANTOS, ASHLEY D	604.04	0.00
Z62777	0	11/26/2025	SCR01	SCRIVNER, MARINA H	576.00	0.00
Z62778	0	11/26/2025	SIN01	SINGLEY, JUSTEEN K	2,549.46	0.00
Z62779	0	11/26/2025	TAT01	TATNEY-MORRI, MONICA L	630.30	0.00
Z62780	0	11/26/2025	TAY02	TAYLOR, AMIA C	342.00	0.00
Z62781	0	11/26/2025	TKA01	TKACZ, OLIVIA F	1,118.78	0.00
Z62782	0	11/26/2025	VIL01	VILLANUEVA, TREVOR A	1,471.75	0.00
Z62783	0	11/26/2025	WAG01	WAGNER, LUKAS P	360.00	0.00
Z62784	0	11/26/2025	WHA01	WHALEY, JUDE	541.01	0.00
						29,900.11

FINANCE DEPARTMENT

City of Suisun City, 701 Civic Center Blvd, Suisun, CA 94585
Telephone (707) 421-7320 Fax (707) 421-7366

MEMORANDUM

DATE: December 10, 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

November 2025

Total for GENERAL FUND & OTHER A/P $10,717,565.70

SUISUN CITY, CA

Check Report

By Check Number

Date Range: 11/01/2025 - 11/30/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: WestAmerica Bank-General Checking Account						
AMA00	AMAZON CAPITAL SERVICES	11/07/2025	EFT	0.00	1,357.86	908
KIN15	ANISA KINSEY	11/07/2025	EFT	0.00	828.00	909
ATH05	ATHENS INSURANCE SERVICE,	11/07/2025	EFT	0.00	2,673.00	910
V00396	CHRISTINA PENLAND	11/07/2025	EFT	0.00	2,024.33	911
HAT00	DONALD HATTALA	11/07/2025	EFT	0.00	1,404.00	912
KOC00	JANICE K. KOCH	11/07/2025	EFT	0.00	200.00	913
V00591	MEGAN LYNN SMITH	11/07/2025	EFT	0.00	600.00	914
NAP10	NAPA-SOLANO SANE/SART	11/07/2025	EFT	0.00	2,300.00	915
V00554	OHAWAIIFORNIA LLC	11/07/2025	EFT	0.00	400.00	916
AMP00	ROBERT BELL SR.	11/07/2025	EFT	0.00	2,941.50	917
V00710	SHELDON SECURITY SERVICES INC	11/07/2025	EFT	0.00	500.00	918
WEX00	WEX INC	11/07/2025	EFT	0.00	18,275.70	919
AMA00	AMAZON CAPITAL SERVICES	11/17/2025	EFT	0.00	1,673.92	920
ATH04	ATHENS INSURANCE SERVICE,	11/17/2025	EFT	0.00	39,591.93	921
CHAVX	CHAPLIN AND HILL INVESTIG	11/17/2025	EFT	0.00	5,970.73	922
LOP06	DEBORAH FAYE LOPEZ	11/17/2025	EFT	0.00	2,036.00	923
V00798	EMP SHIELD, INC.	11/17/2025	EFT	0.00	24,498.56	924
V00413	OPTIMIZED INVESTMENT PARTNERS LLC	11/17/2025	EFT	0.00	2,813.11	925
PIT07	PURCHASE POWER	11/17/2025	EFT	0.00	2,000.00	926
AMA00	AMAZON CAPITAL SERVICES	11/21/2025	EFT	0.00	11,395.38	927
DOO02	DOOLEY ENTERPRISES, INC.	11/21/2025	EFT	0.00	17,717.00	928
V00536	RICHARDS, WATSON & GERSHON	11/21/2025	EFT	0.00	76,948.73	929
COR16	US BANK	11/25/2025	EFT	0.00	46,444.96	930
ALA03	ALAMEDA CO SHERIFF'S OFFICE	11/28/2025	EFT	0.00	324.00	945
AMA00	AMAZON CAPITAL SERVICES	11/28/2025	EFT	0.00	6,222.93	946
V00821	SPRINTURF, LLC	11/28/2025	EFT	0.00	474,813.75	947
ALA02	ALAMEDA ELECTRICAL DISTRI	11/07/2025	Regular	0.00	51.71	157770
V00809	ALICIA HARVEY	11/07/2025	Regular	0.00	434.00	157771
AT&11	AT&T	11/07/2025	Regular	0.00	121.58	157772
AT&18	AT&T-1714, 7335	11/07/2025	Regular	0.00	381.70	157773
AXO00	AXON ENTERPRISES, INC.	11/07/2025	Regular	0.00	3,284.79	157774
BRA30	BRADY COMPANIES, LLC	11/07/2025	Regular	0.00	340.56	157775
CALI9	CALIFORNIA CHAMBER OF COM	11/07/2025	Regular	0.00	428.01	157776
CIN01	CINTAS CORPORATION #2	11/07/2025	Regular	0.00	26.90	157777
COL43	COLLICUTT SERVICES, INC.	11/07/2025	Regular	0.00	1,048.12	157778
COM48	COMCAST	11/07/2025	Regular	0.00	158.67	157779
V00150	CORETTA GRAYSON	11/07/2025	Regular	0.00	221.00	157780
DAI01	DAILY REPUBLIC	11/07/2025	Regular	0.00	4,500.00	157781
HEA09	DAN HEALY	11/07/2025	Regular	0.00	305.25	157782
V00555	DAVID GONZALEZ	11/07/2025	Regular	0.00	184.00	157783
DEL11	DELL MARKETING L P	11/07/2025	Regular	0.00	2,462.95	157784
DEP25	DEPARTMENT OF JUSTICE	11/07/2025	Regular	0.00	416.00	157785
V00812	EMBZONE GROUP INC	11/07/2025	Regular	0.00	3,211.95	157786
FIR26	FIRST VANGUARD RENTALS &	11/07/2025	Regular	0.00	3,425.75	157787
GRN00	GRN VLY ALOHA SAW & MOWER	11/07/2025	Regular	0.00	1,079.25	157788
HDL02	HDL COREN & CONE	11/07/2025	Regular	0.00	4,196.58	157789
HOM15	HOME DEPOT	11/07/2025	Regular	0.00	65.04	157790
HOM12	HOME DEPOT CREDIT SERVICE	11/07/2025	Regular	0.00	92.22	157791
HOR06	HORIZON	11/07/2025	Regular	0.00	381.25	157792
V00562	JOE A GONZALVES & SON	11/07/2025	Regular	0.00	18,000.00	157793
ACE04	JOSEFINA EDITH ACEVEDO	11/07/2025	Regular	0.00	600.00	157794
V00808	JUDE WHALEY	11/07/2025	Regular	0.00	29.43	157795
V00493	LAMARDREONA WILLIAMS	11/07/2025	Regular	0.00	960.00	157796
V00493	LAMARDREONA WILLIAMS	11/07/2025	Regular	0.00	-960.00	157796

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
V00785	LATIN LANGUAGE SOLUTIONS, LLC	11/07/2025	Regular	0.00	450.00	157797
LES03	LES SCHWAB TIRE CENTER	11/07/2025	Regular	0.00	926.73	157798
CUR02	LN CURTIS & SONS	11/07/2025	Regular	0.00	87.18	157799
CLE11	MARK A. CLEMENTI, Ph.D.	11/07/2025	Regular	0.00	844.00	157800
MEL13	MELTON DESIGN GROUP, INC	11/07/2025	Regular	0.00	11,120.00	157801
NBS01	NBS GOVT FINANCE GROUP	11/07/2025	Regular	0.00	2,921.75	157802
NUT02	NUTRIEN AG SOLUTIONS, INC	11/07/2025	Regular	0.00	20,312.90	157803
V00351	OPENGOV INC	11/07/2025	Regular	0.00	23,214.02	157804
V00238	PARTNERS PERSONNEL MANAGEMENT SVCS LL	11/07/2025	Regular	0.00	1,051.25	157805
V00567	PCS MARINE CONSTRUCTION INC.	11/07/2025	Regular	0.00	2,500.00	157806
PG&01	PG&E	11/07/2025	Regular	0.00	5,576.73	157807
PIT11	PIT STOP AUTO REPAIR	11/07/2025	Regular	0.00	530.88	157808
RAM09	RAMOS OIL COMPANY, INC	11/07/2025	Regular	0.00	447.10	157809
V00811	SEA-WESTERN, INC.	11/07/2025	Regular	0.00	1,456.13	157810
SEC02	SECURITY CONTRACTORS SERV	11/07/2025	Regular	0.00	503.13	157811
SER11	SERVPRO OF VACAVILLE	11/07/2025	Regular	0.00	350.00	157812
SPE22	SPEAKWRITE LLC	11/07/2025	Regular	0.00	80.47	157813
V00810	TANYA GUTTIEREZ	11/07/2025	Regular	0.00	445.00	157814
V00769	THE DESK, LLC	11/07/2025	Regular	0.00	1,550.00	157815
V00479	THE HALLE GROUP LLC	11/07/2025	Regular	0.00	1,737.50	157816
VIL09	TREVOR VILLANUEVA	11/07/2025	Regular	0.00	32.28	157817
V00529	TRIPEPI SMITH AND ASSOCIATES, INC.	11/07/2025	Regular	0.00	6,434.25	157818
TWI00	TWIN CITY STEPPERS	11/07/2025	Regular	0.00	660.00	157819
USB03	U S BANK	11/07/2025	Regular	0.00	1,000.00	157820
VAC19	VACAVILLE TRAILER SALES, INC	11/07/2025	Regular	0.00	1,360.87	157821
V00382	VESTIS GROUP INC	11/07/2025	Regular	0.00	134.94	157822
V00814	ACWA	11/14/2025	Regular	0.00	21,320.00	157824
ALK01	ALKAR	11/14/2025	Regular	0.00	6,729.08	157825
V00813	ARKANCE USA LLC	11/14/2025	Regular	0.00	840.00	157826
ASS06	ASSISTANCE PLUS	11/14/2025	Regular	0.00	5,285.25	157827
AT&11	AT&T	11/14/2025	Regular	0.00	61.26	157828
V00360	BBP ADMIN	11/14/2025	Regular	0.00	74.10	157829
CALD0	CALIFORNIA HWY ADOPTION C	11/14/2025	Regular	0.00	320.00	157830
CIN01	CINTAS CORPORATION #2	11/14/2025	Regular	0.00	1,850.12	157831
V00639	CITY OF FAIRFIELD	11/14/2025	Regular	0.00	20,326.94	157832
COM59	COMCAST	11/14/2025	Regular	0.00	1,578.43	157833
V00768	COMCAST BUSINESS	11/14/2025	Regular	0.00	485.98	157834
CUL04	CULLIGAN OF SACRAMENTO	11/14/2025	Regular	0.00	98.90	157835
DAI01	DAILY REPUBLIC	11/14/2025	Regular	0.00	650.00	157836
DEL68	DELL FINANCIAL SVCS LLC	11/14/2025	Regular	0.00	716.35	157837
DEL11	DELL MARKETING L P	11/14/2025	Regular	0.00	973.14	157838
DKS00	DKS ASSOCIATES	11/14/2025	Regular	0.00	14,940.00	157839
V00292	FIRE PROTECTION PUBLICATIONS	11/14/2025	Regular	0.00	1,200.00	157840
INH00	IN HOUSE LEASING, INCORPO	11/14/2025	Regular	0.00	4,000.86	157841
V00689	INSITUFORM TECHNOLOGIES, LLC.	11/14/2025	Regular	0.00	49,701.41	157842
RAM25	J RAMIREZ TOWING	11/14/2025	Regular	0.00	300.00	157843
CALG7	J.J.R. ENTERPRISES, INC	11/14/2025	Regular	0.00	1,998.48	157844
JCN01	JC NELSON SUPPLY CO	11/14/2025	Regular	0.00	656.71	157845
V00562	JOE A GONZALVES & SON	11/14/2025	Regular	0.00	4,000.00	157846
ACE04	JOSEFINA EDITH ACEVEDO	11/14/2025	Regular	0.00	1,695.00	157847
IMA00	LAURA L HUGHES	11/14/2025	Regular	0.00	500.00	157848
LES03	LES SCHWAB TIRE CENTER	11/14/2025	Regular	0.00	8,720.25	157849
LEX04	LEXISNEXIS COPLOGIC SOLUT	11/14/2025	Regular	0.00	1,018.46	157850
LIF01	LIFE-ASSIST INC	11/14/2025	Regular	0.00	255.35	157851
V00114	MARINA LANDSCAPE, INC.	11/14/2025	Regular	0.00	89,403.66	157852
MCKREC	MCKENZIE HARDWARE	11/14/2025	Regular	0.00	319.83	157853
MCKBLD	MCKENZIE HARDWARE/2	11/14/2025	Regular	0.00	253.67	157854
MCFIRE	MCKENZIE HARDWARE-2	11/14/2025	Regular	0.00	841.13	157855
MCKMAR	MCKENZIE HARDWARE-M	11/14/2025	Regular	0.00	61.72	157856
MCKPD	MCKENZIE HARDWARE-PD	11/14/2025	Regular	0.00	119.32	157857
V00663	MISSION SAMOA INC.	11/14/2025	Regular	0.00	4,853.00	157858

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
NOR51	NORTH BAY TRUCK CENTER	11/14/2025	Regular	0.00	2,336.57	157859
V00238	PARTNERS PERSONNEL MANAGEMENT SVCS LL	11/14/2025	Regular	0.00	1,051.25	157860
RAM09	RAMOS OIL COMPANY, INC	11/14/2025	Regular	0.00	199.75	157861
SHM00	SH MECHANICAL INC	11/14/2025	Regular	0.00	1,926.33	157862
V00361	SHAW HR CONSULTING INC	11/14/2025	Regular	0.00	1,200.00	157863
SHE14	SHERWIN WILLIAMS	11/14/2025	Regular	0.00	340.96	157864
SOL60	SOLANO COUNTY SHERIFFS	11/14/2025	Regular	0.00	404,771.00	157865
SOLG4	SOLANO DIVERSIFIED SERVIC	11/14/2025	Regular	0.00	2,099.00	157866
STA59	STATEWIDE SAFETY & SIGNS,	11/14/2025	Regular	0.00	311.79	157867
SUP07	SUPERIOR BUILDING SERVICE	11/14/2025	Regular	0.00	8,450.00	157868
TRO01	THE TROPHY FACTORY	11/14/2025	Regular	0.00	431.17	157869
TRA25	TRACE ANALYTICS, INC	11/14/2025	Regular	0.00	771.00	157870
V00531	TRACTOR SUPPLY CREDIT PLAN	11/14/2025	Regular	0.00	288.51	157871
V00529	TRIPEPI SMITH AND ASSOCIATES, INC.	11/14/2025	Regular	0.00	10,675.41	157872
WAL32	WALKUP INVESTIGATIONS	11/14/2025	Regular	0.00	4,000.00	157873
5ST00	5 STAR DETAIL & WASH INC.	11/21/2025	Regular	0.00	100.76	157874
AAA04	AAA VINTAGE GASSES, INC.	11/21/2025	Regular	0.00	58.00	157875
AIR10	AIRGAS USA, LLC	11/21/2025	Regular	0.00	325.44	157876
ALA06	ALARMTECH SECURITY SYSTEM	11/21/2025	Regular	0.00	424.00	157877
ALK01	ALKAR	11/21/2025	Regular	0.00	4,519.80	157878
AT&11	AT&T	11/21/2025	Regular	0.00	1,776.50	157879
AT&16	AT&T	11/21/2025	Regular	0.00	4,810.86	157880
V00817	CHRISTMAS DESIGNERS.COM LLC	11/21/2025	Regular	0.00	34,990.93	157881
CIN01	CINTAS CORPORATION #2	11/21/2025	Regular	0.00	670.35	157882
CIT05	CITY OF FAIRFIELD	11/21/2025	Regular	0.00	2,883.00	157883
CIT06	CITY OF FAIRFIELD	11/21/2025	Regular	0.00	15,889.86	157884
CIV02	CIVICPLUS, LLC.	11/21/2025	Regular	0.00	4,617.27	157885
DKS00	DKS ASSOCIATES	11/21/2025	Regular	0.00	1,806.17	157886
V00665	DOKKEN ENGINEERING	11/21/2025	Regular	0.00	1,110.00	157887
KYT00	DWAYNE O. KYTE	11/21/2025	Regular	0.00	75.00	157888
FAD00	FAD-ENGELL COMPANY, LLC	11/21/2025	Regular	0.00	200.00	157889
GRN00	GRN VLY ALOHA SAW & MOWER	11/21/2025	Regular	0.00	249.65	157890
V00611	HAYLEY MURPHY	11/21/2025	Regular	0.00	178.00	157891
INF03	INFINITY TECHNOLOGIES	11/21/2025	Regular	0.00	3,525.00	157892
RAM25	J RAMIREZ TOWING	11/21/2025	Regular	0.00	125.00	157893
KSN00	KJELDSEN, SINNOCK & NEUDE	11/21/2025	Regular	0.00	25,395.74	157894
V00754	KOSMONT REAL ESTATE SERVICES	11/21/2025	Regular	0.00	3,962.10	157895
V00816	LES SCHWAB TIRE CTR	11/21/2025	Regular	0.00	350.23	157896
LIF01	LIFE-ASSIST INC	11/21/2025	Regular	0.00	217.39	157897
LIN11	LINDE GAS & EQUIPMENT, IN	11/21/2025	Regular	0.00	180.86	157898
MUR14	MARIA MURALLO	11/21/2025	Regular	0.00	435.00	157899
MCKPW	MCKENZIE HARDWARE-PW	11/21/2025	Regular	0.00	1,397.12	157900
V00819	MICHAEL PERGAMIT	11/21/2025	Regular	0.00	288.95	157902
V00815	MONICA CEDILLOS	11/21/2025	Regular	0.00	445.00	157903
MOT06	MOTOROLA SOLUTIONS CREDIT	11/21/2025	Regular	0.00	90,595.41	157904
V00463	MOTOROLA SOLUTIONS, INC.	11/21/2025	Regular	0.00	30,851.73	157905
NOR42	NORTHBAY HEALTHCARE GRP O	11/21/2025	Regular	0.00	1,187.00	157906
NOR60	NORTHERN CALIF GLOVES	11/21/2025	Regular	0.00	452.42	157907
OFF02	OFFICE DEPOT	11/21/2025	Regular	0.00	1,599.38	157908
V00238	PARTNERS PERSONNEL MANAGEMENT SVCS LL	11/21/2025	Regular	0.00	1,051.25	157909
V00567	PCS MARINE CONSTRUCTION INC.	11/21/2025	Regular	0.00	1,450.00	157910
PG&01	PG&E	11/21/2025	Regular	0.00	34,124.73	157911
PIT11	PIT STOP AUTO REPAIR	11/21/2025	Regular	0.00	1,700.82	157913
PLA22	PLAN JPA	11/21/2025	Regular	0.00	682.50	157914
RAM09	RAMOS OIL COMPANY, INC	11/21/2025	Regular	0.00	279.24	157915
REA03	READYREFRESH BY NESTLE	11/21/2025	Regular	0.00	222.56	157916
REP05	REPUBLIC SERVICES #846	11/21/2025	Regular	0.00	6,416.95	157917
SHR01	SHRED-IT	11/21/2025	Regular	0.00	377.32	157918
STE33	STERICYCLE, INC.	11/21/2025	Regular	0.00	582.00	157919
SUI38	SUISUN UNIFORMS TT LLC	11/21/2025	Regular	0.00	390.63	157920
STA28	SWRCB ACCOUNTING OFFICE	11/21/2025	Regular	0.00	18,196.00	157921

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
UNI45	THE UNITED STATES CONFERENCE OF MAYORS	11/21/2025	Regular	0.00	2,483.00	157922
THE05	THE UPS STORE #5284	11/21/2025	Regular	0.00	315.00	157923
V00818	TOTAL SECURITY SOLUTIONS, INC.	11/21/2025	Regular	0.00	4,010.34	157924
V00508	TPX COMMUNICATIONS	11/21/2025	Regular	0.00	2,712.94	157925
USP01	US POSTMASTER	11/21/2025	Regular	0.00	3,200.00	157926
VER09	VERIZON WIRELESS	11/21/2025	Regular	0.00	1,144.81	157927
VER16	VERIZON WIRELESS	11/21/2025	Regular	0.00	191.85	157928
VER08	VERIZON WIRELESS	11/21/2025	Regular	0.00	1,531.43	157929
VER01	VERIZON WIRELESS	11/21/2025	Regular	0.00	2,259.28	157930
V00382	VESTIS GROUP INC	11/21/2025	Regular	0.00	134.94	157931
ALA06	ALARMTECH SECURITY SYSTEM	11/28/2025	Regular	0.00	616.00	157934
ALK01	ALKAR	11/28/2025	Regular	0.00	4,394.25	157935
V00771	APEX TECHNOLOGY MANAGEMENT, LLC	11/28/2025	Regular	0.00	13,896.00	157936
ASS04	ASSOCIATED SERVICES CO	11/28/2025	Regular	0.00	753.27	157937
AT&11	AT&T	11/28/2025	Regular	0.00	65.09	157938
AT&15	AT&T	11/28/2025	Regular	0.00	871.38	157939
V00571	BEATRIZ ALENCASTRO	11/28/2025	Regular	0.00	434.00	157940
BRA30	BRADY COMPANIES, LLC	11/28/2025	Regular	0.00	1,347.48	157941
V00682	CA ASSOCIATION OF TACTICAL OFFICERS	11/28/2025	Regular	0.00	1,102.00	157942
V00832	CHIO SAEPHAN	11/28/2025	Regular	0.00	445.00	157943
V00829	CLEAN HARBORS ENVIRONMENTAL AVCS, INC.	11/28/2025	Regular	0.00	6,456.45	157944
COM51	COMCAST	11/28/2025	Regular	0.00	202.12	157945
COM57	COMCAST	11/28/2025	Regular	0.00	63.87	157946
V00779	CREATE PEACE PROJECT	11/28/2025	Regular	0.00	5,000.00	157947
DAI01	DAILY REPUBLIC	11/28/2025	Regular	0.00	480.50	157948
DAI02	DAILY REPUBLIC	11/28/2025	Regular	0.00	171.69	157949
V00825	DARIUS LABS INC.	11/28/2025	Regular	0.00	22,800.00	157950
V00823	DEANNA HUBBARD	11/28/2025	Regular	0.00	290.51	157951
V00827	DUTCH CONTRACTING, INC.	11/28/2025	Regular	0.00	175,990.21	157952
FIR26	FIRST VANGUARD RENTALS &	11/28/2025	Regular	0.00	190.34	157953
GRA42	GRANICUS, LLC.	11/28/2025	Regular	0.00	19,821.28	157954
V00133	INTEGRITY AUTO COLLISION CTR FAIRFIELD INC	11/28/2025	Regular	0.00	3,354.50	157955
JAM07	JAM SERVICES, INC.	11/28/2025	Regular	0.00	163.69	157956
DAW05	JENALEE DAWSON	11/28/2025	Regular	0.00	955.90	157957
COL52	JOSE COLIN	11/28/2025	Regular	0.00	1,113.18	157958
V00519	LEADSONLINE LLC	11/28/2025	Regular	0.00	3,401.00	157959
LIF01	LIFE-ASSIST INC	11/28/2025	Regular	0.00	493.70	157960
V00828	LOOKOURWAY LLC	11/28/2025	Regular	0.00	2,181.41	157961
MAD06	MADDAUS WATER MANAGEMENT	11/28/2025	Regular	0.00	13,423.75	157962
V00830	MARIANA FARIAS	11/28/2025	Regular	0.00	222.00	157963
V00833	MELANIE ALVAREZ	11/28/2025	Regular	0.00	434.00	157964
V00820	MILL INDUSTRIES INC.	11/28/2025	Regular	0.00	2,879.98	157965
V00463	MOTOROLA SOLUTIONS, INC.	11/28/2025	Regular	0.00	30,991.72	157966
V00831	NATASHA CERIA	11/28/2025	Regular	0.00	222.00	157967
NAT41	NATIX, INC.	11/28/2025	Regular	0.00	1,828.07	157968
V00834	NORMA JAIME	11/28/2025	Regular	0.00	214.00	157969
V00238	PARTNERS PERSONNEL MANAGEMENT SVCS LL	11/28/2025	Regular	0.00	788.44	157970
PG&01	PG&E	11/28/2025	Regular	0.00	2,985.93	157971
PIT05	PITNEY BOWES INC	11/28/2025	Regular	0.00	1,215.28	157972
R&S03	R & S ERECTION OF VALLEJO	11/28/2025	Regular	0.00	982.50	157973
REC05	RECDESK LLC	11/28/2025	Regular	0.00	5,932.50	157974
V00240	SAMUEL ARROW	11/28/2025	Regular	0.00	1,780.00	157975
V00542	SANBELL-BAY AREA	11/28/2025	Regular	0.00	12,947.29	157976
SHM00	SH MECHANICAL INC	11/28/2025	Regular	0.00	7,995.39	157977
SOL54	SOLANO COUNTY DIST ATTY	11/28/2025	Regular	0.00	408.00	157978
SOL19	SOLANO IRRIGATION DIST	11/28/2025	Regular	0.00	45,000.00	157979
THE05	THE UPS STORE #5284	11/28/2025	Regular	0.00	70.00	157980
VER08	VERIZON WIRELESS	11/28/2025	Regular	0.00	847.93	157981
VER09	VERIZON WIRELESS	11/28/2025	Regular	0.00	369.41	157982
VER01	VERIZON WIRELESS	11/28/2025	Regular	0.00	114.03	157983
V00824	VICTOR/PAULA EVANS	11/28/2025	Regular	0.00	201.14	157984

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
WES57	WEST COAST CODE CONSULTANT INC	11/28/2025	Regular	0.00	18,583.75	157985
V00493	LAMARDREONA WILLIAMS	11/25/2025	Regular	0.00	960.00	157986
WES44	WESTAMERICA BANK	11/03/2025	Bank Draft	0.00	14.27	DFT0001500
V00154	CLOVER	11/03/2025	Bank Draft	0.00	219.37	DFT0001501
V00079	FRANCHISE TAX BOARD	11/03/2025	Bank Draft	0.00	35,175.47	DFT0001502
V00080	MISSION SQUARE	11/03/2025	Bank Draft	0.00	1,419.36	DFT0001503
PAR02	PARS	11/03/2025	Bank Draft	0.00	2,828.21	DFT0001504
V00084	INTERNATIONAL ASSOCATION OF FIRE FIGHTER	11/03/2025	Bank Draft	0.00	1,200.03	DFT0001505
V00080	MISSION SQUARE	11/03/2025	Bank Draft	0.00	30,724.34	DFT0001506
V00456	SCPFA	11/04/2025	Bank Draft	0.00	119.99	DFT0001507
V00078	CAL PERS RETIREMENT SYSTEM	11/04/2025	Bank Draft	0.00	199,896.47	DFT0001508
V00078	CAL PERS RETIREMENT SYSTEM	11/04/2025	Bank Draft	0.00	111,338.35	DFT0001509
V00085	SEIU UNION	11/04/2025	Bank Draft	0.00	194.44	DFT0001510
V00082	CHILD SUPPORT SERVICES	11/04/2025	Bank Draft	0.00	1,516.15	DFT0001511
V00100	CITY OF SUISUN HOUSING AUTHORITY	11/04/2025	Bank Draft	0.00	389,915.08	DFT0001512
V00305	Paymentech LLC	11/04/2025	Bank Draft	0.00	24,403.90	DFT0001513
V00155	BUSINESS LICENSE BANK FEES	11/05/2025	Bank Draft	0.00	556.88	DFT0001514
V00154	CLOVER	11/12/2025	Bank Draft	0.00	84.95	DFT0001515
V00128	FAIRFIELD-SUISUN SEWER DISTRICT	11/12/2025	Bank Draft	0.00	551,125.39	DFT0001516
INT42	INTERNAL REVENUE SERVICE	11/14/2025	Bank Draft	0.00	92,717.66	DFT0001517
V00456	SCPFA	11/17/2025	Bank Draft	0.00	119.99	DFT0001518
V00088	SCPOA	11/17/2025	Bank Draft	0.00	2,105.00	DFT0001519
V00085	SEIU UNION	11/17/2025	Bank Draft	0.00	707.92	DFT0001520
V00079	FRANCHISE TAX BOARD	11/17/2025	Bank Draft	0.00	34,892.00	DFT0001521
V00082	CHILD SUPPORT SERVICES	11/17/2025	Bank Draft	0.00	1,516.15	DFT0001522
V00084	INTERNATIONAL ASSOCATION OF FIRE FIGHTER	11/17/2025	Bank Draft	0.00	1,200.03	DFT0001523
PAR02	PARS	11/17/2025	Bank Draft	0.00	2,903.59	DFT0001524
V00086	SCMPEA	11/17/2025	Bank Draft	0.00	204.00	DFT0001525
V00080	MISSION SQUARE	11/17/2025	Bank Draft	0.00	1,476.86	DFT0001526
V00835	LAIF	11/17/2025	Bank Draft	0.00	3,200,000.00	DFT0001527
V00095	INTUIT-SUISUN CITY FIRE DEPARTMENT	11/18/2025	Bank Draft	0.00	9.35	DFT0001528
PAR02	PARS	11/18/2025	Bank Draft	0.00	497.34	DFT0001529
V00080	MISSION SQUARE	11/18/2025	Bank Draft	0.00	30,098.43	DFT0001530
V00835	LAIF	11/18/2025	Bank Draft	0.00	3,000,000.00	DFT0001531
V00078	CAL PERS RETIREMENT SYSTEM	11/20/2025	Bank Draft	0.00	115,577.73	DFT0001532
V00096	ENTERPRISE FLEET MANAGEMENT	11/20/2025	Bank Draft	0.00	10,891.00	DFT0001533
V00096	ENTERPRISE FLEET MANAGEMENT	11/20/2025	Bank Draft	0.00	19,336.83	DFT0001534
V00096	ENTERPRISE FLEET MANAGEMENT	11/20/2025	Bank Draft	0.00	1,428.14	DFT0001535
V00096	ENTERPRISE FLEET MANAGEMENT	11/20/2025	Bank Draft	0.00	71,312.93	DFT0001536
INT42	INTERNAL REVENUE SERVICE	11/26/2025	Bank Draft	0.00	93,686.34	DFT0001537
V00079	FRANCHISE TAX BOARD	11/28/2025	Bank Draft	0.00	5,046.97	DFT0001538
V00246	WEBSTER BANK	11/28/2025	Bank Draft	0.00	381,371.00	DFT0001539

Bank Code WestAmerica Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	373	212	0.00	1,554,738.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-960.00
Bank Drafts	40	40	0.00	8,417,831.91
EFT's	296	26	0.00	745,955.39
	709	**279**	**0.00**	**10,717,565.70**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	373	212	0.00	1,554,738.40
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	-960.00
Bank Drafts	40	40	0.00	8,417,831.91
EFT's	296	26	0.00	745,955.39
	709	**279**	**0.00**	**10,717,565.70**

Fund Summary

Fund	Name	Period	Amount
990	POOLED CASH FUND	11/2025	10,717,565.70
			10,717,565.70

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AGENDA ITEM NO. 19.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on December 2, 2025.

FISCAL IMPACT: None

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: Pursuant to Government Code 40801, the City Clerk shall keep an accurate record of the proceedings of the City Council meetings. City Council minutes are prepared in a manner consistent with the intent of the Government Code. Minutes provide a record of when and where the meeting took place, type of meeting, and report any action taken, including the vote of each member of the City Council.

STAFF REPORT: Minutes of the City Council, Suisun City Council Acting as Successor Agency and Housing Authority held on December 2, 2025, are submitted for your approval..

STAFF RECOMMENDATION: City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on December 2, 2025.

DOCUMENTS ATTACHED:

1. Minutes - December 2, 2025 Regular Meetings of the City Council-Successor Agency-Housing Authority

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PREPARED BY: Anita Skinner, City Clerk
REVIEWED BY: Bret Prebula, City Manager
APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. Minutes - December 2, 2025 City Council Meeting

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MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL, SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY, AND SUISUN CITY HOUSING AUTHORITY

TUESDAY, DECEMBER 2, 2025

6:30 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: 820 1890 8242
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. – 822)
(Next City Council Res. No. 2025 – 137)
Next Suisun City Council Acting as Successor Agency Res. No. SA2025 - 06)
(Next Housing Authority Res. No. HA2025 – 11)

5:00 P.M CLOSED SESSION CANCELLED

Deputy City Clerk announced the 5:00 p.m. City Council Closed Session meeting was cancelled. The Regular Meeting of the City Council will start at 6:30 p.m.

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.

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

CALL TO ORDER
Mayor Hernandez called the meeting to order at 6:31pm.

ROLL CALL
PRESENT: Dawson, Hernandez, Pal, Shepherd, Washington
ABSENT: None

PLEDGE OF ALLEGIANCE
Led by Council Member Shepherd

INVOCATION
Given by Clerk Skinner

CLOSED SESSION REPORT None
Announcement of Actions Taken, if any in Closed Session.

APPROVAL OF REORDERING OF AGENDA
Motion by Vice Mayor Dawson to approve Agenda order and seconded by Council Member Shepherd. Motion passed unanimously.

CONFLICT OF INTEREST NOTIFICATION None
(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.)

2. City Manager Update - (Prebula: Bprebula@suisun.com).
   - Republic Services update
   - Lighting outage throughout city
   - Working with Police Department regarding speeding on Greenhead Way
   - Canned food contest, winners were Police and Public Works Departments
   - Type 1 Fire Engine back in service
   - Christmas at the Waterfront on Saturday, 12/6
   - Suisun Expansion meeting at 5:30pm, Monday, 12/8 at the Nelson Center
   - CEO of California Forever has worked with city to light trees along the waterfront year round

3. City Attorney Report - (Enright).
   - Planning Commission discussed Norms and Procedures back to City Council on 12/16 as well as social media policies

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.)

Thomas Laput, Joseph Suncin, Willie Bynum, all spoke on concerns for traffic and speeders on Greenhead Way.
Kim Cornist also spoke on the Greenhead Way speeders; homeless encampments behind Canvasback off of Sunset, burglaries and break ins.

Steve Olry commented the city fails to address the issues, use of low energy lighting is not effective; homelessness; comments of Planning Commission's recent approval of a land locked coffee shop and access road only wide enough for one vehicle.

Barbara Craig commented on street sweeping issues and the inconsistency of when it is done; Lawler House, Theater and California Forever purchase of them and what is going to be done with those properties.

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

4. Presentation of Committee and Commission Updates
   a. Recreation, Parks, Marina and Art Commission

Donna LeBlanc, Chair, presented the annual report.

   b. Planning Commission

Albert Enault, Chair, presented the annual report.

Council thanked the commission for the report

c. Environment and Climate Citizen Advisory Committee
rescheduled

5. Mayoral Appointments of Committees - (Hernandez: ahernandez@suisun.com):
   a. Solano Transportation Authority (STA) Bicycle Advisory Committee

Mayor Hernandez moved to reappointed Tyler Meirose and seconded by Council Member Shepherd. Motion passed unanimously.

CONSENT CALENDAR

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

6. Council Adoption of Resolution No. 2025-137: Accepting the 2024 Sanitary Sewer and Strom Drain Lining Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project - (Vue: Nvue@suisun.com).
7. Council Adoption of Ordinance No. 821: An Ordinance of the City Council of the City of Suisun City, California Repealing Chapter 9.04 and Replacing in its Entirety with Restated Chapter 9.04 (Prohibition Against Unlawful Solicitation and Panhandling) to Title 9 (Public Peace, Morals and Welfare) of the Suisun City Municipal Code (*Introduced and Reading Waved on November 18, 2025)* - (City Attorney).

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

8. City Council/Successor Agency/Housing Authority Approval of the Minutes of the Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on November 10, 2025 and November 18, 2025 – (Skinner: Clerk@suisun.com).

Item #7
Michelle Chavez thanked Council for this ordinance; voiced concerns of the panhandling and that they are walking in traffic

Steve Olry commented Suisun does not protect its businesses; lack of enforcement.

Council Member Washington stated she will abstain from voting on Item 7.

Motion by Vice Mayor Dawson to approve the Consent Calendar and seconded by Council Member Shepherd. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Shepherd, Washington (abstaining on Item 7)
NOES: None
ABSENT: None

PUBLIC HEARING

GENERAL BUSINESS

9. Council Adoption of Resolution No. 2025 -138 : Adopting Certain Findings and the Policy Directives to Implement the Sales and Use of Safe and Sane Fireworks for 2026 as Provided in Chapter 8.04 of the Suisun City Code - (Lopez: Bllopez@suisun.com).

Jose Colin, Fire Marshall, presented the report.

Council asked clarification questions.
Chief Lopez stated the drone program will be on the next meeting agenda.
Chief Roth stated the department will be able to do more enforcement via drone rather than by ground.

Council Member Washington proposed to have the discussion of a drone/light show vs traditional fireworks for possible year 2026.

Mayor Hernandez opened the Public Hearing. There being no comments the Public Hearing was closed.

Motion by Vice Mayor Dawson to approve Item 9 and seconded by Council Member Washington. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Shepherd, Washington
NOES: None
ABSENT: None

10. Approval of the Annual Assessment Report and Consideration of Reauthorizing the Suisun City Historic Waterfront Improvement District - (Hull: Jhull@suisun.com)
    a. Council Adoption of Resolution No. 2025-139: Approving the Annual Assessment Report for the Waterfront District Business Improvement District (BID).
    b. Council Adoption of Resolution No. 2025-140: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2026 and Setting a Public Hearing to Consider these Matters for December 16, 2025.

Mr. Prebula explained that over the next year the city will work with BID to grow and create a more inclusive board and bring in new membership.

Director Janet Hull presented the report.

John Harter thanked staff for the work on the report.

Council asked clarifying questions and discussion.

PUBLIC COMMENT
Donna LeBlanc asked that if the boundaries expand would the Historic Downtown Improve District dissolve and a new one created?

Attorney Enright stated two could be created. Attorney Enright read a correction to Section 10b.

Council Member Pal moved to approve Item 10 with the correction to the resolution and seconded by Vice Mayor Dawson. Motion passed by the following vote:

AYES: Dawson, Hernandez, Pal, Shepherd, Washington
NOES: None
ABSENT: None

COUNCIL COMMENTS

Council Member Washington commented on vacant property tax; also received calls on Greenhead issues; future agenda item on parking; asked to have County agencies give update on homeless; young Nolan Neely and his work on the Angel Tree Project; POA's successful toy drive; new President elect for Rotary; attending the SF Bay Restoration meeting Friday, 12/4.

Council Member Pal spoke about Sewer Board rate increase; asked to have Council Comments before Public Comments; wished everyone Happy Holidays.

Commissioner Shepherd commented on Council Member Washington being very insightful with her comments tonight; hopes to be more involved in community events; wished everyone Happy Holidays.

Vice Mayor Dawson commented on Ruth Forney's grocery give away was very successful, thanked the community for their support; January 30 point count; see everyone at the tree lighting Saturday.

Mayor Hernandez wanted to thank Justine Singley, who coordinates a of the senior programs for their work on Thanksgiving, the volunteers, members of the Beautification Committee also; the successful POA toy drive and the City Hall toy drive; will be at the California League of Cities conference remainder of the week.

REPORTS: (Informational items only)

11. Non-Discussion Items.

ADJOURNMENT

There being no further business the meeting was adjourned at 8:54pm.

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Anita Skinner, City Clerk

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AGENDA ITEM NO. 20.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: PUBLIC HEARING: Council Adoption of Ordinance No. ___ : An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 15.04 (Permits-Uniform Code) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code, and Adopting by Reference Part 1 Administrative Code, Part 2 Building Code, Part 2.5 Residential Code, Part 3 Electrical Code, Part 4 Mechanical Code, Part 5 Plumbing Code, Part 6 Energy Code, Part 7 Wildland-Urban Interface Code, Part 8 Historical Building Code, Part 9 Fire Code, Part 10 Existing Building Code, Part 11 Green Building Code, Part 12 Referenced Standards Code, Including Related Appendices, as Identified, of the California Code of Regulations Title 24, 2025 Edition of the California Building Standards Code, Together with Certain Additions, Insertions, Deletions and Changes Thereto, and Making a Determination of Exemption Under the California Environmental Quality Act.

FISCAL IMPACT: There is no fiscal impact associated with this action.

STRATEGIC PLAN: Ensure Public Safety and Provide Good Governance.

BACKGROUND: Periodically the California Building Standards Commission (CBSC) publishes an updated edition of standards. The 2025 triennial code updates are intended to improve fire, life, and safety requirements for new and altered structures and to further conserve energy and reduce emissions. The Suisun City Municipal Code (SCMC) includes by reference the building codes and standards collectively known as the CBSC. This body of codes includes the building code, plumbing code, mechanical code, electrical code, fire code, and other supporting documents.

This ordinance adopts all applicable portions of the newly published 2025 CBSC, administrative procedures, and carries forward amendments related to fire protection adopted as part of the last code update. There are no new code amendments that are proposed as part of this effort.

If approved, the proposed ordinance would not approve any physical development project, and it would not result in a direct or indirect physical change in the environment. Rather, these triennial updates are necessary to maintain consistency with State law and ensure a safely built environment.

On November 18, 2025, the City Council approved an agenda item which introduced the ordinance and set the public hearing date (December 16, 2025) for adoption.

STAFF REPORT: In the State process, certain model codes published by organizations such as the International Code Council, International Association of Plumbing and Mechanical Officials, National Fire Protection Association, etc., are reviewed and amended by the California Building Standards Commission. The CBSC has completed this process and the body of codes known collectively as the 2025 California Building Standards Code has been published, which takes effect on January 1, 2026. Therefore, the SCMC must be amended to update its references to the latest building and fire code editions to preserve the public, health, safety, and welfare.

It is worth noting that on June 30, 2025, the Governor signed two budget trailer bills into law, which

took effect immediately (Assembly Bill 130 and Senate Bill 131). Collectively, these bills resulted in changes to the California Environmental Quality Act (CEQA) and State housing laws; however, for purposes of this ordinance, only the portions that affected a city's ability to make local amendments are discussed.

Prior to AB 130, a city could adopt local amendments, including more restrictive regulations, to the State building codes, if the city made an express finding that the change was reasonably necessary due to local climatic, geological, or topographical conditions. Now, AB 130 prohibits cities from making such changes (as applied to residential units – nonresidential units remain unaffected) unless one of the following conditions is met (note: this is a non-exhaustive list as not all of the possible conditions apply to the City):

- The change is substantially similar to one adopted by the City in the past, which is still in effect as of the date of this adoption;
- The Building Standards Commission deems the change necessary as an emergency standard to protect health and safety; and/or
- The change relates to home hardening measures.

If a proposed change satisfies one or more of these conditions, the City Council must make express findings as to the condition(s) satisfied, and that the change is reasonably necessary because of local climatic, geological, or topographical conditions. Accordingly, the proposed ordinance incorporates findings on both topics to allow for the City to continue to make its necessary local amendments and carry forward previously adopted fire-related code amendments.

The proposed amendments and required findings are shown in **Attachment 1, Ordinance No. ___.** If approved, the ordinance would primarily apply to SCMC Title 15, Buildings and Construction, Chapter 15.04, Permits – Uniform Codes, by updating references to the newest 2025 CBSC. For informational purposes, a redlined version of the proposed amendments are included in **Attachment 2, Redlined Amendments.**

Environmental Review

CEQA requires analysis of agency approvals of discretionary "Projects." A "Project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in environment, or a reasonably foreseeable indirect physical change in the environment" (State CEQA Guidelines Section 15378). The proposed Project is a project under CEQA. However, this Project is exempt from CEQA under State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption).

STAFF RECOMMENDATION: Staff recommends that the City Council (1) hold a public hearing considering the proposed ordinance; and (2) adopt an ordinance amending Title 15, Buildings and Construction, Chapter 15.04, Permits – Uniform Codes, of the Suisun City Municipal Code, adopting by reference the 2025 California Building Standards Code and determining that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption).

PREPARED BY: John Kearns, Principal Planner

REVIEWED BY: Ricky Caperton, AICP, Development Services Director

APPROVED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. 2025 CBSC ATCH 1 ORD No. XXX.pdf
2. 2025 CBSC ATCH 2 CC ORD No. Redline.pdf
3. 2025 CBSC ATCH 3 PowerPoint.pdf

ATTACHMENT 1

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY REPEALING AND REPLACING CHAPTER 15.04 (PERMITS-UNIFORM CODE) OF TITLE 15 (BUILDINGS AND CONSTRUCTION) OF THE SUISUN CITY MUNICIPAL CODE, AND ADOPTING BY REFERENCE PART 1 ADMINISTRATIVE CODE, PART 2 BUILDING CODE, PART 2.5 RESIDENTIAL CODE, PART 3 ELECTRICAL CODE, PART 4 MECHANICAL CODE, PART 5 PLUMBING CODE, PART 6 ENERGY CODE, PART 7 WILDLAND-URBAN INTERFACE CODE, PART 8 HISTORICAL BUILDING CODE, PART 9 FIRE CODE, PART 10 EXISTING BUILDING CODE, PART 11 GREEN BUILDING CODE, PART 12 REFERENCED STANDARDS CODE, INCLUDING RELATED APPENDICES, AS IDENTIFIED, OF THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2025 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, TOGETHER WITH CERTAIN ADDITIONS, INSERTIONS, DELETIONS AND CHANGES THERETO, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Suisun City previously adopted the 2022 Edition of the California Building Standards Code along with specific local amendments to address certain conditions within the City; and

WHEREAS, California Health and Safety Code Section 18938(b) generally provides that the most recent edition of the California Buildings Standards Code shall apply to all occupancies in the state and shall become effective 180 days after publication by the California Building Standards Commission; and

WHEREAS, the California Building Standards Commission published the 2025 Edition of the California Building Standards Code, codified in Title 24 of the California Code of Regulations, which becomes effective on January 1, 2026; and

WHEREAS, the City Council of the City of Suisun City (the "City") intends to adopt certain parts of the 2025 California Building Standards Code, California Code of Regulations Title 24 (CBSC), and make certain amendments thereto to address the health and safety issues from the City's local climatic, geological or topographical conditions; and

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7 and 18941.5 authorize cities and counties to modify the California Building Standards Code by adopting more restrictive building standards and modifications if such standards and modifications are accompanied by express findings that they are reasonably necessary because of local climatic, geological, or topographical conditions; and

WHEREAS, in accordance with Government Code Section 50022.3, a properly noticed public hearing concerning adoption of the Codes referenced in the title of this Ordinance has been held prior to the adoption of this Ordinance; and

WHEREAS, at least one copy of said Codes, certified as full, true and correct, has been

filed in the office of the building official of the City of Suisun City in accordance with the provisions of California Government Code Section 50022.6.

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

SECTION 1. Recitals. The City Council hereby finds the recitals to this Ordinance are true and correct and establish the factual basis for the City Council's adoption of this Ordinance.

SECTION 2. AB 130 Finding. Amendments to building standards affecting residential uses contained in this Ordinance are changes or modifications substantially equivalent to existing changes or modifications that were previously adopted and filed by the City of Suisun City and were in effect as of September 30, 2025. (Health and Safety Code Sections 17958.5 and 18941.5).

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

SECTION 4. Adoption of Building and Construction Codes. Chapter 15.04 (Permits-Uniform Code) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code is hereby repealed and replaced in its entirety, as shown in **Exhibit A** attached hereto and incorporated by reference herein; provided however, that such repeal shall not affect or excuse any violation of any provision of the Suisun City Municipal Code prior to the effective date of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect on January 1, 2026, or 30 days after its adoption, whichever is later.

SECTION 6. Local Amendment Findings.

California Health and Safety Code Sections 17958.5, 17958.7, and 18941.5 require findings to be made in order to change or modify the requirements contained in the California Building Standards Code, based on local climatic, geographical or topographical conditions. The City Council of Suisun City finds that modifications to the California Building Code (CBC), California Residential Code (CRC), and California Fire Code (CFC), are reasonably necessary because of the following local climatic and topographical conditions:

A. Local Climatic Conditions - Suisun experiences long, dry summers from April to November, accompanied by high winds, with the windiest months occurring from April to September. The prevailing winds originate from the San Francisco Bay and Suisun Bay, with average summer wind speeds ranging from about 12 to 15 mph. These dry climatic conditions, combined with strong winds, significantly increase the potential for fires to ignite and spread rapidly. Accordingly, enhanced fire protection measures, including higher fire rated roof covers, automatic fire sprinkler systems, and other fire protection systems and features, are necessary to provide immediate fire suppression,

protect building occupants, and reduce the likelihood of fires spreading before fire department response.

B. Local Topographical Conditions - Suisun City contains many undeveloped parcels containing highly combustible dry grass, weeds, and brush, often located adjacent to residential and commercial developments. Additionally, the Suisun Marsh, which borders the City, becomes extreme dry and susceptible to fire during the summer months. The combination of dry vegetation and high winds creates conditions under which fires can spread quickly and exceed the control capacity of emergency responders. These topographical conditions necessitate additional on-site fire protection features to mitigate risks to life and property.

Code Section:	**Specific Local Conditions:**
CBC 903.2	A, B
CBC 905.3.1	A, B
CBC 1505.1	A, B
CBC 1512.1	A, B
CFC 307.1.1	A, B
CFC 903.2	A, B
CFC 905.3.1	A, B
CRC R902.1	A, B
CRC R908.1	A, B

SECTION 7. Filing with California Building Standards Commission. A copy of this Ordinance and Suisun City Municipal Code Chapter 15.04 shall be filed with the California Building Standards Commission in accordance with Health and Safety Code Section 17958.7.

SECTION 8. Severability. If any section, subsection, paragraph or sentence of this Ordinance, or any part thereof, is for any reason found to be unconstitutional, invalid or beyond the authority of the City of Suisun City by a court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance.

SECTION 9. Certification and Publication. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted and codified in the manner required by law.

ATTACHMENT 1

INTRODUCED at a regular meeting of the City Council of the City of Suisun City, California, on this 18th day of November 2025.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this 16th day of December 2025.

_____
Alma Hernandez, Mayor

ATTEST:

_____
Anita Skinner, City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

_____
Patrick Enright, City Attorney

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on November 18, 2025, and passed and adopted at a regular meeting of said City Council held on December 16, 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of December 2025.

_____
Anita Skinner, City Clerk

ATTACHMENT 1

EXHIBIT A

Chapter 15.04 of Title 15 of the Suisun City Municipal Code is hereby repealed and replaced in its entirety to read as follows:

"Chapter 15.04
PERMITS—UNIFORM CODES

15.04.010 Purpose.

This chapter is enacted for the purpose of adopting rules and regulations pursuant to the State Housing Law and the Health and Safety Code, for the protection of the public health, safety and general welfare of the occupant and the public governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing or electrical work when performed with the permits in compliance with this chapter.

15.04.020 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes adopted by reference by this chapter, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section:

A. "Board of appeals," "housing advisory and appeals board" and any other reference to the appellate body, mean the Board of Appeals for the City of Suisun City made up of five building official members of the Napa-Solano Chapter of the International Code Council (NSICC) chosen on a case-by-case basis. The NSICC, an organization of building officials, building inspectors, and construction industry personnel, was formed in 1978 to help maintain consistent and uniform code enforcement and code interpretation within the jurisdictions of Napa and Solano Counties. Building officials from jurisdictions within Napa and Solano Counties and neighboring counties are members of the NSICC. Building official members of the NSICC are well versed in the technical and administrative provisions of construction codes.

B. The "accessibility appeals board" shall mean the Board of Appeals for the City of Suisun City plus an additional two members having demonstrated experience dealing with accessibility standards and their applications, appointed on a case-by-case basis.

C. All decisions by the board of appeals and by the accessibility appeals board shall be submitted in writing to the city council for final review. All actions found by the city council to be based on incomplete or inadequate analysis shall be referred back to the appropriate board for further deliberations.

D. "Building official," "plumbing official," "chief," "electrical inspector," "fire code official," "administrative authority" and similar references to a chief administrative position mean the chief building official of the City of Suisun City; provided, however, that:

1. Where such terms are used in connection with those duties imposed by statute or ordinance upon the county health officer the terms shall include the county health officer;
2. For the purpose of implementing the Uniform Code for the Abatement of Dangerous Buildings, the term "authorized representative" of the "building official" shall refer to and include the director of environmental health and such personnel of the Solano County Department of Resource Management Environmental Health as the director may designate.

E. "Building department," "electrical department," "plumbing department," "department of fire prevention", "office of administrative authority" or "housing department" means the building department of the city.

F. "City clerk" means the ex officio clerk of the city council.

G. "City council" or "mayor" means the governing elected officials of the City of Suisun City.

H. "Fire chief" means the chief of the fire department of the city wherein a particular building is or is to be located, or, for any area not within the city limits, the same shall mean the county fire warden designated by the board of supervisors.

I. "Safety assessment" is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

15.04.030 Uniform codes adopted.

Subject to the modifications and amendments contained in this chapter, the following primary and secondary codes are adopted and incorporated into the codes of the city by reference and as having the same legal effect as if their respective contents were set forth in this chapter and which may be amended from time to time:

A. The 2025 Edition of the California Building Code (CBC) (Part 2 of Title 24 of the California Code of Regulations) is adopted by reference as the building code of the city.

B. The Uniform Housing Code, 1997 Edition, as published by the International Code Council and adopted by the State of California under Title 25 of the California Code of Regulations, is adopted by reference as the housing code of the city.

C. The 2025 Edition of the California Plumbing Code (Part 5 of Title 24 of the California Code of Regulations), including all appendices (Appendices A through S), is adopted by reference as the plumbing code of the city.

D. The 2025 Edition of the California Electric Code (Part 3 of Title 24 of the California Code of Regulations), is adopted by reference as the electrical code of the city.

E. The 2025 Edition of the California Mechanical Code (Part 4 of Title 24 of the California Code of Regulations), including all appendices (Appendices A through J), is adopted by reference as the mechanical code of the city.

F. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Code Council, is adopted by reference as the dangerous buildings code of the city, with Section 205 amended to read as follows: Section 205.1.

In order to provide for final interpretation of provisions of this code and to hear appeals provided for hereunder, there is hereby established a board of appeals as defined in city Code section 15.04.020. The building official shall be an ex officio member of, and shall act as, secretary to said board. The board shall adopt reasonable rules and regulations for conducting its business and shall render all decisions and findings in writing to the appellant, with a copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this Uniform Code for the Abatement of Dangerous Buildings. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

G. The California Referenced Standards Code, 2025 Edition, (Part 12 of Title 24 of the California Code of Regulations) is adopted by reference as the building standards of the city.

H. The 2025 Edition of the California Fire Code (Part 9 of Title 24 of the California Code of Regulations), including Appendix B, Appendix C, Appendix D and Appendix E, is adopted by reference as the fire code of the city.

I. The 2025 Edition of the California Administrative Code (Part 1 of Title 24 of the California Code of Regulations), is adopted by reference as the building standards administrative code of the city.

J. The 2025 Edition of the California Residential Code (CRC) (Part 2.5 of Title 24 of the California Code of Regulations), including Appendices BF (Patio Covers), BO (Existing Buildings and Structures), CI (Swimming Pool Safety Act), is adopted by reference as the residential code of the city.

K. The 2025 Edition of the California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations), is adopted by reference as the green building standards code of the city.

L. The 2025 Edition of the California Existing Building Code (Part 10 of Title 24 of the California Code of Regulations), is adopted by reference as the existing building code of the city.

M. The 2025 Edition of the California Historical Building Code (Part 8 of Title 24 of the California Code of Regulations), is adopted by reference as the historical building code of the city.

N. The 2025 Edition of the California Wildland-Urban Interface Code (Part 7 of the Title 24 of the California Code of Regulations), is adopted by reference as the wildland urban-interface code of the city.

O. The 2025 Edition of the California Energy Code (Part 6 of Title 24 of the California Code of Regulations), is adopted by reference as the energy code of the city.

15.04.040 Copies of adopted codes.

The building official shall maintain at least one copy of each primary code adopted by reference, and each secondary code pertaining thereto. The building official shall maintain at least

one copy of each primary code adopted by reference at the building inspection office for public inspection while this chapter is in force.

15.04.050 Utility connections.

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas or natural gas sources permanently to any building or structure for which a permit is required by this chapter until the final inspection has been made and the approval signed by the building inspector. This section shall not prohibit the erection and use of temporary power poles approved by the power company during the course of construction, when approved by the building official.

15.04.060 Encroachment or grading.

No building permit shall be issued for which an encroachment or grading permit is required, unless and until the requirements prerequisite to the encroachment or grading permit have been met.

15.04.070 Conformance of construction to law.

No building permit shall be issued unless and until the building official is satisfied that the construction authorized by the permit will not violate any existing law or ordinance.

15.04.075 Construction work hours.

It shall be the responsibility of anyone engaging in construction or demolition work to restrict the hours of work activity on the site as follows.

A. No construction equipment shall be operated nor any outdoor construction, non-residential projects or repair work shall be permitted within 600 feet from any occupied residence except during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 8:00 p.m., on Saturday and Sunday.

B. Construction work hours on residential projects shall be from 7:00 a.m. to 8:00 p.m.

C. A request for an exception to the permitted construction hours and days may be granted by the chief building inspector for emergency work, to offset project delays due to inclement weather, for 24-hour construction projects, or other similar occurrences.

D. City projects determined by the director of public works to be emergencies shall be exempt from these provisions.

E. For construction work hours for earthwork, trenching, concrete or paving see Section 15.12.320.

F. Interior work which would not create noise or disturbance noticeable to a reasonable person of normal sensitivity in the surrounding neighborhood shall not be subject to these restrictions.

15.04.080 Adoption or amendment procedure.

A. The building official shall review all codes newly adopted by the state pursuant to the State Housing Law, Section 17910 et seq. of the Health and Safety Code and shall:

1. Report such newly adopted codes to the city council and advise the board to schedule a hearing not less than ninety days from the date of report; and

2. Place copies of the codes to be considered by the board in the office of the city council, and in the building department for review by the general public.

B. The city council shall, upon the advice of the building official, schedule such public hearing to receive public testimony on the codes to be adopted by the board.

C. The clerk of the city council shall give notice of the time, place and subject matter of the public hearing scheduled on the matter by the council posting in three public places due to the fact that no newspaper is published or printed within the city limits.

D. The city council shall hold such public hearing at the date and time scheduled, and shall then adopt the code with amendments, if any.

15.04.090 Violations and penalties.

A. It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter.

B. Any person, firm, corporation or other entity which violates any of the provisions of this chapter, including any of the codes adopted by reference, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specification of plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the city council or by a court of competent jurisdiction shall be guilty of an infraction unless otherwise provided in this code.

C. Any person, firm, corporation or other entity which is guilty of an infraction under this chapter is punishable pursuant to the fine amounts as set forth in Section 36900(c) of the Government Code relating to violations of building and safety codes, including any amendments or successor statutes thereto.

D. Any failure to correct the condition for which the infraction is imposed within a period of seven days after the issuance of a citation, and for each seven-day period thereafter may be treated as a separate and additional violation subject to the same penalties set forth herein.

E. In addition to the penalties set forth above, any violation beyond the third conviction within a one-year period, or any willful violation of this section which creates an immediate threat to the health, safety or welfare of the members of the public or the occupants of any structure in violation of this section, may be charged as a misdemeanor punishable as provided in Chapter 1.08 of the Suisun City Municipal Code.

F. In addition to the penalties set forth herein, any person, firm, corporation or other entity guilty of a violation of this chapter shall be liable for such costs, expenses and disbursements paid or incurred by the city in correction, abatement and prosecution of the violation.

15.04.095 Enforcement.

A. Pursuant to Section 836.5 of the California Penal Code, the chief building official, any deputy or assistant building official, agent or other employee of the building department of Suisun City is authorized to enforce the provisions of this chapter and to arrest or issue citations to violators thereof.

B. The city manager shall have the power to designate by written order that particular officers and other individuals shall be authorized to enforce particular provisions of this chapter as described in subsection A of this section in addition to those persons set forth therein.

15.04.100 Building permit—Business license required.

A. Any contractor or subcontractor who applies for permits to do work within the city limits of the city shall be denied permits if he does not possess current valid city business licenses.

B. Any permits issued in error to anyone not licensed by the city shall be revoked until such time as all fees are paid and licenses are valid.

15.04.110 Building permit—Application—Plans and specifications.

A. Applications are to be signed by the property owner or a duly licensed contractor, engineer or architect.

B. With each application for a building permit, and when required by the building official for enforcement of any provisions of this chapter, three sets of plans and specifications shall be submitted. The building official may require plans and specifications to be prepared and designed by an engineer or architect licensed by the State of California to practice as such.

15.04.120 Building permit—Professional designs required.

All structures or buildings classified in occupancy groups A, B, E, F, H, I, M, S and R-1 shall be designed in accordance with the Building and Professional Codes of the State of California.

15.04.130 Building permit—Term—Retention of plans.

Permits for all occupancy groups shall be valid for two years from the date of their issuance provided that the time limits of starting work or work stoppage are met. The permit documents and plans or a retrievable document image of the permit documents and plans will be retained as a permanent record for the life of the structure.

15.04.140 Building permit—Fees.

Building permit fees shall be prescribed in the City's Master Fees Schedule except buildings shall be valued as determined by the building official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

15.04.150 Fees for plan checking, inspections and/or related permits.

The city council shall establish a schedule of fees, as found in the Master Fees Schedule, to be charged and collected for plan checking, inspection services performed, and for the issuance of permits. A copy of these fee schedules shall be kept in the office of the city clerk and shall be available for public inspection in all city offices where permits are issued.

15.04.160 CBC Section 111.1 amended and CRC Section R110.1—Certificate of occupancy required.

CBC Section 111.1 and CRC Section R110.1 are amended to read as follows:

> No building or structure shall be used or occupied whole or in part without a certificate of occupancy. Such a certificate shall not be issued until compliance with all city requirements has been met. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. Occupying or using a structure without this approval constitutes a public nuisance.
>
> Exception: Certificates of occupancy are not required for work exempt from permits in accordance with CBC Section 105.2 or CRC Section R105.2.

15.04.170 CBC Section 111.2 amended and CRC Section R110.2—Certificate of occupancy—Requirements.

CBC Section 111.2 and CRC Section R110.2 are amended to add the following at the end of the first paragraph:

> A certificate of occupancy shall not be issued until all applicable city ordinances, resolutions, regulations and the conditional use permit conditions have been complied with.

15.04.180 CBC Section 110.3.12 amended and CRC Section R109.1.6 Final inspection.

CBC Section 110.3.12 and CRC Section R109.1.6 are amended to read as follows:

> The final inspection shall be made after final grading and the building is completed and ready for occupancy. This shall mean all electrical, plumbing and mechanical complete and ready

for occupancy, as well as all floor covering installed and painting completed, as well as any required exterior landscaping complete with house, sidewalks and streets cleaned.

15.04.190 California Building Code and California Residential Code amended—Roofing.

A. CBC Section 1505.1 and CRC Section R902.1 are amended to add the following at the end of the first paragraph:

All materials applied as roof covering shall have a fire rating of class "B" or better.

B. CBC Section 1512.1 and CRC Section R908.1 are amended to add the following at the end of the first paragraph:

All materials applied as roof covering for re-roofing shall have a fire rating of class "B" or better, when 50% or more of an existing roof is replaced within 1 year.

C. Section 903.2 of the CBC is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

D. Section 905.3.1 of the CBC is amended to read as follows:

905.3.1 Height. In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems shall be installed throughout at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.
3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. Buildings that are two or more stories below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Class I standpipes are allowed in buildings where occupant-use hose lines will not be utilized by trained personnel or the fire department.

6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:

    6.1. Recessed loading docks for four vehicles or less.

    6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

15.04.200—15.04.220 Reserved.

15.04.230 California Fire Code Amendments.

A. Section 307.1.1 of the California Fire Code is amended to read as follows:

307.1.1 Prohibited Open Burning. Open burning is prohibited in the City of Suisun City. Any burning, open or otherwise, that constitutes a nuisance which is injurious to health, or is indecent or offensive to the senses, or is offensive, or objectionable because of smoke emissions, or when atmospheric conditions or local circumstances make such fires hazardous, shall be prohibited. The fire code official is authorized to order the extinguishment by the owner, occupant, responsible person, or the fire department of any burning that creates or adds to a hazardous or objectionable situation.

B. Section 903.2 of the California Fire Code is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

C. Section 905.3.1 of the California Fire Code is amended to read as follows:

905.3.1 Height. In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems be installed throughout at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.
3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. Buildings that are two or more stories below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.

5. Class I standpipes are allowed in buildings where occupant-use hose lines will not be utilized by trained personnel or the fire department.
6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
    6.1. Recessed loading docks for four vehicles or less.
    6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

15.04.240 Reserved.

15.04.270 Reserved.

15.04.295 Reserved.

15.04.300 Reserved.

15.04.310 Fire Code modifications and appeals.

A. Purpose. The purpose of this section is to provide a process for appeals and modification requests for any orders or directives issued by the fire chief pursuant to their authority under the Suisun City Municipal Code and the Fire Code, as well as to provide an appeal process for cost recovery fee demands pursuant to Chapter 9.32 (First Responder Fee), and any other cost recovery or permit scheme pursuant to these codes, as may be adopted by the city council.

B. Modifications. The fire chief is authorized to modify the application of any of the provisions of the Fire Code upon application in writing by the property owner, or their duly authorized representative, where there are practical difficulties in the way of carrying out the provisions of the Fire Code, provided the fire chief finds that the spirit or intent of the Fire Code shall be complied with, public safety secured, and substantial justice done. The justification or reasons for such modifications, when granted or approved, and the decisions of fire chief shall be entered upon the records of the fire department, and a signed copy of such grant or approval shall be furnished to the applicant.

C. Appeals. The imposition of a cost recovery fee, order, or directive of the fire chief may be appealed by the person who the subject of the order. The fire chief shall issue the order in writing, mailed to the last known address of the property owner, specifying the grounds for order, based on a preponderance of the evidence.

D. Appeal Process

1. Directives and Orders.

    a. Any person who wishes to appeal an order or directive (collectively, "order") by the fire chief shall file a written appeal with the city clerk within 15 days after deposit of the order in the mail, specifying in detail the grounds for such appeal. The notice of appeal shall be accompanied by a nonrefundable fee as established in the city's master fee schedule. Failure to file a timely appeal will be considered a failure to exhaust administrative remedies for the purpose of

seeking judicial review under subsection E of this section. In the event an appeal is timely filed, the order shall not be effective until a final decision has been rendered by the city manager.

b. The appeal shall be heard by the city manager. The city clerk shall provide at least ten days' prior written notice of the date, time, and place of the hearing.

c. The decision of the city manager shall be rendered within 15 days from the close of the hearing and shall be mailed to the address provided by the appellant. The decision of the city manager shall be in writing, and shall articulate the grounds thereof. The decision of the city manager is final.

2. Cost Recovery Fees.

a. Any person who wishes to appeal a cost recovery fee by the fire chief shall file a written appeal with the city clerk within 30 days after deposit of the fee demand in the mail, specifying in detail the grounds for such appeal. The notice of appeal shall be accompanied by a nonrefundable fee as established in the city's master fee schedule. Failure to file a timely appeal will be considered a failure to exhaust administrative remedies for the purpose of seeking judicial review under subsection E of this section. In the event an appeal is timely filed, the order shall not be effective until a final decision has been rendered by the city council.

b. The appeal shall be heard by the city council. The city clerk shall provide at least ten days' prior written notice of the date, time, and place of the hearing.

c. The decision of the city council shall be rendered within 15 days from the close of the hearing and shall be mailed to the address provided by the appellant. The decision of the city council shall be in the form of a resolution.

E. The following procedures shall apply to appeal hearings:

1. All parties shall have the right to be represented by legal counsel, to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues, and to impeach any witness regardless of which party first called him or her to testify, and to rebut evidence.

2. The hearing is an informal quasi-judicial proceeding, and is not conducted according to technical rules relating to evidence and witness. Any relevant evidence that is determined to be reliable will be admitted, regardless of its admissibility in a civil action. Hearsay evidence will be allowed for the purpose of supplementing or explaining other evidence, but over timely objection such evidence will not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action. The rules of privilege shall be effective to the extent they are otherwise required by stature to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

3. Any objections to the conduct of the hearing and/or to the introduction of evidence that are not timely made will be deemed waived. For the purposes of making a timely objection, an objection is timely if made before submission of the case for decision.

4. When a party does not proficiently speak or understand the English language the party may provide an interpreter at the party's own expense. An interpreter shall not have any involvement in the issues of the case prior to the hearing.

5. The decision of the city manager or city council, as applicable, shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Section 1094.6 of the California Code of Civil Procedure.

15.04.360—15.04.380 Reserved.

15.04.390 Residential solar projects.

A. Definitions. For the purposes of this residential solar projects section, the following definitions shall apply:

1. A "solar energy system" means either of the following:

   a. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating; or

   b. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

2. A "small residential rooftop solar energy system" means all of the following:

   a. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or 30 kilowatts thermal.

   b. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and all state and city health and safety standards.

   c. A solar energy system that is installed on a single or duplex family dwelling.

   d. A solar panel or module array that does not exceed the maximum legal building height as defined by the city.

3. "Electronic submittal" means the utilization of one or more of the following:

   a. Email.
   b. The Internet.

4. An "association" means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

5. "Building official" means the building official or his designee authorized to enforce this Code.

6. A "common interest development" means any of the following:

   a. A community apartment project.

   b. A condominium project.

c. A planned development.

d. A stock cooperative.

7. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

8. "Reasonable restrictions" on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

9. "Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance" means:

a. For Water Heater Systems or Solar Swimming Pool Heating Systems. An amount exceeding ten percent of the cost of the system, but in no case more than $1,000.00, or decreasing the efficiency of the solar energy system by an amount exceeding ten percent, as originally specified and proposed.

b. For Photovoltaic Systems. An amount not to exceed $1,000.00 over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten percent, as originally specified and proposed.

B. Purpose. The purpose of the ordinance from which this section is derived is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. The ordinance from which this section is derived encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and expanding the ability of property owners to install solar energy systems. The ordinance from which this section is derived allows the city to achieve these goals while protecting the public health and safety.

C. Applicability.

1. This section applies to the permitting of all small residential rooftop solar energy systems in the city.

2. Small residential rooftop solar energy systems legally established or permitted prior to the original effective date of the ordinance from which this section is derived are not subject to the requirements of this section, unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

D. Solar Energy System Requirements.

1. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and of the city.

2. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

3. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories, and, where applicable, rules of the public utilities commission regarding safety and reliability.

E. Duties of the Building Official.

1. All documents required for the submission of an expedited solar energy system application shall be made available on the publicly accessible city website.

2. Electronic submittals of the required permit application and documents by electronic means shall be made available to all small residential rooftop solar energy system permit applicants.

3. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

4. The building official shall adopt a checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

5. The small residential rooftop solar energy system permit process and city checklist shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the governor's office of planning and research.

6. All fees prescribed for the permitting of small residential rooftop solar energy systems must comply with Government Code Section 65850.55, Government Code Section 66015, Government Code Section 66016, and State Health and Safety Code Section 17951.

F. Permit Review and Inspection Requirements.

1. The building official shall adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems within 30 days of the adoption on the ordinance from which this section is derived. The building official shall issue a building permit or other nondiscretionary permit the same day for applications that meet the requirements of the approved checklist or within three business days for electronic applications after receipt of a complete application. The building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the city council consistent with the provisions of subsection (F)(3).

2. Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.

3. The building official may deny an application for the permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the city council by the applicant. Any such appeal shall be filed within ten days of the date of the building official's decision and shall state the reasons for the appeal. A fee is required for filing any such appeal as established by resolution of the city council. The appeal shall be set for hearing by the city council within 30 days. The city council may uphold, modify, or set aside the decision of the building official, and its decision shall be final. Failure to comply with the appeals process constitutes a failure to exhaust administrative remedies, and is a ban to bringing a civil action.

4. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.

5. A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

6. Whenever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed. For an approving entity that is an association, as defined in Section 4080 or 6528 of the California Civil Code, and that is not a public entity, both of the following shall apply:

   a. The approval or denial of an application shall be in writing; and

   b. If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

7. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

8. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and should include consolidated inspections. If inspection fails, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this section.

15.04.400 Electric vehicle charging stations.

A. Purpose and Intent. The purpose of this section is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This section is also intended to comply with California Government Code Sections 65850.7 and 65850.71, including successor statutes and amendments thereto.

B. Definitions. The following words and terms as used in this section shall have the meanings hereinafter respectively set forth:

"Building official" shall mean the building official for the City of Suisun City and shall include their designee.

"Electronic submittal" shall include submittal of a document or application including, but not limited to, one of the following methods:

1. Electronic mail or email.
2. The internet.
3. Facsimile.

"Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, including any amendment or successor statutes thereto, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle. Electric vehicle charging stations and electric vehicle charging supply equipment shall refer to equipment including, but not limited to, the following: conductors (including ungrounded, grounded, and equipment grounding conductors), electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

A "feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

"Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

C. Expedited Electric Vehicle Charging Station Permitting. Electric vehicle charging stations which qualify for expedited permit processing, pursuant to Government Code

Section 65850.7, including any amendment or successor statute thereto, shall be subject to the procedures set forth in this section.

D. Expedited Review Process. Consistent with Government Code Section 65850.7, including any amendment or successor statutes thereto, the building official shall implement an expedited permit review process for electric vehicle charging stations and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The city's adopted checklist will be published on the city's publicly accessible website.

E. Electric Vehicle Charging Stations Permit Application and Processing.

1. All electric vehicle charging stations shall be subject to the following standards:

   a. An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. Electric vehicle charging station systems and equipment shall also conform to all applicable provisions and requirements of the California Building Code.

   b. The installation of electric vehicle charging station systems and equipment shall be in accordance with the city's adopted electric vehicle charging station checklist established by the building official.

   c. All electric vehicle charging stations shall be installed only after approval by the building official and only after issuance of the necessary building permit and any and all other permits required by the city relating to the plumbing, electrical, and mechanical characteristics of the system.

2. Upon installation of an electric vehicle charging station, the applicant shall be responsible for obtaining authorization and approval to connect the electric vehicle charging station to the local utility provider's electricity grid. In the event the city owns or operates an electric utility into which connection is proposed by the applicant, the application shall demonstrate compliance with the city's utility interconnection policies prior to approval.

3. The building official shall condition the permit as they deem necessary in order to mitigate or avoid specific, adverse impacts of the charging station.

4. Consistent with Government Code Section 65850.7, including any amendments or successor statutes thereto, the building official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

F. Permit Denial. If the building official makes a written finding based on substantial evidence that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact, the application shall be denied and the

city may require the applicant to apply for a conditional use permit pursuant to Chapter 18.73.

G. Appeal to the Planning Commission. Any permit determination by the building official shall be final and effective unless appealed to the planning commission pursuant to Chapter 18.84."

ATTACHMENT 2

EXHIBIT A

~~Title 15, Buildings and Construction~~

Chapter 15.04 of Title 15 of the Suisun City Municipal Code is hereby repealed and replaced in its entirety to read as follows:

"Chapter 15.04
PERMITS—UNIFORM CODES [1]

15.04.010 Purpose.

This chapter is enacted for the purpose of adopting rules and regulations pursuant to the State Housing Law and the Health and Safety Code, for the protection of the public health, safety and general welfare of the occupant and the public governing the creation, construction, enlargement, conversion, alteration, repair, moving, removal, demolition, occupancy, use, height, court area, sanitation, ventilation and maintenance of any building used for human habitation; provided, however, that nothing in the codes adopted in this chapter shall be construed to prevent any person from performing his own building, mechanical, plumbing or electrical work when performed with the permits in compliance with this chapter.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.020 Definitions.

Whenever any of the following names or terms are used in this chapter or in any of the codes adopted by reference by this chapter, unless the context directs otherwise, such names or terms so used shall have the meaning ascribed thereto by this section:

A. "Board of appeals," "housing advisory and appeals board" and any other reference to the appellate body, mean the Board of Appeals for the City of Suisun City made up of five building official members of the Napa-Solano Chapter of the International Code Council (NSICC) chosen on a case-by-case basis. The NSICC, an organization of building officials, building inspectors, and construction industry personnel, was formed in 1978 to help maintain consistent and uniform code enforcement and code interpretation within the jurisdictions of Napa and Solano Counties. Building officials from jurisdictions within Napa and Solano Counties and neighboring counties are members of the NSICC. Building official members of the NSICC are well versed in the technical and administrative provisions of construction codes.

B. The "accessibility appeals board" shall mean the Board of Appeals for the City of Suisun City plus an additional two members having demonstrated experience dealing with accessibility standards and their applications, appointed on a case-by-case basis.

C. All decisions by the board of appeals and by the accessibility appeals board shall be submitted in writing to the city council for final review. All actions found by the city council to be based on incomplete or inadequate analysis shall be referred back to the appropriate board for further deliberations.

D. "Building official," "plumbing official," "chief," "electrical inspector," "fire code official," "administrative authority" and similar references to a chief administrative position mean the chief building official of the City of Suisun City; provided, however, that:

1. Where such terms are used in connection with those duties imposed by statute or ordinance upon the county health officer the terms shall include the county health officer;

2. For the purpose of implementing the Uniform Code for the Abatement of Dangerous Buildings, the term "authorized representative" of the "building official" shall refer to and include the director of environmental health and such personnel of the Solano County Department of Resource Management Environmental Health as ~~he~~the director may designate.

E. "Building department," "electrical department," "plumbing department," "department of fire prevention", "office of administrative authority" or "housing department" means the building department of the city.

F. "City clerk" means the ex officio clerk of the city council.

G. "City council" or "mayor" means the governing elected officials of the City of Suisun City.

H. "Fire chief" means the chief of the fire department of the city wherein a particular building is or is to be located, or, for any area not within the city limits, the same shall mean the county fire warden designated by the board of supervisors.

I. "Safety assessment" is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.030 Uniform codes adopted.

Subject to the modifications and amendments contained in this chapter, the following primary and secondary codes are adopted and incorporated into the codes of the city by reference and as having the same legal effect as if their respective contents were set forth in this chapter and which may be amended~~ and/or corrected~~ from time to time:

A. The 2025 Edition of the California Building Code (CBC) ~~which references the International Building Code, 2024 Edition, as published by the International Code Council, Inc., and state amendments~~(Part 2 of Title 24 of the California Code of Regulations) is adopted by reference as the building code of the city.

B. The Uniform Housing Code, 1997 Edition, as published by the International Code Council and adopted by the State of California under Title 25 of the California Code of Regulations, is adopted by reference as the housing code of the city.

C. The 2025 Edition of the California Plumbing Code ~~which references the Uniform Plumbing Code, 2024 Edition, together with the~~(Part 5 of Title 24 of the California Code

of Regulations), including all appendices ~~thereto, and state amendments as published by the International Association of Plumbing and Mechanical Officials~~(Appendices A through S), is adopted by reference as the plumbing code of the city.

D. The 2025 Edition of the California Electric Code ~~which references the National Electrical Code, 2023 Edition, as published by the National Fire Protection Association, and state amendments~~(Part 3 of Title 24 of the California Code of Regulations), is adopted by reference as the electrical code of the city.

E. The 2025 Edition of the California Mechanical Code ~~which references the Uniform Mechanical Code, 2024 Edition, together with the appendices thereto, as published by the International Conference of Building Officials, and state amendments~~(Part 4 of Title 24 of the California Code of Regulations), including all appendices (Appendices A through J), is adopted by reference as the mechanical code of the city.

F. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Code Council, is adopted by reference as the dangerous buildings code of the city, with Section 205 amended to read as follows: Section 205.1. In order to provide for final interpretation of provisions of this code and to hear appeals provided for hereunder, there is hereby established a board of appeals as defined in city Code section 15.04.020. The building official shall be an ex officio member of, and shall act as, secretary to said board. The board shall adopt reasonable rules and regulations for conducting its business and shall render all decisions and findings in writing to the appellant, with a copy to the building official. Appeals to the board shall be processed in accordance with the provisions contained in Section 501 of this ~~code~~Uniform Code for the Abatement of Dangerous Buildings. Copies of all rules or regulations adopted by the board shall be delivered to the building official, who shall make them freely accessible to the public.

G. The California Referenced Standards Code, 2025 Edition, ~~together with appendices thereto, as published by~~(Part 12 of Title 24 of the ~~International~~California Code ~~Council, with state amendments,~~of Regulations) is adopted by reference as the building standards of the city.

H. The 2025 Edition of the California Fire Code ~~which references the International Fire Code, 2021 Edition, as published by~~(Part 9 of Title 24 of the ~~International~~California Code ~~Council, is adopted by reference as the fire code of the city, together with the Administrative Chapters 1, 2, and~~of Regulations), including Appendix B, Appendix C, Appendix D and Appendix E, is adopted by reference as the fire code of the city.

I. The 2025 Edition of the California Administrative Code~~, 2025 edition, as published by the International Conference of Building Officials, is adopted by reference as the administrative code~~ (Part 1 of Title 24 of the ~~city.~~

~~J. The 2025~~ California ~~Building Standards Administrative Code, as published by the California Building Standards Commission~~Code of Regulations), is adopted by reference as the building standards administrative code of the city.

~~K~~J. The 2025 Edition of the California Residential Code ~~with Appendices AH, AJ, AX (CRC), incorporating the 2024 edition~~(CRC) (Part 2.5 of Title 24 of the ~~International~~

~~Residential Code, as published by the International Code Council~~California Code of Regulations), including Appendices BF (Patio Covers), BO (Existing Buildings and Structures), CI (Swimming Pool Safety Act), is adopted by reference as the residential code of the city.

~~L~~K. The 2025 Edition of the California Green Building Standards Code~~, as published by~~ (Part 11 of Title 24 of the California ~~Building Standards Commission~~Code of Regulations), is adopted by reference as the green building standards code of the city.

~~M~~L. The 2025 Edition of the California Existing Building Code~~, as published by~~ (Part 10 of Title 24 of the California ~~Building Standards Commission~~Code of Regulations), is adopted by reference as the existing building code of the city.

~~N~~M. The 2025 Edition of the California Historical Building Code~~, as published by~~ (Part 8 of Title 24 of the California ~~Building Standards Commission~~Code of Regulations), is adopted by reference as the historical building code of the city.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 752, § 2, 11-20-2018; Ord. No. 767, § 2, 2-18-2020; Ord. No. 801, § 2, 8-8-2023)~~

N. The 2025 Edition of the California Wildland-Urban Interface Code (Part 7 of the Title 24 of the California Code of Regulations), is adopted by reference as the wildland urban-interface code of the city.

O. The 2025 Edition of the California Energy Code (Part 6 of Title 24 of the California Code of Regulations), is adopted by reference as the energy code of the city.

15.04.040 Copies of adopted codes.

The building official shall maintain at least one copy of each primary code adopted by reference, and each secondary code pertaining thereto. The building official shall maintain ~~a~~at least one copy of each primary code adopted by reference at the building inspection office for public inspection while this chapter is in force.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 752, § 2, 11-20-2018; Ord. No. 801, § 2, 8-8-2023)~~

15.04.050 Utility connections.

It is unlawful for any person, including utility companies, to connect electric power lines or liquefied petroleum gas or natural gas sources permanently to any building or structure for which a permit is required by this chapter until the final inspection has been made and the approval signed by the building inspector. This section shall not prohibit the erection and use of temporary power poles approved by the power company during the course of construction, when approved by the building official.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.060 Encroachment or grading.

No building permit shall be issued for which an encroachment or grading permit is required, unless and until the requirements prerequisite to the encroachment or grading permit have been met.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.070 Conformance of construction to law.

No building permit shall be issued unless and until the building official is satisfied that the construction authorized by the permit will not violate any existing law or ordinance.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.075 Construction work hours.

It shall be the responsibility of anyone engaging in construction or demolition work to restrict the hours of work activity on the site as follows.

A. No construction equipment shall be operated nor any outdoor construction, non-residential projects or repair work shall be permitted within 600 feet from any occupied residence except during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 8:00 p.m., on Saturday and Sunday.

B. Construction work hours on residential projects shall be from 7:00 a.m. to 8:00 p.m.

C. A request for an exception to the permitted construction hours and days may be granted by the chief building inspector for emergency work, to offset project delays due to inclement weather, for 24-hour construction projects, or other similar occurrences.

D. City projects determined by the director of public works to be emergencies shall be exempt from these provisions.

E. For construction work hours for earthwork, trenching, concrete or paving see Section 15.12.320.

F. Interior work which would not create noise or disturbance noticeable to a reasonable person of normal sensitivity in the surrounding neighborhood shall not be subject to these restrictions.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 771, § 4, 6-16-2020; Ord. No. 801, § 2, 8-8-2023)~~

15.04.080 Adoption or amendment procedure.

A. The building official shall review all codes newly adopted by the state pursuant to the State Housing Law, Section 17910 et seq. of the Health and Safety Code and shall:

1. Report such newly adopted codes to the city council and advise the board to schedule a hearing not less than ninety days from the date of report; and

2. Place copies of the codes to be considered by the board in the office of the city council, and in the building department for review by the general public.

B. The city council shall, upon the advice of the building official, schedule such public hearing to receive public testimony on the codes to be adopted by the board.

C. The clerk of the city council shall give notice of the time, place and subject matter of the public hearing scheduled on the matter by the council posting in three public places due to the fact that no newspaper is published or printed within the city limits.

D. The city council shall hold such public hearing at the date and time scheduled, and shall then adopt the code with amendments, if any.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.090 Violations and penalties.

A. It is unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building, structure or building service equipment or cause or permit the same to be done in violation of this chapter.

B. Any person, firm, corporation or other entity which violates any of the provisions of this chapter, including any of the codes adopted by reference, or who violates or fails to comply with any order made thereunder, or who builds in violation of any detailed statement of specification of plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who fails to comply with such an order as affirmed or modified by the city council or by a court of competent jurisdiction shall be guilty of an infraction unless otherwise provided in this code.

C. Any person, firm, corporation or other entity which is guilty of an infraction under this chapter is punishable pursuant to the fine amounts as set forth in Section 36900(c) of the Government Code relating to violations of building and safety codes, including any amendments or successor statutes thereto.

D. Any failure to correct the condition for which the infraction is imposed within a period of seven days after the issuance of a citation, and for each seven-day period thereafter may be treated as a separate and additional violation subject to the same penalties set forth herein.

E. In addition to the penalties set forth above, any violation beyond the third conviction within a one-year period, or any willful violation of this section which creates an immediate threat to the health, safety or welfare of the members of the public or the occupants of any structure in violation of this section, may be charged as a misdemeanor punishable as provided in Chapter 1.08 of the Suisun City Municipal Code.

F. In addition to the penalties set forth herein, any person, firm, corporation or other entity guilty of a violation of this chapter shall be liable for such costs, expenses and

disbursements paid or incurred by the city in correction, abatement and prosecution of the violation.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023; Ord. No. 808, § 15, 12-5-2023)~~

15.04.095 Enforcement.

A. Pursuant to Section 836.5 of the California Penal Code, the chief building official, any deputy or assistant building official, agent or other employee of the building department of Suisun City is authorized to enforce the provisions of this chapter and to arrest or issue citations to violators thereof.

B. The city manager shall have the power to designate by written order that particular officers and other individuals shall be authorized to enforce particular provisions of this chapter as described in subsection A of this section in addition to those persons set forth therein.

~~(Ord. No. 752, § 2, 11-20-2018; Ord. No. 801, § 2, 8-8-2023)~~

15.04.100 Building permit—Business license required.

A. Any contractor or subcontractor who applies for permits to do work within the city limits of the city shall be denied permits if he does not possess current valid city business licenses.

B. Any permits issued in error to anyone not licensed by the city shall be revoked until such time as all fees are paid and licenses are valid.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.110 Building permit—Application—Plans and specifications.

A. Applications are to be signed by the property owner or a duly licensed contractor, engineer or architect.

B. With each application for a building permit, and when required by the building official for enforcement of any provisions of this chapter, three sets of plans and specifications shall be submitted. The building official may require plans and specifications to be prepared and designed by an engineer or architect licensed by the ~~state~~State of California to practice as such.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.120 Building permit—Professional designs required.

All structures or buildings classified in occupancy groups A, B, E, F, H, I, M, S and R-1 shall be designed in accordance with the Building and Professional Codes of the State of California.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.130 Building permit—Term—Retention of plans.

Permits for all occupancy groups shall be valid for two years from the date of their issuance provided that the time limits of starting work or work stoppage are met. The permit documents and plans or a retrievable document image of the permit documents and plans will be retained as a permanent record for the life of the structure.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.140 Building permit—Fees.

Building permit fees shall be prescribed in the City's Master Fees Schedule except buildings shall be valued as determined by the building official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire-extinguishing systems and any other permanent equipment.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 752, § 2, 11-20-2018; Ord. No. 801, § 2, 8-8-2023)~~

15.04.150 Fees for plan checking, inspections and/or related permits.

The city council shall establish a schedule of fees, as found in the Master Fees Schedule, to be charged and collected for plan checking, inspection services performed, and for the issuance of permits. A copy of these fee schedules shall be kept in the office of the city clerk and shall be available for public inspection in all city offices where permits are issued.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.160 CBC Section 111.1 amended and CRC Section R110.1—Certificate of occupancy required.

CBC Section 111.1 and CRC Section R110.1 ~~shall be~~are amended to ~~add~~read as follows:

> No building or structure shall be used or occupied whole or in part without a certificate of occupancy. Such a certificate shall not be issued until compliance with all city requirements has been met. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. Occupying or using a structure without this approval constitutes a public nuisance.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

Exception: Certificates of occupancy are not required for work exempt from permits in accordance with CBC Section 105.2 or CRC Section R105.2.

15.04.170 CBC Section ~~111.1~~111.2 amended and CRC Section R~~110.1~~110.2—Certificate of occupancy—Requirements.

CBC Section ~~111.1~~111.2 and CRC Section R~~110.1 shall be~~110.2 are amended to add the following at the end of the first paragraph:

A certificate of occupancy shall not be issued until all applicable city ordinances, resolutions, regulations and the conditional use permit conditions have been complied with.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.180 CBC Section 110.3.12 amended and CRC Section R109.1.6 Final inspection.

CBC Section 110.3.12 and CRC Section R109.1.6 ~~shall be~~are amended to read as follows:

~~Final Inspection: To~~The final inspection shall be made after final grading and the building is completed and ready for occupancy. This shall mean all electrical, plumbing and mechanical complete and ready for occupancy, as well as all floor covering installed and painting completed, as well as any required exterior landscaping complete with house, sidewalks and streets cleaned.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

~~Editor's note(s)—Ord. No. 801, § 2, adopted Aug. 8, 2023, amended the title of § 15.04.180 to read as herein set out. The former § 15.04.180 title pertained to CBC Section 110.3.10 amended and CRC Section R109.2—Final inspection.~~

15.04.190 California Building Code and California Residential Code amended—Roofing.

~~CBC Sections 1512.1 and CRC~~

A. CBC Section ~~R902.1 and 908.1 are amended as follows:~~

~~CBC Sec.~~ 1505.1 and CRC Section R902.1 ~~is~~are amended to add the following at the end of the first paragraph:

All materials applied as roof covering shall have a fire rating of class "B" or better.

B. CBC ~~Sec.~~Section 1512.1 and CRC Section R908.1 ~~Re-roofing, is~~are amended to add the following at the end of the first paragraph:

All materials applied as roof covering for re-roofing shall have a fire rating of class "B" or better, when 50% or more of an existing roof is replaced within 1 year.

~~A~~C. Section 903.2 of the CBC is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

~~B~~D. Section 905.3.1 of the CBC is amended to read as follows:

905.3.1 Height. In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems shall be installed throughout at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.
3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. Buildings that are two or more stories below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Class I standpipes are allowed in buildings where occupant -use hose lines will not be utilized by trained personnel or the fire department.

6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:

   6.1. Recessed loading docks for four vehicles or less.

   6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 767, § 2, 2-18-2020; Ord. No. 801, § 2, 8-8-2023)~~

~~15.04.195 Reserved.~~

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed § 15.04.195, which pertained to the California Building Code as amended, satellite dish antennas, and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

15.04.200 ~~California Building Code amended—Standard plans.~~

~~The following is added to CBC Section 107.1 and CRC R105.3.2:~~

~~Standard Plans: The Building Official may approve a set of plans for a building or structure as a "standard plan," provided the applicant has made proper application, submitted complete sets of plans, and paid the Plan Review Fee as required by CBC Section 109 and Uniform Administrative Code Section 304.3.~~

~~When it is desired to use an approved "standard plan" for an identical structure, two plot plans and one duplicate plan shall be submitted, and Plan Review Fee equal to one-half of the full Plan Review Fee required in Uniform Administrative Code Section 304.3 shall be paid at the time application is made for such identical structure. Such duplicate plans shall be compared, stamped, and kept on the job as required by CBC Section 107.5. In case of any deviation whatsoever from this standard plan, complete plans, together with a full Plan Review Fee, shall be submitted for the proposed work, as required by Section 107.3, 107.4 and 108 respectively.~~

~~Standard plans shall be valid for a period of one (1) year from the date of approval. This period may be extended by the Building Official when there is evidence that the plan may be used again.~~

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

~~15.04.210, 15.04.215~~—15.04.220 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed §§ 15.04.210 and 15.04.215, which pertained to the California Electric Code as amended, service panels~~

~~and water supply piping, respectively, and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

~~**15.04.220 Uniform Administrative Code Section 204 amended—New materials, appeals.**~~

~~Uniform Administrative Code Section 204 is changed to read:~~

~~(a) Appeals, New Materials, Processes, or Occupancies which may require permits.~~

~~(b) The City Manager, the Building Official, the Fire Chief, and any other affected person shall act as a committee to determine suitability of alternative materials, processes or responsible interpretations of adopted codes.~~

~~(c) When it is claimed that the provisions of any code adopted herein do not apply or that the true intent and meaning has been misconstrued or wrongly interpreted, the applicant may appeal the decision of the committee to the Board of Appeals within thirty (30) days after the committee's written decision.~~

~~(Ord. No. 724, § 2, 9-3-2013; Ord. No. 801, § 2, 8-8-2023)~~

15.04.230 California Fire Code Amendments.

~~The~~A. Section 307.1.1 of the California Fire Code~~ adopted by reference in Section 15.04.030 is amended, modified and revised as set forth in this chapter.~~

~~C. Section 307.1.1~~ is amended to read as follows:

307.1.1 Prohibited Open Burning. Open burning is prohibited in the City of Suisun City. Any burning, open or otherwise, that ~~constituted~~constitutes a nuisance which is injurious to health, or is indecent or offensive to the senses, or is offensive, or objectionable because of smoke emissions, or when atmospheric conditions or local circumstances make such fires hazardous, shall be prohibited. The fire code official is authorized to order the extinguishment by the owner, occupant, responsible person, or the fire department of any burning that creates or adds to a hazardous or objectionable situation.

~~D~~B. Section 903.2 of the California Fire Code is amended to read as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures, in which the total floor area of all floors exceeds five thousand (5,000) square feet, shall be provided in the locations described in Section 903.2.1 through 903.2.12 and Sections 903.2.14 through 903.2.21.

~~E~~C. Section 905.3.1 of the California Fire Code is amended to read as follows:

905.3.1 Height. In other than Group R-3 and R-3.1 occupancies, Class III standpipe systems be installed throughout at each floor where any of the following occur:

1. Buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of fire department vehicle access.
2. Buildings that are three or more stories in height.
3. Buildings where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.
4. Buildings that are two or more stories below the highest level of fire department vehicle access.

Exceptions:

1. Class I standpipes are allowed in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2.
2. Class I standpipes are allowed in Group B and E occupancies.
3. Class I standpipes are allowed in parking garages.
4. Class I standpipes are allowed in basements equipped throughout with an automatic sprinkler system.
5. Class I standpipes are allowed in buildings where occupant -use hose lines will not be utilized by trained personnel or the fire department.
6. In determining the lowest level of fire department vehicle access, it shall not be required to consider either of the following:
   - 6.1. Recessed loading docks for four vehicles or less.
   - 6.2. Conditions where topography makes access from the fire department vehicle to the building impractical or impossible.

~~(Ord. No. 767, § 2, 2-18-2020; Ord. No. 801, § 2, 8-8-2023)~~

~~Editor's note(s)—Ord. No. 801, § 2, adopted Aug. 8, 2023, amended the title of § 15.04.230 to read as herein set out. The former § 15.04.230 title pertained to Uniform Fire Code Section 307.1.1 Prohibited Open Burning.~~

15.04.240 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed §§ 15.04.230 and 15.04.240, which pertained to the California Fire Code—Section 104.11.4 (hazard abatement), and Section 105.1.4 (fees), respectively, and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

15.04.270 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed § 15.04.270, which pertained to the California Fire Code—Section 503.1.4 (access way parking), and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

15.04.295 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed § 15.04.295, which pertained to the California Fire Code—Section 903.3.1.1.1 (sprinklers above storage areas), and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

15.04.300 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed § 15.04.300, which pertained to the California Fire Code—Section 903.2.11.3 (sprinklers in tall or large buildings), and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

~~**15.04.304 New materials, processes, or occupancies that may require permits.**~~

~~The city manager, the fire chief, and any person appointed or designated by the fire chief shall act as a committee to determine and specify, after giving the affected person(s) an opportunity to be heard, any new materials, processes or occupancies for which permits are required in addition to those now enumerated in the Fire Code. The fire chief shall post a list of such new materials, processes, or occupancies in a conspicuous place in the fire prevention division and distribute copies thereof to interested persons upon request and payment of any copying cost.~~

~~(Ord. No. 786, § 2, 7-6-2021)~~

15.04.310 Fire Code modifications and appeals.

A. Purpose. The purpose of this section is to provide a process for appeals and modification requests for any orders or directives issued by the fire chief pursuant to their authority under the Suisun City Municipal Code and the Fire Code, as well as to provide an appeal process for cost recovery fee demands pursuant to Chapter 9.32 (First Responder Fee), and any other cost recovery or permit scheme pursuant to these codes, as may be adopted by the city council.

B. Modifications. The fire chief is authorized to modify the application of any of the provisions of the Fire Code upon application in writing by the property owner, or their duly authorized representative, where there are practical difficulties in the way of carrying out the provisions of the Fire Code, provided the fire chief finds that the spirit or intent of the Fire Code shall be complied with, public safety secured, and substantial justice done. The justification or reasons for such modifications, when granted or approved, and the decisions of fire chief shall be entered upon the records of the fire department, and a signed copy of such grant or approval shall be furnished to the applicant.

C. Appeals. The imposition of a cost recovery fee, order, or directive of the fire chief may be appealed by the person who the subject of the order. The fire chief shall issue the order in writing, mailed to the last known address of the property owner, specifying the grounds for order, based on a preponderance of the evidence.

D. Appeal Process

1. Directives and Orders.

a. Any person who wishes to appeal an order or directive (collectively, "order") by the fire chief shall file a written appeal with the city clerk within 15 days after deposit of the order in the mail, specifying in detail the grounds for such appeal. The notice of appeal shall be accompanied by a nonrefundable fee as established in the city's master fee schedule. Failure to file a timely appeal will be considered a failure to exhaust administrative remedies for the purpose of seeking judicial review under subsection E of this section. In the event an appeal is timely filed, the order shall not be effective until a final decision has been rendered by the city manager.

b. The appeal shall be heard by the city manager. The city clerk shall provide at least ten days' prior written notice of the date, time, and place of the hearing.

c. The decision of the city manager shall be rendered within 15 days from the close of the hearing and shall be mailed to the address provided by the appellant. The decision of the city manager shall be in writing, and shall articulate the grounds thereof. The decision of the city manager is final.

2. Cost Recovery Fees.

a. Any person who wishes to appeal ~~an~~ a cost recovery fee by the fire chief shall file a written appeal with the city clerk within 30 days after deposit of the fee demand in the mail, specifying in detail the grounds for such appeal. The notice of appeal shall be accompanied by a nonrefundable fee as established in the city's master fee schedule.

Failure to file a timely appeal will be considered a failure to exhaust administrative remedies for the purpose of seeking judicial review under subsection E of this section. In the event an appeal is timely filed, the order shall not be effective until a final decision has been rendered by the city council.

b. The appeal shall be heard by the city council. The city clerk shall provide at least ten days' prior written notice of the date, time, and place of the hearing.

c. The decision of the city council shall be rendered within 15 days from the close of the hearing and shall be mailed to the address provided by the appellant. The decision of the city council shall be in the form of a resolution.

E. The following procedures shall apply to appeal hearings:

1. All parties shall have the right to be represented by legal counsel, to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any matter relevant to the issues, and to impeach any witness regardless of which party first called him or her to testify, and to rebut evidence.

2. The hearing is an informal quasi-judicial proceeding, and is not conducted according to technical rules relating to evidence and witness. Any relevant evidence that is determined to be reliable will be admitted, regardless of its admissibility in a civil action. Hearsay evidence will be allowed for the purpose of supplementing or explaining other evidence, but over timely objection such evidence will not be sufficient in itself to support a finding unless it would be admissible over objection in a civil action. The rules of privilege shall be effective to the extent they are otherwise required by stature to be recognized at the hearing. Irrelevant and unduly repetitious evidence shall be excluded.

3. Any objections to the conduct of the hearing and/or to the introduction of evidence that are not timely made will be deemed waived. For the purposes of making a timely objection, an objection is timely if made before submission of the case for decision.

4. When a party does not proficiently speak or understand the English language the party may provide an interpreter at the party's own expense. An interpreter shall not have any involvement in the issues of the case prior to the hearing.

5. The decision of the city manager or city council, as applicable, shall be final and shall be subject to judicial review according to the provisions and time limits set forth in Section 1094.6 of the California Code of Civil Procedure.

~~(Ord. No. 786, § 3, 7-6-2021)~~

15.04.360—15.04.380 Reserved.

~~Editor's note(s)—Ord. No. 752, § 2, adopted Nov. 20, 2018, repealed §§ 15.04.360—15.04.380, which pertained to the California Fire Code, outside aboveground storage limits, Section 905.4.3 (hose connections in large or multiple story buildings), and electric access gates, respectively, and derived from Ord. No. 724, § 2, adopted Sept. 3, 2013.~~

15.04.390 Residential solar projects.

A. Definitions. For the purposes of this residential solar projects section, the following definitions shall apply:

1. A "solar energy system" means either of the following:

   a. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating~~.~~; or

   b. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

2. A "small residential rooftop solar energy system" means all of the following:

   a. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or 30 kilowatts thermal.

   b. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and all state and city health and safety standards.

   c. A solar energy system that is installed on a single or duplex family dwelling.

   d. A solar panel or module array that does not exceed the maximum legal building height as defined by the city.

3. "Electronic submittal" means the utilization of one or more of the following:

   a. Email.
   b. The Internet.

4. An "association" means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

5. "Building official" means the building official or his designee authorized to enforce this Code.

6. A "common interest development" means any of the following:

   a. A community apartment project.

   b. A condominium project.

   c. A planned development.

   d. A stock cooperative.

7. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

8. "Reasonable restrictions" on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.

9. "Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance" means:

   a. For Water Heater Systems or Solar Swimming Pool Heating Systems. An amount exceeding ten percent of the cost of the system, but in no case more than $1,000.00, or decreasing the efficiency of the solar energy system by an amount exceeding ten percent, as originally specified and proposed.

   b. For Photovoltaic Systems. An amount not to exceed $1,000.00 over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten percent, as originally specified and proposed.

B. Purpose.

~~1.~~ The purpose of the ordinance from which this section is derived is to adopt an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014) to achieve timely and cost-effective installations of small residential rooftop solar energy systems. The ordinance from which this section is derived encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and expanding the ability of property owners to install solar energy systems. The ordinance from which this section is derived allows the city to achieve these goals while protecting the public health and safety.

C. Applicability.

1. This section applies to the permitting of all small residential rooftop solar energy systems in the city.

2. Small residential rooftop solar energy systems legally established or permitted prior to the original effective date of the ordinance from which this section is derived are not subject to the requirements of this section, unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.

D. Solar Energy System Requirements.

1. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and of the city.

2. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.

3. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories, and, where applicable, rules of the public utilities commission regarding safety and reliability.

E. Duties of the Building Official.

1. All documents required for the submission of an expedited solar energy system application shall be made available on the publicly accessible city website.

2. Electronic submittals of the required permit application and documents by electronic means shall be made available to all small residential rooftop solar energy system permit applicants.

3. An applicant's electronic signature shall be accepted on all forms, applications, and other documents in lieu of a wet signature.

4. The building official shall adopt a checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.

5. The small residential rooftop solar energy system permit process and city checklist shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the governor's office of planning and research.

6. All fees prescribed for the permitting of small residential rooftop solar energy systems must comply with Government Code Section 65850.55,

Government Code Section 66015, Government Code Section 66016, and State Health and Safety Code Section 17951.

F. Permit Review and Inspection Requirements.

1. The building official shall adopt an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems within 30 days of the adoption on the ordinance from which this section is derived. The building official shall issue a building permit or other nondiscretionary permit the same day for applications that meet the requirements of the approved checklist or within three business days for electronic applications after receipt of a complete application. The building official may require an applicant to apply for a use permit if the official finds, based on substantial evidence, that the solar energy system could have a specific, adverse impact upon the public health and safety. Such decisions may be appealed to the city council consistent with the provisions of subsection (F)(3).

2. Review of the application shall be limited to the building official's review of whether the application meets local, state, and federal health and safety requirements.

3. The building official may deny an application for the permit if the official makes written findings based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the rejection of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the city council by the applicant. Any such appeal shall be filed within ten days of the date of the building official's decision and shall state the reasons for the appeal. A fee is required for filing any such appeal as established by resolution of the city council. The appeal shall be set for hearing by the city council within 30 days. The city council may uphold, modify, or set aside the decision of the building ~~decision~~official, and its decision shall be final. Failure to comply with the appeals process constitutes ~~is~~ a failure to exhaust administrative remedies, and is a ban to bringing a civil action.

4. Any condition imposed on an application shall be designed to mitigate the specific, ~~ad verse~~adverse impact upon health and safety at the lowest possible cost.

5. A feasible method to satisfactorily mitigate or avoid the specific, adverse impact includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets

the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.

6. Whenever approval is required for the installation or use of a solar energy system, the application for approval shall be processed and approved by the appropriate approving entity in the same manner as an application for approval of an architectural modification to the property, and shall not be willfully avoided or delayed. For an approving entity that is an association, as defined in Section 4080 or 6528 of the California Civil Code, and that is not a public entity, both of the following shall apply:

   a. The approval or denial of an application shall be in writing~~.~~; and

   b. If an application is not denied in writing within 45 days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

7. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.

8. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and should include consolidated inspections. If inspection fails, a subsequent inspection is authorized, however the subsequent inspection need not conform to the requirements of this section.

~~(Ord. No. 733, § 2, 10-6-2015)~~

15.04.400 Electric vehicle charging stations.

A. Purpose and Intent. The purpose of this section is to promote and encourage the use of electric vehicles by creating an expedited, streamlined permitting process for electric vehicle charging stations while promoting public health and safety and preventing specific adverse impacts in the installation and use of such charging stations. This section is also intended to comply with California Government Code Sections 65850.7 and 65850.71, including successor statutes and amendments thereto.

B. Definitions. The following words and terms as used in this section shall have the meanings hereinafter respectively set forth:

"Building official" shall mean the building official for the City of Suisun City and shall include their designee.

"Electronic submittal" shall include submittal of a document or application including, but not limited to, one of the following methods:

1. Electronic mail or email.
2. The internet.
3. Facsimile.

"Electric vehicle charging station" or "charging station" means any level of electric vehicle supply equipment station that is designed and built in compliance with Article 625 of the California Electrical Code, including any amendment or successor statutes thereto, and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle. Electric vehicle charging stations and electric vehicle charging supply equipment shall refer to equipment including, but not limited to, the following: conductors (including ungrounded, grounded, and equipment grounding conductors), electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

A "feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by a city, county, or city and county on another similarly situated application in a prior successful application for a permit.

"Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

~~B~~C. Expedited Electric Vehicle Charging Station Permitting. Electric vehicle charging stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, including any amendment or successor statute thereto, shall be subject to the procedures set forth in this section.

~~C~~D. Expedited Review Process. Consistent with Government Code Section 65850.7, including any amendment or successor statutes thereto, the building official shall implement an expedited permit review process for electric vehicle charging stations and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The city's adopted checklist will be published on the city's publicly accessible website.

~~D~~E. Electric Vehicle Charging Stations Permit Application and Processing.

1. All electric vehicle charging stations shall be subject to the following standards:

a. An electric vehicle charging station shall meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability. Electric vehicle charging station systems and equipment shall also conform to all applicable provisions and requirements of the California Building Code.

b. The installation of electric vehicle charging station systems and equipment shall be in accordance with the city's adopted electric vehicle charging station checklist established by the building official.

c. All electric vehicle charging stations shall be installed only after approval by the building official and only after issuance of the necessary building permit and any and all other permits required by the city relating to the plumbing, electrical, and mechanical characteristics of the system.

2. Upon installation of an electric vehicle charging station, the applicant shall be responsible for obtaining authorization and approval to connect the electric vehicle charging station to the local utility provider's electricity grid. In the event the city owns or operates an electric utility into which connection is proposed by the applicant, the application shall demonstrate compliance with the city's utility interconnection policies prior to approval.

3. The building official shall condition the permit as they deem necessary in order to mitigate or avoid specific, adverse impacts of the charging station.

4. Consistent with Government Code Section 65850.7, including any amendments or successor statutes thereto, the building official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

~~E~~F. Permit Denial. If the building official makes a written finding based on substantial evidence that the electric vehicle charging station could have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact, the application shall be denied and the city may require the applicant to apply for a conditional use permit pursuant to Chapter 18.73.

~~F~~G. Appeal to the Planning Commission. Any permit determination by the building official shall be final and effective unless appealed to the planning commission pursuant to Chapter 18.84."

~~(Ord. No. 795, § 1, 7-26-2022)~~

[1]~~*Editor's note(s)—Ord. No. 724, § 2, adopted September 3, 2013, amended Ch. 15.04, §§ 15.04.010—15.04.380 in its entirety. Former Ch. 15.04 pertained to similar subject matter, and was derived from Ord. No. 715, § 2, adopted January 4, 2011.*~~

Ordinance No. ___ - Adoption of 2025 California Building and Fire Codes

City of Suisun City, City Council
John Kearns, Principal Planner
December 16, 2025

Background

- Purpose
  - Routine action. Each of the cities and counties in California are taking (or have already taken) action via similar ordinances.
- California Building Standards Commission (CBSC)
- 2025 Triennial Code Updates
- State law requires local government to enforce the California Building Standards Code, through a local building department and/or fire district.
- Environmental Determination

2025 Building Code Highlights

- All-Electric Baseline for new homes
- Enhanced ventilation & water efficiency standards
- Mandatory EV-Ready Infrastructure for new & remodeled units
- Expanded Safety Requirements for Electrical Outlets
- Tamper-Resistant Receptacles required
- Mandated electrification & expanded solar + battery storage
- Required EV charging infrastructure scaled by occupancy and use
- Stricter seismic design & anchoring of equipment
- Taller and Larger Wood Buildings (Mass Timber)
- Improved accessibility standards

2025 Existing Construction Requirement Highlights

- Energy efficiency upgrades mandated with system replacements
- EV infrastructure required when adding/altering parking
- Electrical safety upgrades with renovations
- Renovations Trigger Upgrades: Stricter fire standards apply when replacing parts of a home, such as vents, siding, or gutters.

Analysis

- 2025 California Building Standards Code Effective January 1, 2026
- Assembly Bill 130 and Senate Bill 131
- Title 24 of the California Code of Regulations is reserved for state regulations that govern the design and construction of buildings, associated facilities, and equipment
- Defined as building standards per CA Health & Safety Code Section 18909
- These regulations are building standards that apply to all building occupancies throughout the state of California
- Adoption by reference
- **No Local Amendments are being proposed**
- Proposed Findings for adoption
- Title 15 Buildings and Construction, Chapter 15.04 “Permits – Uniform Codes”

Recommendation

Staff recommends that the City Council (1) Hold a public hearing; and (2) Adopt Ordinance No. ___; An Ordinance of the City Council of the City of Suisun City Repealing and Replacing Chapter 15.04 (Permits-Uniform Code) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code, and Adopting by Reference Part 1 Administrative Code, Part 2 Building Code, Part 2.5 Residential Code, Part 3 Electrical Code, Part 4 Mechanical Code, Part 5 Plumbing Code, Part 6 Energy Code, Part 7 Wildland-Urban Interface Code, Part 8 Historical Building Code, Part 9 Fire Code, Part 10 Existing Building Code, Part 11 Green Building Code, Part 12 Referenced Standards Code, Including Related Appendices, as Identified, of the California Code of Regulations Title 24, 2025 Edition of the California Building Standards Code, Together with Certain Additions, Insertions, Deletions and Changes Thereto, and Making a Determination of Exemption Under the California Environmental Quality Act

AGENDA ITEM NO. 21.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: PUBLIC HEARING: Council Adoption of Resolution No. 2025-___; Approving Tentative Parcel Map (TPM) Application No. PLN 2025-00004, and Planned Unit Development (PUD) Application No. PLN 2025-00021 to Subdivide Approximately 5.12 Acres of Land into Four (4) Parcels plus One (1) Remainder Parcel Ranging in Size from Approximately 0.95 Acres to 1.12 acres and Modified Development Standards on Property located North of Highway 12 and East of Sunset Avenue (APN 0173-390-200), and Determining that the Project is Exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15315 (Class 15: Minor Land Divisions) of the CEQA Guidelines, which Exempts Minor Land Divisions of Four (4) or Fewer Parcels.

FISCAL IMPACT: This project would have a positive impact on the General Fund through an increase in sales tax revenue and increase in property tax on presently undeveloped land.

STRATEGIC PLAN: Provide Good Governance; Develop Sustainable Economy; Enhance the Environment.

BACKGROUND: The Applicant, Hilbers Inc., proposes the subdivision of ±5.12 acres of land into four parcels plus a remainder parcel and modified development standards located on property located north of Highway 12, and east of Sunset Avenue. A more complete project description is summarized below, as well as the project description provided as **Attachment 2, Project Description.**

A. Required Entitlements

Pursuant to the Suisun City Municipal Code (SCMC) Chapters 17.16 and 18.72, respectively, the proposed Project requires the following planning entitlements:

- Tentative Parcel Map (TPM); and
- Planned Unit Development (PUD)

The requested entitlements require recommendations by the Planning Commission, and decision by the City Council. Future site-specific development would require additional entitlements.

It is worth noting that entitlements PLN-2025-00004 and PLN-2025-00021 for a Conditional Use Permit (CUP) and Site Plan & Architectural Review (SPAR) for a drive-through coffee shop were approved by Planning Commission on November 25, 2025. Those entitlements were processed independently from this Project; however, are contingent upon approval of this request.

B. Site Description & Surrounding Land Uses

As shown in **Attachment 3, Project Location,** the Project site is located on a property located north of Highway 12 and east of Sunset Avenue. The site is currently vacant and undeveloped consisting of relatively flat topography. The Surrounding land uses include commercial to the north, commercial and residential east, commercial to the west, and mixed-use (residential and commercial) to the south.

C. Public Outreach & Noticing

The following discusses public outreach efforts related to the Project.

1. Good Neighbor Meeting

On May 25, 2021, the City of Suisun City implemented a "Good Neighbor Meeting" policy requiring certain projects to conduct a neighborhood meeting early in the review process and to provide an opportunity for meaningful community input. The Applicant held a Good Neighbor Meeting on July 9, 2025, at 6:00 p.m. via Microsoft Teams, which was noticed to property owners and tenants within a 600-foot radius of the Project site. The meeting lasted approximately 15 minutes and allowed community members to ask questions following a presentation on the project. Following staff review of the transcript and recording, two community members attended the meeting, however, there were no questions asked of the applicant. An audio recording of the meeting has been included on the city website as well as via the City's social media platforms.

2. Planning Commission

On Tuesday, November 25, 2025, the Planning Commission recommended approval of the Project in a 5-0 vote. Commissioners raised general questions related to circulation and flow of traffic, as well as ensuring access to the remainder parcel.

3. Legal Ad & Public Noticing

In advance of the Planning Commission hearing, a legal ad was published in the Daily Republic on Sunday, November 16, 2025. In addition, a public notice was mailed to property owners within a 600-foot radius on November 13, 2025. In advance of the City Council hearing, a legal ad was published in the Daily Republic on Wednesday, December 3, 2025, along with a mailed public notice to property owners within a 600-foot radius on Wednesday, December 03, 2025.

4. Public Comments

At the time of this writing, no public comments have been received. Any comments received after this report was published will be provided to the Planning Commissioners, and/or City Council in accordance with policy.

STAFF REPORT: The Project proposes the subdivision of an existing approximately five (5) acre parcel into four (4) parcels plus a remainder parcel. In addition, the Project proposes deviations to existing development standards to facilitate future development of the parcels. Each parcel is described below, along with the requested modifications to development standards.

A. Project Description

The following section describes the Project details.

1. Proposed Parcels

As shown in **Attachment 4, Project Plans,** the Project proposes subdivision of an existing approximately 5.12-acre parcel to the following parcels:

- Parcel 1: 41,433 square feet (0.95 acres)
- Parcel 2: 41,710 square feet (0.96 acres)
- Parcel 3: 48,864 square feet (1.12 acres)
- Parcel 4: 46,934 square feet (1.08 acres)
- Remainder Parcel: 44,082 square feet (1.01 acres)

2. Site Access & Circulation

As shown on the Project Plans, the subdivision would maintain access via existing easements already in

place, providing sufficient ingress/egress throughout the immediate area. As individual projects are proposed, each parcel would include its own access based on the needs of the project, and in compliance with applicable codes.

B. Analysis & Discussion

The following section provides an analysis and discussion of the Project and its compliance with applicable standards, codes, and regulations, including required findings for the Project's entitlement(s).

1. General Plan Land Use & Zoning Consistency

The Project site is located within the Commercial Mixed Use Land Use Designation of the 2035 General Plan. According to the 2035 General Plan, the Commercial Mixed-Use designation provides for retail and service commercial operations; research, assembly, fabrication, storage, distribution, and processing uses; professional offices; public services and facilities; and other compatible uses, such as higher density dwelling units. The Project site is also within the South Sunset Avenue Opportunity Area.

Opportunity areas are areas within the city that have concentrations of vacant and/or underutilized land where development should be focused, and development promoted.

As a Project within a commercial designated "opportunity area," the Project, would be consistent with the land use designation. Further, the Project would meet several of the 2035 General Plan goals and policies, as shown in Attachment 5, General Plan Consistency Analysis.

The Project site is within the Commercial Mixed Use (CMU) Zone District. The CMU Zone District is intended to be comprised of predominantly retail or service uses, in combination with other secondary and complementary uses (i.e., residential, office, or civic uses). If approved, the Parcel Map and PUD would help to facilitate future development consistent with this zone district.

2. Tentative Parcel Map

As a proposed Tentative Parcel Map, the project would be subject to the lot size standards of the CMU Zone District pursuant to Section 18.32.01 of the SCMC, which are as follows:

- Minimum Lot Area: 2,500 square feet
- Minimum Lot Width: 40 feet
- Minimum Lot Depth: 60 feet

The proposed Project would meet or exceed applicable standards for the minimum lot sizes. Therefore, the proposed parcels would be consistent with the lot standards required by the CMU Zone District. Future development would be required to comply with other applicable CMU standards as projects are proposed.

a. Required Findings

A detailed analysis of the required findings for a subdivision is provided in Attachment 6, Subdivision Findings. Based on Staff's analysis, the Project would comply with the findings required by Section 17.12.050 of the SCMC.

3. Planned Unit Development

Per Section 18.72.010 of the SCMC, 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."

The Project proposes a PUD as part of the subdivision to better facilitate development of the overall area. If approved, the PUD would only apply to the parcels that are the subject of the subdivision map. As mentioned above, the Project site is zoned CMU which are subject to the development standards outlined in SCMC Section 18.32.010. Although most of the existing standards are sufficient for development based on today's economy and development trends, the Applicant requests minor deviations to better accommodate and facilitate development of the area.

The proposed PUD requests the following deviations of the CMU Zone District:

	CMU Standard	**Proposed PUD Standard**
LOT SIZE		
Lot Area	2,500 sq. ft. (min.)	No Change
Lot Coverage	100% (max.)	No Change
Lot Width	40 ft. (min.)	No Change
Lot Depth	60 ft. (min.)	No Change
Floor Area Ratio	0.25 (min.) 1.0 (max.)	1.0 (max.)
SETBACKS		
Front	0 ft. (min.) 10 ft. (max.)	5 ft. (min.) No Maximum
Side (interior)	0ft. (min.) 10 ft. (max.)	5 ft. (min.) No Maximum
Side (street)	0ft. (min.) 15 ft. (max.)	5 ft. (min.) No Maximum
Side (adjacent to res.)	Varies (at least what adjacent zone is)	No Change
Rear	15 ft. (min.)	5 ft. (min.) / 15 ft. (min.) adjacent to residential
Height	45 ft. (3 stories)	No Change

Based upon the analysis of the materials provided for the proposed Project, a review of the goals and intent of the 2035 General Plan and Zoning Code, the Project would be consistent with the overall purpose and intent of the Commercial Mixed Use Zoning District and all applicable requirements of the Suisun City Code, subject to conditions of approval included herein. Therefore, if approved, the PUD would continue to advance the goals and policies of the 2035 General Plan in accordance with the flexibility in design standards requested by the Applicant.

a. Required Findings

A detailed analysis of the required findings for a PUD is provided in **Attachment 7, PUD Findings**. Based on Staff's analysis, the Project would comply with the findings required by the SCMC.

4. Environmental Review

Staff and Planning Commission recommends that the City Council determine that no further environmental review is required pursuant to Section 15315 (Class 15, Minor Land Divisions) of the California Environmental Quality Act (CEQA) Guidelines, which exempts construction of and/or conversion of small structures.

The exceptions to categorical exemptions identified in Section 15300.2 of the CEQA Guidelines are inapplicable because the land is in an urbanized area with no environmentally sensitive habitats or species of concern on the property, there has been no successive effort to intensify land uses in the area, no unusual circumstances exist that would pose a reasonable possibility of having a significant effect on the environment, the Project does not negatively affect historic resources, and none of the other exceptions identified in Section 15300.2 are present or apply to the Project. Based on this analysis, no significant environmental effects would result from this Project and the use of categorical exemptions is appropriate.

STAFF RECOMMENDATION: Staff and Planning Commission recommends that the City Council to approve Tentative Parcel Map (TPM) Application No. PLN-2025-00004, and Planned Unit Development (PUD) Application No. PLN-2025-00021 to subdivide approximately 5.12 acres of land into four (4) parcels plus one (1) remainder parcel ranging in size from approximately 0.95 acres to 1.12 acres and modified development standards on property located north of Highway 12 and East of Sunset Avenue (APN 0173-390-200), and determining that the Project is exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15315 (Class 15: Minor Land Divisions) of the CEQA Guidelines, which exempts minor land divisions of four (4) or fewer parcels.

PREPARED BY:	John Kearns, Principal Planner
REVIEWED BY:	Ricky Capterton, AICP, Development Services Director
APPROVED BY:	Bret Prebula, City Manager

ATTACHMENTS:

1. Rancho Suisun Parcel Map and PUD ATCH 1 RESO No. 2025-XX.pdf
2. Rancho Suisun Parcel Map and PUD ATCH 2 Project Description.pdf
3. Rancho Suisun Parcel Map and PUD ATCH 3 Project Location.pdf
4. Rancho Suisun Parcel Map and PUD ATCH 4 Parcel Map.PDF
5. Rancho Suisun Parcel Map and PUD ATCH 5 General Plan Consistency Analysis.pdf
6. Rancho Suisun Parcel Map and PUD ATCH 6 Subdivision Findings.pdf
7. Rancho Suisun Parcel Map and PUD ATCH 7 PUD Findings.pdf
8. Rancho Suisun Parcel Map and PUD ATCH 8 PPT.pdf

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ATTACHMENT 1

RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING TENTATIVE PARCEL MAP APPLICATION NO. PLN-2025-00004 AND PLANNED UNIT DEVELOPMENT APPLICATION NO. PLN-2025-00021: A REQUEST TO SUBDIVIDE 5.12 ACRES INTO FOUR PARCELS WITH A REMAINDER PARCEL AND DEVIATE FROM CERTAIN DEVELOPMENT STANDARDS AT PROPERTY LOCATED NORTH OF HIGHWAY 12 AND EAST OF SUNSET AVENUE (APN 0173-390-200) AND DETERMINING THAT THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

WHEREAS, the City Council considered Tentative Parcel Map Application No. PLN-2025-00004 and Planned Unit Development Application No. PLN-2025-00021 for the subject development application on December 16, 2025; and

WHEREAS, the Planning Commission conducted a review of the applicable application at their regular meeting of November 25, 2025, and recommended City Council approval of the subject applications; and

WHEREAS, a report by the City Staff was presented and made a part of the recommendations of said meeting; and

WHEREAS, the applicant and members of the public were present to speak on the application; and

WHEREAS, this project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) per Section 15315 Minor Land Divisions; and

WHEREAS, based on evidence presented at the meeting by City Staff, the applicant, the public and Council, the following Findings are hereby made:

A. The subdivision shall be consistent with applicable general plans and codes;

Staff Analysis: For the reasons identified in this Staff Report, the Project, subject to the Conditions of Approval, would conform to the General Plan and would meet many of the goals and policies of the General Plan, such as those identified in ***Attachment 5, General Plan Consistency Analysis*** *to the staff report. Further, the Project, as conditioned, would be required to comply with all applicable standards and regulations for construction to ensure it does not cause any safety or danger to the public, health, and safety of the area.*

B. The site shall be physically suitable for the type of development proposed;

Staff Analysis: As a subdivision to facilitate infill development, the Project would have adequate access to existing utilities, access roads, drainage, and other necessary facilities needed for the Project.

C. The site shall be physically suitable for the proposed density of development;

Staff Analysis: As a subdivision, the Project itself would not result in development. Future development would be required to undergo appropriate review and consideration to ensure compatibility and suitability.

D. The design of the division shall not be likely to cause substantial environmental damage;

Staff Analysis: As a subdivision, the Project itself would not result in development. Future development would be required to undergo appropriate review and consideration to ensure compatibility and suitability. The subdivision would meet the standards required of the CMU Zone District, and therefore would not likely cause substantial environmental damage. Further, the site is already surrounded by existing development and is within an urbanized area of the City.

E. The design of the division shall not conflict with easements of record;

Staff Analysis: As shown in the Project Plans, the subdivision would not affect any existing easements. Further, the Project would undergo further detailed review by City Staff to ensure no conflicts exist or are created with the proposed subdivision.

F. The design shall be consistent with local guidelines relating to the implementation of the Environmental Quality Act of 1970;

Staff Analysis: As described in the Staff Report, the Project would be exempt from the California Environmental Quality Act (CEQA).

G. The design of the subdivision is not lot likely to cause substantial damage to a known site of historical or archaeological significance;

Staff Analysis: The Project site is vacant and undeveloped. There are no existing structures on site, and the area is in a highly urbanized area. It is unlikely there are any significant archaeological resources, however, if any are discovered, several State and federal protections exist and would assure none are damaged.

H. The waste discharge of the division shall not result in violations of existing requirements of the California Regional Water Quality Board; and

Staff Analysis: As shown in the Project Plans, the subdivision itself would not result in any physical development. However, as Projects are proposed, they would be reviewed in detail for

compliance with applicable codes and regulations, including adherence to any Regional Water Quality Board requirements.

I. The division, if fronting on a public waterway, river or stream, shall provide public access by fee or easement.

Staff Analysis: As shown in the Project Location map, the Project site is not fronting any public waterway, river or stream.

WHEREAS, based on evidence presented at the meeting by City Staff, the applicant, the public and Council, the following Findings are hereby made for the Planned Unit Development Permit:

A. 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 and Title 18 "Zoning" of the Suisun City Municipal Code.

Staff Analysis: For the reasons identified in this Staff Report, the Project, subject to the Conditions of Approval, would conform to the General Plan and would meet many of the goals and policies of the General Plan, such as those identified in ***Attachment 5, General Plan Consistency Analysis*** *to the staff report. Further, the Project, as conditioned, would be required to comply with all applicable standards and regulations for construction to ensure it does not cause any safety or danger to the public, health, and safety of the area. Other than the deviations requested under the PD, the Project would otherwise comply with all applicable standards.*

B. That the proposed project along with the proposed conditions under which it would be operated or maintained will be consistent with the General Plan.

Staff Analysis: For the reasons identified in this Staff Report, the Project, subject to the Conditions of Approval, would conform to the General Plan and would meet many of the goals and policies of the General Plan, such as those identified in ***Attachment 5, General Plan Consistency Analysis*** *to the staff report.*

C. 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.

Staff Analysis: The Project, as conditioned, would be required to comply with all applicable standards and regulations for construction to ensure it does not cause any safety or danger to the public, health, and safety of the area. The Project site is in an urbanized area primarily surrounded by other nonresidential development. There is adjacent residential northeast of the

site; however, setbacks of future development and conditions based on future development would ensure operations are not detrimental.

1. **That the proposed project is exempt from the California Environmental Quality Act per Section 15315 (Class 15, Minor Land Divisions).**

   Staff Analysis: As stated above, the site would be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15315 (Class 15, Minor Land Divisions) of the CEQA Guidelines which exempts the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning and other specified criteria are met.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Suisun City does hereby Approve Tentative Parcel Map No. PLN-2025-00004, which divides APN 0173-290-200 into four separate parcels with a remainder parcel; and Planned Unit Development No. PLN-2025-00021 for Deviations to Certain Development Standards subject to the following conditions and all other local, state, and federal requirements:

1. If a Designated Remainder per Government Code 66424.6 is shown, the following Note shall be placed on a Supplemental Map Sheet per 66434.2.

a. Prior to the sale, lease, and development of the remainder parcel shown hereon, a Certificate of Compliance shall be required. Furthermore, prior to the issuance of said Certificate of Compliance, a Private Access Easement shall be granted to the benefit of said parcel.

2. If the applicant desires for the Public to vacate the existing 35' Public Access and Public Utility Easement between proposed Parcels 3 & 4 as shown on that certain Parcel Map of Cal Land Investors, A Limited Partnership filed in Book 40, Parcel Maps at Page 21, then.

a. Letters from the following Public Utility Purveyors releasing all interest is said easement shall be submitted:

   i. PG&E
   ii. AT&T and Comcast
   iii. Fairfield-Suisun Sewer District
   iv. Suisun-Solano Water Authority

b. If this is completed during the Map process, then pursuant to 66445 (J), an 'Abandonment Note' and statement shall be placed on the signature page of the Parcel Map.
c. If this is to be completed by separate document, then sufficient room shall be left to cross-reference said document on the Parcel Map.

3. Subject Parcel has a Deed of Trust recorded as Document Number 202300018449. A Trustee and Notary Certificate shall be on the signature page of the Parcel Map.

4. The Parcel Map and PUD shall expire two years from the effective date of the permit if not exercised.

5. An easement shall be shown on the parcel map showing access to each of the resulting parcels.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on December 16, 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 16th day of December 2025.

_____
Anita Skinner
City Clerk

TENTATIVE PARCEL MAP FOR RANCHO SUISUN CENTER

PLN 25-00004

PROJECT DESCRIPTION:

The purpose of this map is to create 5 commercial parcels for development for commercial use. The tentative map is for 4 parcels and a designated remainder. The property is currently vacant land.

The current City Zoning is (CMU) Commercial Mixed Use. The existing General Plan designation is (CMU) Commercial Mixed Use. The land is in Flood Zone X, area of minimal flood hazard.

Storm runoff quality and quantity shall be addressed following local ordinances, proposed storm drainage systems shall be designed for no net increases and have no negative impacts downstream from the project site.

Utilities to be provided are:

1. Gas and Electric - (PGE)
2. Telephone – (AT&T)
3. Cable TV - Comcast
4. Sewer – (Fairfield-Suisun Sewer District)
5. Water – (Suisun-Solano Water Authority)
6. Fire and Police – City of Suisun

PARCEL SIZE:

Existing parcel (APN: 0173-390-200) 5.12 acres +/-

Proposed parcel sizes:

Parcel 1: 44,433 sq. ft.+/-

Parcel 2: 41,710 sq. ft. +/-

Parcel 3: 48,864 sq. ft. +/-

Parcel 4: 46,934 sq. ft. +/-

Designated remainder: 44,062 sq. ft. +/-

ATTACHMENT 3
Project Location

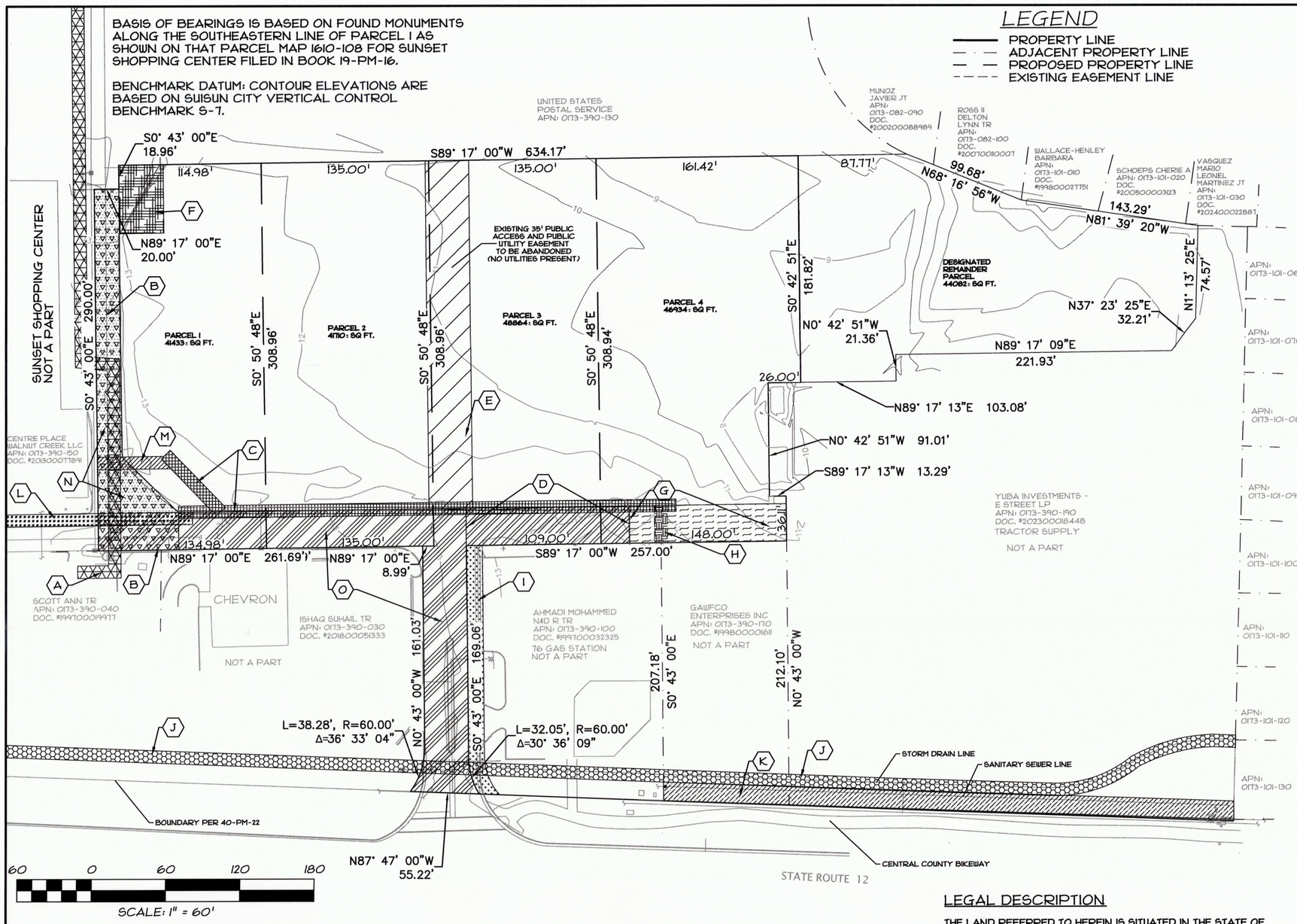
= Project Site (approximate limits)

BASIS OF BEARINGS IS BASED ON FOUND MONUMENTS ALONG THE SOUTHEASTERN LINE OF PARCEL 1 AS SHOWN ON THAT PARCEL MAP 1610-108 FOR SUNSET SHOPPING CENTER FILED IN BOOK 19-PM-16.

BENCHMARK DATUM: CONTOUR ELEVATIONS ARE BASED ON SUISUN CITY VERTICAL CONTROL BENCHMARK S-7.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- PROPOSED PROPERTY LINE
- EXISTING EASEMENT LINE



OWNER/SUBDIVIDER: YUBA INVESTMENTS- E STREET LP,
A CALIFORNIA LIMITED PARTNERSHIP
C/O 770 N. WALTON AVE SUITE 100
YUBA CITY, CA, 95993

SURVEYOR: MALCOLM MACDONALD PLS 8218
ROBERTSON ERICKSON CIVIL ENGINEERS & SURVEYORS
888 MANZANITA COURT, SUITE A
CHICO, CA 95926
(530) 894-3500

A.P.N.s - 0173 390 200

LOCATED IN PORTION OF LOT 37 RANCHO TOLONAS

TOTAL AREA: 5.12 ACRES

EXISTING CITY ZONING: (CMU) COMMERCIAL MIXED USE

EXISTING GENERAL PLAN USE DESIGNATION:
(PUD) GENERAL COMMERCIAL

EXISTING LAND USE: VACANT

PROPOSED USE: (5) COMMERCIAL LOTS

FLOOD ZONE: ZONE X, AREA OF MINIMAL FLOOD HAZARD

STORM DRAIN NOTE:
STORM RUNOFF QUALITY AND QUANTITY SHALL BE ADDRESSED FOLLOWING LOCAL ORDINANCES. PROPOSED STORM DRAINAGE SYSTEMS SHALL BE DESIGNED FOR NO NET INCREASE AND HAVE NO NEGATIVE IMPACTS DOWNSTREAM.

GAS & ELECTRIC: P.G.&E.

TELEPHONE: AT&T

SEWER : FAIRFIELD-SUISUN SEWER DISTRICT

WATER: SUISUN-SOLANO WATER AUTHORITY

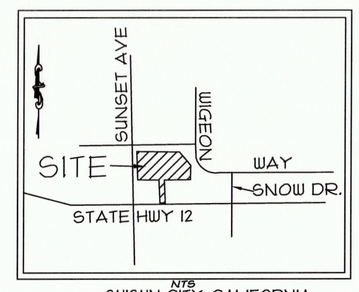
FIRE & POLICE: CITY OF SUISUN

CABLE TV: COMCAST

Malcolm J. Macdonald
L.S. 8218
My license expires 03/31/2027

9-30-2025
Date

LICENSED LAND SURVEYOR
MALCOLM J. MACDONALD
No. 8218
STATE OF CALIFORNIA



NTS
SUISUN CITY, CALIFORNIA
VICINITY MAP

EXISTING EASEMENT LIST

A. 10' PRIVATE CENTERLINE PG&E EASEMENT 1981-O.R.-65076

B. PUBLIC SANITARY SEWER & WATERLINE EASEMENT 1981-O.R.-34236

C. 10' PRIVATE CENTERLINE PG&E EASEMENT (UNRECORDED) 40-PM-22

D. PUBLIC 30' WIDE EXISTING ACCESS EASEMENT 30-PM-22

E. 35' WIDE PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT 40 PM 22

F. PUBLIC INGRESS & EGRESS EASEMENT 1988-O.R.-28583

G. 30' WIDE PUBLIC ACCESS AND PUBLIC UTILITY EASEMENT PER 40-PM -22

EXISTING EASEMENT LIST

H. 10' PRIVATE CENTERLINE PG&E EASEMENT (UNRECORDED) 40-PM-22

I. PUBLIC 13' ACCESS EASEMENT 30-PM-22

J. 10' PUBLIC STORM DRAIN EASEMENT 1977-O.R.-5653

K. 15' PUBLIC WATERLINE EASEMENT 1976-O.R.-21448 & 15' PUBLIC SANITARY SEWER EASEMENT 1402-O.R.-637

L. 10' PRIVATE PT&T EASEMENT 1980-O.R.-90035

M. 10' PRIVATE CENTERLINE PG&E EASEMENT 1981-O.R.-65083

N. PUBLIC ACCESS EASEMENT LABELED "B" ON 19-PM-15

O. PUBLIC ACCESS EASEMENT LABELED "C" ON 19-PM-15

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF SUISUN AND DESCRIBED AS FOLLOWS:
ALL THAT REAL PROPERTY SITUATED IN THE CITY OF SUISUN CITY, COUNTY OF SOLANO, STATE OF CALIFORNIA BEING A PORTION OF PARCEL 1 AND ALL OF PARCEL 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, STATE OF CALIFORNIA ON OCTOBER 3, 1996 IN BOOK 40 OF PARCEL MAPS, AT PAGE 21 DESCRIBED AS FOLLOWS:
PARCEL 1 AND PARCEL 3 OF SAID PARCEL MAP. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1 N 87° 54' 00" W, 358.38' TO THE SOUTHEAST CORNER OF PARCEL 2 OF SAID PARCEL MAP; THENCE ALONG THE EASTERLY LINE OF SAID PARCEL 2 AND ITS NORTHERLY PROJECTION N 0° 43' 00" W, 248.21'; THENCE S 89° 17' 13" W, 13.29'; THENCE N 0° 42' 51" W, 91.01'; THENCE N 89° 17' 13" E., 103.08'; THENCE N 0° 42' 51" W. 21.36'; THENCE N 89° 17' 09" E, 221.93'; THENCE N 37° 23' 25" E, 32.21'; THENCE N 1° 13' 25" E, 74.57' TO A POINT ON THE NORTH LINE OF SAID PARCEL 1; THENCE ALONG SAID NORTH LINE S 88° 46' 35" E, 40.00' TO THE NORTHEAST CORNER OF SAID PARCEL 1; THENCE ALONG THE EAST LINE OF SAID PARCEL 1 S 1° 13' 25" W, 476.98' TO THE POINT OF BEGINNING.
THIS DESCRIPTION IS PREPARED FOR SUISUN CITY LOT LINE ADJUSTMENT NO. LLA 22/23-002

APN: 0173-390-200

TENTATIVE PARCEL MAP
for
RANCHO SUISUN CENTER
SUISUN, SOLANO COUNTY, CALIFORNIA

Robertson Erickson
Civil Engineers and Surveyors
888 Manzanita Court, Suite 101
Chico, CA 95926
530-894-3500 894-8955 fax

25-508 SHEET 1 OF 1

ATTACHMENT 5
General Plan Consistency Analysis

COMMUNITY CHARACTER AND DESIGN ELEMENT

- **Policy CCD-4.3: New developments shall provide direct access routes to buildings from sidewalks and parking areas for pedestrians and bicyclists.**

  Staff Analysis: The Project would provide improved access in and around the surrounding area. As the Project site is currently undeveloped and vacant, the proposed improvements would foster greater connectivity.

LAND USE ELEMENT

- **Objective LU-1: Allow incremental change in Suisun City's neighborhoods that accommodates demographic shifts and meets evolving resident needs.**

  Staff Analysis: The Project would provide a new coffee shop to the area within an existing shopping center. If approved, the use would provide another option for coffee drinks for residents and commuters along Highway 12.

- **Policy LU-1.1: The City will encourage reinvestment in existing buildings and development of vacant and underutilized properties within existing neighborhoods.**

  Staff Analysis: The Project is proposed on a vacant and underutilized site within the South Sunset Avenue Opportunity Area. If approved, the City would be encouraging development of vacant and underutilized, which directly complies with this policy.

- **Policy LU-4.6: The City will maintain development and infrastructure standards that promote infill development and allow lot consolidation for redevelopment, where necessary.**

  Staff Analysis: The Project proposes infill development which is more efficient use of infrastructure.

- **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.**

  Staff Analysis: The Project proposes infill development, which directly supports this policy.

ATTACHMENT 6
Subdivision Findings

Pursuant to the SCMC, the following findings are required to approve a subdivision:

A. The subdivision shall be consistent with applicable general plans and codes;

Staff Analysis: For the reasons identified in this Staff Report, the Project, subject to the Conditions of Approval, would conform to the General Plan and would meet many of the goals and policies of the General Plan, such as those identified in ***Attachment 5, General Plan Consistency Analysis*** *to the staff report. Further, the Project, as conditioned, would be required to comply with all applicable standards and regulations for construction to ensure it does not cause any safety or danger to the public, health, and safety of the area.*

B. The site shall be physically suitable for the type of development proposed;

Staff Analysis: As a subdivision to facilitate infill development, the Project would have adequate access to existing utilities, access roads, drainage, and other necessary facilities needed for the Project.

C. The site shall be physically suitable for the proposed density of development;

Staff Analysis: As a subdivision, the Project itself would not result in development. Future development would be required to undergo appropriate review and consideration to ensure compatibility and suitability.

D. The design of the division shall not be likely to cause substantial environmental damage;

Staff Analysis: As a subdivision, the Project itself would not result in development. Future development would be required to undergo appropriate review and consideration to ensure compatibility and suitability. The subdivision would meet the standards required of the CMU Zone District, and therefore would not likely cause substantial environmental damage. Further, the site is already surrounded by existing development and is within an urbanized area of the City.

E. The design of the division shall not conflict with easements of record;

Staff Analysis: As shown in the Project Plans, the subdivision would not affect any existing easements. Further, the Project would undergo further detailed review by City Staff to ensure no conflicts exist or are created with the proposed subdivision.

F. The design shall be consistent with local guidelines relating to the implementation of the Environmental Quality Act of 1970;

Staff Analysis: As described in the Staff Report, the Project would be exempt from the California Environmental Quality Act (CEQA).

G. The design of the subdivision is not lot likely to cause substantial damage to a known site of historical or archaeological significance;

Staff Analysis: The Project site is vacant and undeveloped. There are no existing structures on site, and the area is in a highly urbanized area. It is unlikely there are any significant archaeological resources, however, if any are discovered, several State and federal protections exist and would assure none are damaged.

H. The waste discharge of the division shall not result in violations of existing requirements of the California Regional Water Quality Board; and

Staff Analysis: As shown in the Project Plans, the subdivision itself would not result in any physical development. However, as Projects are proposed, they would be reviewed in detail for compliance with applicable codes and regulations, including adherence to any Regional Water Quality Board requirements.

I. The division, if fronting on a public waterway, river or stream, shall provide public access by fee or easement.

Staff Analysis: As shown in the Project Location map, the Project site is not fronting any public waterway, river or stream.

ATTACHMENT 7
Planned Unit Development Findings

Pursuant to the SCMC, the following findings are required to approve a PUD:

A. 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 and Title 18 "Zoning" of the Suisun City Municipal Code.

Staff Analysis: For the reasons identified in this Staff Report, the Project, subject to the Conditions of Approval, would conform to the General Plan and would meet many of the goals and policies of the General Plan, such as those identified in ***Attachment 5, General Plan Consistency Analysis*** *to the staff report. Further, the Project, as conditioned, would be required to comply with all applicable standards and regulations for construction to ensure it does not cause any safety or danger to the public, health, and safety of the area. Other than the deviations requested under the PD, the Project would otherwise comply with all applicable standards.*

B. That the proposed project along with the proposed conditions under which it would be operated or maintained will be consistent with the General Plan.

Staff Analysis: For the reasons identified in this Staff Report, the Project, subject to the Conditions of Approval, would conform to the General Plan and would meet many of the goals and policies of the General Plan, such as those identified in ***Attachment 5, General Plan Consistency Analysis*** *to the staff report.*

C. 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.

Staff Analysis: The Project, as conditioned, would be required to comply with all applicable standards and regulations for construction to ensure it does not cause any safety or danger to the public, health, and safety of the area. The Project site is in an urbanized area primarily surrounded by other nonresidential development. There is adjacent residential northeast of the site; however, setbacks of future development and conditions based on future development would ensure operations are not detrimental.

D. That the proposed project is exempt from the California Environmental Quality Act per Section 15315 (Class 15, Minor Land Divisions).

Staff Analysis: As stated above, the site would be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15315 (Class 15, Minor Land Divisions) of the CEQA Guidelines which exempts the division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning and other specified criteria are met.

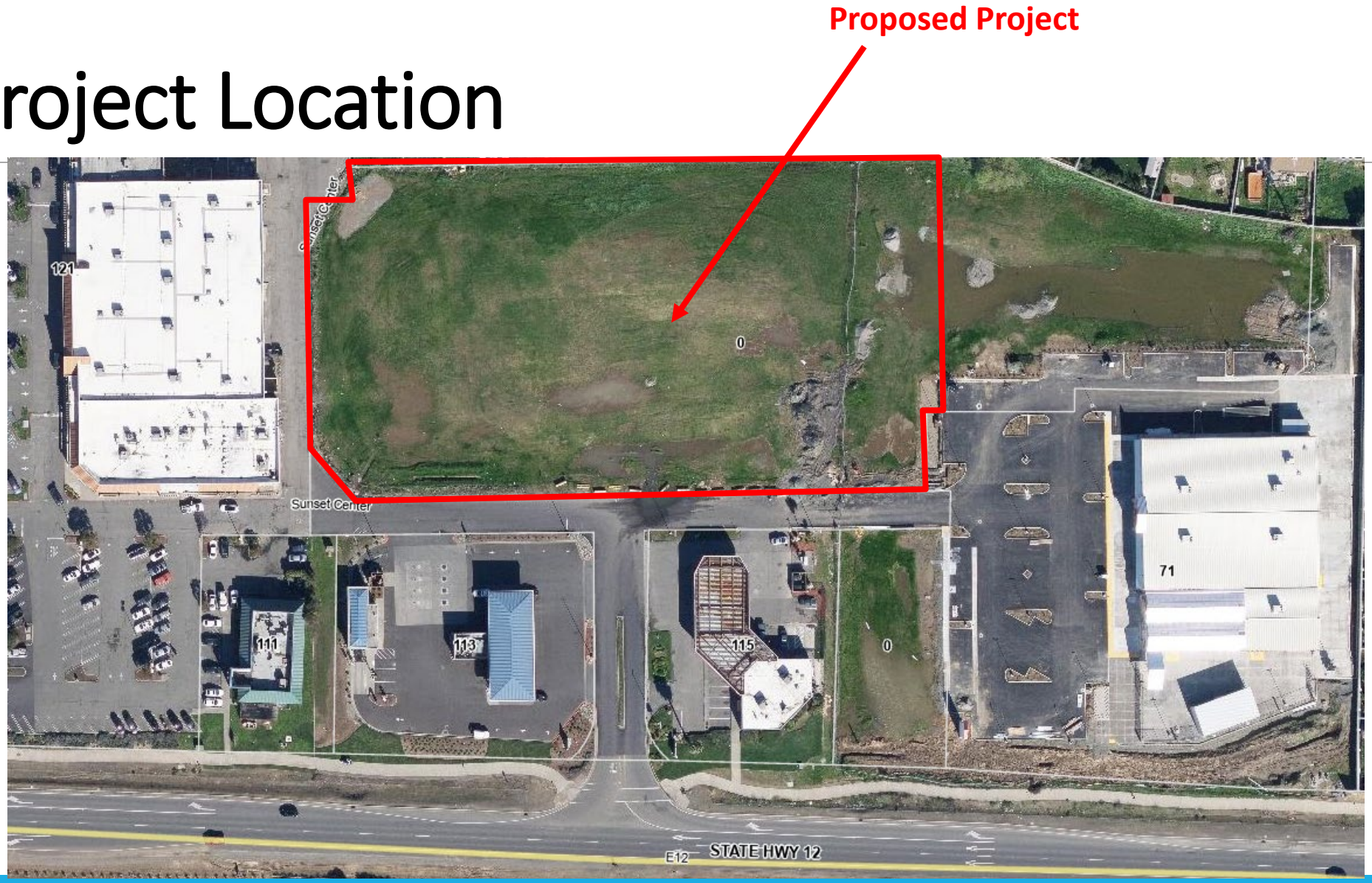
Rancho Suisun Tentative Parcel Map and Planned Unit Development

City of Suisun City, City Council
John Kearns, Principal Planner
December, 16, 2025

Agenda Item

Resolution No. 2025-___; Approving Tentative Parcel Map (TPM) Application No. PLN 2025-00004, and Planned Unit Development (PUD) Application No. PLN 2025-00021 to subdivide approximately 5.12 acres of land into four (4) parcels plus one (1) remainder parcel ranging in size from approximately 0.95 acres to 1.12 acres and modified development standards on property located north of Highway 12 and East of Sunset Avenue (APN 0173-390-200), and determining that the Project is exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15315 (Class 15: Minor Land Divisions) of the CEQA Guidelines, which exempts minor land divisions of four (4) or fewer parcels.

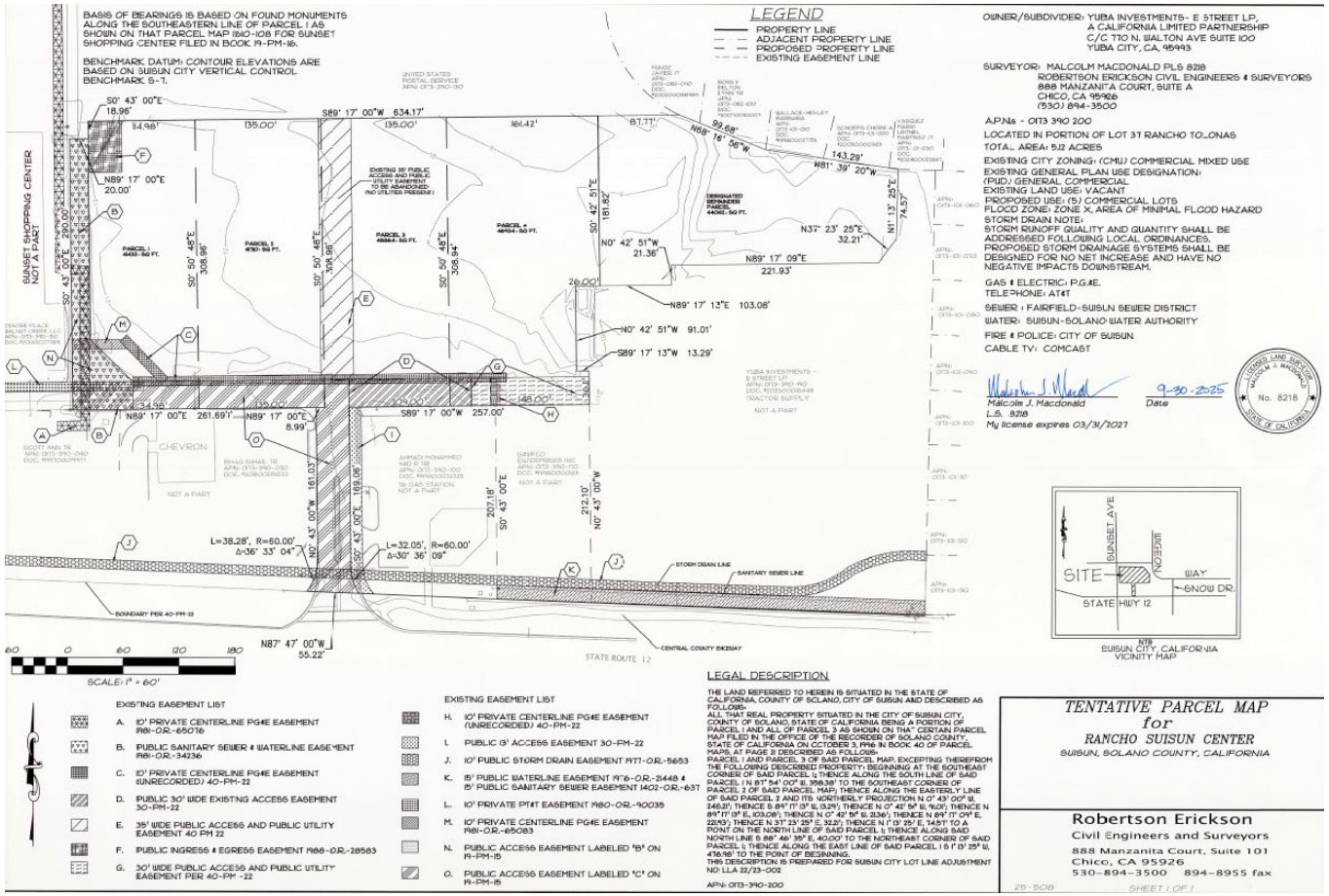
Project Location



Entitlements

- Tentative Parcel Map (SCMC 17.12)
  - Division of property into four or less parcels.
  - “Remainder” portion
- Planned Unit Development (SCMC 18.72)
  - Request for deviation from development standards from the Suisun City Municipal Code.

Proposed Parcel Map



Proposed Parcel Map

Planned Unit Development Table

	CMU Standard	Proposed PUD Standard
LOT SIZE		
Lot Area	2,500 sq. ft. (min.)	No Change
Lot Coverage	100% (max.)	No Change
Lot Width	40 ft. (min.)	No Change
Lot Depth	60 ft. (min.)	No Change
Floor Area Ratio	0.25 (min.) 1.0 (max.)	1.0 (max.)
SETBACKS		
Front	0 ft. (min.) 10 ft. (max.)	5 ft. (min.) No Maximum
Side (interior)	0 ft. (min.) 10 ft. (max.)	5 ft. (min.) No Maximum
Side (street)	0 ft. (min.) 15 ft. (max.)	5 ft. (min.) No Maximum
Side (adjacent to res.)	Varies (at least what adjacent zone is)	No Change
Rear	15 ft. (min.)	5 ft. (min.) / 15 ft. (min.) adjacent to residential
Height	45 ft. (3 stories)	No Change

Findings

- The subdivision shall be consistent with applicable general plans and codes;
- The site shall be physically suitable for the type of development proposed;
- The site shall be physically suitable for the proposed density of development;
- The design of the division shall not be likely to cause substantial environmental damage;
- The design of the division shall not conflict with easements of record;
- The design shall be consistent with local guidelines relating to the implementation of the Environmental Quality Act of 1970;
- The design of the subdivision is not lot likely to cause substantial damage to a known site of historical or archaeological significance;
- The waste discharge of the division shall not result in violations of existing requirements of the California Regional Water Quality Board; and
- The division, if fronting on a public waterway, river or stream, shall provide public access by fee or easement.

Recommendation

Adopt Resolution No. 2025-___; Approving Tentative Parcel Map (TPM) Application No. PLN 2025-00004, and Planned Unit Development (PUD) Application No. PLN 2025-00021 to subdivide approximately 5.12 acres of land into four (4) parcels plus one (1) remainder parcel ranging in size from approximately 0.95 acres to 1.12 acres and modified development standards on property located north of Highway 12 and East of Sunset Avenue (APN 0173-390-200), and determining that the Project is exempt from the California Environmental Quality Act (CEQA) Pursuant to Section 15315 (Class 15: Minor Land Divisions) of the CEQA Guidelines, which exempts minor land divisions of four (4) or fewer parcels.

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AGENDA ITEM NO. 22.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Approval of the Annual Assessment Report and Consideration of Reauthorizing the Suisun City Historic Waterfront Improvement District:

a. Council Adoption of Resolution No. 2025-__: Reauthorizing and Renewing the Historic Waterfront Business Improvement District and the Assessment Levy for the District.
b. Council Adoption of Resolution No. 2025-__: Approving the Proposed Calendar-Based Fiscal Year 2026 Operating Budget for the Main Street Waterfront Business Improvement District.

FISCAL IMPACT: Reauthorization of the BID assessments has no fiscal impact on the City General Fund as these assessments are paid by businesses within the District.

STRATEGIC PLAN: Revitalize Historic Downtown

BACKGROUND: Per City Ordinance No. 667, enacted April 18, 2003, the Main Street Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (the "District"), was established. The District is a non-profit organization created at the request of downtown merchants to promote improved business conditions and marketing of downtown Suisun City. Under procedures described in the California Streets and Highways Code, the City, on behalf of the District, levies assessments on those businesses within the District area (see attached map) for use in various marketing and improvement activities, as determined beneficial by the District board. Each year since 2003, the Council has reauthorized the continued operation of the District.

On December 2, 2025, the City Council set the Public Hearing and requested staff to publish the public notice and notify each business owner (within the BID) of such meeting.

STAFF REPORT: In order for the BID to continue operation, the City Council must adopt a resolution of reauthorization.

1. Protest Hearing

A Public Hearing is required by law to review any written protests to the proposed re-authorization of the District, the assessment levy or any specific expenditure. If written protests from businesses representing more than 50 percent of the District's collected assessments are received, State Law requires the City Council to initiate proceedings to eliminate the District and its assessment, or the specific expenditure listed in the protests.

As of preparation of this report, Staff was unaware of any effort or intent of any businesses within the District to collect such written protests. Staff will advise the City Council at the hearing whether written protests have been submitted.

2. Consider Renewing the District

The City Council annually considers adoption of a resolution renewing the establishment of the District,

as described in Ordinance 667. The resolution describes the boundaries of the District, the general purposes for which assessments may be used, and three benefit zones with associated assessment rates according to business type.

The descriptions of the District were included in the Resolution of Intent mailed to all businesses subject to the assessment and known to the City. The District proposes to continue the boundaries, uses of funds, benefit zones and assessment rates that have existed since the District was formed with no changes.

3. Review and Approve the Proposed District Budget

State law and City Code require the District to submit at least annually a proposed budget for review and approval by the City Council. Last month, the District submitted its 2025 Annual Report and Proposed 2026 Budget to City staff for review. The reports were distributed for review by the City Council and the City Manager's Office. A copy of the reports were also filed with the City Clerk to be maintained for public review.

According to City Code Section 3.40.110, the City Council must annually review and approve the District budget prior to the start of the fiscal year. However, the City Council's role is described in City Code and MOU as one of general oversight:

- "City shall not adopt, modify or otherwise amend any Fiscal Year budget of the District that is inconsistent in any way with said Fiscal Year's budget as agreed to and presented by the BID Board except in the case of a written majority protest … from business owners…".
- "Decisions of the BID Board regarding expenditure of all funds generated under this program shall be final."

The City Council is empowered to approve or disapprove the District budget. In the event the City Council wishes to recommend changes in the budget, such direction should be delineated and consideration of the budget resolution continued to allow the District board to consider amending its budget accordingly. Though the District may not spend additional resources without an approved budget, renewal of the assessment will allow the Finance Department to collect the assessments with the business license renewals, and hold the proceeds until such time as a District budget is approved.

STAFF RECOMMENDATION: It is recommended that the City Council:

1. Conduct a Public Hearing to receive any protests against renewal of the District, the assessment or any portion of the proposed District budget; and
2. Adopt Resolution No. 2025-__: Reauthorizing and Renewing the Historic Waterfront Business Improvement District and the Assessment Levy for the District.
3. Adopt Resolution No. 2025-__: Approving the Proposed Calendar-Based Fiscal Year 2026 Operating Budget for the Main Street Waterfront Business Improvement District.

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

ATTACHMENTS:

1. Reso No. 2025- Reauthorizing and Renewing the Suisun BID and the Assessment Levy for the District
1a. EXHIBIT A

1b. EXHIBIT B
1c. EXHIBIT C
2. Reso No. 2025- Approving the Proposed Calendar-Based Fiscal Year 2026 Operating Budget for the Suisun BID
3. Proposed Budget SCHWBID 2026
4. City Ordinance No. 667
5. BID Presentation.pdf
.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY REAUTHORIZING AND RENEWING THE HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT AND THE ASSESSMENT LEVY FOR THE DISTRICT

WHEREAS, the California Streets and Highways Code Section 36500 *et seq.* authorizes cities to establish parking and business improvement areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business and prevent erosion of the new business district; and

WHEREAS, The Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (District), was formed, at the request of the Main Street-Waterfront Business Improvement District Formation Committee (Committee), by City Council approval of City Ordinance No. 667 on April 18, 2003; and

WHEREAS, at the request of the Committee, Ordinance No. 667 established an annual special assessment on all businesses within the District, which said assessment must be renewed annually by City Council; and

WHEREAS, the District Board of Directors (Board) has requested the Suisun City Council renew the special assessment on all businesses within the District; and

WHEREAS, renewal of the special assessment may occur only after City Council conducts a noticed public hearing pursuant to the Parking and Business Improvement District Area Law of 1989, Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code; and

WHEREAS, said public hearing has been held and the City Council has heard and considered all oral and written protests and other comments regarding such proposed actions; and

WHEREAS, protests in writing from businesses in the District paying 50% or more of the proposed assessment have not been received; and

WHEREAS, this City Council has now determined to re-authorize the imposition of a benefit assessment for the District; and

WHEREAS, in the opinion of this City Council, the businesses within the District will be benefited by the expenditure of the funds raised by the assessments levied hereby in the manner prescribed herein; and

WHEREAS, the assessments or charges levied on businesses pursuant to this Ordinance shall be levied, to the maximum extent feasible, on the basis of the estimated benefit to the businesses within the District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City does hereby determine that:

1. The recitals set forth herein are true and correct.

2. The City Council does, at the request of the Board, and pursuant to the California Streets and Highways Code, declare its intent to consider reauthorizing and renewing the "Main Street-Waterfront Business Improvement District" (District).
3. The boundaries of the entire area to be included in the District, and the boundaries of each separate benefit zone within the District, are set forth in the Map, EXHIBIT A, incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of Suisun City.
4. The types of improvements and activities proposed to be funded by the levy of assessments on business in the District are in EXHIBIT B hereto and incorporated by reference.
5. The City Council intends to consider reauthorizing the District and renewing the levy of an annual benefit fee on businesses in the District to pay for selected improvements and activities of the District.
6. All funds of the District shall be expended on improvements and activities within the District.
7. The method and the basis for levying the benefit fee on all the businesses within the District are set forth in the EXHIBIT C hereto, incorporated herein by reference.
8. The Annual Benefit fees shall be incorporated into the City Business License fee for those businesses within the District and shall be due and payable as part of obtaining the required City Business License pursuant to City Code Title 5.
9. A public hearing to consider re-authorization of the District was held on **December 16, 2025, at 6:30 p.m.** before the City Council of the City of Suisun City, at the City Council Chambers at 701 Civic Center Blvd., Suisun City, CA 94585.
10. At the public hearing, the testimony of all interested persons, for or against the levying of the assessment by the District, interested in matters concerning the boundaries of the District, the areas of benefit within the District and the assessments to be levied, were be heard.
11. A protest against the levying of the assessment by the District, or any aspect of it, may be made orally or in writing. An oral protest shall be made at the said public hearing. To count in the majority protest against the levying of the assessment by the District, a protest must be in writing. A written protest may be withdrawn from record at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City of Suisun City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made.
12. If, at the conclusion of the public hearing, there are of record, written protest by the owners of the businesses within the District that will pay fifty percent (50%) or more of the total assessments of the entire District, no further proceedings to create the District shall occur. New proceedings to reauthorize and renew the District and levy the benefit assessment fee shall not be undertaken again for a period of at least one (1) year from the date of the

finding of the majority written protest by the City Council. If the majority written protest is only as to an improvement or activity proposed, then that type of improvement or activity shall not be included in the District.

13. Further information regarding the proposed Main Street-Waterfront Business Improvement District may be obtained from the City Clerk of the City of Suisun City, at Suisun City Hall, 701 Civic Center Blvd., Suisun City, CA, and or by calling (707) 421-7200.

14. The City Clerk noticed the public hearing as follows:

    a. Published the Resolution of Intention in a newspaper of general circulation in the City of Suisun City once, at least ten (7) days before the hearing.

    b. Mailed a complete copy of this Resolution of Intention to each and every business owner in the District within seven (7) days of the adoption of the Resolution of Intent.

15. This Resolution is effective on its adoption.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 16th of December 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 16th day of December 2025.

_____
Anita Skinner
City Clerk

EXHIBIT A (3)

PROPOSED SUISUN CITY DOWNTOWN - WATERFRONT BUSINESS IMPROVEMENT DISTRICT (BID)

BOUNDARY MAP

EXHIBIT B

3.40.060 Purpose and use of benefit assessments.

The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the district are as follows:

A. The acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following improvements:

   1. Benches;
   2. Trash receptacles;
   3. Decorations;
   4. Facade improvements;
   5. Permanent landscaping.

B. Activities including but not limited to the following:

   1. Promotion of public events which benefit businesses in the area and which take place on or in public places within the area;
   2. Furnishing of music in any public place in the area;
   3. Activities which benefit businesses located and operating in the area, including but not limited to commercial shopping and promotional programs.

(Ord. 667 § 1(part), 2003)

EXHIBIT C

3.40.050 Establishment of benefit assessment.

All businesses, trades, and professions located within the district boundaries shown on Exhibit "A" shall, commencing on January 1, 2021, pay an annual benefit assessment to the district in the following amounts:

DISTRICT ASSESSMENT FORMULA
Proposed 2021 Benefit Fee Formula Matrix:

Type of Business	Assessment Amount
Retailers and Restaurants	$200.00
Service and Professional Businesses	$100.00
*Personal Services (such as hair dressers, barbers, massage therapists, manicurists/pedicurists, etc.)	$25.00
*Commercial Cannabis Businesses	$1,000.00
Lodging	$10.00 per room
Financial Institutions	$500.00

* Commencing February 5, 2021.

Business Type Definitions:

"Commercial cannabis business" means any retail or non-retail commercial operation that is licensed under the city's commercial cannabis ordinance.

"Financial institutions" means banking and savings and loan institutions as well as credit unions, etc.

"Lodging" means renting rooms by the day or week to community visitors.

"Personal services" means individuals/businesses that have their own business license and rent "stalls" or space within a building to provide personal services, such as hair dressers, barbers, massage therapists, and manicurists/pedicurists.

"Professional businesses" means architects, engineers, attorneys, dentists, doctors, accountants, optometrists, realtors, insurance offices, mortgage brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

"Retail" and "restaurant" means businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

"Service businesses" means businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

(Ord. 667 § 1(part), 2003)

(Ord. No. 775, § 2, 11-17-2020; Ord. No. 778, § 2, 1-5-2021)

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING THE PROPOSED CALENDAR-BASED FISCAL YEAR 2026 OPERATING BUDGET FOR THE MAIN STREET WATERFRONT BUSINESS IMPROVEMENT DISTRICT

WHEREAS, the City Council has passed Ordinance No 667 establishing the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (District); and

WHEREAS, said Ordinance requires the District to present its annual budget to the City of Suisun City for review and approval; and

WHEREAS, the City Council of the City of Suisun City has reviewed the proposed District budget; and

WHEREAS, the City Council desires to promote and assist the District to insure the success of the projects and programs of the District.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby approve the calendar year 2026 operating budget for the District.

BE IT FURTHER RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to take all appropriate and necessary actions to ensure implementation of this Resolution.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 16th of December 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 16th day of December 2025.

_____

Anita Skinner

City Clerk

Suisun Historic Waterfront BID						
2026 Budget						
					2025 Adopted Budget	**2026 Proposed Budget**
	Ordinary Income/Expense					
		Income				
			REVENUE			
				Mothers Day Income	9,000.00	9,000.00
				Business Assessments	9,000.00	9,000.00
			Total REVENUE		18,000.00	18,000.00
			Transfer from reserve			
		Total Income			18,000.00	18,000.00
		Expense				
			Advertising Expense			
				Electronic Media	500.00	500.00
				Print Media	1,200.00	500.00
				Social Media Campaigns	800.00	3,000.00
				Marketing Program	1,000.00	1,000.00
			Total Advertising Expense		3,500.00	5,000.00
			Event Expenses			
				Art Wine/Other Event Expenses	0.00	0.00
				Mothers Day Craft Faire	6,000.00	5,000.00
				Restaurant Week (under marketing)	1,500.00	
				BID Mixer/Quarterly meetings	500.00	500.00
			Total Event Expenses		8,000.00	5,500.00
			Operating Expenses			
				Accounting Fees	2,500.00	2,500.00
				Bank Charges	100.00	100.00
				Contract Labor	0.00	0.00
				Insurance	3,000.00	3,000.00
				Miscellaneous Expenses (banners, etc)	500.00	500.00
				Office Supplies/Constant Contact	1,000.00	1,000.00
				Postage, shipping, delivery	100.00	100.00
				Tax Preparation	800.00	800.00
				Taxes		
				Web Hosting & Upgrades	400.00	400.00
			Total Operating Expenses		8,400.00	8,400.00
			Beautification - Cleanup		0.00	0.00
		Total Expense			19,900.00	18,900.00
	Net Ordinary Income				-1,900.00	-900.00

ORDINANCE NO. 667

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, ADDING A CHAPTER TO THE SUISUN CITY MUNICIPAL CODE ESTABLISHING THE MAIN STREET-WATERFRONT BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, on February 4, 2003, the Suisun City Council, (the "City"), adopted Resolution No. 2003-03 (the "Resolution"), declaring its intention to establish a Parking and Business Improvement District (hereinafter referred to as the "District"), to levy a benefit assessment on all businesses, trades, professions, and vendors within said District, the proceeds of which shall be used for the public purposes herein described to benefit the businesses in the District, pursuant to the Parking and Business Improvement Area Law of 1989, Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code (the "Act"); and,

WHEREAS, pursuant to the Act and the Resolution, City conducted a public hearing, after having given due notice thereof as required by law, on March 4, 2003, at 7:00 p.m., at Suisun City Hall, 701 Civic Center Blvd, Suisun City, CA 94585; and,

WHEREAS, said public hearing has been held and the City Council has heard and considered all oral and written protests and other comments regarding such proposed actions; and,

WHEREAS, protests in writing from businesses in the proposed District paying 50% or more of the proposed assessment have not been received; and,

WHEREAS, this City Council has now determined to establish the proposed District as a Parking and Business Improvement District, to provide for the imposition of a benefit assessment and to adopt an ordinance to such effect; and,

WHEREAS, in the opinion of this City Council, the businesses within the District will be benefited by the expenditure of the funds raised by the assessments levied hereby in the manner prescribed herein; and,

WHEREAS, this City Council may, for each of the purposes set forth in Section 36510 & 36513 of the Act, establish one or more separate benefit zones based upon the degree of benefit derived from the formation of the District, and may impose a tiered assessment or charge within each of the benefit zones; and,

WHEREAS, all provisions of the Act applicable to the establishment, modification, or disestablishment of a District shall apply to the establishment, modification, or disestablishment of benefit zones pursuant to the Act, and the establishment or the modification of any benefit zone shall follow the same procedure as provided for under the establishment of a Parking and Business Improvement District; and the disestablishment of a

benefit zone shall follow the same procedure as provide for disestablishment of a District; and,

WHEREAS, upon the request of the BID Establishment Committee, this City Council shall commence the proceedings required by law to amend the boundaries, assessments or charges established pursuant to this Ordinance subject to approval of the Board of Directors of the District as expressly provided for herein; said modifications being made pursuant to the procedural requirements of the Act, but no assessment or charge shall be modified which would impair the ability of the District to meet the obligations of a contract to construct or operate physical improvements in the District; and,

WHEREAS, adjustments may be made in the assessments or charges to businesses in the District, or in the uses to which the revenue shall be put, as specified in this Ordinance and subject to Board approval, provided such changes are made by a supplemental Ordinance adopted after a hearing before the City Council; and,

WHEREAS, for purposes of the assessments or charges to be imposed pursuant to this Ordinance, this City Council may make a reasonable classification of businesses, giving consideration to various factors, including general benefit to businesses and the degree of benefit received from District programs; and,

WHEREAS, the assessments or charges levied on businesses pursuant to this Ordinance shall, to the maximum extent feasible, be levied on the basis of the estimated benefit to the businesses within the District.

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

SECTION I.

Title 3, Chapter 3.40 Sections 3.40.10 – 3.40.160, inclusive, of the Suisun City Code are hereby added as follows:

MAIN STREET-WATERFRONT BUSINESS IMPROVEMENT DISTRICT.

3.40.10 Resolution of Intention, Public Hearing and Findings.
The Recitals hereof, which set forth facts regarding the adoption of Council Resolutions, the conduct of public hearings and certain findings of the City Council, are true and correct and incorporated herein by reference.

3.40.20 Definitions.
In order to distinguish between District businesses and for the purpose of calculating and applying the amount of assessments owed, the following definitions shall apply:

(a) Retail Businesses: "Retail Businesses" include all businesses not covered by other definitions set out in this section, at least fifty percent (50%) of whose gross income is derived from "retail sales" as that term is defined under the

California Sales and Use Tax Law. The fact that a substantial part of its business consists of sales other than retail sales does not exclude said business from this classification so long as such other business component does not account for more than fifty percent (50%) of said business' gross income;

(b) Restaurants: "Restaurant" businesses include cafes, eating establishments, sandwich shops, dinner houses, restaurants and fast food services and other similar businesses;

(c) Sales and Service: "Sales and Service" businesses include businesses that combine retail and product services. Examples are appliance stores, most automotive-oriented businesses, repair shops, repairing and servicing businesses and service stations. Other businesses of a general service-type nature such as general office, news and advertising media, printers, renting and leasing businesses, utilities, vending machine businesses, household finance companies, entertainment businesses and other similar businesses not otherwise included in categories a, b, d, e, f, or g are included in this section;

(d) Personal Care Salons: Includes beauty salons, barber shops, tanning salons, etc.

(e) Lodging: "Lodging" businesses include inns, hotels, motels, RV Parks and other similar businesses;

(f) Professional: "Professional" includes attorneys, architects, accountants, engineers, surveyors, physicians, dentists, optometrists, chiropractors and others in a medical / health service field, consultants, real estate brokers, financial advisors, laboratories (including dental and optical), hearing aid services, artists, photographers and designers.

(g) Financial: Banks, savings & loans, credit unions, etc.

(h) Calendar Year: "Calendar Year" means January 1st to and including December 31st of the same year.

(i) Billing Period: "Billing Period" shall refer to the Fiscal Year period beginning on July 1 and ending on June 30 of the following year.

3.40.30 Establishment of Boundaries.

A Parking and Business Improvement District is hereby established pursuant to the Parking and Business Improvement Area Law of 1989, Streets and Highways Code Section 36500 et seq. The boundaries of the District and the benefit zones within the District shall be as set forth on Exhibit "A", attached hereto and incorporated herein by reference. This District shall be known as the "MAIN STREET-WATERFRONT BUSINESS IMPROVEMENT DISTRICT" (the "District").

3.40.40. Establishment of District Board of Directors.

There shall be a Board of Directors ("BID Board") of the District to administer the affairs of the District. Said Board shall be constituted of businesses within the District. Within the BID Board there shall be a President, Vice-President, Secretary and Treasurer elected by the membership, and such other officers as deemed necessary by the Board. Such other officers shall be appointed by the Board of Directors at their discretion.

3.40.50 Establishment of Benefit Assessment.

All businesses, trades, and professions located within the District boundaries shown on Exhibit "A" shall, commencing on July 1, 2003, pay an annual benefit assessment to the District in the following amounts:

DISTRICT ASSESSMENT FORMULA
Proposed Benefit Fee Formula Matrix:

	ZONE A	ZONE B	ZONE C
Retailers and Restaurants	$400	$300	$200
Service Businesses	$300	$200	$150
Lodging	$ 10 per room	$ 10 per room	$ 10 per room
Professional Businesses	$200	$150	$100
Financial Institutions	$500	$500	$500

Business Type Definitions:

Retail and Restaurant: Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

Service Businesses: Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

Lodging: Includes renting rooms by the day or week to community visitors.

Professional Businesses: Includes Architects, Engineers, Attorneys, Dentists, Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgage Brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

Financial Institutions: Includes banking and savings and loan institutions as well as credit unions, etc.

3.40.60 Purpose and Use of Benefit Assessments.

The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the District are as follows:

a. The acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following improvements:

(1) Benches;
(2) Trash receptacles;
(3) Decorations;
(4) Facade improvements;
(5) Permanent landscaping

b. Activities including but not limited to the following:

(1) promotion of public events which benefit businesses in the area and which take place on or in public places within the area;
(2) Furnishing of music in any public place in the area;
(3) Activities which benefit businesses located and operating in the area, including but not limited to commercial shopping and promotional programs.

3.40.70 Exclusions From Benefit Assessment.

No person or business shall be required to pay an assessment based on: (a) a residential use of the property within the District, or (b) a non-profit organization as defined by Section 501 (C) (3) or (C) (6) of the Internal Revenue Service Code located within the District.

3.40.80. New Business Assessment Waiver.

Any new business established within the District shall not be required to pay an assessment for the Billing Period during which said business is initiated. The business will have been considered initiated on the date of issuance of the business license. This waiver shall not apply to an existing business that has changed ownership or location within the District. City agrees to supply the BID Board with timely information regarding new businesses initiated within the District.

3.40.90. Collection of Benefit Assessment.

The benefit assessment authorized by this Ordinance for SUISUN CITY businesses (Section 3.40.50 hereof), shall be billed and collected each Fiscal Year on July 1. City will bill and collect the assessments, at no charge to the District and forward all funds collected to the BID Board within 30 days of said collections.

3.40.100 Voluntary Contributions to District.

Contributions to the District shall be permitted on a voluntary basis. The boundaries of the District shall not be modified as a result of the contribution, nor shall said contributing business be considered a member of the District for voting

or other purposes. However, said business making a voluntary contribution may be entitled to participate in the programs of the District upon a finding by the BID Board that the District derives a benefit from said business' participation in the program.

3.40.110 Annual Budget Process.
Pursuant to the Act, it shall be necessary for the BID Board to present an annual budget for City Council review and approval prior to the beginning of each Fiscal Year. The purpose of this process is to comply with the Act provisions regarding public notice and hearing prior to establishing the benefit assessments for the following Fiscal Year. City shall not adopt, modify or otherwise amend any Fiscal Year budget of the District that is inconsistent in any way with said Fiscal Year's budget as agreed to and presented by the BID Board except in the case of a written majority protest (regarding elimination or modification of any specific budget item) from business owners which will pay 50% or more of the assessments proposed to be levied as to any specific budget item pursuant to GC Section 36525 (b). In such case the written protest regarding any specific budget item shall be grounds to eliminate or modify said expenditure from the District's proposed budget pursuant to the written protest.

3.40.120 Decisions Regarding Expenditure of Funds.
As provided for within the guidelines of SB 1424, decisions of the BID Board regarding expenditure of all funds generated under this program shall be final.

3.40.130 District Proceeds Do Not Offset City Services.
City specifically finds and declares that the funds derived from the District shall not be used to offset or diminish current maintenance, capital improvement programs, including but not limited to, public property and sidewalk cleaning, street cleaning and maintenance, tree maintenance, restroom cleaning and maintenance. The City declares its intent to provide at least the same level and standard of maintenance and repair of public property within the District providing City funds are available from year to year.

3.40.140 Disestablishment of the District.
Proceedings to disestablish the District shall be initiated by the City Council following the presentation of a petition to the City Council signed by business owners paying 50% or more of the assessments levied in the District. Proceedings to disestablish the District shall follow the procedures set forth in GC Section 36550. The City Council shall disestablish the District if, following the public hearing prescribed in Section 36550 (b), written protests are not withdrawn as to reduce the protests below the 50% level. In the event of disestablishment of the District, remaining revenues of the District shall be refunded to paying business owners in a pro-rata manner calculated in the same manner as was used to establish the most recent assessments applied in the District.

3.40.150

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance, it being expressly declared that this ordinance and each section, subsection, clause and phrase hereof would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

3.40.160 Effective date of Ordinance

The ordinance shall take effect upon the thirty-first (31st) day after its final passage.

SECTION II. NOTICE OF PUBLICATION

This ordinance shall be posted in two (2) public places within the City prescribed by ordinance within fifteen (15) days after its passage and published in the local newspaper of general circulation within the City.

James P. Spering, Mayor

CERTIFICATION

I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was regularly introduced at a meeting of the said City Council held on Tuesday, March 4, 2003 and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, March 18, 2003 by the following vote:

AYES:	Council Members:	Day, Sanchez, Segala, Ventura, Spering
NOES:	Council Members:	None
ABSENT:	Council Members:	None
ABSTAIN:	Council Members:	None

WITNESS my hand and the seal of said City this 18th day of March 2003.

Linda Hobson

Linda Hobson, City Clerk

SCWBID Reauthorization and Renewal

City Council Meeting – December 2, 2025

Presented by: Janet Hull

Background

- BID established in 2003 under City Ordinance No. 667
- Purpose: Support business activity and improvements to enhance Downtown Suisun City
- Annual reauthorization required per State law
- December 2, 2025 City Council Action
  - Approved Annual Report & Intent to Reauthorize

Remaining Procedural Process

- Open the Protest Hearing
- Consider Renewing District
- Review and Approve District Budget

Staff Recommendation

It is recommended that the City Council:

- Adopt Resolution No. 2025-__: Reauthorizing and Renewing the Historic Waterfront Business Improvement District and the Assessment Levy for the District; and
- Adopt Resolution No. 2025-__: Approving the Proposed Calendar-Based Fiscal Year 2026 Operating Budget for the Suisun City Historic Waterfront Business Improvement District.

Questions?

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AGENDA ITEM NO. 23.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM:

Community Action Partnership Solano Joint Powers Authority (CAP Solano JPA).

a. Introduction of Executive Director, DeShawn Waters, Community Action Partnership Solano Joint Powers Authority
b. Council Adoption of Resolution No. 2025-___: Authorizing the City Manager to Approve a Memorandum of Understanding between the Community Action Partnership Solano, Joint Powers Authority; Solano County; and the Cities of Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo to Partially Fund the Coordinated Entry System of Homeless Services.

FISCAL IMPACT: Suisun City's contribution would be $61,517 from the general fund over three years.

STRATEGIC PLAN: Provide Good Governance.

BACKGROUND: In 1999, Solano County and its cities formed CAP Solano to address homelessness in a coordinated, countywide manner. In March 2017, CAP Solano published a Strategic Plan outlining three primary goals:

- Improving system navigation
- Increasing affordable and deeply affordable housing stock
- Strengthening support systems to help residents maintain housing

In 2022, the organization was restructured as the Community Action Partnership of Solano, Joint Powers Authority (CAP Solano JPA). The newly formed Board of Directors includes two members from each participating jurisdiction's elected body. The Board is responsible for establishing policy for the JPA and supporting coordination of countywide policy within each member jurisdiction.

CAP Solano JPA continues to serve as a countywide organization focused on collaboration and coordination of homeless services throughout Solano County. The City of Suisun City is a member of this Joint Powers Authority, along with Solano County and the other cities within the county, working together to address homelessness in a unified and strategic manner.

STAFF REPORT: CAP Solano JPA is seeking to execute a Memorandum of Understanding (MOU) with each participating jurisdiction—Solano County, Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo—to partially fund the Coordinated Entry (CE) system. The proposed MOU continues to address the first goal of improving system navigation by supporting a coordinated entry system to provide a standardized approach of comprehensively assessing the housing and service needs of homeless individuals and families, and to refer them to appropriate available resources help end their

homelessness.

The Community Action Partnership of Solano, Joint Powers Authority (CAP Solano JPA), is the countywide collaborative formed by Solano County and its seven cities to coordinate efforts to address homelessness. As part of its strategic goal to improve system navigation and strengthen service coordination, CAP Solano JPA is requesting that each member jurisdiction enter into a new Memorandum of Understanding (MOU) to support the continued operation of the Coordinated Entry (CE) system.

The Coordinated Entry system is a federally required component of local homelessness response efforts and is essential for eligibility for U.S. Department of Housing and Urban Development (HUD) funding. Coordinated Entry provides a standardized, equitable process for individuals and families experiencing homelessness—or who are at risk of homelessness—to access services. Through a consistent intake, assessment, and prioritization structure, CE ensures that persons in need are referred to appropriate resources based on vulnerability, need, and available housing or services.

Resource Connect Solano serves as the local Coordinated Entry system Operator. The Coordinated Entry Services Operator is responsible for managing the implementation and on-going administration, development and continuous improvement of Solano County's Coordinated Entry System in alignment with Housing First Solano's Coordinated Entry System Policies and Procedures. The proposed MOU establishes shared funding responsibilities among Solano County and its cities—Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo—to support the continued operation of this system.

By approving the MOU, member jurisdictions reaffirm their commitment to a coordinated regional response to homelessness and ensure the continuity of a system that improves service access, reduces duplication of effort, and strengthens the effectiveness of homeless services throughout Solano County.

STAFF RECOMMENDATION: Council Adoption of Resolution No. 2025-___: Authorizing the City Manager to Approve a Memorandum of Understanding between the Community Action Partnership Solano, Joint Powers Authority; Solano County; and the Cities of Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo to Partially Fund the Coordinated Entry System of Homeless Services.

The Council could choose not to approve the coordinated entry MOU; however, this is not recommended as a regional approach to addressing issues of homelessness is necessary to have a greater impact within the county.

DOCUMENTS ATTACHED:

1. Resolution Authorizing the City Manager to Approve a Memorandum of Understanding between the Community Action Partnership Solano, Joint Powers Authority; Solano County; and the Cities of Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo to Partially Fund the Coordinated Entry System of Homeless Services.
2. CAP Solano JPA Coordinated Entry MOU
3. Draft PowerPoint Presentation

PREPARED BY: Bret Prebula, City Manager

ATTACHMENTS:

1. Resolution Authorizing the City Manager to Approve CAP Solano JPA MOU Coordinated Entry.docx
2. Exhibit A Community Action Partnership MOU
3. Draft CES Presentation.pdf

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RESOLUTION NO. 2025

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNITY ACTION PARTNERSHIP OF SOLANO AND THE CITIES OF BENICIA, FAIRFIELD, RIO VISTA, SUISUN CITY, VACAVILLE, AND VALLEJO REGARDING THE HOUSING FIRST SOLANO CONTINUUM OF CARE COORDINATED ENTRY SYSTEM

WHEREAS, the City of Suisun City is a party to the Community Action Partnership of Solano, Joint Powers Authority (the "CAP Solano JPA") for the purpose of coordinating the provision of homeless and other safety net services across Solano County; and

WHEREAS, CAP Solano JPA is comprised of the County of Solano, and the cities of Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo (each referred to collectively as the "participating jurisdictions," or "member organizations"); and

WHEREAS, In March 2017, CAP Solano published a five-year strategic plan called "Neighbors Helping Neighbors: Forward Together," which identified as a priority creation of a "Coordinated Entry" system to enhance navigation for homeless services; and

WHEREAS, this Memorandum of Understanding (MOU) continues the mechanism for Coordinated Entry supported by funding from the members of the JPA, including the City of Suisun City; and

WHEREAS, the CAP Solano JPA Board of Directors, comprised of elected officials from each of the member organizations oversees the countywide Coordinated Entry System contract, according to First Solano's policies and procedures; and

WHEREAS, Coordinated Entry (CE) provides access to services for the unhoused, conducts assessments to determine level of need, prioritize the most vulnerable need based on assessment and has referral ability to emergency shelters, Rapid Rehousing, Permanent Supportive Housing, and other housing and homelessness projects and services; and

WHEREAS, .CE is a requirement of HUD and the State of California to access Continuum of Care funded projects, Emergency Solutions Grants (ESG) Program, and other federal funding, including funds provided through the U.S. Department of Veterans and state funding, such as homeless Housing Assistance and Prevention (HHAP) and No Place Like Home; and

WHEREAS, CAP Solano JPA seeks to enter a Memorandum of Understanding (MOU) for partial funding of the Coordinated Entry System for the term of three years, beginning December 1, 2025 through December 31, 2028.

WHEREAS, Suisun City's financial responsibility for the three year MOU is $61,517.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF SUISUN CITY HEREBY RESOLVES:

Section 1. The above recitals are true and correct.

Section 2. Approves the Memorandum of Understanding provided herein as Attachment A.

Section 3. Authorizes the City Manager, or his designee, to execute the MOU with CAP Solano JPA for partial funding of the Coordinated Entry system for the term of 3-years, beginning December 1, 2025 thru December 31, 2028.

Section 4. The City Manager, or his designee, is hereby authorized and directed to do all things necessary and proper to effectuate the purpose of this resolution.

Section 5. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, 16th day of December 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of December 2025.

ATTEST:

_____ _____

Alma Hernandez, Mayor Anita Skinner, City Clerk

Attachment A: Memorandum of Understanding

COMMUNITY ACTION PARTNERSHIP
SOLANO
JOINT POWERS AUTHORITY
675 Texas Street Fairfield, CA 94533 – www.capsolanojpa.org

A MEMORANDUM OF UNDERSTANDING BETWEEN THE COMMUNITY ACTION PARTNERSHIP SOLANO, JOINT POWERS AUTHORITY; SOLANO COUNTY; AND THE CITIES OF BENICIA, FAIRFIELD, RIO VISTA, SUISUN CITY, VACAVILLE, AND VALLEJO REGARDING THE HOUSING FIRST SOLANO CONTINUUM OF CARE COORDINATED ENTRY SYSTEM

This Memorandum of Understanding, hereinafter referred to as "MOU," is made effective December 1, 2025 by and between the Community Action Partnership Solano, Joint Powers Authority, hereinafter referred to as the "JPA"; Solano County, hereinafter referred to as the "County"; and the Cities of Benicia, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, hereinafter referred to as the "Cities"; individually, a "Party"; and collectively, the "Parties."

RECITALS

WHEREAS, the JPA is charged with providing oversight and coordination of homeless and safety net services to the residents of the County and Cities; serving as the conduit for safety net funding support; administering such funds and making grants available to other non-profit entities that provide services to people experiencing homelessness; and undertaking such other programs as its Board of Directors may authorize, including such duties and tasks required to receive and distribute federal, state, local, and other funding to support the JPA's mission; and

WHEREAS, the Continuum of Care that coordinates the provision of housing and supportive services addressing homelessness in the County and Cities is known as the Housing First Solano Continuum of Care, hereinafter referred to as the "CoC"; and

WHEREAS, in March 2017, the JPA released "Neighbors Helping Neighbors: Forward Together," a regional strategic plan to respond to homelessness inSolano County as amended from time to time, hereinafter referred to as the "Regional Strategic Plan."; and

WHEREAS, Coordinated Entry provides a standardized approach to comprehensively assess the housing and service needs of homeless individuals and families and refer them to appropriate available resources that are needed to end their homelessness; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires recipients of Continuum of Care and Emergency Solutions Grants (ESG) Program

funding to use a coordinated assessment system, under the authority of theContinuum of Care Program Interim Rule, 24 CFR § 578; the Emergency Solution Grant Program Interim Rule, 24 CFR § 576; and HUD Notice CPD-17-01; and

WHEREAS, the State of California Department of Housing and Community Development requires recipients of Homeless Housing, Assistance and Prevention Program funding to use a coordinated entry system under the authority of Welfare and Institutions Code 8256(iii)(IV); and

WHEREAS, Coordinated Entry connects the community's network of homeless services and housing resources while streamlining, standardizing, and coordinatingthe current homeless intake, assessment, and referral process; and

WHEREAS, homeless individuals and families, especially highly vulnerable individuals and families who are homeless, are Coordinated Entry's principal users;and

WHEREAS, the Parties have agreed that an effective Coordinated Entry process is a critical component to improving system navigation as recommended by the Regional Strategic Plan; and

WHEREAS, the Coordinated Entry System is governed by Housing First Solano's Coordinated Entry System Policies and Procedures; and

WHEREAS, the JPA operates Coordinated Entry through a subrecipientCoordinated Entry System Operator pursuant to a separate Subrecipient Agreement, hereinafter known as the "Subrecipient Agreement"; and

WHEREAS, the Parties recognize that additional resources are needed to enable Coordinated Entry to operate an effective and efficient system to address homelessness and implement best practice solutions to leverage the existing housing stock to increase housing opportunities.

NOW, THEREFORE, the Parties agree as follows:

I. The County and Cities agree to provide funds to the JPA over the course of three years from the effective date for Coordinated Entry services provided throughout Solano County as set forth in Exhibit B (Budget).

1. The County and Cities shall transmit annual payments to the JPA for the deliverables specified in Exhibits A and B.

2. This Memorandum of Understanding may be amended upon written agreement signed by all the Parties.

II. Program performance of the JPA

The JPA shall use funding received pursuant to this MOU to deliver the services described in Exhibit A (Scope of Work) to homeless individuals and families from the County and Cities pursuant to the terms of this MOU.

III. Fiscal responsibilities of the JPA

The JPA agrees to:

1. Monitor the activities listed in Exhibits A (Scope of Work), B (Budget), and C (Performance Objectives), and the terms of this MOU.

2. Adhere to its written JPA Continuum of Care Policies and Procedures for financial management.

3. Be liable for repayment of costs incurred for activities not consistent with Exhibits A-C. The JPA shall be afforded the opportunity to respond to any adverse findings regarding such costs before being heldsubject to repayment.

IV. Records, reports, and audits of the JPA

1. <u>Governance</u>.

   a. The JPA shall have available and provide to County and/orCities upon request:

      i. A copy of current JPA Bylaws.

      ii. The current roster of the JPA membership.

      iii. A copy of the adopted JPA Continuum of Care Policies and Procedures Manual, inclusive of its Conflicts of Interest Policy and

its Financial Management policiesand procedures.

b. The JPA shall notify the Parties if it makes any changes to its interpretation of its compliance obligations under the Ralph M.Brown Act, as specified in the JPA Bylaws, on an annual basis.

2. Establishment and maintenance of records. The JPA shall maintain records sufficient to reflect properly all matters covered by the enclosed Exhibits A-C.

3. Preservation of records. The JPA shall preserve and make availableits records in accordance with its Bylaws.

4. Examination of records and/or facilities. At any time during normal business hours, and as often as may be deemed necessary, the JPA agrees that the County and/or any City, and/or any duly authorized representatives for those Parties, shall, for a period of five years following the expiration of this MOU, have access to and the right to examine its offices and facilities engaged in performance of this MOU,and audit records and data with respect to matters covered by this MOU; excepting those falling within the attorney-client and attorney-work-product privileges. The County and/or Cities shall provide the JPA with reasonable notice of any such examination.

5. County and City monitoring reviews. The County and/or Cities may conduct monitoring reviews. Such reviews may cover program compliance, as well as fiscal matters. The County and/or Cities shall provide the JPA with reasonable notice that a review will be conducted. The JPA will be afforded a reasonable period of time to respond toany monitoring findings. Cost of such reviews will be borne by the Party(ies) requesting the review. The County and/or Cities may withhold payment and/or terminate this MOU if the JPA fails to respond to or correct finding(s) within a reasonable period of time.

6. Performance reports. Throughout the MOU term, the JPA shall share performance reports prepared pursuant to the oversight of Subrecipient by the JPA.

V. Coordination of program

1. JPA. The Executive Director of the JPA, or his/her designee, shall have overall responsibility for the progress and execution of thisMOU.

2. The County. The County Administrator, or his/her designee, shall serve as the point of contact for the County with respect to this MOU.

3. The Cities. The City Managers, or their designees, shall serve as thepoint of contact with respect to this MOU.

4. Notices. All notices or other correspondence required or contemplatedby this MOU shall be sent to the Parties at the following addresses:

JPA:	CAP Solano JPA Attn: DeShawn Waters, Executive Director 675 Texas Street Fairfield, CA 94533
County:	Ian Goldberg County Administrator Solano County 675 Texas Street, Suite 6500 Fairfield, CA 94533
City of Benicia:	Mario Giuliani City Manager City of Benicia 250 East L Street Benicia, CA 94510
City of Fairfield:	David Gassaway City Manager City of Fairfield 1000 Webster Street Fairfield, CA 94533
City of Rio Vista:	Kristina Miller City Manager City of Rio Vista One Main Street Rio Vista, CA 94571
City of Suisun City:	Bret Prebula City Manager City of Suisun City 701 Civic Center Boulevard Suisun City, CA 94585
City of Vacaville:	Savita Chaudhary City Manager City of Vacaville 650 Merchant Street Vacaville, CA 95688

City of Vallejo: Andrew Murray
City Manager
City of Vallejo
555 Santa Clara Street
Vallejo CA 94590

VI. Compliance with law

The JPA shall become familiar and comply with and cause all its employees and contractors, if any, to become familiar and comply with all applicable Federal, State, and local laws, ordinances, codes, regulations, and decrees. Failure of the JPA to, in any manner, observe and adhere to laws as described herein or as amended, shall in no way relieve the JPA of its responsibility to adhere to same, and the JPA herein acknowledges this responsibility.

VII. Indemnification/insurance

The JPA shall indemnify, defend (with independent counsel jointly approved by the County and Cities), and hold harmless the County and Cities and their officers, officials, directors, employees, agents, volunteers, and affiliates from any and all claims, demands, causes of actions, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with the JPA's operations, or any subcontractor's operations, to be performed pursuant to this MOU or the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator, for the fullest extent permitted by law, with the exception of the sole active negligence or willful misconduct of the County and/or any of the Cities.

Per its Subrecipient Agreement with the JPA, the Coordinated Entry System Operator shall procure and maintain for the duration of its Subrecipient Agreement with the JPA insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under its Subrecipient Agreement and the results of that work by the Coordinated Entry System Operator, its agents, representatives, employees, or subcontractors. The County and Cities and their officers, officials, employees, agents and volunteers are to be covered by the Coordinated Entry System Operator as additional insureds against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under its Subrecipient Agreement and the results of that work

by the Coordinated Entry System Operator, its agents, representatives, employees, or subcontractors.

The provisions of this Section shall survive the expiration or termination of this MOU and are not limited by any provisions relating to insurance in the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator.

The JPA agrees to enforce all the insurance requirements set forth in the Terms and Conditions exhibit to the current Subrecipient Agreement between the JPA and its Coordinated Entry System Operator.

VIII. Noncompliance with Scope of Work, Budget, and PerformanceObjectives

1. The JPA shall be afforded the opportunity to respond to any information that suggests a failure or deficiency by the JPA to complywith any provision of this MOU. Examples of noncompliance include:

    a. If the JPA (with or without knowledge) makes any material misrepresentation of any nature with respect to any information or data furnished to the Parties in connection withthis MOU.

    b. If there is pending litigation with respect to the performance bythe JPA of any of its duties or obligations under this MOU which may materially jeopardize or adversely affect the undertaking of or the carrying out of its program.

    c. If the JPA is in default under the provisions of this MOU.

    d. If the JPA makes improper use of funds.

    e. If the JPA fails to comply with any of the terms and conditionsof this MOU in such a manner as to constitute a material breach thereof.

    f. The JPA refuses to accept any additional conditions that maybe imposed by the County and/or any City as a result of changes required by law or by the Federal government.

    g. If the JPA fails to accomplish the scope of services listed inExhibits A-C and pursuant to the terms of this MOU in a timely manner.

2. Should the JPA be unable to resolve concerns by a Party about a perceived failure to comply with Exhibits A-C under this MOU withina reasonable period of time, that Party shall have the right to withdraw from this MOU, receive reimbursement for services not yet rendered, and/or require corrective action to enforce compliance with such provision.

IX. Suspension or Termination

1. Suspension or termination for cause. This MOU may be suspended or terminated at any time before the date of completion by the JPA or pursuant to a unanimous agreement among the County and Cities if:

   a. Any party fails to comply with the conditions of this MOU as described above; or

   b. The Housing First Solano CoC chooses an entity other than the JPA to operate the Coordinated Entry System; or

   c. The JPA is not able to secure the resources to perform one or more of the duties described in Exhibit A: Scope of Work; or

   d. The JPA no longer has adequate resources to operate the Coordinated Entry System; and

   e. The offending Party or Parties is/are afforded a reasonable opportunity to respond to any such concerns, and the offending Party or Parties fail(s) to resolve any such concerns.

2. Upon suspension or termination, the JPA shall:

   a. Not incur new obligations and shall cancel as many outstanding obligations as possible.

   b. Be paid only for services rendered to the County and each City to the date of such suspension or termination; provided, however, if the MOU is suspended or terminated for fault of the JPA, the County and each City shall be obligated to compensate the JPA only for that portion of the JPA's services which were of benefit to the County and each City.

X. Rights and remedies not waived

In no event shall payment by the County or any City or acceptance of payment by the JPA hereunder constitute or be construed to be a waiver by any Party of any breach of covenants or conditions of this MOU or any default which may then exist on the part of any Party, and the making of any such payment while any such breach or default shall exist, shall in noway impair or prejudice any right or remedy available to any Party with respect to such breach or default.

XI. Integrated document

No verbal agreements or conversations with any officer, agent or employee of the County and/or Cities prior to execution of this MOU shallaffect or modify any of the terms or obligations contained in any documents comprising this MOU. Any such verbal agreement shall be considered as unofficial information and in no way binding upon the Parties.

XII. Severability

In case any one or more of the provisions contained herein shall, for anyreason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

XIII. Term of MOU

The Term of this MOU is for three years from December 1, 2025 – December 31, 2028.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives, have executed this MOU in duplicate on the day and year set below each of the parties.

For the JPA:

SIGNATURE

PRINTED NAME

TITLE

DATE

For Solano County, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

For the City of Vacaville, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

For the City of Rio Vista, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

For the City of Fairfield, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

For the City of Suisun, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

For the City of Vallejo, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

For the City of Benicia, a municipal corporation:

SIGNATURE

PRINTED NAME

TITLE

DATE

EXHIBIT A: SCOPE OF WORK

JPA shall be responsible for the following activities:

- Identifying and selecting the Coordinated Entry Services Operator.
- Securing the necessary resources to support scope the work.
- Providing technical assistance and oversight of the Coordinated Entry Services Operator.
- Providing annual reports to the County and Cities on progress in achieving the milestones.
- Ensuring that resources provided by the County and Cities will be used for the following activities:

I. <u>Resource Connect Solano Coordinated Entry System Management</u>

The JPA will ensure that the Coordinated Entry Services Operator will be responsible managing for the implementation and on-going administration, development, and continuous improvement of Solano County's Coordinated Entry System inalignment with Housing First Solano's Coordinated Entry System Policies and Procedures. Management includes:

1. Conducting Coordinated Entry System analysis, evaluation,monitoring, and review;

2. Maintaining Coordinated Entry System documentation, which includes system performance documents, reporting data, and federalforms;

3. Developing new access and outreach/in-reach points throughout theCounty to ensure full and equal access;

4. Increasing the number of providers using Housing First Solano's Homeless Management Information System (HMIS) and participatingin Resource Connect Solano;

5. Creating tools and resources necessary to manage Resource ConnectSolano Entry Points;

6. Ensuring consistent usage of and calibration of the assessment toolthroughout the Coordinated Entry System;

7. Ensuring that the adopted prioritization criteria are used so that the most vulnerable individuals and families are prioritized for assistanceand matched with the appropriate services for them ensuring the mostefficient and cost-effective usage of resources;

8. Ensuring that beds and/or units fund by County or City programs that have specific client criteria are reserved for eligible program clients and input of program staff is sought before placement;

9. Managing the priority lists;

10. Ensuring timely linkage of persons to available housing and services;

11. Providing guidance, training, capacity building support, communication updates, and other project support as needed to Housing First Solano, the County, and the Cities;

12. Ensuring all participating provider agencies have information as necessary to operate and participate in Resource Connect Solano successfully;

13. Providing monthly or quarterly reports to the JPA as requested;

14. Preparing annual assessments of the Coordinated Entry System;

15. Establishing a more robust marketing plan to bring awareness to residents across the county, including those precariously housed and those least likely to receive assistance in the absence of such marketing;

16. Creating and disseminating outreach materials about Resource Connect Solano;

17. Reviewing and analyzing HMIS data, including reports on system- wide performance (e.g., clients receiving diversion assistance, vacancy reporting, completion of assessments); and

18. Maintaining the integrity of consumer data and ensuring up-to-date security protocols for the system.

II. <u>Coordinated Entry System Administration</u>

The JPA will ensure the Coordinated Entry Service Operator Administers System support to the Resource Connect Solano staff as well as the various jurisdictional and non-profit outreach teams. Support services include:

1. Answering and responding to all Coordinated Entry System referral calls;

2. Performing a pre-screen diversion assessment over the phone and full Vulnerability assessment, where appropriate;

3. Referring callers to the most pertinent services, including preventionservices for callers at-risk of homelessness;

4. Connecting clients to case management;

5. Scheduling appointments with clients for the Coordinated Entry Specialists;

6. Providing training and technical assistance to local outreach teams tosupport their data entry in HMIS.

III. Other Coordinated Entry System Services

The Coordinated Entry Services Operator may offer other services such as Housing Location Services to support the staff as well as the various jurisdictional and non-profit outreach teams to identify housing opportunities for individuals experiencing homelessness. Services will be outlined in the subrecipient agreement may include:

1. Developing and managing a comprehensive outreach/ working relationship with community stakeholders, especially landlords;

2. Engaging a landlord recruitment and retention plan. Recruiting landlord, management firm, and leaseholder participation and/or growth of participation in Continuum of Care and Resource Connect Solano housing programs, which may include Permanent Supportive Housing, Rapid Rehousing, Section8, TBRA, HUD/VASH, and other subsidy programs;

3. Meeting with owners, landlords and property managers to discusspartnering with Resource Connect Solano, including rental assistance, placement programs, and support services;

4. Negotiating with landlords experiencing conflicts with formerly homeless tenants to find solutions to experienced problems, including outside mediation services for more serious conflicts to help avoid eviction;

5. Building long-lasting relationships with property managers, landlords, owners, and firms to expand the scope of their participation in programs that house those experiencing homelessness;

6. Performing initial site visits at all prospective sites to ensure they meet guidelines for habitability standards;

7. Maintaining a database of landlords, management firms, and leaseholders working with those experiencing homelessness;

8. Sending out notices to Resource Connect Solano staff of any new housing availability;

9. Tracking all placements with landlords in HMIS;

10. Maintaining awareness of changes in market and community processes that can impact services; bring forward prospective recommendations to deal with expected changes.

11. Increase focus on systemic County-wide landlord engagement strategies.

IV. Coordinated Entry System Housing Readiness Services and Case Management

The JPA will ensure that the Coordinated Entry Services Operator provides Housing Readiness Services and Case Management. This includes:

1. Counseling individuals and families at the top of the ResourceConnect Solano prioritization system as to potential housing options;

2. Coordinating supportive services for individuals and families atthe top of the Resource Connect Solano prioritization system;

3. Using the Coordinated Entry System to provide comprehensiveassessments of participant need for housing and services;

4. Monitoring and evaluating Resource Connect Solano participantprogress;

5. Providing Resource Connect Solano participant information andreferrals to providers participating in the Coordinated Entry System;

6. Developing individualized housing and service plans for individuals and families at the top of the Resource Connect Solanoprioritization system;

7. Providing tenant counseling to individuals and families placed within the past 30 days into housing through Resource ConnectSolano;

8. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30 days into housing through Resource Connect Solano to understandthe leasing process;

9. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30 days into housing through Resource Connect Solano with securingutilities;

10. Assisting individuals and families at the top of the Resource Connect Solano prioritization system or placed within the past 30days into housing through Resource Connect Solano with makingmoving arrangements.

V. <u>Coordinated Entry Systems Operations</u>

The JPA will ensure that resources made available through this MOU foroperations are allocated to items such as: the costs of office space; maintenance; office equipment; Internet access; a system website; marketing; office supplies; transportation costs incurred by the Resource Connect Solano staff; public transportation costs for consumers; and essential training and conference attendance about Coordinated Entry.

EXHIBIT B: BUDGET

I. Funding

In addition to coordinated entry staff supported by HUD CoC, which is $233,589 for FY2025/26, pursuant to this MOU, the Cities and County will provide 2026 funding of $351,638 as follows to support the activities described in Exhibit A.

Funding for calendar years 2027 and 2028 will increase at a fixed rate of three (3) percentper year.

II. Method of Payment

The County and Cities shall transmit annual payments to the JPA. The method of payment was determined by the population of the Cities with the County making a larger amount than its population and is as follows:

	2026	2027	2028	Total
Solano County	$81,966	$84,425	$86,958	$253,350
Benicia	$18,816	$19,381	$19,962	$58,158
Fairfield	$77,564	$79,891	$82,288	$239,743
Rio Vista	$6,127	$6,311	$6,501	$18,939
Suisun City	$19,903	$20,500	$21,115	$61,517
Vacaville	$66,895	$68,902	$70,969	$206,767
Vallejo	$80,366	$82,777	$85,260	$248,402
Total	**$351,638**	**$362,187**	**$373,053**	**$1,086,878**

The JPA shall invoice the County and Cities within 30 days of the effective date of this MOU and then each year thereafter within 30 days of the same calendar date. The Cities and County shall make payment of the invoice within 30 days of the date of the invoice.

CAP Solano JPA - Who We Are

Provides Regional Leadership on Homelessness

CAP Solano JPA takes a collaborative, regional approach to addressing homelessness in the area.

Coordinates Planning, Funding, and Compliance Across Jurisdictions

The JPA aligns the efforts of cities, the county, and service providers to create a coordinated system.

Serves as the Backbone Agency for The Continuum of Care

The JPA acts as the administrative and coordinating body for the region's Continuum of Care.

Connects Cities, County, and Providers Into One Coordinated System

The JPA brings together all the key stakeholders to ensure a unified approach to homelessness.

The CAP Solano JPA is the central coordinating entity for homelessness services and strategy in Solano, aligning efforts and resources across jurisdictions and providers.

1

JPA Staff In Action

Integrating into the System of Care

Seamlessly transitioned into the existing network of homelessness services and providers

Building Shared Accountability and Strategic Direction

Established clear roles, responsibilities, and a collaborative decision-making process

Aligning CoC, Tripartite Advisory Board, and JPA Into One Structure

Consolidated the various oversight and leadership bodies into a unified governance model

Establishing New Administrative Backbone to Stabilize The System

Implemented robust operational and financial management systems to support the homelessness services network

The JPA's integration, governance, and strong administrative foundation have laid the groundwork for a more coordinated and effective Solano homelessness response system.

2

Strategic Funding Alignment

Created a Funding Decision Tree

To guide strategic allocation of funding and resources

Including Guidance from the TAB and CoC

Ensuring shared decision-making with providers and the community

Focusing on How Dollars Work Together

To strategically provide funding and resources across the region

Layered Priorities Guided by Community Needs Assessment

Maximizing impact based on the needs of the Solano region

This strategic funding approach ensures resources are allocated effectively and efficiently to address homelessness in Solano.

3

Regional

Strengthen Coordinated Entry (CES)

Improve the system that connects people experiencing homelessness to available housing and services

Expand housing and supportive service solutions

Increase the supply of affordable and supportive housing units across the region

Advance prevention and diversion programs

Provide assistance to help people avoid entering the homeless system in the first place

Aligning City Goals with Regional Strategies

Tailor services and programs to address the unique needs of young people experiencing homelessness

By pursuing these regional goals, we can create a more effective and coordinated system to address homelessness in Solano County.

4

Why Coordinated Entry?

Federal and State Requirement

Front door for homeless services

Access → Assessment → Prioritization → Referral

Streamlined process to connect people to resources

Matching People and Families to the Proper Resources

Quickly and fairly connects people to appropriate services

Coordinated Entry is a critical system that ensures equitable access to homeless services and resources in the community.

5

Why Coordinated Entry?

Streamlined Access to Homeless Services Across the Region

Coordinated Entry ensures households can easily connect to the right resources, regardless of which city they live in.

Faster Housing Placements for Residents

Investment in Coordinated Entry speeds up the assessment and referral process, getting people housed more quickly.

Improved Data and Accountability

Coordinated Entry provides robust data and reporting, allowing the community to make smarter funding decisions.

By investing in Coordinated Entry, cities strengthen the regional homeless services system, creates better outcomes for its residents, and demonstrates its commitment to addressing homelessness.

6

Coordinated Entry System Modernization

- New HMIS Administrator (BitFocus)
  Leading to HMIS upgrades and electronic referrals
- Walk-In Access Sites
  Improving accessibility to the system
- Outreach Teams Adding Real-time Assessments
  Reaching people where they are
- Increased Number of Assessors System-wide
  Reducing bottlenecks and wait times

7

Supporting the City's Goals

Align JPA initiatives with City's Homeless Action Plan

Ensure JPA programs and strategies support city's local goals and priorities for addressing homelessness

Establish a local access point within the city

Provide residents a convenient location to access the regional Coordinated Entry System

Train City staff to use HMIS effectively

Equip local staff with the knowledge and skills to properly utilize the Homeless Management Information System

Connect local outreach and housing placement work with regional strategies

Align city's on-the-ground efforts with the JPA's coordinated regional approach to amplify results

By closely integrating city's local initiatives with the JPA's regional strategies, we can maximize the impact and effectiveness of our collective homelessness response efforts.

8

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AGENDA ITEM NO. 24.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025 - ___: Authorizing the City Manager to Execute a Agreement with Paladin Drones for the Purchase of One Drone and One Year of Technical Support and Licensing in the Amount of $24,000.

FISCAL IMPACT: Total cost of the agreement and equipment is $24,000 which includes, $15,000 annual subscription fee and $9,000 one-time equipment purchase (discounted from $11,500). Funding for this project will be allocated from the Fireworks Enforcement Fund.

STRATEGIC PLAN: Public Safety.

BACKGROUND: The National Fire Protection Association (NFPA) released NFPA 2400 – Standard for Small Unmanned Aircraft Systems (sUAS) Used for Public Safety Operations. NFPA 2400 outlines the minimum requirements for safe operations, deployment, and implementation of unmanned aircraft, or drones in the fire service. Under 14 CFR part 107 the Federal Aviation Administration (FAA) allows for government agencies (including Federal, State, and tribal), law enforcement, and public safety entities have two options for operating drones under 55 pounds.

Over the past several years, the fire service has increasingly implemented drones, also known as Unmanned Aircraft Systems (UAS), to support a wide range of operations—including emergency responses, fire incidents, search and rescue missions, major disasters, fire prevention and weed abatement programs, fireworks enforcement, site safety inspections, pre-incident planning, and code enforcement.

Although the Suisun Police Department has recently implemented a Drone First Responder (DFR) program, which will also serve as a valuable resource for fire department incidents. The Fire Department intends to make available and deploy its own field-operated drone, managed by trained personnel, to better support and complement the department's emergency and non-emergency operational needs.

STAFF REPORT:

The Fire Department seeks to enhance its fire prevention and code enforcement functions while significantly improving operational response capabilities. This approach increases safety, strengthens situational awareness, and elevates the level of service provided to the community.

Staff researched and consulted with multiple drone service providers offering comprehensive solutions that include equipment, training, software, and technical support. Three vendors—Paladin Drones Inc., Unmanned Vehicle Technologies LLC, and Skydio Inc.—were evaluated to determine cost-effectiveness and their ability to meet the department's entry-level operational needs. Based on this review, staff recommends Paladin Drones Inc. Under the proposed initial one-year agreement, totaling $24,000, Paladin will provide the City with the following services and equipment:

Annual Subscription & Training

- Annual subscription and license for Watchtower software
- FAA and BVLOS compliance setup and renewal
- Implementation, training, customer support, and unlimited data storage

Drone Equipment

- One (1) DJI Matrice M4TD drone
- Four (4) batteries
- One (1) RC Plus 2 controller
- One (1) DJI Matrice 4D Series 240W charging hub
- One (1) DJI carrying case
- Four (4) DJI Matrice 4D Series low-noise anti-ice propellers

Overall, drone technology strengthens both the department's fire prevention efforts and its operational response capabilities, improving safety, situational awareness, and service to the community.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2025 - __: Authorizing the City Manager to Execute a Agreement with Paladin Drones for the Purchase of One Drone and One Year of Technical Support and Licensing in the Amount of $24,000.

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

ATTACHMENTS:

1. Resolution
2. Suisun City,CA-Paladin Contract-12.8.25.pdf
3. SCFD UAS Presentation.pdf
4. Policy 360 Unmanned_Aerial_Systems.pdf

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO EXECUTE A AGREEMENT WITH PALADIN DRONES FOR THE PURCHASE OF ONE DRONE AND ONE YEAR OF TECHNICAL SUPPORT AND LICENSING IN THE AMOUNT OF $24,000.

WHEREAS, the use of drones has become increasingly more important to fire agencies; and

WHEREAS, drones can be utilized in many different capacities from fire prevention and enforcement, to operational safety and situational awareness; and

WHEREAS, the National Fire Protection Association (NFPA) released NFPA 2400 – Standard for Small Unmanned Aircraft Systems (sUAS) Used for Public Safety Operations.; and

WHEREAS, staff completed a comprehensive review of three drone providers, and Paladin Drones was determined to best meet the needs of the Fire Department's drone program, and

WHEREAS, the DJI Matrice M4TD drone was selected for its compact size and high-performance capabilities, and

WHEREAS, internal staff will be trained and certified to safely and effectively operate the drone; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to execute an agreement with Paladin Drones for the purchase of one drone and one year of technical support and licensing; 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, December 16th, 2025 by the following vote:

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

WITNESS my hand and the seal of said City this 21st day of January 2025.

_____
Anita Skinner, CMC
City Clerk

PALADIN ORDER FORM

1. **Parties:** This Agreement ("**Agreement**") is entered into on **11/30/2025** ("**Effective Date**"), by and between Paladin Drones, Inc., a Delaware corporation having its principal place of business at 10200 Richmond Ave, Ste 272, Houston, TX 77042 (hereinafter, "**Paladin**") and **Suisun City, CA**, with an address of **621 Pintail Dr, Suisun City, CA** (hereinafter, "**Customer**"); and collectively the "**Parties**."

2. **Consideration**. WHEREAS Customer agrees to pay the amount listed under Exhibit A of this Order Form; AND WHEREAS, Paladin agrees to provide drone services and equipment; THEREFORE, for good and valuable consideration, the sufficiency of which are hereby acknowledged, Customer and Paladin agree as follows:

3. **Definitions**. All definitions under this contract are subject to the definitions listed under the attached Terms and Conditions (hereinafter, "Exhibit B").

4. **Incorporation of Exhibit**. This Agreement includes Paladin Quote (i.e., Exhibit A), Paladin Terms & Conditions (i.e., Exhibit B), and Additional Terms and Conditions (i.e., Exhibit C).

5. **Superseding Clause of Exhibits**. Paladin Terms and Conditions (i.e., Exhibit B), is superseded by Additional Terms and Conditions (i.e., Exhibit C).

.	
Initial Effective Date: **12/16/2025** Final Term End Date: **12/16/2026** Pricing Package: **Pre-DFR Package**	Billing Frequency: Annually Payment Terms: Net 30 days Price: *See* Exhibit A

6. **Services**. As part of the Onboarding Services, Paladin will provide Implementation Services. Subject to the terms described infra, Paladin will grant Customer access to the Watchtower software, and provide Support Services during an Active Term. The same will be offered with each Renewal Term.

7. **Fees.** Paladin will charge Customer a recurring Annual Subscription Fee in accordance with this Agreement. Paladin's offered Price (see Exhibit A) is only available for sixty (60) days from the date of the offer. The Subscription Fee has a minimum term of one (1) year from the date set forth in Exhibit B. Renewal Terms will begin on the date of the Renewal Agreement. Customer understands that additional drones can only be added at the beginning of a Term. Upon full payment of any Term, Customer will own the Drone free and clear of any lien or interest by Paladin.

8. **Implementation Services.** During any Active Term, Customer is granted Implementation Services at any time during an Active Term, which include but are not limited to customized Customer support, training, and Onboarding Services (*see Exhibit B Sec. 1 for details*).

9. **Billing.** Unless otherwise provided in Exhibit C, all Fees will be due and payable in advance on the terms indicated herein, and each invoice will be emailed to the Customer's billing contact indicated below. Customer accepts an emailed invoice as an actual invoice and will not require a written invoice as a condition for payment.

10. **Renewal Term.** The Agreement is subject to renewal on the terms set forth in Exhibit B. The Pricing Package applicable for each Renewal Term will be determined based on the aggregate amount of Customer Selected Applications at the time of renewal. Exhibit A's pricing offer is only available for sixty (60) days from the date of the offer. S*ee* specific pricing in Exhibit A. The Customer understands that they may add additional Drone(s) throughout any term and that **Adding a Drone will dissolve the remainder of the Active Term and start a Renewal Term from the date of the renewal Agreement's respective Exhibit B.**

11. **Termination.** The Agreement is subject to early termination on the terms set forth in Exhibit B.

12. **Time of the Essence**. Time is of the essence in the performance of Parties' obligations herein.

13. **Entire Agreement.** By executing this Agreement, each party agrees to be bound by its terms, and the Incorporated Documents, collectively the "Agreement." This Agreement contains the entire agreement among the Parties, and no oral statements or prior written matters not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto, unless set forth in a document executed by the Parties contemporaneously with this Agreement. If there is a conflict between this Agreement and any terms contained in any proposal, invoice or other agreement between Paladin and Customer, the terms of this Agreement shall control, but shall be superseded only by terms in Exhibit C, which shall be Customer's additional terms.

14. **Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under the Agreement, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Paladin IP.

15. **Important Disclaimers & Limitations**. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, PALADIN IP IS PROVIDED "AS IS," AND PALADIN DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW,

THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET

FORTH IN THE TERMS & CONDITIONS.

16. **Notices.** Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

17. **Authority to Execute Agreement.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Paladin Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

(*Signature page follows*)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

PALADIN DRONES INC.

By:

Name: Divy Shrivastava

Title: CEO

Suisun City, CA

By:

Name:

Title:

The terms and conditions of this Agreement govern all transactions contemplated by this Agreement, including all orders by Customer. Any proposed purchase order and/or other document submitted by Customer is null and void.

Exhibit A

PALADIN QUOTE

[See attached.]

PALADIN

Suisun City Fire Dept, CA

Suisun City Fire Dept, CA

621 Pintail Dr

Suisun City, CA 94585

Reference: 20250918-143433225

Quote created: September 18, 2025
Quote expires: November 17, 2025 Quote created by: David Gavran

Jose Colin
jcolin@suisun.com
707-718-1769

Brad Lopez
bllopez@suisun.com
707-421-7205

david.gavran@paladindrones.io

+17046209359

Comments from David Gavran

The referenced Quote provides an all-inclusive pricing package with an annual subscription fee for a one (1) year term with the option to renew for two (2) additional twelve (12) month terms.

Products & Services

Item & Description	Quantity	Unit Price	Total
Pre-DFR Package The Pre-DFR Package is an all-inclusive base annual sub-scription fee which includes: • Connectivity for up-to five (5) Livestream drones (sold separately) to Watchtower Software • Watchtower Software with Unlimited Users • FAA and BVLOS Compliance set-up and renewal • Implementation, Unlimited Training & Customer Support • Unlimited Data Storage This Package also provides access to Paladin's dealer dis-counted One-Time Purchases on equipment. This system is compatible with the Paladin Drop Mechanism with select drones.	1	$15,000.00 / year	$15,000.00 / year for 1 year
DJI M4TD DJI M4TD Drone includes: • DJI M4TD (x1) • DJI Matrice 4D Series Battery (x4) • RC Plus 2 Controller (x1) • DJI Matrice 4D Series 240W Charging Hub (x1) • DJI Carrying Case for Matrice 4D Drone (x1) • DJI Matrice 4D Series Low-Noise Anti-Ice Propellers (x4)	1	$11,500.00	$9,000.00 after $2,500.00 discount

Annual subtotal	$15,000.00
One-time subtotal	$9,000.00 after $2,500.00 discount
Total	**$24,000.00**

Purchase terms

Questions? Contact me

David Gavran david.gavran@paladindrones.io
+17046209359

Paladin Drones, Inc. 10200
Richmond Ave
STE 272
Houston, Texas 77042
United States

Exhibit B

PALADIN Terms and Conditions

[See attached.]

EXHIBIT B

Paladin Terms and Conditions

PALADIN'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (hereinafter, **"Terms & Conditions").**

By executing the Order Form, the Customer agrees to be bound by these Terms.

1. Definitions and Provisions

Capitalized terms used in the “Agreement” have the meanings set forth in this section.

"Active Term" means a term for which Customer has a current subscription for service from Paladin. Active Terms become “Inactive Terms” upon the completion of their specified period and may be partitioned by several Implementation Periods which are limited by the Term End Date (e.g., If the contract is for three years, the active term shall be the three years, and each year shall be an Implementation Period).

"Add-Ons" means the addition of one or more Drone (e.g., M30, M30T, M350, etc.) and/or Drone with a Docking Station under the Advanced Package.

"Advanced Package" means one of three Package types that includes a Paladin issued M30T Drone, or similar, fitted with an EXT Module and Docking Station. This package does not require Client to provide its own Drone. This is the top package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. Upon payment of the initial Implementation Period Client will own the provided Drone, and EXT module, and Docking Station. At Client’s option, it may renew its term and add Add-ons. The Watchtower software will serve the hardware.

"Aggregated Statistics" means data and information related to Customer's use of the Services that are used by Paladin in an aggregate and anonymized manner, including statistical and performance information related to the Services to improve its products and services.

"Agreement" means, collectively and to the extent applicable the Paladin Order Form, these Terms & Conditions (i.e., Exhibit B), Exhibit A, and Exhibit C, and any other Incorporated Documents.

"Application Obligations" means, collectively, Customer's debt, and other financial obligations relevant to the Application Services.

"Application Services" means management and compliance software-as-a-service application. Generally, this refers to but is not limited to the Watchtower software. These services are included during an Active Term.

"Appropriate Security Measures" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by Paladin.

"Authorized User" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services. Additionally, any user of the provided Software, and/or Equipment with the explicit, implicit, or tacit authorization of Customer.

"**Confidential Information**" means any information in any form related to the Agreement, disclosed by a party (the "**Discloser**"), or disclosed on behalf of such party by its affiliates or representatives, to another (the "**Recipient**"), including without limitation any trade secrets, technology, technical data, source code, object code, software, inventions, know-how, information that Discloser considers and treats as confidential, or that a reasonable person would believe is confidential based on the nature of the information. Confidential Information does not include information that (i) at the time of disclosure, is available to the general public, (ii) becomes available to the general public through no fault of Recipient, (iii) is received by Recipient at any time from a third party without breach of a non-disclosure or confidentiality obligation to Discloser, (iv) is known to Recipient at the time of disclosure, as demonstrated by documentary evidence, (v) is developed independently by Recipient without access to any of Discloser's Confidential Information, or (vi) is approved for disclosure by prior written permission of Disclosure or a corporate officer, including without limitation pursuant to the terms of this Agreement.

"Customer" means the person or entity purchasing the Services as identified in the Order Form.

"Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"Customer Terms" means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form, and/or as contained in Exhibit C. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

"Delivery Date" means the first day of delivery of the included equipment.

"Delivery Point" means the location agreed by Parties to be where Customer shall receive their Equipment. If no designation is made then the default delivery point shall be the address listed on the Paladin Purchase Order for Customer.

"**Documentation**" means any documents, FAA certification and the documents and processes required for the acquisition of such, training materials, information, directions, explanations, or material, concerning the Equipment and/or the Watchtower Products, whether produced by or for Paladin, for the use of the Equipment and/or Watchtower

Software, in whatever form, and including without limitation the Specifications. Including, Paladin's end user documentation and content, regardless of media, relating to the Services made available from time to time on Paladin's website at paladindrones.io.

"Drone" means an unmanned aerial vehicle (UAVs), and refers to Select Drone(s) by Customer.

"**Drone as a Service Fee**s" has the meaning set forth in Section 6 (Prices and Fees) of this Agreement.

"Effective Date" means the date that the Agreement designates in its Terms as "Effective Date". Refer to Exhibit A and C. If no Effective Date is designated by the Parties, then the default Effective Date is the date Client signed the Agreement (i.e., Paladin Purchase Order Form and Exhibit B).

"Equipment" means (1) EXT Module; (2) Select Drone; and/or (3) Docking Station.

"Fee" means an amount owed for services pursuant to the Agreement.

"Feedback" means any comments, questions, suggestions, or similar feedback transmitted in any manner to Paladin, including suggestions relating to features, functionality, or changes to the Paladin IP.

"Governing State" means the State of California.

"Government Entity" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"Implementation Period" for a twelve (12) month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter.

"Implementation Services" means the services provided to Customer during an Implementation Period (i.e., on an annual basis as limited by the Term End Date), including tailored Customer support, instructions, review of Application Obligations, and entry of relevant Customer Data.

"Inactive Term" means any period that is not an Active Term and usually follows the end of a subscription period when no renewal for service is made prior to the end of that Active Term.

"Incorporated Documents" means, collectively, Exhibit A, Exhibit B, Exhibit C.

"Initial Term" means the term of the services beginning on the Effective Date and

ending on the term End Date, as established in the Paladin Order Form (*see pg. 1, section 5*).

"**Intellectual Property Rights**" means all intellectual property and proprietary rights anywhere in the world under the laws of any state, country, territory, and/or other jurisdiction, as may now exist or hereafter come into existence, whether statutory, common law, or otherwise, including without limitation any and all patent rights (including patent applications and disclosures), copyright rights, trade secret rights, moral rights, know-how, database rights, mask work rights, rights of publicity, Marks (whether registered or unregistered), and all goodwill relating to the foregoing and any and all applications therefore and registrations, renewals, and extensions thereof. "Mark" means any trademark, trade name, trade dress, service mark, corporate name, design, logo, device, domain name, and/or other indicator of the source or origin of any product or service.

"Launch Package" means one of three Package types that includes a Paladin issued M30 Drone fitted with its EXT Module. This package does not require Client to provide its own Drone. This is the middle package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding;
(3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage. At the end of the Agreement Term Client will own the provided Drone and EXT module and may at Client's option renew its term and Add-Ons. The Watchtower software will serve the hardware.

"Legal title" means unconditional ownership of a tangible asset.

"Offer" means a conditional proposal made by a Party, which becomes legally binding if accepted by the offeree.

"Onboarding Services" means onboarding services, support, and training as required to make the Application Services available to the Customer during the service Term.

"Order Form" means (1) the order document executed and delivered by Paladin and Customer for the Initial Term or (2) to the extent applicable, any subsequent Order Form document executed and delivered by Paladin and Customer for any Renewal Term.

"Package Type" means the selected package by Customer to facilitate its Drones. Customer may select from the following packages: Turn-Key, Launch, or Advanced.

"Paladin" means Paladin Drones Inc., d/b/a Paladin, a Delaware corporation, and its permitted successor and assigns.

"Paladin IP" means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by Paladin

arising from or related to the Services, Documentation, or Feedback; and (2) any

intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**Paladin Order Form**" means the document named Paladin Order Form, and incorporated into these terms herein by reference, and which when executed by both parties hereto, shall form a part of Party's Agreement and Parties agree to be subject to its terms.

"Privacy Policy" means, collectively, Paladin's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to Paladin's website, in general, and as updated from time to time in accordance with their terms found at https://paladindrones.io/privacy-policy/.

"Provided Software" means any software which Paladin has made available by any means to Customer. Generally this refers to but is not limited to the Watchtower software.

"Regular Use" means in accordance with the terms of this Agreement, autonomous flight and manual control of the drone through Paladin's Watchtower Software

"Renewal Agreement" means an Agreement that follows or extends a former Agreement for the purpose of extending or maintaining a service with Paladin.

"Renewal Term" means any Active Term that is renewed subject to the terms of an Agreement, or Renewal Agreement but prior to becoming an Inactive Term.

"**Section number (#)"** means any section within this document that is referenced to with its section number and/or subsection (e.g., where a section refers to section 3, then this means that the terms in section 3 are to be read to have been replicated in that referencing section).

"Services" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

"**Select Drones**" means Drones that are offered based on the selected Package Type. Not all Drones are available for each package.

"**Specifications**" means those standards by which the Equipment and Watchtower Products must be operated, as set forth in Schedule C attached hereto and incorporated herein by reference.

"Support Services" means the general maintenance services and technical support provided in connection with the Application.

"Term" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Final Term End Date**" means, the date no Renewal Term or Implementation Period shall proceed the last Active Term and the Services will terminate.

"Turn-Key Package" means one of three Package types that allows Customer to

bring their own Drone that is compatible with Paladin's EXT Module. This package is serviced by Paladin's Watchtower Software. This is the basic package and includes (1) Set-Up of FAA and BVLOS Compliance Documents; (2) In-Person Delivery, Implementation, and Onboarding; (3) Unlimited Training & Customer Support; and (4) Unlimited Users & online cloud storage.

"Unlimited Warranty" means during the life of the contract Paladin will repair, or replace, any provided equipment that is acquired under either the Launch Package and Advanced Package. These warranties are applicable only when Customer has used products in accordance with the terms of this agreement.

"User-error" means, while any Select Drone is being operated by a Pilot in Command (PIC) the Drone sustains damage as a result of the PIC's direct control.

"Usage Policy" means, collectively, Paladin's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to Paladin's website and as updated from time to time in accordance with its terms.

"**Watchtower Products**" means the Watchtower Software.

"**Watchtower Software**" means the primary software licensed to allow users to interface with Select Drone(s), commission flight, develop, retain, and store data and reports for Parties analysis, view the live stream, and send commands to the drone during active situations.

"**Website**" means the websites of Paladin Drones, Inc., the primary web page URL of which is https://paladindrones.io/.

2. Access and Use.

a. Provision of Access. Subject to the terms and conditions of the Agreement, Paladin grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by this Agreement) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. Paladin will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services. Paladin agrees to provide instructions to the Customer, employees, agents, and related entities bound under the Agreement, to maintain the airworthiness of its drone(s) so that it is in a condition that is ready for service. Paladin will instruct Customer how to maintain all proper licensing and registration for itself and the drones so that they can legally be used for Customer's purposes when called upon.

b. Documentation License. Subject to the terms and conditions of the Agreement, Paladin grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its

Authorized User's internal business purposes. Paladin does not exercise any control over the Drone or equipment

when it is in flight and Customer while using any features in the Documentation is the sole operator controlling the Drone, and or equipment.

c. Customer Responsibilities. Customer is responsible and solely liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

d. Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. During the Term hereof, Customer shall not use the Equipment, Watchtower Products, and/or Documentation for any purposes except as set forth in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Watchtower Products and/or Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Watchtower Products and/or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Watchtower Products and/or Documentation, in whole or in part; (iv) reverse engineer, disassemble, or gain access to the interior components of the Watchtower Products and/or Documentation; (v) remove any proprietary notices from the Watchtower Products and/or Documentation; or (vi) use the Watchtower Products and/or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or entity, or that violates any applicable law. The Customer is responsible and liable for all uses of the Watchtower Products and/or Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer.

e. Protection of Equipment Trade Secrets. Customer acknowledges and agrees that the design, construction, and internal components, and other elements, of the Equipment provided under this Agreement are Confidential Information (and may include valuable trade secrets) and, as such, is protected under the terms of this Agreement. Customer agrees that any Disclosure of such would cause Paladin irreparable injury and damage without a need to prove the same. To ensure the protection of such information, Customer acknowledges its duty to implement reasonable precautions not to— open or disassemble the Equipment, nor any piece or component thereof, nor to otherwise investigate the internal components and operations of any of the Equipment. Customer agrees to use reasonable precautions to protect the Equipment from theft, inspection,

investigation, discovery of the Equipment's components, design, construction, and/or other

elements, and any unauthorized use.

f. Suspension. Notwithstanding anything to the contrary in the Agreement, Paladin may temporarily suspend Customer's and any Authorized User's access to any or all the Services if:

(1) Customer is more than 45 days late in satisfying: All Application Obligations; Fees then due, or in accordance with, the terms of the Agreement.

(2) Paladin reasonably determines that:

(A) there is a threat or attack on any of the Paladin IP;

(B) Customer's or any Authorized User's use of the Paladin IP disrupts or poses a security risk to the Paladin IP or to any other customer or vendor of Paladin;

(C) Customer, or any Authorized User, is using the Paladin IP for fraudulent or illegal activities; or

(D) Paladin's provision of the Services to Customer or any Authorized User is prohibited by applicable law.

(3) Any vendor of Paladin has suspended or terminated Paladin's access to or use of any third-party services or products required to enable Customer to access the Services (i.e., **"Service Suspension").** Paladin will use commercially reasonable efforts to–

(i) provide written notice of any Service Suspension to Customer,
(ii) provide updates regarding resumption of access to the Services, and
(iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Paladin is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur because of a Service Suspension.

g. Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, Paladin may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Paladin and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Paladin. Paladin may compile Aggregated Statistics based on Customer Data input into the Services. Paladin may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, Paladin's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, Paladin will use commercially reasonable efforts to make the Application Services and Support Services available. Paladin will assist Customer in applying for FAA BVLOS waivers and instruct Customer to operate equipment in a legal manner. Paladin will start with one deployment location at a time and continue progressively until the agreed upon number of deployment locations for all UAS. In an effort to aid in Paladin's

BVLOS process,

Paladin will provide training materials to the Customer which may enable it to self certify employees as Visual Observers (VOs). Paladin will provide training to officers on how to access and utilize the Paladin Watchtower in a “train the trainer” model.

Paladin will teach Customer how to dispatch the Hardware using the Software to emergency calls. Customer warrants that only personnel authorized by Customer may have access to the Live Stream from the drone. Customer will be taught on how to use Paladin’s software to view and stream on any compatible internet-connected device. Paladin will apply for Certificates of Authorization (i.e., “COA”) from the FAA on behalf of Customer and provide related training. Customer understands that Paladin will not provide FAA, Part 107, training. Customer agrees that only Authorized personnel who have undertaken training from Paladin may have access to the Paladin Watchtower software, which can convey the status of the drone, and how to tell the drone to conduct additional maneuvers if needed. All operations will be conducted by a Pilot in Command (PIC), who may be an FAA-certified pilot, and have manual override control of the drone to prevent malfunctions. Customer will provide the PICs needed to sustain this program.

Paladin’s training shall consist of: :

1. Showing how to access Watchtower on their respective internet devices.
2. Showing how to view a live stream through the application.
3. Showing how to control the drone using the application.
4. Showing how to report problems if they come across them on the application.
5. After the initial training, and upon the written request of the Customer, Paladin will schedule a training course for new hires and to aid in maintaining Customer’s FAA compliance.

a. Paladin will provide training for the Customer to use the Equipment. This training will consist of:

1. Going over the maintenance list for the drone, and how to maintain airworthiness.
2. Teaching how to fly the drone autonomously using Watchtower.
3. Teaching how to fly the drone manually using the remote control.
4. Teaching how to fly the drone via LTE.
5. Teaching how to attach, detach, activate, deactivate, the LTE module that attaches to the drone and gives it LTE capabilities.

4. Fees and Payment.

a. Fees. Customer will pay Paladin the fees ("Fees") set forth in the Order Form. Paladin will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Agreement (e.g., Exhibit A). Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any undisputed payment when due, Paladin may, without limiting any of its other rights, after a five (5) day grace period, charge interest on the past due amount at the lowest of (1) the rate of 5% per month, (2) the rate established in Exhibit C, or (3) the maximum rate permitted under applicable law. Customer agrees to reimburse Paladin for all costs incurred in collecting any undisputed late payments, including, without limitation, reasonable attorneys' fees.

b. **<u>NET 30</u>: PAYMENT IS DUE WITHIN 30 DAYS OF THE PALADIN ORDER FORM'S EFFECTIVE DATE**. The set-up process for all services and software begins upon receipt of the (1) signed Agreement (e.g., Paladin Purchase Order) and (2) the receipt of payment. If applicable, payment must include any Add-On(s) (i.e., physical equipment) purchased by Customer. Refunds are strictly waived by Client and agree that all sales are final. Client has the option to upgrade a Package Type at the end of any 12 month term, during an Active Term. If an upgrade is requested Parties must resign a new Agreement (i.e., Paladin Order Form). Payment is due according to the terms of the Agreement every 12 months from the Effective Date.

c. <u>Taxes</u>. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on Paladin's income. If Customer is a non-government entity, the Agreement Price (e.g., Exhibit A and C) will designate the total tax owed. Client agrees to be solely responsible for any tax obligations relating to its purchase, and if any errors are discovered or later calculated, Client agrees to cure any tax obligations as soon as practicable.

5. <u>Equipment Provided to Customer</u>

a. <u>Conditional Ownership</u>. Paladin offers to sell to Customer a service Package Type. Based on the selection made by Customer, Paladin shall grant an (1) EXT Module;
(2) Select unmanned Drone; and/or (3) Docking Station. In the event Customer selects Add-Ons, they will be granted by Paladin and Legal Title shall pass to the Customer upon full payment of the Initial Term.

b. <u>Pricing</u>: Paladin's Order Form shall designate the offered price for services described in its Exhibit A (i.e., part of its Incorporated Documents).

c.<u>Batteries:</u> Each year, as specified in the Paladin Order Form, Customer shall be entitled to a designated number of batteries compatible with their Drone. These batteries are included at no additional charge; however, customer shall have the option to purchase extra batteries.

d. <u>Repairs:</u> Paladin warranties the repairs of Equipment it provides to the Customer, so long as the Equipment's use was in accordance with this Agreement, and in the event of Equipment damage, such damage is not caused by a 3rd party regardless of if the act was intentional or accidental, or Client's user-error and/or negligence. Autonomous flight in accordance with the proper use of the Watchtower software even if resulting in Equipment damage will be replaced at no cost to Client.

e. <u>Delivery</u>. Paladin shall make the Equipment available to Customer at Customer's address set forth in the Paladin Order Form. Transportation and use of the Equipment after delivery at the Delivery Point, shall be entirely at Customer's own risk and expense. If Customer disassembles the Equipment to facilitate transportation, Paladin shall bear no responsibility for reassembly of the Equipment or any related

defects. If for any reason Customer fails to accept delivery of the Equipment by the date fixed in the

Agreement or pursuant to Paladin's notice that the Equipment is available at the Delivery Point, or if Paladin is unable to make the Equipment available at the Delivery Point within a reasonable time after the Delivery Date owing to any act or omission of Customer or its representatives, including without limitation the failure to provide appropriate access to Delivery point, facilitation to access Delivery point, instructions, documents, licenses, access, clearance and/or authorizations: (i) Customer shall bear the risk of loss to the Equipment; (ii) the Equipment shall be deemed to have been delivered; and (iii) Paladin, at its option, may store the Equipment until collected by Customer, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

6. Loss And Damage Of Equipment

a. Customer assumes and shall bear the entire risk of loss, damage to, theft or destruction of equipment, from any cause. LOSS OR DAMAGE TO THE EQUIPMENT, OR ANY PART OF IT, SHALL NOT RELIEVE CUSTOMER OF ANY OBLIGATION UNDER THIS AGREEMENT. The customer's obligations with respect to the aforementioned shall commence upon delivery of the equipment.

b. Customer agrees to immediately notify Paladin of any accident or event of loss or damage involving the Equipment. The notification shall include any information as may be pertinent to Paladin's investigation of such accident, loss, or damage, or which Customer may reasonably require.

c. Subject to Section 2 supra and in accordance with the terms in Section 9, infra, Paladin offers repairs and replacements to Customer's equipment that was purchased from Paladin and at the time of equipment failure had an Active Term under the Launch package or Advanced package.

7. Confidential Information

a. During any Active Term, either party (the **"Disclosing Party")** may disclose or make available to the other party (the **"Receiving Party")** information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, **"Confidential Information").** Paladin's Confidential information includes the Paladin IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or
(4) independently developed by the Receiving Party.

b. To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the

Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and

attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Paladin's Services and internal operations. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

c. On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Notwithstanding anything to the contrary in section seven (7), Paladin may store, collect, analyze, and make unrestricted use of any data on its platform for the improvement of its services, customer support, and in accordance with meeting its obligations under this Agreement and under section eight (8)(b).

d. Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the Effective date of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement indefinitely.

e. Notwithstanding anything in Section seven (7) to the contrary, if Customer is a Government Entity, then Paladin expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

f. **Mutual Restrictions**. Recipient shall use Discloser's Confidential Information only for the purposes of this Agreement (the "**Purpose**"). Except as permitted in this Agreement, Recipient shall not disclose to any third party any of Discloser's Confidential Information that is obtained directly or indirectly from Discloser or its affiliates or representatives. Recipient may only disclose the Confidential Information of Discloser to its representatives who are required to have it to further the Parties' purpose and/or obligations herein. Recipient must inform any such representative of the confidential nature of the information and cause the representative to comply with the terms of this Agreement as if it were the Recipient, and Recipient will be liable for any breach of this Agreement by any such representative, agent, or delegatee. Recipient will exercise the highest degree of care toward the Confidential Information. Recipient agrees to take all reasonable steps to protect the secrecy of, and avoid disclosure or use of, the Discloser's Confidential Information in order to prevent it from falling into the public domain or possession of unauthorized persons. Recipient agrees to immediately notify Discloser in writing of any use and/or disclosure in violation of this Agreement. Each party, however, may disclose Confidential Information of the other pursuant to the order or requirement of a court, federal agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement. Recipient

agrees and

acknowledges that any such breach or threatened breach of these terms of confidentiality may cause irreparable injury to Discloser so that, in addition to any other remedies available, Discloser may seek injunctive relief against the threatened or actual breach. Without limiting the generality of the foregoing, Customer shall continue to protect the Confidential Information of Paladin in perpetuity, as it relates to trade secrets contained in the Equipment and/or Watchtower Products.

8. Intellectual Property

a. Paladin IP. As between Customer and Paladin, Paladin owns all Paladin IP: rights, title, and interest.

b. Customer Data. As between Parties, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Paladin a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for Paladin to improve its Services and provide the Services to Customer.

c. Customer acknowledges and agrees that Paladin and its licensors and suppliers retain and own all rights, legal title, and interests in and to all Intellectual Property Rights therein of the following: (i) the Paladin Website, Watchtower Products, Watchtower Software, Watchtower Website Portal, Paladin Services, and any and all other services and products related thereto; (ii) the components and any and all other materials, content, data and/or information provided and/or made available by Watchtower in connection with any of the foregoing (but excluding content and/or data provided exclusively by Customer and Equipment purchased by Customer); all know-how and proprietary design and configuration of the Equipment; and (iii) any and all configurations, derivative works, developments, modifications, adaptations, changes, alterations, edits, conversions, improvements and/or the like made to, arising out of, and/or resulting from any of the foregoing. All rights not expressly granted under this Agreement, are reserved to Paladin and its licensors and suppliers, and there are no implied rights. Under no circumstances will anything in this Agreement be construed as granting, by implication, estoppel, or otherwise, a right or license to any party's Intellectual Property Rights or proprietary technology other than in strict accordance with the terms of this Agreement. Customers, its Authorized Users, and all other Users acknowledge and agree that Paladin and its licensors, suppliers, vendors, and/or its third party vendors shall own all right, title, and interest in and to all Intellectual Property Rights in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customers, Authorized Users, and/or all other Users relating to the Watchtower Products, and Paladin Services, without any limitations, restrictions, and/or requirement of compensation, including without limitation all unpatented inventions, patent applications, patents, design rights, copyrights, Marks, know-how, and other trade secret rights, and all other Intellectual Property Rights, derivatives or improvements thereof.

d. Effect of Termination. Without limiting either party's obligations this Agreement, Paladin, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the

Agreement to permit Customer to retrieve its Customer Data and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such a period, Paladin may destroy any Customer Data in accordance with Paladin's data retention policies.

9. Warranties & Disclaimers.

a. When Customer is engaging in Regular Use through the Watchtower Software, Paladin shall: (A) provide all three packages (i.e., Turn-key, Launch, and Advanced) unlimited updates and repairs of their EXT Module and Watchtower software during any Active Term; (B) provide unlimited repairs to the M30T drone and provide replacement parts and related instructions for any wear and tear on propellers and batteries; and (C) provide to Customers who selected the Advanced Package unlimited repairs to their Docking station.

b. Notwithstanding the aforementioned, no maintenance or repairs shall be provided in the event of non-regular use, intentional damage, third-party damage, or when Paladin's insurance provider(s) for any reason declines to cover the claim. However, despite the aforementioned, Paladin will reserve the discretion to make repairs despite noncoverage.

c. Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation. Paladin does not make any representation, warranty, or guarantee regarding availability of the Application Services.

d. Paladin warrants upon delivery, that at a minimum, all drones are maintained and operated in material accordance with:

1. All applicable manuals inclusive but not limited to the manufacturers and operators' maintenance manuals;
2. Mandatory Advisory Circulars or other Airworthiness Directives issued by the FAA;
3. The manufacturer's airworthiness limitations;
4. Manufacturer or FAA mandated inspection schedules, overhaul schedules, and calendar retirement dates; and
5. Service Bulletins.

e. Customer Warrants and is solely responsible for ensuring that all crew, including pilot in command, visual observer, sensor or payload operator, or other persons necessary for the safe operation of the flight have the qualifications, experience, licenses, and certificates required by applicable Federal Aviation Administration regulations and that all have the necessary skill required to perform their duties.

f. IN ORDER TO BE IN COMPLIANCE WITH THIS AGREEMENT'S TERMS OF USE, CUSTOMER MUST:

i. PER FAA REGULATIONS, A MINIMUM OF ONE PILOT IS REQUIRED TO OPERATE EACH DRONE.
ii. WORK WITH PALADIN TO GET BVLOS WAIVERS FOR THE CUSTOMER TO FULLY USE PALADIN'S PRODUCT AND SERVICES.

iii. TRAIN CUSTOMER TO BE VO'S SO THAT THE CUSTOMER CAN HAVE FAA-COMPLIANT AND SAFE BVLOS OPERATIONS.

iv. IF CUSTOMER CONNECTS PALADIN'S SOFTWARE TO THEIR COMPUTER AIDED DISPATCH (CAD) SYSTEM OR THIRD PARTY INTEGRATION SOFTWARE (i.e., NON-PALADIN APPLICATION PROGRAM INTERFACE "API"), PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS TO SAID CAD SYSTEM OR API. PALADIN SHALL NOT BE LIABLE FOR ANY RELATED COSTS AND CUSTOMER WILL PROVIDE ACCESS AT NO COST TO PALADIN AND FURTHER GRANTS A LICENSE TO PALADIN TO USE ANY CONNECTED API OR CAD SYSTEM TO RETRIEVE LATITUDE, LONGITUDE, AND OTHER INFORMATION ABOUT 911 CALLS AS THEY ARE PLACED.

v. PALADIN WILL PROVIDE THEIR WATCHTOWER INTERFACE TO COMMAND THE EQUIPMENT AND ALLOW AUTHORIZED USERS TO ACCESS CONTROLS.

g. Security. Paladin has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

h. Paladin IP. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, PALADIN IP IS PROVIDED "AS IS," AND PALADIN HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PALADIN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, PALADIN MAKES NO WARRANTY OF ANY KIND THAT THE PALADIN IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

i. EXCEPT AS SET FORTH HEREIN AND TO THE EXTENT NOT PROHIBITED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICE OFFERED, PROVIDED, OR AVAILABLE. ALL STATEMENTS CONCERNING THE AUTONOMOUS FLIGHT, EQUIPMENT AND PRODUCT COVERED BY THIS WARRANTY, OR STATEMENTS CONTAINED IN ADVERTISING, PAMPHLETS OR OTHER PRINTED MATERIALS DO NOT CONSTITUTE WARRANTIES, AND THE CUSTOMER AND/OR BUYER ACKNOWLEDGE THAT THEY HAVE NO RIGHT TO RELY UPON SAME NOTWITHSTANDING ANY WARRANTY IN THE AGREEMENT AND SECTION 6

SUPRA. PALADIN OR ANY OF ITS SUBSIDIARIES MAKE NO WARRANTY AS TO THE QUALITY OF FLIGHT, DATA COLLECTION, OR ACCESS OF ANY SOFTWARE OR HARDWARE OR OTHER PRODUCTS AND SHALL NOT BE LIABLE FOR ANY LOSSES, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING UNDER OR IN CONNECTION WITH THE SAME. L

j. **NO WARRANTY** SHALL APPLY TO (I) DEFECTS, ERRORS, DAMAGES, OR LOSS RESULTING FROM CORRECTIONS, REPAIRS OR SERVICE RELATING TO CUSTOMER'S OR USER'S SYSTEM, COMPUTERS, SERVERS, AND/OR OTHER EQUIPMENT OR CUSTOMER'S USE; (II) ANY ACT OR OMISSION BY ANYONE OTHER THAN CUSTOMER; (III) POWER SHORTAGES, IRREGULARITIES, BUGS, GLITCHES, INACCURACIES, OR FAILURES; (IV) MODIFICATIONS OF THE EQUIPMENT AND WATCHTOWER PRODUCTS BY ANYONE OTHER THAN PALADIN; AND (V) ANY OTHER CAUSE BEYOND PALADIN'S CONTROL NOTWITHSTANDING THE AFOREMENTIONED, IN THE EVENT OF HARDWARE FAILURE OR DESTRUCTION OF THE DRONE, PALADIN WILL PROVIDE REPLACEMENTS SO LONG AS THE TERMS OF AGREEMENT HAVE NOT BEEN BREACHED AND THE FAILURE OR DESTRUCTION WAS NOT THE RESULT OF USER ERROR. PALADIN RESERVES THE RIGHT TO REPLACE EQUIPMENT DAMAGED BY USER ERROR. ANY DAMAGE CAUSED TO EQUIPMENT WHILE USING THE DRONE AS TRAINED BY PALADIN AND WHILE ENGAGING IN AUTOMATED FLIGHT SHALL BE REPAIRED AT NO COST TO CUSTOMER. IN THE EVENT THAT A REPAIR CANNOT BE ACCOMPLISHED THEN PALADIN WILL REPLACE THE DRONE OR EQUIPMENT AT NO COST TO CUSTOMER. CUSTOMER MUST NOTIFY PALADIN OF THE INCIDENT AND CO-OPERATE WITH ANY REASONABLE REQUESTS BY PALADIN TO FACILITATE THE REPAIR OF THE EQUIPMENT PRIOR TO REPLACEMENT.

k.EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9 (WARRANTIES) HEREOF, THE EQUIPMENT, WATCHTOWER SOFTWARE, WATCHTOWER PRODUCTS, DOCUMENTATION, SERVICES, AND ALL RELATED PRODUCTS AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND "WITH ALL FAULTS." PALADIN MAKES NO REPRESENTATION OR WARRANTY OR PROMISE WHATSOEVER WITH RESPECT TO, AND HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, STATUTORY (INCLUDING ALL UCC STATUTES), OR OTHERWISE, INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

l. EXCEPT AS MAY BE EXPRESSLY PROVIDED IN SECTION 9(e) (PALADIN WARRANTIES) HEREOF, PALADIN DOES NOT WARRANT THAT THE

WATCHTOWER SOFTWARE AND/OR WATCHTOWER PRODUCTS ARE FREE FROM ERROR OR HARMFUL CODE AND/OR WILL RUN PROPERLY ON, AND/OR INTEROPERATE WITH, ALL HARDWARE AND/OR OPERATING SYSTEMS, THAT SUCH WILL MEET THE REQUIREMENTS OF CUSTOMER, OR OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR ANY USER OR THAT THE OPERATIONS OF SUCH WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION.

m. CUSTOMER MUST INFORM PALADIN WHEN PROPELLERS AND BATTERIES EXHIBIT SIGNIFICANT WEAR AND TEAR. THE CONDITION PRECEDENT TO SIGNIFICANT WEAR AND TEAR SHALL MEAN THAT THE OPERATION OF THE EQUIPMENT CANNOT OPERATE AT ITS ORIGINAL CAPACITY AND DURATION. UPON RECEIVING NOTICE, PALADIN SHALL PROVIDE PROPELLERS AND BATTERIES AT NO ADDITIONAL COST. CUSTOMER SHALL INSTALL NEW ACCESSORIES IN A TIMELY MANNER. CUSTOMER MUST PROMPTLY REPORT ANY DAMAGE TO EQUIPMENT AND DATE OF INSTALLATION OR UPGRADE.

10. <u>LIMITATION ON LIABILITY</u>

a. IN NO EVENT SHALL PALADIN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT PALADIN WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b. Reserved.

c.SUCH LIMITED WARRANTY SET FORTH ABOVE SHALL ONLY APPLY IF CUSTOMER (I) NOTIFIES PALADIN IN WRITING OF THE WARRANTY BREACH BEFORE THE EXPIRATION OF THE WARRANTY PERIOD; (II) HAS PROMPTLY INSTALLED ALL UPDATES, UPGRADES, AND/OR MAINTENANCE RELEASES PREVIOUSLY MADE AVAILABLE BY PALADIN; AND (III) AS OF THE DATE OF

NOTIFICATION, IS IN COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE PAYMENT OF ALL PRICES AND FEES THEN DUE AND OWING. Furthermore, such warranty as set forth above shall not apply to the extent that the alleged breach and/or infringement arises and/or results from: (i) combination, operation, or use of the Equipment and/or Watchtower Products in or with, any technology (including any software, hardware, firmware, system, or network) or service not provided by Paladin or specified for Customer's use in the Documentation, unless otherwise expressly permitted by Paladin in writing; (ii) modification of the Equipment and Watchtower Products other than: (a) by Paladin in connection with this Agreement; or (b) with Paladin's express written authorization and in strict accordance with its written directions and specifications; (c) use of any version of the Equipment and/or Watchtower Products other than the most current version or failure to timely implement any modification, update, and/or replacement of such made available by Paladin; (d) negligence, abuse, misapplication, or misuse of the Equipment and/or Watchtower Products or Documentation; (e) use of the Equipment, Watchtower Products, and/or Documentation by or on behalf of Customer that is outside the purpose, scope, or manner of use authorized by this Agreement or in any manner contrary to the Documentation or Paladin's instructions; (f) events or circumstances outside of Paladin's commercially reasonable control (including any third-party hardware, software, or system bugs, defects, or malfunctions); and/or (iii) Open source components or other third-party materials.

d. Paladin exercises no control over the flow of information to or from the Application Service, Paladin's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although Paladin will use commercially reasonable efforts to take actions Paladin deems appropriate to remedy and avoid such events, Paladin cannot guarantee that such events will not occur. ACCORDINGLY, PALADIN DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

11. Indemnification.

a. Paladin Indemnification.

i. Paladin agrees to indemnify, defend, and hold harmless Customer and its elected officials, officers, directors, agents, attorneys and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Paladin, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to the Paladin allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. ; provided, however, that the foregoing indemnity shall not apply to the extent that the applicable Claim resulted from the sole

negligence or willful misconduct of an Indemnitee.

ii. If such a claim is made as stated above or appears possible, Customer agrees to permit Paladin, at Paladin's sole expense and discretion, to

1. (A) modify or replace the Paladin IP, or component or part of the Paladin IP, to make it non-infringing, or
2. (B) obtain the right for Customer to continue use.
3. (C) If Paladin determines that neither alternative is reasonably available, Paladin may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, Paladin promptly refunds or credits to Customer amounts Customer paid with respect to the Paladin IP that Customer cannot reasonably use as intended under the Agreement.
4. IF LEGALLY PRACTICABLE, ANY REFUND OWED BY PALADIN TO CUSTOMER WILL BE PRORATED, STARTING FROM THE DAY THAT ACTUAL NOTICE IS PROVIDED TO PALADIN IN WRITING OF ANY THEN EXISTING THIRD-PARTY CLAIM.
5. IN THE EVENT THAT PALADIN MUST UNWIND THE AGREEMENT AND REFUND CUSTOMER ALL PAYMENT(S), CUSTOMER MUST RETURN ALL EQUIPMENT PROVIDED IN THE SAME CONDITION IT WAS RECEIVED.

12. Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

i. The Initial Term of the Agreement will begin on the Effective Date and end on the Final Term End Date of the Paladin Order Form;

ii. The Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term.

1. After two renewals access to the Watchtower Portal is automatically revoked if not renewed by the End of the third Term.
2. The foregoing notwithstanding, this Agreement will survive for so long as any Paladin Order Form remains in effect. Paladin Order Form shall expire and/or terminate according to the terms set forth infra.

iii. each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with Paladin's then-current pricing packages published on Paladin's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

13. Termination. In addition to any other express termination right set forth in the Agreement:

i. Paladin may terminate the Agreement immediately if Customer breaches any of its obligations under the Agreement.

ii. Either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30

days, and the process to cure has not been initiated, after the non-breaching party provides the breaching party with written notice of such breach and demand to cure is sent to the address listed on the Paladin Order Form.

iii. IF:

1. Customer is a governmental entity, and
2. Sufficient funds are not appropriated to pay for Paladin's Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to Paladin.

iv. Additionally, either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if either party becomes subject voluntarily or involuntarily to any proceeding under any domestic bankruptcy.

v. If Customer has made its first Term payment for services covering 12-months, then in all cases of termination Customer will retain Legal Title to the hardware it obtained during that first Term. This includes all accessories provided to Client for the operation of the equipment, and all Services will terminate in accordance with this Agreement. If client purchases "Add-ons" at a later term, then Legal Title to the add-ons shall vest with Client upon full payment of the Active Term incorporating the add-ons. Furthermore, in the event a product is replaced by Paladin the replacement shall remain with Customer, and in all cases the Client shall return the original.

vi. Duties upon-termination. Following any termination, expiration, or cancellation of this Agreement or the licenses granted herein:
(i) immediately upon receipt of Paladin's instructions, Customer will destroy or send to Paladin (at Customer's expense) all copies of the Watchtower Software and the Documentation; (ii) Customer's rights to continue to use the Watchtower Products and Documentation shall immediately cease; and (iii) all of Paladin's obligations hereunder shall cease (iv) all equipment in violation of subsection b(v) above must be returned to Paladin at the address provided at that time. As needed to accomplish the return and/or destruction of the Watchtower Software, Paladin may, in its sole discretion and at Customer's expense, provide services to assist Customer.

b. Survival. After this Agreement terminates or expires, the terms of this Agreement that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. The termination of this Agreement for any reason will not release either Party from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination in accordance with this Agreement.

14. Independent Contractor. The parties to the Agreement are independent contractors.

This Agreement does not create a joint venture or partnership between the Parties, and neither Party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other Party.

Customer shall make use of the services provided in accordance with the specifications of each Purchase Order as an independent contractor, having the sole right to control the details of and manner for performance of the use except that the same must be performed in accordance with the training and scope of use defined in the Agreement. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. Neither Party is not authorized to commit the other party to any agreements, and neither Party is authorized to commit the other party to any agreements, and neither Party shall represent itself as the agent or legal representative of the other Party. Further, neither Party shall be entitled to participate in any of the other Party's benefits, including without limitation any health or retirement plans. The Parties shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement. Neither Party shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the other Party or any other person consulted or employed by the other Party in performing Services under this Agreement. All such costs shall be the acting Party's responsibility. Parties acknowledges that this Agreement and all Purchase Orders and any other Agreed Orders are lump sum contracts, and that Customer shall be solely responsible for all required withholdings including but not limited to taxes, social security taxes, and state unemployment taxes including but not limited to for Customer's employees, agents, or subcontractors, as well as all applicable sales taxes or use taxes on labor provided and materials furnished. No Taxes will be collected or paid by Paladin under this Agreement, except as required by law.

Neither Party provides Workers Compensation Insurance or Workers Compensation benefits for the other Party or its employees. If requested, a Party will furnish the other Party with Certificates of Insurance showing them to be covered by Workers' Compensation Insurance in such amounts and types of coverage as legally required. It is each Party's sole responsibility to: (1) Assume all expenses for any job injury or illness occurring to them or any of its employees, agents, officers, and others working under its direction; (2) provide safe working procedures for its employees; and when applicable

(3) comply with the requirements of the Occupational Safety and Health Act of 1970 (OSHA). EACH PARTY WARRANTS THAT IT IS ADEQUATELY INSURED FOR INJURY TO ITS EMPLOYEES AND OTHERS INCURRING LOSS OR INJURY AS A RESULT OF THE ACTS OF IT OR ITS EMPLOYEES OR SUBCONTRACTORS. CUSTOMER SHALL MAINTAIN ALL WORKERS' COMPENSATION AND LIABILITY INSURANCE AT ALL TIMES WHILE MAKING ANY USE OF OR PROVIDING SERVICES OR EQUIPMENT.

15. Reserved.

16. Choice of Law and Mandatory Venue. This Agreement shall be construed in accordance with the laws of the state of California. THE PARTIES FURTHER HEREBY ACKNOWLEDGES, CONSENTS, STIPULATES, AND AGREES THAT ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS OR CAUSES OF ACTIONS RELATING TO THIS AGREEMENT, ANY WORK PERFORMED BY THROUGH OR UNDER THE PARTIES, OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT INCLUDING WITHOUT LIMITATION THE VALIDITY, PERFORMANCE, INTERPRETATION, ENFORCEMENT OR ANY COMBINATION THEREOF, SHALL BE SUBMITTED EXCLUSIVELY TO THE JURISDICTION OF THE STATE OF CALIFORNIA OR FEDERAL COURT. CUSTOMER IRREVOCABLY WAIVES THAT ANY PROCEEDING BROUGHT IN CALIFORNIA HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

17. Mediation. Parties agree that all disputes, controversies or claims including any arising out of or relating to Services or Equipment provided by Paladin, its assignees or subcontractors, any warranties (express or implied), any issues or matters arising out of or related to this Agreement, or questions as to its interpretation including any breach thereof (herein referred to collectively as a “Dispute”) may be submitted to non-binding mediation..

18. Entire Agreement: Order of Precedence. The Paladin Order Form, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations relating to or regarding the Customer's purchase and use of the Services and equipment. To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence:
(1) the Paladin Order Form (2) the Customer Terms (i.e., Exhibit C), (3) the Terms & Conditions herein (i.e., Exhibit B), and (4) Paladin Quote (i.e., Exhibit A). No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way. There are no additional agreements of any kind between the parties with respect to the subject matter

hereof. No waiver, amendment, modification or release of any term or provision of this Agreement shall be deemed to have been given or made unless expressly set forth in a written document signed by each of the parties hereto.

19. Waiver. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Except where otherwise specified in writing by the Parties, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the party may possess at law or in equity.

20. **Amendments And Right to Update**: No amendment to the Paladin Order Form, or the Incorporated Documents will be effective unless it is in writing and signed by an authorized representative of each party. This Agreement may not be supplemented, amended, and/or modified at any time unless the parties hereto execute a written agreement that must— (i) be in a mutually agreed upon written or electronic format, (ii) must be clearly designated as an amendment, addendum, or modification, and (iii) must be signed by an authorized representative of each party. The Parties stipulate and agree that an exchange or series of written or electronic correspondences shall not be deemed to be such a written instrument, for supplemental, amendment or modification purposes. Notwithstanding the aforementioned, Paladin may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services, however, no unilateral Paladin updates will have any effect to change the existing financial obligations of Customer until the end of an Active Term and following Customer's signed agreement thereto.

21. **Notices**. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a **"Notice")** must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission by the recipient), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given if delivered by hand, sent by recognized overnight courier (such as Federal Express), transmitted via facsimile transmission or mailed by certified or registered mail, return receipt requested, in a postage pre-paid envelope. Notices personally delivered or sent by overnight courier shall be deemed given on the date of receipt, notices sent via facsimile transmission shall be deemed given upon transmission and confirmation of receipt and notices sent via certified mail in accordance with the foregoing shall be deemed given when delivered (whether accepted or refused) as established by the U.S. Postal Service return receipt.

22. **Force Majeure**. Except for any obligations to make payments, In no event will either party be liable to the other party, or be deemed to have breached the Agreement,

for any

failure or delay in performing its obligations under the Agreement , if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

23. **Severability**. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns. Notwithstanding the aforementioned, if Customer's assignment requires additional services beyond that which were negotiated then Customer and its assignee shall be liable for any additional costs incurred by Paladin to provide the Agreed service(s) during an Active Term.

25. **Marketing**. Subject to Section seven (7) supra, neither party may issue press releases related to the Agreement, conversations, or activities, without the other party's prior written consent. However, either party may include the name and logo of the other party in lists of customers or vendors.

26. **State-Specific Certifications & Agreements**. To the extent required under the laws of the Governing State, Paladin hereby certifies and agrees as follows:

a. Paladin is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State where services are sought;

b. Paladin will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law.

c. Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other

electronic means. Any document delivered electronically and accepted is

deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

27. **Legal Compliance.** Customers agree to comply with applicable laws with respect to the ownership, possessions, and operation of the Equipment. The parties acknowledge and agree that the legal regulation of unmanned drones is evolving, and the parties shall cooperate to seek to comply with applicable laws. The Watchtower Products, Equipment, and all services provided hereunder are subject to all applicable export control laws and regulations, including without limitation those of the United States government. Customer and Authorized Users agree that not to directly or indirectly export, re-export, divert, release, provide access to, transfer or disclose such, or any derivative thereof, to any prohibited or restricted destination, end-use or end-users or to anyone who requires a United States export license or other license, except in accordance with all relevant export control laws and regulations which may require it to obtain necessary licenses, approvals or permissions from the appropriate US governmental authority and all required foreign authorities prior to undertaking such activities.

28. **Watchtower Software License**.

a. Grant of License. Paladin shall grant a license of the Watchtower Software to the Customer in accordance with the terms and conditions outlined in this Agreement.

b. FAA Regulatory Waivers. Paladin will assist the Customer in acquiring FAA regulatory waivers. Except for transfers by error, the Customer shall hold Legal Title to those documents upon their transfer. Paladin will assist the customer in renewing these waivers during the Active Terms of the agreement. The process used to acquire the waivers is confidential information and cannot be shared with any 3rd party without the express permission of Paladin.

29. **Watchtower Software License**. Conditioned upon compliance with the Use Restrictions in Section 2, and payment of all fees then due, and compliance with all other terms and conditions hereof, Paladin shall grant to Customer, during any Active Term of this Agreement, a limited, non-exclusive, revocable, non-sublicensable, and non-transferable license to use the Watchtower Software.

30. **Insurance.**

a. Customer warrants that it will maintain insurance coverage in accordance with its use and operations and that in the event that Customer's insurance is not able to cover the full extent of the damages or claim that Paladin's insurance shall be called upon to cover the remaining balance of a claim. Notwithstanding the aforementioned, if the claim is not one in which Paladin's coverage may extend, then Customer shall be solely liable for any such claim or damages.

b. Customer will maintain coverage with an aggregate limit of not less than $2,000,000.00, per occurrence; and upon Paladin's request will provide proof. Customer may self-insure or obtain insurance through a risk pool.

c. Paladin shall maintain coverage with an aggregate limit of not less than $2,000,000.00 per occurrence, and upon Customer's request will provide proof..

d. Subject to section "a" supra, Paladin's insurance shall pay damages relating to bodily injury or property damage subject to its insurance policy which Customer

may request a copy of at any time.

e. Customer understands that Paladin's coverage shall not apply to: (1) loss of use of any aircraft, drone, or otherwise, which is for a period of less than forty-eight hours; (2) sums attributable to any period an aircraft is not available for flight operations for reasons other than a grounding, or would not have been available for flight operations if no grounding had occurred; (3) loss of use of any aircraft occurring during the period in which the Customer did not use all reasonable means to correct and eliminate the cause of the loss of use; (4) loss of use of any aircraft attributable to a culpable failure by the Customer to perform any obligation with respect to making available or delivering products to the owner or operator of such aircraft; (5) loss of use of any military derivative of a civil aircraft unless the grounding also applies to the civil aircraft; (6) loss of use of any launch vehicle, spacecraft product or missile; (7) loss of use of any aircraft operated by Paladin or in its care, custody or control other than aircraft temporarily in Paladin's care, custody or control for modification, repair or inspection relating to grounding; (8) loss of use of any aircraft owned by or loaned to Paladin. For the purposes of this exclusion, any aircraft as to which Paladin has retained title pursuant to a conditional sales contract, chattel mortgage or similar lien, a lease agreement, a consignment agreement or similar contract of bailment, shall be deemed not to be owned by Paladin; (9) any liquidated or stipulated damages or penalties which the Customer is obligated to pay by reason of any contract or agreement, but this exclusion does not apply to any obligation it would have had in the absence of such contract or agreement.

f. Customer is aware that the aforementioned instances where coverage shall not apply are not every instance where the coverage does not apply and that it is the responsibility of Customer to familiarize itself with the limitations of Paladin's insurance policy.

g. Paladin makes no representations to Customer relating to which policy it shall acquire and only requires that the insured obtain a policy that is sufficient to meet the foreseeable liabilities under Customer's intended use and operation of any provided equipment, software, or service.

h. In accordance with section 30, if Paladin is legally obligated to pay damages because of bodily injury or property damage, Paladin's insurance shall have the right and duty to defend any suit seeking those damages.

31. **Consideration of services**. Paladin agrees to provide the services set forth in the Paladin Order Form, and Incorporated Documents. Customer agrees to make all payments in a timely manner pursuant to Section four (4) supra, and cooperate and abide by the requirements and standards, as set forth in this Agreement.

32. **Data Use**. Paladin retains all rights to any data obtained from the provision of the products and services hereunder, including any copyright subject to the following (a) Paladin will only use personally identifiable data (including precise geolocation data), as defined under applicable law, for its internal analytical purposes (e.g., to improve its services), and (b) Paladin will use photographs or videos for its internal purposes and the improvement of services, such as demonstration or marketing, in each case subject to applicable laws (data described in (a) and (b) referred to as "**Data**"). Paladin grants Customer the right to use Data collected from the Services for its own internal purposes, subject to applicable laws. In addition, and without limiting Paladin's restrictions above,

Paladin agrees that it will not resell any Data to any other person or entity without the prior express written permission of the Customer.

33. **Headings**. The parties agree that the captions, headings, and/or titles used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

34. **No Third-Party Beneficiaries**. This Agreement is intended for the benefit of the parties hereto, and those specifically referenced herein, and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person. The terms and provisions of this Agreement shall not inure to the benefit of any other third person or entity not a signatory to this Agreement.

35. **Joint Participation.** The parties hereto have participated fully in the negotiation and preparation of this Agreement and this Agreement shall not be more strictly construed against either Customer or Paladin.

36. **Counterparts**. This agreement may be executed in one or more counterparts, each counterpart being an original.

37. **Confidentiality.** It is understood that Customer is subject to the California Public Records Act (Gov. Code § 7920.000 et seq.), If a request under the California Public Records Act is made to view Paladin's confidential information, Customer shall notify Paladin of the request and the date that such records will be released to the requester unless Paladin obtains a court order enjoining that disclosure. If Paladin fails to obtain a court order enjoining that disclosure, Customer will release the requested information on the date specified.

38. **Attorney's Fees**. In the case of any breach of this Agreement or other Dispute (as defined herein) the prevailing party shall be entitled to recover its costs of mediation, arbitration, Court, expert witness fees and any necessary and reasonable attorney's fees.

39. **Authority.** Each person executing this Agreement warrants, in his/her individual capacity, that he or she has full legal authority to execute this Agreement for and on behalf of the respective parties and to bind such parties.

Exhibit C

Additional Terms and Conditions

Unmanned Aerial System (UAS) Program Overview

Program Intent, Purpose, and Service Agreement Authorization

Program Intent & Purpose

- Enhance emergency response operations. (Non-DFR)
- Field deployable by qualified and trained SCFD personnel.
- Provide real-time situational awareness during fire, rescue and hazardous materials incidents.
- Support fire prevention through aerial inspections, weed abatement surveys, code enforcement and hazard identification.
- Compliment existing Police Department Drone First Responder (DFR) program.

Legal & Regulatory Requirements

- NFPA 2400: Standard for Small Unmanned Aircraft Systems (UAS) Used for Public Safety Operations.
- FAA 14 CFR Part 107 requirements for governmental and public safety drone operations.
- Trained and certified personnel requirements
- Compliance with safety, documentation, and operational deployment standards.
- SCFD Policy 360 Unmanned Aerial Systems Draft

Operational Objectives

- Field deployable- Incident Operations
- Enhance Fire Prevention and Community Risk Reduction
- Fire investigations.
- Assist in Pre-Incident planning.
- Aerial inspections, Weed abatement, Code Enforcement, Fireworks Enforcement.
- Public Education
- Complement existing Police Department's DFR program.

Options Explored

- Paladin Drone Inc. Cost $24,000
- Unmanned Vehicle Technologies, UVT Cost $24,206
- Skydio Inc. Cost $83,000

Staff Recommendation

- SCFD seeking approval to start a UAS Program
- Approve agreement with Paladin Drones Inc. for $24,000
  - Purchase of one (1) drone $9,000
  - One (1) year of licensing subscription, training & tech support $15,000
- Strengthen SCFD response capability and community safety.

Questions or Comments

Unmanned Aerial Systems

360.1 PURPOSE AND SCOPE

Best Practice MODIFIED

The purpose of this policy is to establish safe, efficient and lawful operation ~~guidelines~~ for the use of an unmanned aerial system (UAS), and for the storage, retrieval, and dissemination of images and data captured by the UAS.

360.1.1 DEFINITIONS

Federal MODIFIED

Definitions related to this policy include:

Unmanned aerial system (UAS) - An unmanned aircraft of any type that is capable of sustaining directed flight, whether preprogrammed or remotely controlled (commonly referred to as an unmanned aerial vehicle (UAV), and all the supporting or attached systems designed for gathering information through imaging, recording or any other means.

Visual observer (VO) - A designated person who is not located with the UAS operator but is in communication with the pilot and can see the UAS in operation.

UAS Flight Crew Member: A Pilot in Command, Visual Observer, or other person assigned UAS duties for the purpose of UAS flight operations.

Certificate of Authorization (COA): Issued by the FAA and grants permission to fly within specific boundaries and parameters.

Pilot In Command (PIC): Person who has final authority and responsibility for the operation and safety of flight, has been designated as the PIC before or during the flight, and holds the appropriate category, class and type rating, if applicable, for the conduct of the flight. The PIC is solely responsible for the input of commands/piloting during flight operations. Pilots are authorized to evaluate and accept or decline any mission or portion thereof due to safety concerns.

Notice to Airman (NOTAM): Time is critical aeronautical information which is provided to air traffic control towers within a (5) five-mile radius of UAS flight and is of either a temporary nature or not sufficiently known in advance to permit publication on aeronautical charts or in other operational publications and receives immediate dissemination via the National NOTAM System.

Visual Line of Sight (VLOS): Visual contact between PIC or VO and a UAS sufficient to maintain safe operational control of the aircraft, known location, and be able to scan the airspace in which it is operating to see and avoid other aircraft or objects aloft or on the ground.

360.2 POLICY

Best Practice MODIFIED

It is the Suisun City Fire Department's policy that members trained in the use of the UAS will use them to protect the lives and property of citizens and first responders in full compliance with all applicable laws and regulations, including but not limited to State and Federal Constitution

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and Federal Aviation Authority (FAA) regulations. ~~A UAS may be utilized to enhance the [department_agency]'s mission of protecting lives and property when other means and resources are not available or are less effective. Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations.~~

360.3 PRIVACY

Federal

The use of the UAS potentially involves privacy considerations. Absent an authorized reason, operators and visual observers shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy. Operators and visual observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy.

Locations where a person may have a reasonable expectation of privacy include:

(a) In a residence.

(b) In the enclosed yard of a residence.

(c) On private property where activity cannot be seen from the street or ground level.

Methods that may be used to avoid recording private activity include:

(a) Deactivating a recorder or imaging device until the UAS is away from the potentially private activity.

(b) Turning the recorder or imaging devices away from persons or locations during UAS operations.

360.4 PROGRAM COORDINATOR

Best Practice

The [agencyHead] shall appoint a program coordinator who will be responsible for the management of the UAS program. The program coordinator will ensure that policies and procedures conform to current laws, regulations, and best practices and will have the following additional responsibilities:

- Coordinating the FAA Certificate of Waiver or Authorization (COA) application process and ensuring that the COA is current, and/or coordinating compliance with FAA Part 107 Remote Pilot Certificate, as appropriate for agency operations.
- Ensuring that all authorized UAS pilots and visual observers have completed all required FAA and [department_agency]-approved training in the operation, applicable laws, policies, and procedures regarding use of the UAS.
- Developing uniform protocols for submission and evaluation of requests to deploy a UAS, including urgent requests made during ongoing or emerging events. Deployment of a UAS shall require written authorization of the [agencyHead] or the on-scene IC, depending on the type of mission.

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- Coordinating the completion of the FAA Emergency Operation Request Form in emergency situations, as applicable (e.g., natural disasters, search and rescue, emergency situations to safeguard human life).
- Developing protocols for conducting criminal fire investigations involving a UAS, including coordinating with local law enforcement.
- Implementing a system for public notification of UAS deployment.
- Developing operational protocols governing the deployment and operation of a UAS, including but not limited to:
  - Safety oversight.
  - Use of visual observers.
  - Establishment of lost link procedures and secure communication with air traffic control facilities.
- Developing a protocol for fully documenting all missions.
- Developing a UAS inspection, maintenance, and record-keeping protocol to ensure continued airworthiness of a UAS up to and including its overhaul or service life limitations.
- Developing protocols to ensure that all data intended to be used as evidence for fire investigations are accessed, maintained, stored, and retrieved in a manner that ensures its integrity as evidence, including chain-of-custody requirements. Electronic trails, including encryption, authenticity certificates, and date and time stamping, shall be used as appropriate to preserve individual rights and to ensure the authenticity and maintenance of a secure evidentiary chain of custody.
- Developing protocols that ensure retention and purge periods are maintained in accordance with established records retention schedules.
- Recommending program enhancements, particularly regarding safety and information security.
- Ensuring that established protocols are followed by monitoring and providing periodic reports on the program to the Fire Chief.
- Maintaining familiarity with FAA regulatory standards, state laws and regulations, and local ordinances regarding the operations of a UAS.

360.5 PROCEDURE

Agency Content

Requests for UAS deployments will be made through the Duty Chief directly or via dispatch. Approval for the request will be determined by the Duty Chief by initiating a UAS Call Out procedure.

360.5.1 UAS CALL OUT PROCEDURE

Agency Content

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The dispatch center will gather the information pertaining to the request and contact the Duty Chief to notify him/her of the mission with all pertinent information available. The PIC will determine if the UAS can be deployed safely and either accept or decline the mission. The Duty Chief will make all notifications of mission acceptance or declination directly to the requesting party or through dispatch.

360.5.2 FLIGHT OPERATIONS

Agency Content

(a) All emergency response missions shall be approved by the Duty Chief and/or incident commander.

(b) A UAS shall only be operated by personnel, both pilots and crew members, who have been trained and qualified in the operation of the system. District members with UAS responsibilities, including chief officers, shall be provided training in the policies and procedures governing UAS use.

(c) **Pilot in Command (PIC)** reports to the Incident Commander, Division/ Group Supervisor or designee as determined by the Incident Commander. The PIC will accept or decline the mission and has final authority and responsibility for the operation and safety of flight. The PIC will determine the need of a Visual Observer and communicate that information to the IC any time before or during the mission. SCFD UAS Pilots should be identified in Vector Sscheduling.

(d) **Visual Observer** if assigned, reports to the Pilot in Command and is responsible for radio communications between the PIC and the Incident Commander, Division/ Group Supervisor or designee as determined by the Incident Commander, when face-to-face communication is not possible.

(e) Communications between UAS operations and Incident Command is best suited for face-to-face methods unless a Visual Observer is assigned. PIC of UAV do not have the ability to operate a communications device (portable radio, cellular phone, ect.) unless true hands-free technology is being utilized.

(f) Identification: The PIC, VO, or other persons assigned UAS duties for the purpose of flight will be identified by high visibility clothing with appropriate UAS position identifier.

(g) When the UAS is being flown, UAS Pilots shall take steps to ensure the camera is focused only on the areas necessary to the mission.

(h) All flights will remain in FCC compliance, GPS reception mode and comply with FAA flight restrictions near designated Class A & B airports and municipal airports.

(i) Airport towers within (5) five miles of flight will be notified by the PIC, VO or designee. All pertinent information regarding the operation will be provided to the tower. A NOTAM (Notice to Airman) will be filed electroncially or by telephone as required by the FAA COA. At all times the flight will comply with the criteria provided in the FAA COA.

(j) The administration, safety policy, training requirements, general operating procedures and pre/post flight actions are contained within the SCFD UAS Operations Manual.

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360.6 USE OF UAS

Best Practice MODIFIED

UAS operations should only be conducted consistent with FAA regulations.

Use of vision enhancement technology (e.g., thermal and other imaging equipment not generally available to the public) is permissible in viewing areas only where there is no protectable privacy interest or when undertaken as part of a fire investigation in compliance with a search warrant or court order. In all other instances, legal counsel should be consulted.

Only authorized operators who have completed the required training shall be permitted to operate the UAS.

360.6.1 PERMISSIBLE USES

Best Practice MODIFIED

The authorized missions for SCFD UAS may include but are not limited to:

1. In response to specific requests from local, state or federal fire authorities for fire response and prevention.

2. In response to any transportation type emergencies as defined in Title 49 of the Code of Federal Regulations.

3. Search and Rescue (SAR) missions as defined in California Government Code Section 26614.

4. Structural collapse and building evaluations for rescue, safety, and occupancy.

5. In response to hazardous materials spills or hazardous materials investigations.

6. Disaster response and recovery to include natural or human caused disasters including full overview of a disaster area for post incident analysis and documentation.

7. Public education development, training videos and documentation.

8. Fire prevention, pre-incident fire planning, fire investigations and code enforcement acitivities.

9. Pilot training missions which will be scheduled and directed by the UAV program coordinator under authority of the Training Chief or his/her desginee.

10. Explocive ordinance disposal (EOD) missions.

11. Any mission that deploy fire based tactical paramedics for on scene evaluation and monitoring.

12. Public safety and life preservation missions to include but not limited to hostage situations, active shooter, threats for use of incendiary or explosive devices.

13. Post fire or incident investigation to assist with cause, origin and documentation.

14. Providing close air support in the form of real time tactical information and personnel accountability on a wide range of emergency and non-emergency events.

~~Situations where a UAS may be considered for use include:~~

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- ~~Hazardous materials incidents.~~
- ~~Structure fires.~~
- ~~Mass casualty incidents.~~
- ~~Search and rescue.~~
- ~~Wildland fires.~~
- ~~High-rise incidents.~~
- ~~Natural and manmade disaster response.~~
- ~~Video/photographs for investigative support.~~
-
- ~~During training activities.~~
- ~~Anytime an aerial view of the emergency scene is appropriate.~~

360.6.2 PROHIBITED USES

Federal

Department UAS shall not be used:

- To conduct random surveillance activities.
- To target a person based solely on actual or perceived#characteristics, such as to race, ethnicity, national origin, religion, sex, sexual orientation, gender identity or expression, economic status, age, cultural group, or disability.
- To harass, intimidate, or discriminate against any individual or group.
- To conduct personal business of any type.

360.7 RETENTION OF DATA

Best Practice

Data collected by the UAS shall be retained as provided in the established records retention schedule.

360.8 OWNERSHIP AND USE OF DATA

Best Practice

The use of any photography or electronic imaging made by [Department_Agency] members while using a UAS shall comply with the requirements of the Photography and Electronic Imaging Policy and the Patient Medical Record Security and Privacy Policy.

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AGENDA ITEM NO. 25.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025 -__: A Resolution of the City Council of the City of Suisun City, California, Adopting Rules of Procedures and Conduct of Commissioners, Committee Members, and Board Members.

FISCAL IMPACT: None.

STRATEGIC PLAN: Good Governance.

BACKGROUND: In October 2024, the City Council updated its Norms and Procedures for City Council Members. This Resolution will adopt similar rules and procedures for the City's Commissions, Boards, and Committees. In particular, the Resolution addresses standards of conduct, demeanor, decorum, conduct during meetings, code of ethics, conflicts of interest, political activities, use of office for personal gain, and the representation of the Commissioner's Belief as the Belief of the Commission. On June 3, 2025, the City Council considered the draft Norms and Procedures for Commissions, Boards, and Committees. The Council requested that certain amendments be made to the draft and that input be received from Commissions, Boards, and Committees. The draft was presented to the Recreation, Parks, and Marina Commission on September 2, 2025, and to the Planning Commission on November 25, 2025.

STAFF REPORT:

In accordance with prior direction from Council, staff has prepared the attached draft Rules of Procedure for the Conduct of City Commissioners, Committee Members, and Board Members for the City Council's consideration.

Currently, there is no citywide policy that outlines procedural and conduct expectations for Commissioners, Committee Members, and Board Members. While these officials have been following implicit expectations, it is more prudent and appropriate to have a formal document that outlines their expectations and the consequences for failure to comply.

Specifically, this Resolution outlines six steps regarding commission decorum and meeting conduct. It requires officials who wish to speak to address the chair to be confined to the question under debate, not to interrupt one another, and to provide each other with utmost courtesy, and grants officials the right to move to require the chair to enforce these rules.

This Resolution requires every public official to follow a code of ethics and to conduct themselves in a manner that will preserve public confidence in and respect for the government they represent. This code requires each official to treat all citizens with courtesy, impartiality, and equality under the law, and to avoid any actual or potential conflicts between their private self-interests and the public interest.

This Resolution briefly describes the obligations of officials under the State Political Reform Act regarding Form 700 disclosures of economic interests and conflicts of financial or personal gain. It also

addresses conflicts related to incompatible employment, representation of private persons, and a prohibition on receipt of gifts and favors. It also prohibits officials from engaging in any political activity that would conflict with their official duties.

This Resolution prevents officials from using or attempting to use their roles with the City for personal gain, including financial, career, social, and personal-satisfaction-related gains. To more specifically implement this obligation, the Resolution prohibits officials from wearing any part of their City uniform to an event where they are not conducting official City business. It also prohibits officials from speaking on behalf of the City or their Commission, Board, or Committee. It encourages individual officials to clarify that they are speaking in their individual capacity whenever it may otherwise be unclear.

City officials have mostly been following these expectations so far, as they are generally implied in their roles with the City. However, it is wise for the City to formalize these expectations and rules in writing to avoid misunderstandings or future issues. This Resolution states that a violation of any ethical rules or the standards of conduct outlined in the Resolution may lead to the official's removal from their position.

Recreation, Parks & Marina Commission and Planning Commission Comments

The two commissions had similar comments on commission absences (and the removal for failure to attend regularly scheduled meetings), as well as on commissioner comments at engagements and on social media posts. There were also concerns about election-related activities or personal activities. To address these issues, the draft Code of Conduct includes a definition of unexcused absences and expands on activities with the press, social events, and political activities. I have included a redline version with the changes.

Staff recommends that the City Council consider the draft Resolution, provide direction to staff on any desired modifications, and consider adopting the Code of Conduct.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2025-__: A Resolution of the City Council of the City of Suisun City, California, Adopting Rules of Procedures and Conduct of Commissioners, Committee Members, and Board Members.

PREPARED BY:	Patrick Enright, City Attorney
REVIEWED BY:	City Attorney.
APPROVED BY:	Bret Prebula, City Manager.

ATTACHMENTS:

1. Resolution.docx
2. Commissioner Rules of Procedure and Conduct 2025

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, TO ADOPT RULES OF PROCEDURE FOR THE CONDUCT OF COMMISSIONERS, COMMITTEE MEMBERS, AND BOARD MEMBERS

WHEREAS, the primary intent of California's open meeting law, the Brown Act, is that the people's business be conducted openly and transparently, after providing an opportunity to the largest number of members of the public to directly address a city commission, committee, or board before any action is taken on any item. The Brown Act mandates that city commissions, committee and boards adopt rules for "the conduct of business" and requires that agendas for regular meetings provide "an opportunity for members of the public to directly address the legislative body on any item of interest to the public" including agenda items before or during the legislative body's consideration of the item that is within the subject matter jurisdiction of the legislative body.

WHEREAS, the Brown Act provides that city councils "may adopt reasonable regulations to ensure the intent" of the Brown Act is carried out. As amended by the City Council of Suisun City, the rules of procedure provide an opportunity for members of the public to directly address the commission, committee, and board on any item on the agenda before consideration of the item, in full compliance with the Brown Act, at a reasonable time. The City Council of Suisun City periodically reviews and amends the commission, committee, and board rules of procedure to facilitate the efficient and transparent conduct of the City's business at a reasonable hour.

WHEREAS, the City Council desires to amend the rules of order to facilitate effective and efficient meeting management, greater transparency, and meaningful public participation.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT

The City Council, by ordinance, has established a number of commissions, committees and boards (collectively referred to herein as "Commissions") which receive information, investigate, review and make decisions and recommendations regarding many areas of the City's business. In creating these Commissions, the City Council has further obligated itself to establish procedural regulations and standards of conduct for commissioners, committee members, and board members in carrying out their duties on behalf of the City. The purpose of this Resolution is to set forth those procedural regulations and standards of conduct, with the intent that these regulations and standards will apply to all City commissioners, committee members, and board members (collectively referred to herein as "Commissioners").

It is specifically not the intent of this Resolution that the regulations and standards set forth herein should preempt or supersede conflicting regulations and standards or state or federal law. Where

a conflicting provision appears in state law or City ordinances relating to a particular Commission, the specific law or ordinance shall apply rather than the general provisions set forth herein.

SECTION 2. PROCEDURAL RULES AND STANDARDS OF CONDUCT

A. Commissioner Appointment: Members of each Commission shall be appointed and shall serve for the period of time set forth in the ordinance creating the Commission. Where there is no ordinance establishing a term, members of the Commission shall be appointed and shall serve terms concurrent with the appointing Council Member.

No person shall concurrently serve on two or more Commissions unless the City Council determines that there is no conflict in serving in those roles.

B. Commissioner Removal: Commissioners shall serve at the pleasure of Mayor and City Council. Commissioners may be removed by the Mayor without cause, as follows:

1. At the request of the Mayor, a Commissioner may be removed from office by a majority vote of the City Council.

2. At the request of a Council Member (with the Mayor dissenting), a Commissioner may be removed from office by a majority vote of the City Council.

Vacancies must be reported to the City Clerk and shall be filled in accordance with the law.

C. Commission Attendance: Commissioners are strongly encouraged to attend all regularly scheduled meetings. Any member of a Commission who misses more than three regularly scheduled meetings within any fiscal year, without being excused by the Commission, shall be deemed to have vacated their position on the Commission. The Chair of the Commission shall report to the Mayor or other person charged with appointing members of the Commission, to the City Clerk, and to the member whose position has been declared vacated that a vacancy exists.

An absence is unexcused if the Commissioner fails to notify the Chair of the absence and does not have a substantial and compelling reason for the absence. Compelling reasons, including emergencies, illness, or unavoidable circumstances, may justify the absence, while noncompelling reasons, such as personal convenience, would not justify the absence.

D. Terms of Office: Any Commissioner may be appointed and reappointed to an unlimited number of repeated terms of office.

E. Residency Requirements: No person who is not a resident of the City shall serve on any Commission having the authority to make binding decisions. Planning Commissioners shall be residents of Suisun City and shall maintain United States citizenship.

F. Commission Meetings: Each Commission shall hold regular meetings at times and dates established by resolution of each Commission, in accordance with meeting room and staff availability. Such meetings shall be held at the stated time and in a public place, and notice of such

meetings shall be given in accordance with the provisions of the Brown Act, Government Code Section 54950 et seq. Each Commission shall meet at least once a year for the purpose of reorganization.

G. Commission Members May Serve Without Pay: Except where otherwise specifically provided by ordinance or resolution, Commissioners may serve with pay as established by ordinance and resolution. Commissioners shall not be reimbursed for time lost from work on City business. Commissioners may be reimbursed for actual costs expended while on City business, with the prior approval of the City Manager. Commissioners may be reimbursed for the use of their personal vehicles for City business at the rate allowed per mile for City employees and officers using personal vehicles on City business, with the prior approval of the City Manager.

H. Commission Demeanor, Decorum and Conduct of Meetings:

1. Any Commissioner desiring to speak shall address the Chair and, upon recognition by the Chair, shall confine remarks to the question under debate.

2. A Commissioner desiring to question the staff shall address the Commissioner's question to the City Manager or City Attorney, in appropriate cases, who shall be entitled either to answer the inquiry personally or to designate some member of the staff for that purpose.

3. A Commissioner, once recognized, shall not be interrupted while speaking unless called to order by the Chair; unless another Commissioner raises a point of order; or unless the speaker chooses to yield to questions from another Commissioner.

4. Any Commissioner called to order while the Commissioner is speaking shall cease speaking immediately until the question of order is determined. If the Commissioner is ruled to be in order, the Commissioner shall be permitted to proceed. If the point or issue is ruled to be not in order, the Commissioner shall remain silent or shall alter the Commissioner's remarks so as to comply with these rules.

5. Commissioners shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the Commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

6. Any Commissioner may move to require the Chair to enforce the rules, and the affirmative vote of a majority of the Commission shall require the Commissioner to so act.

I. Action by Resolution or Minute Action: Actions of Commissions shall be taken by resolution or minute action.

J. Code of Ethics: The public judges its government by the way public officials and employees conduct themselves in the posts to which they are elected or appointed. The people have a right to expect that all public officials will conduct themselves in a manner that will tend to

preserve public confidence in and respect for the government represented. Such confidence and respect can best be promoted if every public official and employee, whether paid or unpaid, and whether elected or appointed, will uniformly: (a) treat all citizens with courtesy, impartiality, fairness and equality under the law; and (b) avoid both actual and potential conflicts between their private self-interests and the public interest. This code of ethics should apply to all Commissioners.

K. Conflicts of Interest: The State Political Reform Act applies to all Commissioners. Two important provisions:

1. Form 700 Disclosure of Economic Interest. The Act requires public officials to disclose assets and income that may be materially affected by their official actions by filing a "Statement of Economic Interests" (also known as a "Form 700"). For this Resolution, the requirement applies to all Commissioners. Each must file the Form 700 within 30 days after assuming office, annually, and upon leaving office, a final statement. Confer with the City Clerk as to this requirement.

2. Financial or Personal Interest. Generally, in addition to the disclosure requirements for Form 700 filers, the Act requires all Commissioners to disqualify themselves from making, participating in making, or in any way attempting to use their official position to influence a governmental decision in which they know or have reason to know they have a financial interest. An official has a disqualifying financial interest in a decision if the decision will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, directly on the official or a member of the official's immediate family, or on certain financial interests identified in the Act. A public official's financial interests include certain business entities, real property, sources of income, donors of gifts, and certain personal finances of the public official and immediate family.

Whenever the performance of official duties shall require any Commissioner to vote on any matter involving a financial or personal interest, the Commissioner, prior to the consideration of the matter, must immediately:

(i) Identify each financial interest that gives rise to the conflict in detail sufficient to be understood by the public (except that disclosure of the exact street address of a residence is not required);

(ii) Publicly state the Commissioner's recusal from the matter; and

(iii) Leave the room until after the disposition of the matter unless the matter appears on a consent calendar.

Under limited circumstances, the Commissioner may appear before the board and speak as a member of the public regarding an applicable personal interest (e.g., a project may impact their residence). A former Commissioner shall not, within one year after the date of termination from office, represent any person or business in a matter in which the former Commissioner has performed an official act.

L. Representation of Private Persons: No Commissioner shall appear on behalf of any private

person, other than the Commissioner's self, before any Commission or the City Council on a matter which is within the jurisdiction of their Commission except with permission of Commission, where the Commissioner does not otherwise have a financial interest in the representation and where the Commissioner refrains from official participation in the matter.

M. Incompatible Employment: No Commissioner shall engage in private employment with or render services for, any private person who has business transactions with the City which may come before the Commission for recommendation or decision, unless the Commissioner has first made full public disclosure of the nature and extent of such employment services, and the City Attorney has determined that such outside position is not an "incompatible office."

N. Gifts and Favors: No Commissioner shall accept any gift whether in the form of money, thing, favor, loan, or promise, that would not be offered or given if the Commissioner were not in such a position.

O. Confidential Information: No Commissioner shall, without prior formal authorization of the City Council, disclose any confidential information concerning any other official or employee, or any other person, or any property or governmental affairs of the City. Whether or not it involves disclosure, no Commissioner shall use or permit the use of any such confidential information to advance the financial or personal interests of the Commissioner or any other person.

P. Fair and Equal Treatment: No Commissioner shall grant or make available to any person any consideration, treatment, advantage, or favor beyond that which it is the general practice to grant or make available to the public at large. No official or employee shall request, use, or permit the use of any publicly owned or publicly supported property, vehicle, equipment, labor, or service for the personal convenience or the private advantage of the official or employee or any other person.

Q. Political Activities: No Commissioner shall participate in any political activity which would be in conflict or incompatible with the performance of the Commissioner's official functions and duties for the City. No Commissioner may use the Commissioner's official authority or position for the purpose of influencing or interfering with or affecting the results of any election, nor shall the Commissioner solicit funds or contributions or accept or receive funds or contributions from City employees for political purposes. No Commissioner may distribute pamphlets, petitions or handbills while the Commissioner is performing the Commissioner's official functions and duties with the City. Nothing herein shall be construed to prohibit any Commissioner from participating in the political process in the Commissioner's capacity as a private citizen.

R. Use of Office for Personal Gain: Commissioners shall not use or attempt to use their role for personal gain. This includes financial, career, social, and personal-satisfaction-related gains, as well as any other benefits driven by self-interest. Commissioners shall not wear any part of their City uniform, badge or other City insignia to a meeting, an event or occasion a Commissioner attends where they are not conducting official City business.

S. Representation of Commissioner's Beliefs as Belief of Commission:

(1) Communication with the Public, Press and other Media. Commissioners shall not speak on behalf of the City or their Commission. Only the Commissioners as a whole have the authority to speak on behalf of the Commission. In order to avoid any appearance that a Commissioner is speaking on behalf of the Commission, the Commissioner should clarify that they are speaking in their individual capacity whenever there is risk of misunderstanding of authority.

There may be instances where it is appropriate for Commissioners to provide public statements about City events and policy matters to the public and press in an official capacity; however, Commissioners must coordinate with City staff and seek approval first from the Mayor and/or City Manager prior to giving such statements. Upon approval from the Mayor and/or City Manager, City staff will coordinate and organize public communication and inquiries from the media related to official statements to include the Chair of the Commission, or a representative designated by the Commission, who may clarify actions taken by the Commission, fairly and accurately recap Commission conversation, or outline next steps. The Chair or designee must not editorialize, offer personal opinion, or speculate on future actions when speaking in an official capacity. A Commissioner may recite Commission positions, activities, and actions taken and state factual accounts of those actions.

(2) Community Relations and Engagement/Social Media. Commissioners may not, in an official capacity, represent their Commission or the City to the general public without City Council approval. Commissioners may not use city logos, branding, name tag, business cards, or other collateral to represent their private, personal or political interests.

Any time that a Commissioner uses their Commission title, is wearing their Commissioner name badge or references their membership on a City Commission when speaking publicly or on social media, they must state that they are speaking in an individual capacity and not as a representative of the City of Suisun City.

(3) Election-related Activity or Personal Activity. Commissioners are prohibited from using their position as a Commissioner for political or personal gain. For example, while potential ballot measures are under consideration or while candidate campaigns are being carried out, Commissioners can elect to participate in campaign activity individually but cannot use City resources to support that activity. Thus, Commissioners may engage in election-related activity as community members, and may use their Commission title(s), current or former, for identification purposes, so long as they affirmatively declare that they do not represent the City or any legislative body of the City.

T. Violations of Ethical Rules or Standards of Conduct: Any violation of an ethical rule or standard of conduct may result in removal from the Commission.

U. Channels of Communication: Commissioners should communicate with City staff through the City Manager or the City employee who has been designated by the City Manager as staff liaison to the Commission.

SECTION 3. ADDRESSING THE COMMISSION - DECORUM AND ORDER

A. Manner of Addressing the Commission

1. Any member of the public desiring to address the Commission shall proceed to the podium and wait to be recognized by the Presiding Officer. After being recognized, the member of the public shall state their name and address for the record.

2. All remarks and questions shall be addressed to the Chair and not to any individual Commission Member, staff member or other person. During a public hearing, all remarks shall be limited to the subject under consideration. No person shall enter into any discussion without being recognized by the Presiding Officer.

3. Any member of the Commission who the Presiding Officer has recognized for such a purpose may address or respond to members of the public who have addressed the Commission pursuant hereto. Such an address or response shall not exceed three minutes in length, and shall be deemed to express the individual position or opinion of the Commissioner offering the same and shall not be construed to bind the Commission or the City in any manner. Unless otherwise directed by the Commission, the restrictions imposed by this Subsection (A) shall apply only to those portions of the Commission Agenda during which members of the public are permitted to make oral communications to the Commission.

B. Time Provided for Communications from the Public: Any member of the public desiring to address the Commission shall be provided three minutes for their statement unless further time has been granted by the Presiding Officer in the individual case, or is limited in accordance with Section 3(D). Public comments to the Commission may also be submitted to the City Clerk or Commission Secretary in written format, either by email or other form of written correspondence. The City Clerk or Commission Secretary shall provide all written public comments to the Commission when received and/or during the Commission meeting. The City Clerk or Commission Secretary is not required to read each comment into the record.

C. Addressing the Commission after Motion is Made: After a motion has been made, or after a public hearing has been closed, no member of the public shall address the Commission.

D. Limitations Regarding Communications from the Public and Reports: The making of oral communications to the Commission by any member of the public during the "Communications from the Public" portion of the agenda shall be subject to the following limitations:

1. At any time, before or after the oral communication has commenced, the Presiding Officer may, if the Presiding Officer deems it preferable, direct that the communication be made instead either to the Development Services Director or other appropriate staff member during regular business hours, or in writing, for subsequent submittal to Commissioners.

2. The Presiding Officer may limit the number of speakers heard on non-agenda topics at a single meeting. Those whose presentations are postponed shall be given priority at the next meeting during the "Communications from the Public" agenda item.

3. If it appears that several speakers desire to speak regarding a single topic, the Presiding Officer may reasonably limit the number speaking, as to each side of an issue. In this regard, preference may be given to speakers who represent groups of persons who have designated a spokesperson.

E. Decorum and Order – Commissioners: The following Parliamentary Procedures are meant to establish a framework for the orderly conduct of meetings, encourage discussion, and facilitate decision making by the body. The rules of order are meant to create an atmosphere in which Commissioners and members of the public can conduct business efficiently, fairly, and with full participation. And at the same time, it is up to the Chair and Commissioners to maintain common courtesy and decorum. It is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chair before proceeding to speak. The basic format for an agenda item discussion is as follows:

First, the Chair should clearly announce the agenda item number and should clearly state what the subject is.

Second, following the agenda format, the Chair should invite the appropriate people to report on the item.

Third, the Chair should ask Commissioners if they have any technical questions for clarification.

Fourth, the Chair should invite public comments.

Fifth, the Chair should invite a motion.

Sixth, the Chair should determine if any Commissioners wish to second the motion.

Seventh, if the motion is made and seconded, the Chair should make sure everyone understands the motion.

Eighth, the Chair should now invite the Commissioners to discuss the motion.

Ninth, the Chair takes a vote. Simply asking for "ayes" and then the "nays" is normally sufficient.

Tenth, the Chair should announce the result of the vote and should announce what action (if any) the body has taken.

F. Decorum and Order – Public: Members of the public attending any Commission meeting shall avoid any conduct that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.

As set forth in Government Code Section 54957.9, if any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting,

the members of the Commission may order the meeting room cleared and continue the session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the Commission from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

The following guidelines shall apply to all interactions between the public and Commissioners:

1. All comments and interactions shall be conducted in a respectful manner.

2. Threats, including threats of violence, will not be tolerated.

3. Members of the public and Commissioners resolve to refrain from any behavior that disrupts or threatens to disrupt the Commission and governmental operations, including the following:

(a) Insulting, demeaning, intimidating, or offensive communications, including but not limited to, racial, ethnic, religious, sexual orientation or other offensive language against an individual or group of individuals;

(b) Harassment, threats or intimidation of any Commissioner, City staff or member of the public;

(c) Willful destruction of property damage;

(d) Conduct that threatens to provoke a violent reaction or that amounts to sexual harassment;

(e) A continuing pattern of disruptive behavior; and

(f) Notwithstanding the above, members of the public do have the right to make personal, critical or harsh remarks about any matter before the Commission.

G. Enforcement of Decorum: As set forth in Government Code Section 54957.95, the Presiding Officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the Presiding Officer must warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The Presiding Officer may then remove the individual if they do not promptly cease their disruptive behavior. As used in this paragraph, "disrupting" means engaging in behavior during a meeting of the Commission that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.

Notwithstanding the preceding paragraph, if the individual disrupting the meeting is using force or a true threat of force, that individual may be removed without a prior warning to cease their behavior.

SECTION 4. MOTIONS

A. Processing of Motions: When a motion is made and seconded, it shall be stated by the Presiding Officer before debate. The mover shall not withdraw a motion so stated without the consent of the person seconding it.

B. Motions out of Order: The Presiding Officer may at any time, by majority consent of the Commission, permit a member to introduce an ordinance, resolution, or motion out of the regular agenda order.

C. Division of Question: If the question contains two or more divisional propositions, the Presiding Officer may, and upon request of a member shall, divide the motion into two separate motions.

D. Precedence of Motions: When a motion is before the Commission, no motion shall be entertained except the following, which shall have precedence in the following order:

1. Adjourn
2. Fix Hour of Adjournment
3. Table
4. Limit or Terminate Discussion
5. Amend
6. Postpone

E. Motion to Adjourn (Not Debatable): A motion to adjourn shall be in order at any time, except as follows:

1. When repeated without intervening business or discussion;
2. When made as an interruption of a member while speaking;
3. When the discussion has been ended, and a vote on a motion is pending; and
4. While a vote is being taken.

A motion to adjourn "to another time" shall be debatable only as to the time to which the meeting is adjourned.

F. Motion to Fix Hour of Adjournment: Such a motion shall be set to a definite time at which to adjourn and shall be undebatable and shall be unamendable except by unanimous vote.

G. Motion to Table: A motion to table shall be used to bypass the subject temporarily. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject

under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the next regular meeting.

H. Motion to Limit or Terminate Discussion: Such a motion shall be used to limit or close debate on, or further amendment to, the main motion and shall be undebatable. If the motion fails, debate shall be reopened; if the motion passes, a vote shall be taken on the main motion.

I. Motion to Amend: A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable, and voted on before a vote on the amendment. Amendments shall be voted on first, then the main motion as amended.

J. Motion to Continue: Motions to continue to a definite time shall be amendable and debatable as to propriety of postponement and time set.

K. When Multiple Motions are Before the Governing Body: Up to three motions may be on the floor simultaneously. When two or three motions are on the floor (after motions and seconds) at the same time, the first vote should be the last motion made.

SECTION 5. VOTING PROCEDURE

A. Voting Procedure: In acting upon every motion, the vote shall be taken by voice, roll call, or any other method by which the vote of each Commissioner present may be clearly ascertained. The vote on each motion shall then be entered in full upon the record. The City Clerk or Commission Secretary shall call the names of all members seated when a roll call vote is ordered or required. The order of voting shall be the maker of the motion first. The second shall be next. The next two shall be alternated and the Chairperson shall be last. Members shall respond "aye," "no" or "abstain," provided that when a vote is collectively taken by voice or when a method of voting other than by voice or roll call is used, any Commissioner not audibly and clearly responding "no" or "abstain" or otherwise registering an objection shall have his vote recorded as "aye."

Any question before the Commission shall not require a roll call vote unless demanded by a member. It shall not be in order for members to explain their vote during roll call. Any member may change their vote before the next item of business.

B. Failure to Vote: Every Commissioner should vote unless disqualified for cause. Disqualification for cause includes but is not limited to, a conflict of interest in the decision that legally requires the Commissioner recusal and disqualification from the decision.

C. Reconsideration: Any Commissioner who voted with the majority may move a reconsideration of any action at the same meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Commission.

D. Tie Votes: Tie votes shall be lost motions. When all Commissioners eligible to vote are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal unless the Commission takes other action to further consider the matter. If a tie vote results at a time when fewer than all members of the Commission who are eligible to vote are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Commission, unless otherwise ordered by the Commission.

SECTION 6. ADMINISTRATIVE OVERSIGHT OF AND ASSISTANCE TO COMMISSIONS

A. Each Commission shall be assigned appropriate administrative support, under the oversight of the City Manager, to provide administrative assistance with such matters as the preparation of agendas, recommendations for action, minutes, memoranda of decisions and official correspondence, and shall coordinate the clerical and technical work of the Commission in administering their official functions. Such administrative support shall attend Commission meetings, but shall serve in an advisory capacity only and shall have no voting rights.

B. The City Clerk shall be the custodian of records for all Commissions. Minutes of Commission meetings shall be provided to the City Council.

SECTION 7. This Resolution shall take effect immediately, and any other version of these Policies and Procedures is hereby repealed and replaced with the Policies and Procedures contained in this Resolution.

SECTION 8. The City Clerk shall certify the adoption of this Resolution.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on the 16th day of December 2025, by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of December 2025.

_____
Anita Skinner
City Clerk

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA TO ADOPT RULES OF PROCEDURE FOR THE CONDUCT OF COMMISSIONERS, COMMITTEE MEMBERS, AND BOARD MEMBERS

WHEREAS, the primary intent of California's open meeting law, the Brown Act, is that the people's business be conducted openly and transparently, after providing an opportunity to the largest number of members of the public to directly address a city commission, committee, or board before any action is taken on any item. The Brown Act mandates that city commissions, committee and boards adopt rules for "the conduct of business" and requires that agendas for regular meetings provide "an opportunity for members of the public to directly address the legislative body on any item of interest to the public" including agenda items before or during the legislative body's consideration of the item that is within the subject matter jurisdiction of the legislative body.

WHEREAS, the Brown Act provides that city councils "may adopt reasonable regulations to ensure the intent" of the Brown Act is carried out. As amended by the City Council of Suisun City, the rules of procedure provide an opportunity for members of the public to directly address the commission, committee, and board on any item on the agenda before consideration of the item, in full compliance with the Brown Act, at a reasonable time. The City Council of Suisun City periodically reviews and amends the commission, committee, and board rules of procedure to facilitate the efficient and transparent conduct of the City's business at a reasonable hour.

WHEREAS, the City Council desires to amend the rules of order to facilitate effective and efficient meeting management, greater transparency, and meaningful public participation.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. PURPOSE AND INTENT

The City Council, by ordinance, has established a number of commissions, committees and boards (collectively referred to herein as "Commissions") which receive information, investigate, review and make decisions and recommendations regarding many areas of the City's business. In creating these Commissions, the City Council has further obligated itself to establish procedural regulations and standards of conduct for commissioners, committee members, and board members in carrying out their duties on behalf of the City. The purpose of this Resolution is to set forth those procedural regulations and standards of conduct, with the intent that these regulations and standards will apply to all City commissioners, committee members, and board members (collectively referred to herein as "Commissioners").

It is specifically not the intent of this Resolution that the regulations and standards set forth herein should preempt or supersede conflicting regulations and standards or state or federal law. Where a conflicting provision appears in state law or City ordinances relating to a particular Commission, the specific law or ordinance shall apply rather than the general provisions set forth herein.

SECTION 2. PROCEDURAL RULES AND STANDARDS OF CONDUCT

A. Commissioner Appointment: Members of each Commission shall be appointed and shall serve for the period of time set forth in the ordinance creating the Commission. Where there is no ordinance establishing a term, members of the Commission shall be appointed and shall serve terms concurrent with the appointing Council Member.

No person shall concurrently serve on two or more Commissions, unless the City Council determines there is no conflict serving in the roles.

B. Commissioner Removal: Commissioners shall serve at the pleasure of Mayor and City Council. Commissioners may be removed by the Mayor without cause, as follows:

1. At the request of the Mayor, a Commissioner may be removed from office by a majority vote of the City Council.

2. At the request of a Council Member (with the Mayor dissenting), a Commissioner may be removed from office by a majority vote of the City Council.

Vacancies must be reported to the City Clerk and shall be filled in accordance with the law.

C. Commission Attendance: Commissioners are strongly encouraged to attend all regularly scheduled meetings. Any member of a Commission who misses more than three regularly scheduled meetings within any fiscal year, without being excused by the Commission, shall be deemed to have vacated their position on the Commission. The Chair of the Commission shall report to the Mayor or other person charged with appointing members of the Commission, to the City Clerk, and to the member whose position has been declared vacated, that vacancy exists.

An absence is unexcused if the commissioner fails to notify the Chair of the absence and does not have a substantial and compelling reason for the absence. Compelling reasons including emergencies, illness or unavoidable circumstances, while noncompelling reasons such as personal convenience, would not justify the absence.

D. Terms of Office: Any Commissioner may be appointed and reappointed to an unlimited number of repeated terms of office.

E. Residency Requirements: No person who is not a resident of the City shall serve on any Commission having the authority to make binding decisions. Planning Commissioners shall be residents of Suisun City and shall maintain United States citizenship.

F. Commission Meetings: Each Commission shall hold regular meetings at times and dates established by resolution of each Commission, in accordance with meeting room and staff availability. Such meetings shall be held at the stated time and in a public place, and notice of such meetings shall be given in accordance with the provisions of the Brown Act, Government Code Section 54950 et seq. Each Commission shall meet at least once a year for the purpose of reorganization.

G. Commission Members May Serve Without Pay: Except where otherwise specifically provided by ordinance or resolution, Commissioners shall serve with pay as established by ordinance and resolution. Commissioners shall not be reimbursed for time lost from work on City business. Commissioners may be reimbursed for actual costs expended while on City business, with the prior approval of the City Manager. Commissioners may be reimbursed for the use of

their personal vehicles for City business at the rate allowed per mile for City employees and officers using personal vehicles on City business, with the prior approval of the City Manager.

H. Commission Demeanor, Decorum and Conduct of Meetings:

1. Any Commissioner desiring to speak shall address the Chair and, upon recognition by the Chair, shall confine remarks to the question under debate.

2. A Commissioner desiring to question the staff shall address the Commissioner's question to the City Manager or City Attorney, in appropriate cases, who shall be entitled either to answer the inquiry personally or to designate some member of the staff for that purpose.

3. A Commissioner, once recognized, shall not be interrupted while speaking unless called to order by the Chair; unless another Commissioner raises a point of order; or unless the speaker chooses to yield to questions from another Commissioner.

4. Any Commissioner called to order while the Commissioner is speaking shall cease speaking immediately until the question of order is determined. If the Commissioner is ruled to be in order, the Commissioner shall be permitted to proceed. If the point or issue is ruled to be not in order, the Commissioner shall remain silent or shall alter the Commissioner's remarks so as to comply with these rules.

5. Commissioners shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the Commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.

6. Any Commissioner may move to require the Chair to enforce the rules, and the affirmative vote of a majority of the Commission shall require the Commissioner to so act.

I. Action by Resolution or Minute Action: Actions of Commissions shall be taken by resolution or minute action.

J. Code of Ethics: The public judges its government by the way public officials and employees conduct themselves in the posts to which they are elected or appointed. The people have a right to expect that all public officials will conduct themselves in a manner that will tend to preserve public confidence in and respect for the government represented. Such confidence and respect can best be promoted if every public official and employee, whether paid or unpaid, and whether elected or appointed, will uniformly: (a) treat all citizens with courtesy, impartiality, fairness and equality under the law; and (b) avoid both actual and potential conflicts between their private self-interests and the public interest. This code of ethics should apply to all Commissioners.

K. Conflicts of Interest: The State Political Reform Act applies to all Commissioners. Two important provisions:

1. Form 700 Disclosure of Economic Interest. The Act requires public officials to disclose assets and income that may be materially affected by their official actions by filing a "Statement of Economic Interests" (also known as a "Form 700"). For this Resolution, the requirement applies to all Commissioners. Each must file the Form 700 within 30 days after assuming office, annually,

and upon leaving office, a final statement. Confer with the City Clerk as to this requirement.

2. Financial or Personal Interest. Generally, in addition to the disclosure requirements for Form 700 filers, the Act requires all Commissioners to disqualify themselves from making, participating in making, or in any way attempting to use their official position to influence a governmental decision in which they know or have reason to know they have a financial interest. An official has a disqualifying financial interest in a decision if the decision will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, directly on the official or a member of the official's immediate family, or on certain financial interests identified in the Act. A public official's financial interests include certain business entities, real property, sources of income, donors of gifts, and certain personal finances of the public official and immediate family.

Whenever the performance of official duties shall require any Commissioner to vote on any matter involving a financial or personal interest, the Commissioner, prior to the consideration of the matter, must immediately:

(i) identify each financial interest that gives rise to the conflict in detail sufficient to be understood by the public (except that disclosure of the exact street address of a residence is not required);

(ii) publicly state the Commissioner's recusal from the matter; and

(iii) leave the room until after the disposition of the matter unless the matter appears on a consent calendar.

Under limited circumstances, the Commissioner may appear before the board and speak as a member of the public regarding an applicable personal interest (e.g., a project may impact their residence). A former Commissioner shall not, within one year after the date of termination from office, represent any person or business in a matter in which the former Commissioner has performed an official act.

L. Representation of Private Persons: No Commissioner shall appear on behalf of any private person, other than the Commissioner's self, before any Commission or the City Council on a matter which is within the jurisdiction of their Commission except with permission of Commission, where the Commissioner does not otherwise have a financial interest in the representation and where the Commissioner refrains from official participation in the matter.

M. Incompatible Employment: No Commissioner shall engage in private employment with or render services for, any private person who has business transactions with the City which may come before the Commission for recommendation or decision, unless the Commissioner has first made full public disclosure of the nature and extent of such employment services, and the City Attorney has determined that such outside position is not an "incompatible office."

N. Gifts and Favors: No Commissioner shall accept any gift whether in the form of money, thing, favor, loan, or promise, that would not be offered or given if the Commissioner were not in such a position.

O. Confidential Information: No Commissioner shall, without prior formal authorization of the City Council, disclose any confidential information concerning any other official or employee, or any other person, or any property or governmental affairs of the City. Whether or not it involves

disclosure, no Commissioner shall use or permit the use of any such confidential information to advance the financial or personal interests of the Commissioner or any other person.

P. Fair and Equal Treatment: No Commissioner shall grant or make available to any person any consideration, treatment, advantage, or favor beyond that which it is the general practice to grant or make available to the public at large. No official or employee shall request, use, or permit the use of any publicly owned or publicly supported property, vehicle, equipment, labor, or service for the personal convenience or the private advantage of the official or employee or any other person.

Q. Political Activities: No Commissioner shall participate in any political activity which would be in conflict or incompatible with the performance of the Commissioner's official functions and duties for the City. No Commissioner may use the Commissioner's official authority or position for the purpose of influencing or interfering with or affecting the results of any election, nor shall the Commissioner solicit funds or contributions or accept or receive funds or contributions from City employees for political purposes. No Commissioner may distribute pamphlets, petitions or handbills while the Commissioner is performing the Commissioner's official functions and duties with the City. Nothing herein shall be construed to prohibit any Commissioner from participating in the political process in the Commissioner's capacity as a private citizen.

R. Use of Office for Personal Gain: Commissioners shall not use or attempt to use their role for personal gain. This includes financial, career, social, and personal-satisfaction-related gains, as well as any other benefits driven by self-interest. Commissioners shall not wear any part of their City uniform, badge or other City insignia to a meeting, an event or occasion a Commissioner attends where they are not conducting official City business.

S. Representation of Commissioner's Beliefs as Belief of Commission:

(1) Communication with the Public, Press and other Media.

Commissioners shall not speak on behalf of the City or their Commission. Only the Commissioners as a whole have the authority to speak on behalf of the Commission. In order to avoid any appearance that a Commissioner is speaking on behalf of the Commission, the Commissioner should clarify that they are speaking in their individual capacity whenever there is risk of misunderstanding of authority.

There may be instances where it is appropriate for commissioners to provide public statements about city events and policy matters to the public and press in an official capacity; however, commissioners must coordinate with City staff and seek approval first from the Mayor and/or City Manager prior to giving such statements. Upon approval from the Mayor and/or City Manager, City staff will coordinate and organize public communication and inquiries from the media related to official statements to include the chair of the commission, or a representative designated by the commission, who may clarify actions taken by the commission, fairly and accurately recap commission conversation, or outline next steps. the Chair or designee must not editorialize, offer personal opinion, or speculate on future actions when speaking in an official capacity. A commissioner may recite commission positions, activities, and actions taken and state factual accounts of those actions.

(2) Community Relations and Engagement/Social Media

Commissioners may not, in an official capacity, represent their commission or the City to the general public without City Council approval. Commissioners may not use city logos, branding, name tag, business cards, or other collateral to represent their private, personal or political interests.

Any time that a commissioner uses their commission title, is wearing their commissioner name badge or references their membership on a city commission when speaking publicly or on social media, they must state that they are speaking in an individual capacity and not as a representative of the City of Suisun City.

(3) Election-related Activity or Personal Activity

Commissioners are prohibited from using their position as a commissioner for political or personal gain. For example, while potential ballot measures are under consideration or while candidate campaign are being carried out, commissioners can elect to participate in campaign activity individually but cannot use City resources to support that activity. Thus, commissioners may engage in election-related activity as community members, and may use their commission title(s), current or former, for identification purposes, so long as they affirmatively declare that they do not represent the City or any legislative body of the City.

T. Violations of Ethical Rules or Standards of Conduct: Any violation of an ethical rule or standard of conduct may result in removal from the Commission.

U. Channels of Communication: Commissioners should communicate with City staff through the City Manager or the City employee who has been designated by the City Manager as staff liaison to the Commission.

SECTION 3. ADDRESSING THE COMMISSION - DECORUM AND ORDER

A. Manner of Addressing the Commission

1. Any member of the public desiring to address the Commission shall proceed to the podium and wait to be recognized by the Presiding Officer. After being recognized, the member of the public shall state their name and address for the record.

2. All remarks and questions shall be addressed to the Chair and not to any individual Commission Member, staff member or other person. During a public hearing, all remarks shall be limited to the subject under consideration. No person shall enter into any discussion without being recognized by the Presiding Officer.

3. Any member of the Commission who the Presiding Officer has recognized for such a purpose may address or respond to members of the public who have addressed the Commission pursuant hereto. Such an address or response shall not exceed three minutes in length, and shall be deemed to express the individual position or opinion of the Commissioner offering the same and shall not be construed to bind the Commission or the City in any manner. Unless otherwise directed by the Commission, the restrictions imposed by this Subsection (A) shall apply only to those portions of the Commission Agenda during which members of the public are permitted to make oral communications to the Commission.

B. Time Provided for Communications from the Public: Any member of the public desiring to address the Commission shall be provided three minutes for their statement unless further time has been granted by the Presiding Officer in the individual case, or is limited in accordance with

Section 3(D). Public Comments to the Commission may also be submitted to the City Clerk or Commission Secretary in written format, either by email or other form of written correspondence. The City Clerk or Commission Secretary shall provide all written public comments to the Commission when received and/or during the Commission meeting. The City Clerk or Commission Secretary is not required to read each comment into the record.

C. Addressing the Commission after Motion is Made: After a motion has been made, or after a public hearing has been closed, no member of the public shall address the Commission.

D. Limitations Regarding Communications from the Public and Reports: The making of oral communications to the Commission by any member of the public during the "Communications from the Public" portion of the agenda shall be subject to the following limitations:

1. At any time, before or after the oral communication has commenced, the Presiding Officer may, if the Presiding Officer deems it preferable, direct that the communication be made instead either to the Development Services Director or other appropriate staff member during regular business hours, or in writing, for subsequent submittal to Commissioners.

2. The Presiding Officer may limit the number of speakers heard on non-agenda topics at a single meeting. Those whose presentations are postponed shall be given priority at the next meeting during the "Communications from the Public" agenda item.

3. If it appears that several speakers desire to speak regarding a single topic, the Presiding Officer may reasonably limit the number speaking, as to each side of an issue. In this regard, preference may be given to speakers who represent groups of persons who have designated a spokesperson.

E. Decorum and Order – Commissioners: The following Parliamentary Procedures are meant to establish a framework for the orderly conduct of meetings, encourage discussion, and facilitate decision making by the body. The rules of order are meant to create an atmosphere in which Commissioners and members of the public can conduct business efficiently, fairly, and with full participation. And at the same time, it is up to the Chair and Commissioners to maintain common courtesy and decorum. It is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the Chair before proceeding to speak. The basic format for an agenda item discussion is as follows:

First, the Chair should clearly announce the agenda item number and should clearly state what the subject is.

Second, following the agenda format, the Chair should invite the appropriate people to report on the item.

Third, the Chair should ask Commissioners if they have any technical questions for clarification.

Fourth, the Chair should invite public comments.

Fifth, the Chair should invite a motion.

Sixth, the Chair should determine if any Commissioners wish to second the motion.

Seventh, if the motion is made and seconded, the Chair should make sure everyone

understands the motion.

Eighth, the Chair should now invite the Commissioners to discuss the motion.

Ninth, the Chair takes a vote. Simply asking for "ayes" and then the "nays" is normally sufficient.

Tenth, the Chair should announce the result of the vote and should announce what action (if any) the body has taken.

F. Decorum and Order – Public: Members of the public attending any Commission meeting shall avoid any conduct that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.

As set forth in Government Code Section 54957.9, if any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Commission may order the meeting room cleared and continue the session. Only matters appearing on the agenda may be considered in such a session. Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the Commission from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

The following guidelines shall apply to all interactions between the public and Commissioners:

1. All comments and interactions shall be conducted in a respectful manner.

2. Threats, including threats of violence, will not be tolerated.

3. Members of the public and Commissioners resolve to refrain from any behavior that disrupts or threatens to disrupt the Commission and governmental operations, including the following:

(a) Insulting, demeaning, intimidating, or offensive communications, including but not limited to, racial, ethnic, religious, sexual orientation or other offensive language against an individual or group of individuals;

(b) Harassment, threats or intimidation of any Commissioner, City staff or member of the public;

(c) Willful destruction of property damage;

(d) Conduct that threatens to provoke a violent reaction or that amounts to sexual harassment;

(e) A continuing pattern of disruptive behavior; and

(f) Notwithstanding the above, members of the public do have the right to make personal, critical or harsh remarks about any matter before the Commission.

G. Enforcement of Decorum: As set forth in Government Code Section 54957.95, the Presiding Officer may remove, or cause the removal of, an individual for disrupting the meeting. Prior to removing an individual, the Presiding Officer must warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The Presiding Officer may then remove the individual if they do not promptly cease their disruptive behavior. As used in this paragraph, "disrupting" means engaging in behavior during a meeting of the Commission that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting.

Notwithstanding the preceding paragraph, if the individual disrupting the meeting is using force or a true threat of force, that individual may be removed without a prior warning to cease their behavior.

SECTION 4. MOTIONS

A. Processing of Motions: When a motion is made and seconded, it shall be stated by the Presiding Officer before debate. The mover shall not withdraw a motion so stated without the consent of the person seconding it.

B. Motions out of Order: The Presiding Officer may at any time, by majority consent of the Commission, permit a member to introduce an ordinance, resolution, or motion out of the regular agenda order.

C. Division of Question: If the question contains two or more divisional propositions, the Presiding Officer may, and upon request of a member shall, divide the motion into two separate motions.

D. Precedence of Motions: When a motion is before the Commission, no motion shall be entertained except the following, which shall have precedence in the following order:

1. Adjourn
2. Fix Hour of Adjournment
3. Table
4. Limit or Terminate Discussion
5. Amend
6. Postpone

E. Motion to Adjourn (Not Debatable): A motion to adjourn shall be in order at any time, except as follows:

1. When repeated without intervening business or discussion;
2. When made as an interruption of a member while speaking;
3. When the discussion has been ended, and a vote on a motion is pending; and
4. While a vote is being taken.

A motion to adjourn "to another time" shall be debatable only as to the time to which the meeting is adjourned.

F. Motion to Fix Hour of Adjournment: Such a motion shall be set to a definite time at which to adjourn and shall be undebatable and shall be unamendable except by unanimous vote.

G. Motion to Table: A motion to table shall be used to bypass the subject temporarily. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the next regular meeting.

H. Motion to Limit or Terminate Discussion: Such a motion shall be used to limit or close debate on, or further amendment to, the main motion and shall be undebatable. If the motion fails, debate shall be reopened; if the motion passes, a vote shall be taken on the main motion.

I. Motion to Amend: A motion to amend shall be debatable only as to the amendment. A motion to amend an amendment shall be in order, but a motion to amend an amendment to an amendment shall not be in order. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order. A substitute motion on the same subject shall be acceptable, and voted on before a vote on the amendment. Amendments shall be voted on first, then the main motion as amended.

J. Motion to Continue: Motions to continue to a definite time shall be amendable and debatable as to propriety of postponement and time set.

K. When Multiple Motions are Before the Governing Body: Up to three motions may be on the floor simultaneously. When two or three motions are on the floor (after motions and seconds) at the same time, the first vote should be the last motion made.

SECTION 5. VOTING PROCEDURE

A. Voting Procedure: In acting upon every motion, the vote shall be taken by voice, roll call, or any other method by which the vote of each Commissioner present may be clearly ascertained. The vote on each motion shall then be entered in full upon the record. The City Clerk or Commission Secretary shall call the names of all members seated when a roll call vote is ordered or required. The order of voting shall be the maker of the motion first. The second shall be next. The next two shall be alternated and the Chairperson shall be last. Members shall respond "aye," "no" or "abstain," provided that when a vote is collectively taken by voice or when a method of voting other than by voice or roll call is used, any Commissioner not audibly and clearly responding "no" or "abstain" or otherwise registering an objection shall have his vote recorded as "aye."

Any question before the Commission shall not require a roll call vote unless demanded by a member. It shall not be in order for members to explain their vote during roll call. Any member may change their vote before the next item of business.

B. Failure to Vote: Every Commissioner should vote unless disqualified for cause. Disqualification for cause includes but is not limited to, a conflict of interest in the decision that legally requires the Commissioner recusal and disqualification from the decision.

C. Reconsideration: Any Commissioner who voted with the majority may move a

reconsideration of any action at the same meeting. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without unanimous consent of the Commission.

D. Tie Votes: Tie votes shall be lost motions. When all Commissioners eligible to vote are present, a tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal unless the Commission takes other action to further consider the matter. If a tie vote results at a time when fewer than all members of the Commission who are eligible to vote are present, the matter shall automatically be continued to the agenda of the next regular meeting of the Commission, unless otherwise ordered by the Commission.

SECTION 6. ADMINISTRATIVE OVERSIGHT OF AND ASSISTANCE TO COMMISSIONS

A. Each Commission shall be assigned appropriate administrative support, under the oversight of the City Manager, to provide administrative assistance with such matters as the preparation of agendas, recommendations for action, minutes, memoranda of decisions and official correspondence, and shall coordinate the clerical and technical work of the Commission in administering their official functions. Such administrative support shall attend Commission meetings, but shall serve in an advisory capacity only and shall have no voting rights.

B. The City Clerk shall be the custodian of records for all Commissions. Minutes of Commission meetings shall be provided to the City Council.

SECTION 7. This Resolution shall take effect immediately, and any other version of these Policies and Procedures is hereby repealed and replaced with the Policies and Procedures contained in this Resolution.

SECTION 8. The City Clerk shall certify the adoption of this Resolution.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on the ___ day of December 2025, by the following vote:

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

WITNESS my hand and the seal of said City this ___ day of December 2025.

_____
Anita Skinner
City Clerk

AGENDA ITEM NO. 26.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025 -__: A Resolution of the City Council of the City of Suisun City, California, Amending Council Norms and Procedures.

FISCAL IMPACT: None.

STRATEGIC PLAN: Good Governance.

BACKGROUND:

On October 15, 2024, the City Council updated its Norms and Procedures for City Council Members. The Council is adopting similar rules and procedures for the City's Commissions, Boards, and Committees. The purpose of this agenda item is to review the Council Norms and Procedures and determine if any amendments need to be made to the Norms. In particular, the Resolution addresses the following sections in the Council Norms.

1. Paragraph 8.4 addresses the Order of the Agenda. The current order in the Norms has Council Comments near the front of the agenda, whereas recently they have been at the end. In connection with this item, the Council may also want to consider amending Paragraph 6.3, which provides that no agenda items may begin after 10:00 p.m. without a majority vote of the Council.
2. Paragraph 5.7 addresses comments of Council Members. To align with the Commissioner Norms, the Council may consider adding language that more specifically addresses Council Members' comments to the press, on social media, and in community engagements. It also addresses political comments.
3. New Paragraph 15 addresses the entering into and disclosure of when Council Members or staff enter into a Nondisclosure Agreement.

The Council may want to review and consider amending any other paragraph of the Council Norms

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STAFF REPORT:

In light of the Council's review and consideration of the adoption of a Norms and Procedures for the City's Commissioners, Board Members, and Committee Members, it is recommended that the Council also review its own Council Norms. The Council Norms were adopted fourteen (14) months ago, and while an annual review is not required, it is best in the first year to address the adopted Council Norms and any changes that may be needed. Additionally, certain provisions in the Norms have recently been changed in practice, and the Norms should be amended to confirm the Council's practice.

1. Nondisclosure Agreements ("NDA")

Adds a new Paragraph 15. An NDA is a contractual provision that binds the parties to keep information specified in the contract secret. NDAs generally prohibit parties from disclosing the specified information to non-parties and often provide for damages if a party discloses it in violation of the NDA.

NDAs are commonly used to protect sensitive and confidential information, including trade secrets and business negotiations. This year, the Legislature passed, and the Governor signed on October 1, 2025, Assembly Bill 1370, adding Government Code Section 8923, which prohibits a member of the Legislature acting in their official capacity from entering into or requesting that another individual enter into a nondisclosure relating to the drafting, negotiation, or discussion of proposed legislation. The exceptions are for trade secrets, financial information, or proprietary information.

The City does not have a policy regarding the approval or execution of NDAs by City officials. Generally, all contracts must be approved by the City Council, unless the Council has delegated the authority to the Mayor, City Manager, or other City official.

The draft policy will allow the Mayor, Council Members, and City staff to enter into an NDA, except for limited purposes, such as protecting trade secrets, financial information, or proprietary information. If the Mayor, Council Member, or City staff member enters into a nondisclosure agreement, the Mayor, Council Member, or City Manager shall report the entering into the nondisclosure agreement at the next regular Council Meeting. The policy also specifies that the nondisclosure agreement is a public record subject to disclosure, and only the trade secrets, financial information, or proprietary information are not disclosable.

Trade secrets are defined as information, including a formula, pattern, compilation, program, device, method, technique, or process, that derives independent economic value, actual or potential, from not being generally known to the public or other persons who can obtain economic value from its disclosure or use; and it is the subject to efforts that are reasonable under the circumstances to maintain its secrecy. (Civil Code § 3426.1(d)) In summary, trade secrets are confidential information that derive economic value from their secrecy and are protected under the law as long as reasonable efforts are made to maintain their confidentiality.

Proprietary information generally refers to sensitive and confidential information that is protected from unauthorized dissemination or misuse. Proprietary information may include trade secrets, business strategies, or other confidential data that an individual or entity seeks to protect from public disclosure or unauthorized use.

2. **Representation of Council Members' Beliefs as Beliefs of Council**

Revises Paragraph 5.7 to address the comments of Council Members. The draft Council Norms adds language similar to the draft for the Commissioner Norms and Procedures, and prohibits Council Members from using or attempting to use their roles with the City for personal gain, including financial, career, social, and personal-satisfaction-related gains. To more specifically implement this obligation, the Resolution prohibits Council Members from wearing any part of their City uniform to an event where they are not conducting official City business. It also prohibits Council Members from speaking on behalf of the City or the Council without the City Council's prior approval. It requires individual Council Members to clarify that they are speaking in their individual capacity whenever it is unclear.

3. Order of Agenda

Consider amending Paragraph 8.4 to address the order of the Agenda.

4. Regular Meeting

Consider amending the time to conclude the Council's public business. The time is currently 10:00 p.m.

5. Agenda Request Policy

The Resolution adds that the City Attorney may place a Closed Session on the agenda.

City Attorney recommends that the City Council consider the draft revisions to the Council Norms Resolution and provide direction to staff on any desired modifications.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2025-__: A Resolution of the City Council of the City of Suisun City, California, Amending Council Norms and Procedures.

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

ATTACHMENTS:

1. Resolution Amending Council Norms and Procedures
2. Redlne Version-Norms and Procedures
3. Final Version - Norms and Procedures Update

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RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA AMENDING THE COUNCIL NORMS AND PROCEDURES AND RELEVANT POLICIES

WHEREAS, on July 30, 2019, the City Council of the City of Suisun City established the Norms and Procedures to promote communication, understanding, fairness, and trust among the members of the City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Suisun City; and

WHEREAS, on February 18, 2020, the City Council of the City of Suisun City amended the Council Norms and Procedures; and

WHEREAS, on February 15, 2022, the City Council of the City of Suisun City amended the Council Norms and Procedures; and

WHEREAS, on July 19, 2022, the City Council of the City of Suisun City amended the Council Norms and Procedures; and

WHEREAS, on October 15, 2024, the City Council of the City of Suisun City amended the Council Norms and Procedures; and

WHEREAS, the City Council reviewed the Council Norms and Procedures at the December 16, 2025 City Council meeting and provided directions to the City Attorney to prepare an amended Council Norms and Procedures; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City adopted the amended Norms and Procedures as set forth in the attached document entitled "City of Suisun City Council Norms and Procedures."

PASSED AND ADOPTED at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 16th day of December 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 16th day of December 2025.

_____
ANITA SKINNER
City Clerk

F

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

ORIGINAL ADOPTION:
July 30, 2019

AMENDED:
FEBRUARY 18, 2020
FEBRUARY 15, 2022
JULY 19, 2022
OCTOBER 15, 2024
DECEMBER 16, 2025

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SUISUN CITY COUNCIL NORMS & PROCEDURES

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SUISUN CITY COUNCIL
NORMS & PROCEDURES

Section 1. GENERAL

1.1 Purpose.
The purpose of these Norms and Procedures is to promote communication, understanding, fairness, and trust among the members of the City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Suisun City.

In the interest of promoting best practices in our local government as Municipal Legislators, this document will include operational procedures, policies, and practices.

1.2 Code of Conduct.
The residents and businesses of Suisun City are entitled to have a fair, ethical and accountable local government, which has earned the public's full confidence for integrity. The effective function of our democratic government by law requires that:

- Our public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government,
- Our public officials will be independent, impartial and fair in their judgment and action,
- We will ensure the public office be used for the public good, and not for personal gain,
- Public deliberations and processes will be conducted openly, unless legally confidential, in an atmosphere of respect and civility, and
- Legally confidential discussions in closed sessions shall remain confidential to protect the City from liability and the processes of city governance.

In addition to the legal commitments noted above, the City of Suisun City Council agrees to the following governing norms:

- Be transparent and authentic; say what you mean and mean what you say.
- Afford each council member the time and opportunity to share their interest, and refrain from dominating the discussion.
- Be cooperative and assume one another's good intentions.
- Work as a team on behalf of the community, and not as competitors.
- Respect the Council / Manager form of government, including not directing staff.
- Following a council vote, support the decision of the body.
- No personal attacks or profanity.

1.3 Overview of Council responsibilities.
Suisun City is a California General Law city with a council/manager form of government. The City Council, which is elected directly by city voters, is assisted by a number of appointed and separately elected officials to provide services for City residents. The City Council has the following duties and responsibilities:

(a) **Appointment of the City Manager and City Attorney.** The City Council shall appoint the City Manager and the City Attorney. The City Manager shall implement City Council policy and run day-to-day operations of Suisun City. The City Attorney shall provide legal advice and act as counsel to elected officials and city staff in adherence to all federal, state and local laws pertaining to city operations and public policy. There should be an annual review for the City Manager and the City Attorney.

The City Manager's annual review shall follow closely the format included in the City Manager's contract and include goals for the next period. Less formal evaluations may take place quarterly or every six months at the pleasure of the Council. A separate procedure will be established for this evaluation.

The City Attorney's annual review shall be at a format proposed by the Mayor and agreed upon by the Council informally.

The Mayor at his/her discretion may annually create an ad hoc to oversee annual review process and prepare a summary evaluation.

(b) **Establishment of boards, commissions, and committees (each a "City Body" and together "City Bodies").** With the consent of the Council, the Mayor may establish City Bodies.

(c) **Legislative decisions.** The Council is the legislative body; its members are the community's decision makers. Power is centralized in the elected City Council collectively and not in individual members of the Council. The City Council approves the budget and determines the public services. It focuses on the community's goals, major projects and such long term considerations as community growth, financing and strategic planning. The City Council hires a professional City Manager to carry out administrative responsibilities and the City Council collectively supervises the City Manager's performance.

(d) **Legislative Advocacy.** The City Council, as the governing body, should develop where possible, with or without the assistance of outside professionals, a state and federal legislative platform. This platform shall be the guiding principles, which the City Council and City Manager use to advocate for the needs of Suisun City. From time to time, support or opposition letters or actions may be needed from the City, and often such action is required in short order, thereby preventing review by the full City Council. In such cases the following shall be the process:

i. When a letter or action is needed to request funding for Suisun City, the Mayor shall have the authority to sign such a letter or provide such direction.
ii. If the letter or action is to support or oppose a specific state or federal action or legislation, the proposed Suisun City position must be taken to a smaller body, such as a legislative subcommittee of the City Council comprised of the Mayor and one other City Council Member.

iii. The additional subcommittee member is appointed by the Mayor with ~~the consent of the~~ Council consent. This appointment shall be made in December of each year for the following 12 months.

1.4 Overview of City Manager responsibilities.
The City Manager is hired to serve the City Council and the community and to bring the benefits of education, training and experience in administering the City's projects, programs, and public services on behalf of the City Council. The City Manager follows the direction of the entire City Council and not individual members of the Council or the public, and serves at the sole discretion of the Council.

As the City's Chief Executive Officer, the City Manager oversees:

- Department heads and department operations
- Budget development and fiscal management
- Policy implementation
- Personnel administration and human resources
- Labor relations
- Intergovernmental relations
- Service delivery
- Elected official support
- A variety of special projects and assignments

The City Manager appoints, removes, promotes, and demotes any and all officers and employees of the C~~c~~ity except the City Clerk, City Attorney, and City Treasurer.

Among the chief duties, the City Manager will implement the Council's policies, projects, programs, and public services in an effective and efficient manner, providing professional advice on policy matters, intergovernmental affairs, economic development, and environmental issues.

1.5 Annual Review.
The City Council shall conduct a review of this document annually within three months prior to the start of a new fiscal year, or whenever Council deems necessary, to assist Council Members in being more productive in management of the business of the City.

1.6 Ralph M. Brown Act.
All conduct of each City Body, as well as Task Forces and Ad Hocs shall be in full compliance with the Ralph M. Brown Act.

SECTION 2. COUNCIL REORGANIZATION

2.1 Mayor Pro Tem Selection Process.
In December of each year, the Mayor shall select and appoint a Mayor Pro Tem, with consent of the City Council, from among all the members of the Council, irrespective of whether they were elected or appointed. Selection and appointment shall be at the first meeting of a new term following each General Municipal Election or at the first meeting in December during non-

election years. For all intents and purposes, the title Mayor Pro Tem and Vice Mayor are used interchangeably. The term of the appointment shall be for a 12-month period commencing on January 1st of each year, unless otherwise provided for by majority vote of the Council.

2.2 Duties of the Mayor Pro Tem/Vice Mayor

The Vice Mayor remains as one member of the City Council and has no rights or authority different from any other member of the Council. The Vice Mayor is the designated individual to represent the Mayor and perform any duties as required when the Mayor is unavailable. If the Mayor will be unavailable for an extended period of time, the Mayor shall provide notification to the Vice Mayor, City Manager, and City Clerk, in addition to outlining any additional duties.

2.3 Appointment of a Council Vacancy.

In the event of a vacancy of office on the happening of any of the events provided in Government Code Section 1770, the Council shall appoint a new Council Member, within sixty (60) days after a vacancy or death or resignation becomes effective in compliance with the California Elections Code, unless the Council, by resolution, decides to instead call a special election. In the event of appointment, the Mayor, with the consent of the Council, shall determine by resolution the process for appointment prior to the application process and in accordance with State law.

SECTION 3. ADMINISTRATIVE MATTERS

3.1 Attendance.

City Council Members acknowledge that attendance at lawful meetings of the City Council is part of their official duty. Council Members shall make a good faith effort to attend all such meetings unless unable. Council Members will notify the Mayor, City Manager, and City Clerk, if they will be absent from a meeting.

Pursuant to Government Code Section 36513, "if a city councilmember is absent without permission from all regular city council meetings for 60 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy."

3.2 Correspondence.

With some exceptions, proposed correspondence (including electronic) from individual Council Members/Mayor on City stationery shall be reviewed by the Council in draft form prior to release.

The City will provide stationary designated as "The Office of" for each member of the Council to use for correspondence as it relates to each Council Member's elected position (e.g., thank you notes, letters of recommendation, direct communication to residents or businesses, etc.). This letterhead will have the same information as provided on their business card. Any views expressed in this correspondence (including electronic) are solely the Council Member's own and do not represent the City's or the Council's views.

E-mails from Council Members should be respectful and professional. This form of correspondence is a public record subject to disclosure under the California Public Records Act.

3.3 Regional Boards, Committees and Ad Hocs

The role of the Council on regional boards will vary depending on the nature of the appointment. Representing the interests of Suisun City is appropriate on some boards; this is generally the case when other local governments have their own representation. The positions taken by the appointed representatives are to be in alignment with the positions that the Council has taken on issues that directly impact Suisun City. If an issue should arise that is specific to Suisun City and the Council has not taken a position, the issue should be discussed by the Council prior to taking a formal position at a regional board meeting, to assure that it is in alignment with a majority of the Council's position.

Council representatives to such various boards shall keep the Council informed of ongoing business through written reports to the Council during properly posted Council meetings. City Council Members shall report to the Mayor and City Manager, through an electronic means created and provided to the City Council M~~m~~embers, any updates to the City Council and public, related to work as liaisons on Regional Boards, Commissions, Committees, or Ad Hoc Committees. These updates must be completed by 5 p.m. PST, the Wednesday before each City Council meeting. There may be weeks when no update is necessary, which should be noted in the document.

Council Members shall make a good faith effort to attend all regional meetings to which they are assigned. Attendance should not be less than 75% of all annual scheduled meetings and all absences should be reported to the Mayor. If a Council Member is unable to attend, the Council Member shall notify his/her alternate as far in advance of the meeting as possible so as to allow the alternate to attend.

A list of these assignments is maintained by the Deputy City Clerk and will be distributed to the Council when updated.

3.4 Distribution of Information.

It is essential that every member of the City Council have the same information from which to form decisions and actions. Any information distributed to one Council Member shall also be distributed to all Council Members.

The Mayor, by virtue of the position, may receive information in advance of other members of the Council in order for the City Manager to effectively proceed with the day-to-day operation of the City. The City Manager will make every effort to disseminate this information to the remaining members of the Council prior to the next City Council meeting or before the information becomes public, whether through the City Manager Weekly Update or at the City Manager's meetings with individual Council Members.

3.5 Reimbursement.

Every effort shall be made to limit the need to reimburse Council Members for expenses. City Council Members may be reimbursed for personal expenses for travel to and lodging at conferences or meetings related to their role as a Council Member. The reimbursement of expenses is limited in the following manner: Members shall be reimbursed subject to the

Administrative Directive related to travel expense (AD1.) Any additional expenses that fall outside the scope of this policy may be reimbursed only if approved by the City Council, at a public meeting, before the expenses are incurred. Any request for reimbursement of expenses shall be accompanied by an expense form and receipts documenting the expenditure. These documents are public records subject to disclosure under the California Public Records Act.

3.6 Ethics and Sexual Harassment Prevention & Education Training.

Any member of the City Council or another City Body, Task Force or Ad Hoc formed by the City Council, shall receive at least two hours of ethics training in general ethics principles and ethics laws relevant to his/her public service every two years, as mandated by AB 1234, and at least two hours of sexual harassment prevention training, as mandated by AB 1661. New members must receive this training within their first year of service for ethics and six months for sexual harassment prevention training and education, and file a certificate of completion with the Deputy City Clerk. Members shall attend training sessions that are offered through the League of California Cities or locally in the immediate vicinity of Solano County, or by completing online a state-approved public service ethics education program.

An individual who serves on multiple legislative bodies need only receive two hours of each training every two years to satisfy this requirement for all applicable public service positions. If the City offers either course, the City will use a course that has been reviewed and approved by the Fair Political Practices Commission and the California Secretary of State.

The Deputy City Clerk is required to keep ethics training records for five years to document and prove that these continuing education requirements have been satisfied. These documents are public records subject to disclosure under the California Public Records Act.

3.7 City Seal

The City Seal is an important symbol of Suisun City. No change to the City Seal shall be made without Council approval. Individual Council Members shall be careful in use of the City Seal so as not to create an appearance that the Council Member is acting on behalf of or with official endorsement of Suisun City.

The City Seal and any City Insignia shall only be used for purposes directly connected with the official business of the City of Suisun City, its City Council, boards and commissions, committees, officers or departments, except upon written authorization of the City Manager or his or her designee. City officers, employees, members of the City Council and members of City boards, commissions and committees may use stationary, printed materials and other articles with the City Seal or City Insignia while acting within the scope of their office or employment.

3.8 Use of City Email and Social Media.

Except for emergencies, public officials who are not City employees ("public officials") conducting City business should not create any "public record" (as that term is defined in California Government Code Section 7920.530 by using any email account that is not a City email account, or by using any non-City-controlled social media account. Instead, public officials should use a City email or City-controlled social media account for City business.

Nothing in this policy is intended to limit a public official's use of private email and social media accounts for non-City business such as personal communications and campaign related activities.

For purposes of this policy "City-controlled social media account" is an account on a social media platform (e.g. Facebook, Instagram, Twitter) that is created and used by the City (e.g. the City's official Facebook page, if any).

Use of City Electronic Devices. In general, when creating or modifying public records in the conduct of City business on an electronic device that can create and modify public records (e.g. computers, mobile phones, tablets), public officials should only use City-issued devices. However, public officials may use non-City electronic devices to access an official City account, such as City email and City-controlled social media accounts.

Exception: If using a City electronic device is clearly impractical or if a public official has not been issued or does not have in the public official's possession a City electronic device, a public official may use a non-City device, but only if a copy of each affected public record is contemporaneously copied to a City account of that same public official, or to the related City-controlled social media account, or a hard copy is provided to the City for retention in City records.

Texting Only on City Devices. Except for emergencies or when communicating with the City Attorney's Office, public officials conducting City business shall not send or receive texts on any device other than a City owned device. In an emergency, a public official may use a non-City device to text, but only if a copy of any public record that is created as a result is contemporaneously copied to a City account of that same public official, or a hard copy is provided to the City for retention in City records.

3.9 Compensation.
The Mayor and Council members are compensated in accordance with California Government Code Sections 36516 and 36516.1. The amount is memorialized in the City's Municipal Code.

SECTION 4. COUNCIL RELATIONSHIP WITH STAFF

Suisun City is a Council/ Manager form of government. The Council establishes policy and the City Manager and their staff implement that policy. To effectively govern and maintain a healthy and productive relationship between City Council and all City s~~S~~taff, the Council and staff alike must respect and abide by the roles and responsibilities of each and commit to work through the City Manager.

4.1 City Manager.
The City Manager serves as the City's chief executive officer. The~~y~~ City Manager implements Council policy, provides professional recommendations and guidance to the Council, directs, supervises and manages all City staff, and manage day-to-day operations. The City Manager may delegate this responsibility to Department Heads, at their discretion.

City Council Members are always free to go to the City Manager to discuss City business. Issues concerning the performance of a department or any employee must be directed to the City Manager. The City Manager will be responsible for communicating with all Council Members.

4.2 Agenda Item Questions.

Council members are to work through the City Manager or City Attorney on all issues, concerns and questions. If a Council Member has a question on an agenda item, the Council Member should contact the City Manager, if at all possible, prior to any meeting at which the item may be discussed, to allow the City Manager and their staff time to provide the most complete answer to the Council Member's question. This does not restrict Council Members from asking questions during a Council meeting.

4.3 Individual Council Member's Requests.

Council Members shall make their requests for information to the City Manager or to a Department Head including the City Manager, to respond to an individual Council Member's request for any purpose or information.

SECTION 5. PROCEDURES FOR APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

5.1 Definitions of Various City Bodies, including Task Forces, Committees, Ad Hocs, Commissions, and Boards.

(a) Task Force: A temporary grouping of individuals and resources for the accomplishment of a specific objective.

(b) Committee: A group of people officially delegated to perform a function, such as investigating, considering reporting, or acting on a matter.

(c) Ad Hoc: Committees established for a specific purpose. Formed for or concerned with one specific purpose (e.g. ad hoc compensation committee); for the particular end or case at hand without consideration of wider application; formed or used for specific or immediate problems or needs; often improvised or impromptu; contrived purely for the purpose in hand rather than carefully planned in advance.

(d) Commission: A group of people officially authorized to perform certain duties or functions with certain powers or authority granted; the act of granting certain powers or the authority to carry out a particular task or duty; the rank and powers so conferred.

(e) Board: A group of persons having managerial, supervisory, or advisory powers. In parliamentary law, a board is a form of deliberative assembly and is distinct from a committee, which is usually subordinate to a board or other deliberative assembly – in having greater autonomy and authority.

5.2 Recruitment, Nomination and Appointment Process.

(a) On or before December 31st of each year, the Deputy City Clerk shall prepare and post a list of all Council-appointed terms of City Bodies that expire during the next calendar year in compliance with Government Code Section 54972.

(b) The Deputy City Clerk shall annually advertise for applicants wishing to be considered for appointment to a City Body. All persons seeking appointment to a City Body must complete and submit an application form to the Deputy City Clerk.

(c) Annually and if an unscheduled vacancy occurs on a City Body during the year, the following steps should be taken to publicize the vacancy and fill the position:

1. Public announcement of the vacancy at a Council meeting.
2. Newspaper advertisement announcing the vacancy.
3. A recruitment period of at least ten (10) days.
4. A vacancy notice posted at City Hall, the Nelson Center, and on the City's website for at least 20 days.
5. Announcements in the local media, such a press releases , online news outlets and free weekly sales papers.
6. Distribution to appropriate professional and community organizations and all groups that have requested notification.

(d) All persons seeking appointment to a City board, commission or committee shall complete and submit an application form to the City Clerk as set forth in Section 5.2~~6.~~ Applications shall be kept on file for two years in the City Clerk's office and vacancies may be considered from the applications on file, as well as new applications.

(e) Each year, the Mayor shall appoint a two-member Ad Hoc Committee to be known as the Nominating Committee, which committee shall review all applications and interview selected applicants and, based on those efforts, shall make recommendations to the Mayor for appointments to the open positions ensuring that all recommendations meet the requirements of the City Body to which they are recommended for appointment. The Mayor may then, pursuant to Government Code Section 40605, appoint the applicants suggested by the Nominating Committee, choose to appoint another applicant from the pool of applicants, or nominate and appoint another person of their choosing, so long as the appointee meets the requirements of the City Body to which they would be appointed. All appointments to City Bodies must be approved by the City Council.

(f) If a vacancy occurs outside of the annual recruitment cycle, the Mayor may appoint from the previous recommendation of the Nominating Committee or from the existing applications already on file if there is more than four (4) months remaining on the vacant seat. If there are less than four month remaining, the Mayor may elect not to fill that seat and wait for the annual recruitment process, unless there is an urgent reason to appointment immediately such as need for a quorum. The Mayor may also request that a midyear recruitment be conducted to fill the vacancy if needed.

5.3 Requirement for Appointment.

(a) Any person appointed to a City Commission must be a resident of Suisun City. Should any person so appointed move from the City during their term of office, such office shall be forfeited.

(b) Any person appointed to any City Body other than a City Commission must be one of the following: 1) a resident of Suisun City, 2) a majority owner of a business located in Suisun City at the time of their appointment and shall remain so throughout their term of appointment, or 3) a subject matter expert on issues pertaining to the work of the City Body to which the person is appointed. Should any person appointed as a resident of Suisun City move from the City, or appointed as a business owner in Suisun City no longer hold majority ownership of that business, such office shall be forfeited.

(c) Except as provided by state or local statute, the appointee shall not be a current City employee or currently appointed to another City Body.

5.4 Council Notification.

By October 1 of each year, the Deputy City Clerk will notify all members of the City Council of expiring terms for members of City Bodies.

5.5 Incumbents.

(a) At the end of the first term, the incumbent City Body member may, at the discretion of the Mayor, be reappointed for an additional term without the need to apply or interview for re-appointment. In lieu of an application, the member shall submit to the Deputy City Clerk a letter or email expressing interest in re-appointment 60 days prior to the expiration of the member's first term.

(b) Any incumbent interested in re-appointment who has served two or more terms must apply for reappointment as set forth in Section 5.2.

5.6 Attendance.

(a) Members of City Bodies are expected to regularly attend and participate on their respective City Body.

(b) All absences should be reported to the Mayor and Deputy City Clerk in advance of missing the meeting.

(c) A board, commission or committee member whose attendance is less than seventy-five percent (75%) of the required meetings over a period of a year may be subject to removal at the discretion of the City Council.

5.7 Norms and Procedures and Conflicts of Interest.

(a) All City Body members shall be expected to adhere to the Rules and Proedures for the Conduct of Commissioners, Committee Members and Board Members ~~ouncil Norms and Procedures~~.

Commented [1]: Since commissioners, board members, and committee members will soon have their own norms and rules of procedure, should this reference those new commissioner norms?

(b) All City Body members shall comply with all state and local laws with respect to ethics and conflicts of interests to the extent that such laws apply to their position, including state and local requirements to timely file Statements of Economic Disclosure if the member is designated as a filer by state law or by the City's Conflict of Interest Code.

(c) The City Council may by majority vote expel a member from any City Body for behavior that violates a provision of these Norms and Procedures.

~~**(d)** City Body members shall not engage in political activity in any of the following scenarios:~~

~~1. While on duty for the City.~~

~~2. In any manner that states or implies the City official is speaking on behalf of the City or communicating a City position. This may include but is not limited to engaging in political activity in the following scenarios:~~

~~a. While wearing a City uniform or official City badge, insignia or logo;~~

~~b. Using a City title or position; or~~

~~c. While in a room or building that is owned by the City or primarily paid for or used by the City.~~

~~**"Political activity" means activity directed at the success or failure of any ballot measure or candidate for elective office in a future election and includes but is not limited to: endorsing a candidate; engaging in fundraising; developing, displaying, or distributing campaign materials; conducting research; or posting comments on social media or other Internet sites. Political activities include advocating for or against any license, permit, land use licenses and permits and any other entitlements as defined in Government Code section 84308.**~~

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(d) Representation of Council Member's Beliefs as Beliefs of Council:

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(1) Communication with the Public, Press and other Media.

Council Members shall not speak on behalf of the City or the Council. Only the Council as a whole have the authority to speak on behalf of the Council. To avoid any appearance that a Council Member is speaking on behalf of the Council, the Council Member should clarify that they are speaking in their individual capacity whenever there is risk of misunderstanding of authority.

There may be instances where it is appropriate for Council Members to provide public statements about Ceity events and policy matters to the public and press in an official capacity; however, Council Members must coordinate with City staff and seek approval from the Mayor and/or City Manager before making such statements. Upon approval from the Mayor and/or City Manager, City staff will coordinate and organize public communication and inquiries from the media related to official statements to include the Mayor, or a representative designated by the City Council, who may clarify actions taken by the City Council, fairly and accurately recap

City Council's actions, or outline next steps. The Mayor or designee must not editorialize, offer personal opinion, or speculate on future actions when speaking in an official capacity. A Council Member may recite City Council positions, activities, and actions taken and state factual accounts of those actions.

(2) Community Relations and Engagement/Social Media

City Council Members may not, in an official capacity, represent the City Council or the City to the general public without City Council approval. Commissioners may not use city logos, branding, name tags, business cards, or other collateral to represent their private, personal or political interests.

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Any time that a Council Member uses their commission title, is wearing their Council Member name badge or references their position as a City Council Member when speaking publicly or on social media, they must state that they are speaking in an individual capacity and not as a representative of the City of Suisun City.

(3) Election-related Activity or Personal Activity

City Council Members are prohibited from using their position as a Council Member for political or personal gain. For example, while potential ballot measures are under consideration or while candidate campaigns are being carried out, Council Members can elect to participate in campaign activity individually but cannot use City resources to support that activity. Thus, City Council Members may engage in election-related activity as community members, and may use their Council Member title, current or former, for identification purposes, so long as they affirmatively declare that they do not represent the City.

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5.8 Conflicts with Federal, State or Local Law.
In case of a conflict between this section of the Norms and Procedure policy with federal, state or local law, such federal, state or local law shall be the controlling factor.

SECTION 6. MEETINGS

6.1 Open to Public.
All meetings of the City Council whether regular, special, or study sessions, shall be open to the public, unless a closed session is held as authorized by law. All meetings shall be noticed as required to allow action to be taken by the Council.

6.2 Broadcasting of City Council Meetings.
All regular Council meetings shall be scheduled in the Council Chambers to allow for web streaming, unless the number of participants exceeds room capacity. The final decision shall be the responsibility of the Mayor.

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6.3 Regular Meetings.
At the first regular meeting in January, the City Council will approve the schedule of meetings for the calendar year, which in addition to the regular meeting schedule, may include the cancellation of regular meetings and the addition of special meetings and study sessions. This practice does not, however, preclude the Mayor from calling additional meetings pursuant to Section 6.5, if necessary.

The City Council shall convene its regular City Council meetings at 6:30 p.m. on the first and third Tuesday of each month. However, each Tuesday is a regular meeting day if necessary to carry out the business of the Ceity and Council Mmembers should be prepared to meet on any Tuesday evening.

The City Council hopes to conclude its public business at Regular Meetings by 10:00 p.m. Before an item can be taken up past 10:00 p.m., a vote must occur to continue the meeting. The meeting will only continue if a super majority of the City Council approves such an action. If the decision is to not continue, all remaining agenda items will be moved to the next regular City Council meeting.

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6.4 Cancelling Meetings.
Pursuant to Government Code Section 36805, City Council shall hold a Regular Meeting at least once each month. Outside of this provision, the Mayor may cancel no more than four (4) Regular Meetings at his/her discretion no less than 7 days before the planned meeting. The Mayor may cancel a meeting at any time in the case of an emergency or when a majority of members have confirmed their unavailability to attend a meeting.

6.5 Special Meetings.
A special meeting may be called at any time by the Mayor or by a majority of the City Council in accordance with the Brown Act. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be given at least 24 hours before the time of the meeting in accordance with law. Public comments at special meetings shall be limited to only those items described on the special meeting notice/agenda.

The City Council may hold study sessions or joint meetings with other City Bodies or agencies as deemed necessary to resolve City business. These meetings will be coordinated by the Deputy City Clerk. Study sessions are scheduled to provide Council Members the opportunity to better understand a particular item. While Council may legally take action at any noticed meeting, generally no formal action is taken at study sessions. If action is to be taken at a study session, then the agenda will state that action may be taken.

6.6 Emergency Meetings.
An emergency meeting may be called at any time by the Mayor or by a majority of the City Council in accordance with the Brown Act when an emergency situation, as defined by law, exists. In such circumstances, the 24 hour notice necessary for a special meeting is not required, although one-hour telephone notice to the media may be required.

6.7 Closed Sessions.

(a) The City Council may hold closed sessions at any time authorized by law (and in consultation with the City Attorney), to consider or hear any matter, which is authorized by law. The Mayor or any three Council Members may call a closed session meeting at any time.

(b) In order for three Council Members to call a closed session the following procedure shall be followed. A Council Member shall email or call a meeting with the City Manager or the City Attorney outlining the desire and reason a closed session should be called. The City Manager or City Attorney will interview other Council Members as to their desire to hold such a closed session. If two other Council Members agree that a closed session is warranted, a closed session will be agendized as soon as practicable at a date and time acceptable to the Council Members requesting the closed session.

6.8 Quorum.

Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If fewer than three Council Members appear at a regular meeting, the Mayor, Vice Mayor in the absence of the Mayor, any Council Member in the absence of the Mayor and Vice Mayor, or in the absence of all Council Members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

6.9 Minutes.

The City Clerk shall prepare minutes of all public meetings of the City Council. Electronic copies will be distributed to the Council for review prior to being placed on the City Council agenda for approval.

6.10 Adjourned Meetings.

The City Council may adjourn any regular, ~~adjourned regular,~~ special, or closed session meeting to a time and place specified in the order of adjournment and permitted by law.

SECTION 7. POSTING NOTICE AND AGENDA

7.1 Posting of Notice and Agenda.

For every regular, special, or study session meeting, the City Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. This notice and agenda may be combined in a single document. Posting is to be according to law.

SECTION 8. AGENDA CONTENTS

8.1 Mayor's Responsibility.

The Mayor is responsible for running a timely and orderly meeting. If the Mayor is unavailable to run a Council meeting, the Vice Mayor shall run the meeting. The Mayor, in consultation with the City Manager or his/her designee, shall organize the agenda and agenda forecast. The agenda forecast will be distributed with the City Manager's report.

8.2 Availability to the Public ad Description of Matters.
The agenda for any regular, special, or study session meeting of the City Council shall be made available to the general public and all items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda in accordance with the Ralph M. Brown Act.

8.3 Limitation to Act Only on Items on the Agenda.
No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:

(a) Upon a majority determination that an "emergency situation" (as defined by State Law) exists; or

(b) Upon determination by a 4/5 vote of the full City Council, or a unanimous vote if less than a full Council, that there is a need to take immediate action and that the need to take the action came to the attention of the City Council subsequent to posting of the agenda.

8.4 Order and Timing of Agenda – Regular Meeting.
The prescribed order of the agenda for Regular Meetings of the Council will be as follows: Roll Call, Public Comment if a Closed Session is scheduled, Closed Session, Adjourn to Open Session, Pledge of Allegiance, Invocation, Conflict of Interest Notifications, Closed Session Announcement, if any, Informational Reports (City Manager/City Attorney), Presentations/ Appointments, Public Comments on Items not on the Agenda, Council Comment, Consent Calendar, Public Hearings, General Business Items, Non-presented Reports, and Adjournment. The Mayor may "time" the agenda in a way that suggests how much time should be committed to any item such that the meeting may end at the established time.

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8.5 Order of Agenda – Special Meeting – Closed Session.
The prescribed order of the agenda for a Special Meeting – Closed Session of the Council will be as follows: Roll Call, Public Comment, Conflict of Interest Notifications, Closed Session, Closed Session Announcement if any, and Adjournment.

8.6 Change in Order of Business.
The Mayor may decide to take matters listed on the agenda out of the prescribed order, and Council Members may make such a request. Council Members shall be given the opportunity to ask questions about Consent Items for clarification without having them removed.

8.7 Agenda Request Policy.
Requests for placement of items on the agenda can be submitted to the Mayor or City Manager at any time. The Mayor and City Manager will review the request and determine appropriate timing to bring the item forth. The City Attorney may place a Closed Session on the agenda.

Also, any member of the Council may request that an item be placed on a future agenda by indicating their desire to do so under the Council Member Report portion of the City Council

agenda. The request will require the consensus of the Council to have the item brought back at a certain time versus at the pleasure of the Mayor or City Manager.

8.8 Presentations.
Presentations are put on the agenda with concurrence of the Mayor or City Manager. The Mayor or City Manager will use their best judgment on scheduling presentations and recognitions. Time limits shall normally be 5 minutes. Presentations may be extended by special circumstances as needed. Exceptions can be made at the Mayor's discretion.

8.9 Proclamations.
Requests for proclamations may be submitted to the Mayor at any time. The Mayor has full discretion in creating proclamations and issuing special recognitions on behalf of the City and the full City Council.

Council Members other than the Mayor may each create two proclamations and issue two special recognitions per calendar year to be presented on behalf of that Council Member. Council Members may petition the balance of the Council to be permitted to create additional proclamations or issue additional special recognitions if so desired.

To ensure Council Meeting efficiency, a maximum of three proclamations and two special recognitions may be presented at any regular meeting of the City Council. The meeting agenda will include proclamations and special recognitions to be presented during the council meeting, as well as a list of proclamations and special recognitions to be presented outside of the meeting, for informational purposes. Additionally, the Mayor and Council Members presenting proclamations and special recognitions may choose to read a portion of the full language of the item during the Council Meeting.

Attached hereto **Appendix A,** which is incorporated by reference.

SECTION 9. PROCEDURES FOR THE CONDUCT OF PUBLIC MEETINGS

9.1 Rules of Order.
Rosenberg's Rules of Order, Revised 2011, govern all City Council Meetings. These Rules clearly and concisely set forth the important role of the chair (i.e., the Mayor) during a meeting; the process for making and voting on motions; the three standard motions, including the basic motion, the motion to amend, and the substitute motion; the process of debate; other procedural motions, including motions to limit debate, motions to table, and motions to adjourn. All City Council Members are encouraged to review and familiarize themselves with the details contained in this seven-page document. A copy of Rosenberg's Rules of Order is attached hereto and available on the City's website.

9.2 Appeal Procedures.
Appellants shall be given the opportunity to speak first. Appellants and applicants responding to appeals may be given a total of up to 10 minutes each to present their positions to the City

Council prior to hearing public comments. Appellants shall be given up to 5 minutes of rebuttal time after public comments are heard.

9.3 Applicants.

Persons bringing to the City Council a request for approval shall be given a total of up to 10 minutes to present their positions/input prior to hearing public comments. An extension can only be granted by consent of a majority of the Council Members. Applicants shall be given up to 5 minutes of rebuttal time after public comments are heard.

9.4 Staff and Consultant Reports.

In general, staff and consultant reports should be clear, brief and concise. Staff is to assume that the Council has read all materials submitted. Council shall be given an opportunity to ask questions of staff prior to hearing public comments.

9.5 Public Comment.

(a) Persons present at meetings of the City Council, either in-person or participating remotely, may comment on individual items on the agenda at the time the items are scheduled to be heard. During Regular City Council meetings, comments may be offered on items not on the agenda under that portion of the agenda identified for Public Comment.

(b) The limit for speakers will be up to 3 minutes, depending on the number of speakers. Speakers are not allowed to delegate their time to another speaker. The Mayor may limit the time to be spent on an item and may continue the item, with the approval of the majority of the Council, to a future meeting at his/her discretion.

(c) Upon addressing the Council, each speaker is requested, but not required, to first state his/her name, whom they represent and/or city of residence.

(d) After the speaker has completed their remarks, the Mayor may direct the City Manager or City Attorney to briefly address the issues brought forth by the speaker. Council Members shall be respectful of the speakers and shall not enter into a debate with any member of the public nor discuss amongst themselves.

(e) All Council Members shall listen to all public discussion as part of the Council's community responsibility. Individual Council Members should remain open-minded to informational comments made by the public.

(f) The Mayor has the right to ask a member of the public to step down if over the allotted time or if the speaker's comments are not within the Ceity's jurisdiction.

9.6 Council Member Respect.

At all times, Council Members in the minority on an issue shall respect the decision and authority of the majority.

SECTION 10. CLOSED SESSIONS

10.1 Purpose.
It is the policy of the City Council to conduct its business in public to the greatest extent possible. However, state law recognizes that, in certain circumstances, public discussion could potentially jeopardize the public interest, compromise the City's position, and could cost the taxpayers of Suisun City financially. Therefore, closed sessions shall be held from time to time as allowed by law. The procedures for the conduct of these meetings shall be the same as for public meetings, except that the public will be excluded.

Prior to convening the closed session meeting, the Mayor shall publicly announce the closed session items and ask for public input regarding any items on the closed session agenda.

Pursuant to California Government Code Section 54963, City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence to insure that the City's position is not compromised. No mention of information in these materials shall be made to anyone other than Council Members, the City Attorney or City Manager, except where authorized by a majority of the City Council.

10.2 Rule of Confidentiality.
The City Council recognizes that breaches in confidentiality can severely prejudice the City's position in litigation, labor relations and real estate negotiations. Further, breaches of confidentiality can create a climate of distrust among Council Members and can harm the Council's ability to communicate openly in closed sessions, thereby impairing the Council's ability to perform its official duties.

The City Council further recognizes that confidentiality of discussions and documents are at the core of a closed session. Confidentiality is essential if the closed session is to serve its purpose. Therefore, the City Council will adhere to a strict policy of confidentiality for closed sessions.

10.3 Breach of Rule of Confidentiality.
No person who attends a closed session may disclose any statements, discussions, or documents used in a closed session except where specifically authorized by State law. Any authorized disclosure shall be in strict compliance with these rules and the Ralph M. Brown Act. Violation of this rule shall be considered a breach of this rule of confidentiality.

10.4 Agenda.
The City Council agenda will contain a brief general description of the items to be discussed at the closed session, as required by law.

10.5 Permissible Topics.
All closed sessions will be held in strict compliance with the Ralph M. Brown Act. The City Attorney, or their designee, will advise in advance on topics that may be discussed in a closed session.

10.6 Rules of Decorum.
The same high standard of respect and decorum that~~as~~ apply to public meetings shall apply to closed sessions. There shall be courtesy, respect and tolerance for all viewpoints and for the right of Council Members to disagree. Council Members shall strive to make each other feel comfortable and safe to express their points of view. All Council Members have the right to insist upon strict adherence to this rule. The Mayor shall keep the discussion moving forward so that debate and discussion can occur in the time allotted for the closed session. The Mayor will determine the order of debate in a fair manner.

10.7 Conduct of Meeting.

(a) The Mayor will call the closed session to order promptly at its scheduled time.

(b) The use of handouts and visual aids such as charts is encouraged to focus debate and promote understanding of the topic. All such materials are strictly confidential.

(c) If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations, whether it be related to property acquisitions or disposal, a proposed or pending claim or litigation, or employee negotiations, all contact with the other party will be through the designated City person(s) representing the City in the handling of the matter. A Council Member not so designated by the Council will not under any circumstances have any contact or discussion with the other party or its representative concerning the matter which was discussed in the closed session, and will not communicate any discussions conducted in closed session to such party.

10.8 Public Disclosure After Final Action.
The Ralph M. Brown Act requires that, as a body, the City Council make certain public disclosure of closed session decisions when those actions have become final. Accordingly, the Mayor or City Attorney shall publicly report any final action taken in closed session, and the vote, including abstentions, at a publicly noticed meeting.

The report may be oral or written. The report will state only the action taken and the vote. Except for the action taken and the vote, all closed session discussions will remain confidential.

SECTION 11. DECORUM

11.1 Council Members.
Members of the City Council value and recognize the importance of the trust invested in them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, City employees, and the public appearing before the City Council. The City Manager or his/her designee shall act as the sergeant-at-arms.

11.2 City Employees.
Members of the City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.

11.3 Public.
Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council. These Norms and Procedures shall apply to all City Council Meetings.

11.4 Noise in the Chambers.
Noise emanating from the audience, whether expressing opposition or support within the Council Chambers or lobby area, which disrupts City Council meetings, shall not be permitted. All cell phones and other electronic devices shall be muted while in the chambers. Refusal is grounds for removal.

11.5 Removal.
Any member of the public making personal, impertinent, and/or slanderous or profane remarks, or who becomes boisterous or belligerent while addressing the City Council, staff or general public, or while attending the City Council meeting and refuses to come to order at the direction of the Mayor/Presiding Officer, may be ordered by the Mayor/Presiding Officer, pursuant to Government Code Section 54957.95, to be removed from the Council Chambers by the Police Chief, or his/her designee, and may be barred from further attendance before the Council during that meeting.

Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Mayor/Presiding Officer. The Mayor/Presiding Officer may direct the Police Chief, or their designee, to remove such offenders from the room.

11.6 Dangerous Instruments.
No person may enter the chambers of a legislative body, as defined in Government Code Section 54852 or any place were such legislative body is in session, with any firearm, weapon, or explosive device of any nature. The provisions of this section shall not apply to authorized peace officers or to those persons authorized by the Penal Code of the State to carry such weapons.

SECTION 12. ENFORCEMENT OF DECORUM

In extreme cases, such as when a meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals as provided for herein, the Mayor/Presiding Officer may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session.

Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the City Council from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

SECTION 13. PUBLIC RELATIONS

13.1 City Spokesperson.
The Mayor will serve as the general spokesperson for the City. When Council has not taken a position on an issue, neither the Mayor nor any Council Member will speak on behalf of the Council. In these situations, the Mayor or Council Member will use a phrase such as, "Council has not taken an official position, personally I think…"

13.2 Press Release.
Any proposed Press Release may only use the City Seal and picture of the Council Member issuing such release if the subject matter pertains to official government business of Suisun City.

The group picture of the Council may only be used on a Press Release if the release is being issued on behalf of the entire Council.

SECTION 14. MAYOR'S OFFICE

The opportunity to meet with a member of the public is an honor. It also creates an opportunity for our citizens to know that their elected officials are willing to listen and willing to act. There is a place for meeting over coffee or food, as some discussions are best had when "breaking bread." However, some discussions should happen in a professional environment, free from distractions allowing for private discussion.

To help facilitate meetings with members of the public as a Council Member, the Mayor's office is listed as a Resource Room in Outlook for advance scheduling.

Reach out to the Deputy City Clerk if you have questions regarding scheduling.

SECTION 15. NONDISCLOSURE AGREEMENTS (NDAs)

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An NDA is a provision in a contract that binds the parties to secrecy regarding information specified in the contract. NDAs generally prohibit parties from disclosing the specified information to non-parties and often provide for damages if a party discloses it in violation of the NDA. NDAs are commonly used to protect sensitive and confidential information, including trade secrets and business negotiations.

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Except as provided below, the Mayor, Council Members or City staff acting in their official capacity shall not enter into, or request that another individual enter into, a nondisclosure agreement, relating to the drafting, negotiation, or discussion of proposed ordinances, resolutions or policies or any development projects in the City without the approval of the City Council.

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The Mayor, a Council Member, or City staff may entered into a nondisclosure agreement, or portion of a nondisclosure agreement, that prevents only the disclosure of trade secrets,

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financial information, or proprietary information. If a nondisclosure agreement is entered into for the limited purposes of this exception, the Mayor, Council Member, or City Manager shall report the entering into the nondisclosure statement at the next regular City Council Meeting. The nondisclosure agreement is a public record~~s~~ subject to disclosure under~~only~~ the California Public Records Act. Only the disclosure of trade secrets, financial information, or proprietary information is not disclosable, subject to the California Public Records Act.

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SECTION 16~~5~~. VIOLATIONS OF PROCEDURES

Nothing in these Norms and Procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with State Law.

This document shall remain in effect until modified by resolution of the City Council.

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

ORIGINAL ADOPTION:
July 30, 2019

AMENDED:
FEBRUARY 18, 2020
FEBRUARY 15, 2022
JULY 19, 2022
OCTOBER 15, 2024
DECEMBER 16, 2025

SUISUN CITY COUNCIL NORMS & PROCEDURES

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SUISUN CITY COUNCIL
NORMS & PROCEDURES

Section 1. GENERAL

1.1 Purpose.

The purpose of these Norms and Procedures is to promote communication, understanding, fairness, and trust among the members of the City Council and staff concerning their roles, responsibilities, and expectations for management of the business of the City of Suisun City.

In the interest of promoting best practices in our local government as Municipal Legislators, this document will include operational procedures, policies, and practices.

1.2 Code of Conduct.

The residents and businesses of Suisun City are entitled to have a fair, ethical and accountable local government, which has earned the public's full confidence for integrity. The effective function of our democratic government by law requires that:

- Our public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government,
- Our public officials will be independent, impartial and fair in their judgment and action,
- We will ensure the public office be used for the public good, and not for personal gain,
- Public deliberations and processes will be conducted openly, unless legally confidential, in an atmosphere of respect and civility, and
- Legally confidential discussions in closed sessions shall remain confidential to protect the City from liability and the processes of City governance.

In addition to the legal commitments noted above, the City of Suisun City Council agrees to the following governing norms:

- Be transparent and authentic; say what you mean and mean what you say.
- Afford each Council Member the time and opportunity to share their interest, and refrain from dominating the discussion.
- Be cooperative and assume one another's good intentions.
- Work as a team on behalf of the community, and not as competitors.
- Respect the Council / Manager form of government, including not directing staff.
- Following a Council vote, support the decision of the body.
- No personal attacks or profanity.

1.3 Overview of Council responsibilities.

Suisun City is a California General Law city with a Council/Manager form of government. The City Council, which is elected directly by City voters, is assisted by a number of appointed and separately elected officials to provide services for City residents. The City Council has the following duties and responsibilities:

(a) **Appointment of the City Manager and City Attorney.** The City Council shall appoint the City Manager and the City Attorney. The City Manager shall implement City Council policy and run day-to-day operations of Suisun City. The City Attorney shall provide legal advice and act as counsel to elected officials and City staff in adherence to all federal, state and local laws pertaining to City operations and public policy. There should be an annual review for the City Manager and the City Attorney.

The City Manager's annual review shall follow closely the format included in the City Manager's contract and include goals for the next period. Less formal evaluations may take place quarterly or every six (6) months at the pleasure of the Council. A separate procedure will be established for this evaluation.

The City Attorney's annual review shall be at a format proposed by the Mayor and agreed upon by the Council informally.

The Mayor at his/her discretion may annually create an ad hoc to oversee annual review process and prepare a summary evaluation.

(b) **Establishment of boards, commissions, and committees (each a "City Body" and together "City Bodies").** With the consent of the Council, the Mayor may establish City Bodies.

(c) **Legislative decisions.** The Council is the legislative body; its members are the community's decision-makers. Power is centralized in the elected City Council collectively and not in individual members of the Council. The City Council approves the budget and determines the public services. It focuses on the community's goals, major projects and such long term considerations as community growth, financing and strategic planning. The City Council hires a professional City Manager to carry out administrative responsibilities and the City Council collectively supervises the City Manager's performance.

(d) **Legislative Advocacy.** The City Council, as the governing body, should develop where possible, with or without the assistance of outside professionals, a state and federal legislative platform. This platform shall be the guiding principles, which the City Council and City Manager use to advocate for the needs of Suisun City. From time to time, support or opposition letters or actions may be needed from the City, and often such action is required in short order, thereby preventing review by the full City Council. In such cases the following shall be the process:

i. When a letter or action is needed to request funding for Suisun City, the Mayor shall have the authority to sign such a letter or provide such direction.
ii. If the letter or action is to support or oppose a specific state or federal action or legislation, the proposed Suisun City position must be taken to a smaller body, such as a legislative subcommittee of the City Council comprised of the Mayor and one other City Council Member.

iii. The additional subcommittee member is appointed by the Mayor with Council consent. This appointment shall be made in December of each year for the following 12 months.

1.4 Overview of City Manager responsibilities.

The City Manager is hired to serve the City Council and the community and to bring the benefits of education, training and experience in administering the City's projects, programs, and public services on behalf of the City Council. The City Manager follows the direction of the entire City Council and not individual members of the Council or the public, and serves at the sole discretion of the Council.

As the City's Chief Executive Officer, the City Manager oversees:

- Department heads and department operations
- Budget development and fiscal management
- Policy implementation
- Personnel administration and human resources
- Labor relations
- Intergovernmental relations
- Service delivery
- Elected official support
- A variety of special projects and assignments

The City Manager appoints, removes, promotes, and demotes any and all officers and employees of the City except the City Clerk, City Attorney, and City Treasurer.

Among the chief duties, the City Manager will implement the Council's policies, projects, programs, and public services in an effective and efficient manner, providing professional advice on policy matters, intergovernmental affairs, economic development, and environmental issues.

1.5 Annual Review.

The City Council shall conduct a review of this document annually within three months prior to the start of a new fiscal year, or whenever Council deems necessary, to assist Council Members in being more productive in management of the business of the City.

1.6 Ralph M. Brown Act.

All conduct of each City Body, as well as Task Forces and Ad Hocs shall be in full compliance with the Ralph M. Brown Act.

SECTION 2. COUNCIL REORGANIZATION

2.1 Mayor Pro Tem Selection Process.

In December of each year, the Mayor shall select and appoint a Mayor Pro Tem, with consent of the City Council, from among all the members of the Council, irrespective of whether they were elected or appointed. Selection and appointment shall be at the first meeting of a new term following each General Municipal Election or at the first meeting in December during non-

election years. For all intents and purposes, the title Mayor Pro Tem and Vice Mayor are used interchangeably. The term of the appointment shall be for a 12-month period commencing on January 1st of each year, unless otherwise provided for by majority vote of the Council.

2.2 Duties of the Mayor Pro Tem/Vice Mayor

The Vice Mayor remains as one member of the City Council and has no rights or authority different from any other member of the Council. The Vice Mayor is the designated individual to represent the Mayor and perform any duties as required when the Mayor is unavailable. If the Mayor will be unavailable for an extended period of time, the Mayor shall provide notification to the Vice Mayor, City Manager, and City Clerk, in addition to outlining any additional duties.

2.3 Appointment of a Council Vacancy.

In the event of a vacancy of office on the happening of any of the events provided in Government Code Section 1770, the Council shall appoint a new Council Member, within sixty (60) days after a vacancy or death or resignation becomes effective in compliance with the California Elections Code, unless the Council, by resolution, decides to instead call a special election. In the event of appointment, the Mayor, with the consent of the Council, shall determine by resolution the process for appointment prior to the application process and in accordance with State law.

SECTION 3. ADMINISTRATIVE MATTERS

3.1 Attendance.

City Council Members acknowledge that attendance at lawful meetings of the City Council is part of their official duty. Council Members shall make a good faith effort to attend all such meetings unless unable. Council Members will notify the Mayor, City Manager, and City Clerk, if they will be absent from a meeting.

Pursuant to Government Code Section 36513, “if a city councilmember is absent without permission from all regular city council meetings for 60 days consecutively from the last regular meeting he or she attended, his or her office becomes vacant and shall be filled as any other vacancy.”

3.2 Correspondence.

With some exceptions, proposed correspondence (including electronic) from individual Council Members/Mayor on City stationery shall be reviewed by the Council in draft form prior to release.

The City will provide stationary designated as “The Office of” for each member of the Council to use for correspondence as it relates to each Council Member’s elected position (e.g., thank you notes, letters of recommendation, direct communication to residents or businesses, etc.). This letterhead will have the same information as provided on their business card. Any views expressed in this correspondence (including electronic) are solely the Council Member’s own and do not represent the City's or the Council's views.

E-mails from Council Members should be respectful and professional. This form of correspondence is a public record subject to disclosure under the California Public Records Act.

3.3 Regional Boards, Committees and Ad Hocs

The role of the Council on regional boards will vary depending on the nature of the appointment. Representing the interests of Suisun City is appropriate on some boards; this is generally the case when other local governments have their own representation. The positions taken by the appointed representatives are to be in alignment with the positions that the Council has taken on issues that directly impact Suisun City. If an issue should arise that is specific to Suisun City and the Council has not taken a position, the issue should be discussed by the Council prior to taking a formal position at a regional board meeting, to assure that it is in alignment with a majority of the Council's position.

Council representatives to such various boards shall keep the Council informed of ongoing business through written reports to the Council during properly posted Council meetings. City Council Members shall report to the Mayor and City Manager, through an electronic means created and provided to the City Council Members, any updates to the City Council and public, related to work as liaisons on Regional Boards, Commissions, Committees, or Ad Hoc Committees. These updates must be completed by 5 p.m. PST, the Wednesday before each City Council meeting. There may be weeks when no update is necessary, which should be noted in the document.

Council Members shall make a good faith effort to attend all regional meetings to which they are assigned. Attendance should not be less than 75% of all annual scheduled meetings and all absences should be reported to the Mayor. If a Council Member is unable to attend, the Council Member shall notify his/her alternate as far in advance of the meeting as possible so as to allow the alternate to attend.

A list of these assignments is maintained by the Deputy City Clerk and will be distributed to the Council when updated.

3.4 Distribution of Information.

It is essential that every member of the City Council have the same information from which to form decisions and actions. Any information distributed to one Council Member shall also be distributed to all Council Members.

The Mayor, by virtue of the position, may receive information in advance of other members of the Council in order for the City Manager to effectively proceed with the day-to-day operation of the City. The City Manager will make every effort to disseminate this information to the remaining members of the Council prior to the next City Council meeting or before the information becomes public, whether through the City Manager Weekly Update or at the City Manager's meetings with individual Council Members.

3.5 Reimbursement.

Every effort shall be made to limit the need to reimburse Council Members for expenses. City Council Members may be reimbursed for personal expenses for travel to and lodging at conferences or meetings related to their role as a Council Member. The reimbursement of expenses is limited in the following manner: Members shall be reimbursed subject to the

Administrative Directive related to travel expense (AD1.) Any additional expenses that fall outside the scope of this policy may be reimbursed only if approved by the City Council, at a public meeting, before the expenses are incurred. Any request for reimbursement of expenses shall be accompanied by an expense form and receipts documenting the expenditure. These documents are public records subject to disclosure under the California Public Records Act.

3.6 Ethics and Sexual Harassment Prevention & Education Training.

Any member of the City Council or another City Body, Task Force or Ad Hoc formed by the City Council, shall receive at least two hours of ethics training in general ethics principles and ethics laws relevant to his/her public service every two (2) years, as mandated by AB 1234, and at least two (2) hours of sexual harassment prevention training, as mandated by AB 1661. New members must receive this training within their first year of service for ethics and six (6) months for sexual harassment prevention training and education, and file a certificate of completion with the Deputy City Clerk. Members shall attend training sessions that are offered through the League of California Cities or locally in the immediate vicinity of Solano County, or by completing online a state-approved public service ethics education program.

An individual who serves on multiple legislative bodies need only receive two (2) hours of each training every two (2) years to satisfy this requirement for all applicable public service positions. If the City offers either course, the City will use a course that has been reviewed and approved by the Fair Political Practices Commission and the California Secretary of State.

The Deputy City Clerk is required to keep ethics training records for five years to document and prove that these continuing education requirements have been satisfied. These documents are public records subject to disclosure under the California Public Records Act.

3.7 City Seal

The City Seal is an important symbol of Suisun City. No change to the City Seal shall be made without Council approval. Individual Council Members shall be careful in use of the City Seal so as not to create an appearance that the Council Member is acting on behalf of or with official endorsement of Suisun City.

The City Seal and any City Insignia shall only be used for purposes directly connected with the official business of the City of Suisun City, its City Council, boards and commissions, committees, officers or departments, except upon written authorization of the City Manager or his or her designee. City officers, employees, members of the City Council and members of City boards, commissions and committees may use stationary, printed materials and other articles with the City Seal or City Insignia while acting within the scope of their office or employment.

3.8 Use of City Email and Social Media.

Except for emergencies, public officials who are not City employees ("public officials") conducting City business should not create any "public record" (as that term is defined in California Government Code Section 7920.530) by using any email account that is not a City email account, or by using any non-City-controlled social media account. Instead, public officials should use a City email or City-controlled social media account for City business.

Nothing in this policy is intended to limit a public official's use of private email and social media accounts for non-City business such as personal communications and campaign related activities.

For purposes of this policy "City-controlled social media account" is an account on a social media platform (e.g. Facebook, Instagram, Twitter) that is created and used by the City (e.g. the City's official Facebook page, if any).

Use of City Electronic Devices. In general, when creating or modifying public records in the conduct of City business on an electronic device that can create and modify public records (e.g. computers, mobile phones, tablets), public officials should only use City-issued devices. However, public officials may use non-City electronic devices to access an official City account, such as City email and City-controlled social media accounts.

Exception: If using a City-electronic device is clearly impractical or if a public official has not been issued or does not have in the public official's possession a City-electronic device, a public official may use a non-City device, but only if a copy of each affected public record is contemporaneously copied to a City account of that same public official, or to the related City-controlled social media account, or a hard copy is provided to the City for retention in City records.

Texting Only on City Devices. Except for emergencies or when communicating with the City Attorney's Office, public officials conducting City business shall not send or receive texts on any device other than a City-owned device. In an emergency, a public official may use a non-City device to text, but only if a copy of any public record that is created as a result is contemporaneously copied to a City account of that same public official, or a hard copy is provided to the City for retention in City records.

3.9 Compensation.

The Mayor and Council members are compensated in accordance with California Government Code Sections 36516 and 36516.1. The amount is memorialized in the City's Municipal Code.

SECTION 4. COUNCIL RELATIONSHIP WITH STAFF

Suisun City is a Council/ Manager form of government. The Council establishes policy and the City Manager and their staff implement that policy. To effectively govern and maintain a healthy and productive relationship between City Council and all City staff, the Council and staff alike must respect and abide by the roles and responsibilities of each and commit to work through the City Manager.

4.1 City Manager.

The City Manager serves as the City's chief executive officer. The City Manager implements Council policy, provides professional recommendations and guidance to the Council, directs, supervises and manages all City staff, and day-to-day operations. The City Manager may delegate this responsibility to Department Heads, at their discretion.

City Council Members are always free to go to the City Manager to discuss City business. Issues concerning the performance of a department or any employee must be directed to the City Manager. The City Manager will be responsible for communicating with all Council Members.

4.2 Agenda Item Questions.

Council members are to work through the City Manager or City Attorney on all issues, concerns and questions. If a Council Member has a question on an agenda item, the Council Member should contact the City Manager, if at all possible, prior to any meeting at which the item may be discussed, to allow the City Manager and their staff time to provide the most complete answer to the Council Member's question. This does not restrict Council Members from asking questions during a Council meeting.

4.3 Individual Council Member's Requests.

Council Members shall make their requests for information to the City Manager or to a Department Head including the City Manager, to respond to an individual Council Member's request for any purpose or information.

SECTION 5. PROCEDURES FOR APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

5.1 Definitions of Various City Bodies, including Task Forces, Committees, Ad Hocs, Commissions, and Boards.

(a) Task Force: A temporary grouping of individuals and resources for the accomplishment of a specific objective.

(b) Committee: A group of people officially delegated to perform a function, such as investigating, considering reporting, or acting on a matter.

(c) Ad Hoc: Committees established for a specific purpose. Formed for or concerned with one specific purpose (e.g. ad hoc compensation committee); for the particular end or case at hand without consideration of wider application; formed or used for specific or immediate problems or needs; often improvised or impromptu; contrived purely for the purpose in hand rather than carefully planned in advance.

(d) Commission: A group of people officially authorized to perform certain duties or functions with certain powers or authority granted; the act of granting certain powers or the authority to carry out a particular task or duty; the rank and powers so conferred.

(e) Board: A group of persons having managerial, supervisory, or advisory powers. In parliamentary law, a board is a form of deliberative assembly and is distinct from a committee, which is usually subordinate to a board or other deliberative assembly – in having greater autonomy and authority.

5.2 Recruitment, Nomination and Appointment Process.

(a) On or before December 31st of each year, the Deputy City Clerk shall prepare and post a list of all Council-appointed terms of City Bodies that expire during the next calendar year in compliance with Government Code Section 54972.

(b) The Deputy City Clerk shall annually advertise for applicants wishing to be considered for appointment to a City Body. All persons seeking appointment to a City Body must complete and submit an application form to the Deputy City Clerk.

(c) Annually, and if an unscheduled vacancy occurs on a City Body during the year, the following steps should be taken to publicize the vacancy and fill the position:

1. Public announcement of the vacancy at a Council meeting.
2. Newspaper advertisement announcing the vacancy.
3. A recruitment period of at least ten (10) days.
4. A vacancy notice posted at City Hall, the Nelson Center, and on the City's website for at least 20 days.
5. Announcements in the local media, such a press releases, online news outlets and free weekly sales papers.
6. Distribution to appropriate professional and community organizations and all groups that have requested notification.

(d) All persons seeking appointment to a City board, commission or committee shall complete and submit an application form to the City Clerk as set forth in Section 5.2. Applications shall be kept on file for two (2) years in the City Clerk's office and vacancies may be considered from the applications on file, as well as new applications.

(e) Each year, the Mayor shall appoint a two-member Ad Hoc Committee to be known as the Nominating Committee, which committee shall review all applications and interview selected applicants and, based on those efforts, shall make recommendations to the Mayor for appointments to the open positions ensuring that all recommendations meet the requirements of the City Body to which they are recommended for appointment. The Mayor may then, pursuant to Government Code Section 40605, appoint the applicants suggested by the Nominating Committee, choose to appoint another applicant from the pool of applicants, or nominate and appoint another person of their choosing, so long as the appointee meets the requirements of the City Body to which they would be appointed. All appointments to City Bodies must be approved by the City Council.

(f) If a vacancy occurs outside of the annual recruitment cycle, the Mayor may appoint from the previous recommendation of the Nominating Committee or from the existing applications already on file if there is more than four (4) months remaining on the vacant seat. If there are less than four (4) month remaining, the Mayor may elect not to fill that seat and wait for the annual recruitment process, unless there is an urgent reason to appointment immediately such as need for a quorum. The Mayor may also request that a midyear recruitment be conducted to fill the vacancy if needed.

5.3 Requirement for Appointment.

(a) Any person appointed to a City Commission must be a resident of Suisun City. Should any person so appointed move from the City during their term of office, such office shall be forfeited.

(b) Any person appointed to any City Body other than a City Commission must be one of the following: 1) a resident of Suisun City, 2) a majority owner of a business located in Suisun City at the time of their appointment and shall remain so throughout their term of appointment, or 3) a subject matter expert on issues pertaining to the work of the City Body to which the person is appointed. Should any person appointed as a resident of Suisun City move from the City, or appointed as a business owner in Suisun City no longer hold majority ownership of that business, such office shall be forfeited.

(c) Except as provided by state or local statute, the appointee shall not be a current City employee or currently appointed to another City Body.

5.4 Council Notification.

By October 1 of each year, the Deputy City Clerk will notify all members of the City Council of expiring terms for members of City Bodies.

5.5 Incumbents.

(a) At the end of the first term, the incumbent City Body member may, at the discretion of the Mayor, be reappointed for an additional term without the need to apply or interview for re-appointment. In lieu of an application, the member shall submit to the Deputy City Clerk a letter or email expressing interest in re-appointment sixty (60 days prior to the expiration of the member's first term.

(b) Any incumbent interested in re-appointment who has served two (2) or more terms must apply for reappointment as set forth in Section 5.2.

5.6 Attendance.

(a) Members of City Bodies are expected to regularly attend and participate on their respective City Body.

(b) All absences should be reported to the Mayor and Deputy City Clerk in advance of missing the meeting.

(c) A board, commission or committee member whose attendance is less than seventy-five percent (75%) of the required meetings over a period of a year may be subject to removal at the discretion of the City Council.

5.7 Norms and Procedures and Conflicts of Interest.

(a) All City Body members shall be expected to adhere to the Rules of Procedure for the Conduct of Commissioners, Committee Members and Board Members as adopted by the City Council and amended from time to time.

(b) All City Body members shall comply with all state and local laws with respect to ethics and conflicts of interests to the extent that such laws apply to their position, including state and local requirements to timely file Statements of Economic Disclosure if the member is designated as a filer by State law or by the City's Conflict of Interest Code.

(c) The City Council may by majority vote expel a member from any City Body for behavior that violates a provision of these Norms and Procedures.

(d) Representation of Council Member's Beliefs as Beliefs of Council:

(1) Communication with the Public, Press and other Media.

Council Members shall not speak on behalf of the City or the Council. Only the Council as a whole have the authority to speak on behalf of the Council. To avoid any appearance that a Council Member is speaking on behalf of the Council, the Council Member should clarify that they are speaking in their individual capacity whenever there is risk of misunderstanding of authority.

There may be instances where it is appropriate for Council Members to provide public statements about City events and policy matters to the public and press in an official capacity; however, Council Members must coordinate with City staff and seek approval from the Mayor and/or City Manager before making such statements. Upon approval from the Mayor and/or City Manager, City staff will coordinate and organize public communication and inquiries from the media related to official statements to include the Mayor, or a representative designated by the City Council, who may clarify actions taken by the City Council, fairly and accurately recap City Council's actions, or outline next steps. The Mayor or designee must not editorialize, offer personal opinion, or speculate on future actions when speaking in an official capacity. A Council Member may recite City Council positions, activities, and actions taken and state factual accounts of those actions.

(2) Community Relations and Engagement/Social Media.

City Council Members may not, in an official capacity, represent the City Council or the City to the general public without City Council approval. Commissioners may not use City logos, branding, name tags, business cards, or other collateral to represent their private, personal or political interests.

Any time that a Council Member uses their commission title, is wearing their Council Member name badge or references their position as a City Council Member when speaking publicly or on social media, they must state that they are speaking in an individual capacity and not as a representative of the City of Suisun City.

(3) Election-related Activity or Personal Activity.

City Council Members are prohibited from using their position as a Council Member for political or personal gain. For example, while potential ballot measures are under consideration or while candidate campaigns are being carried out, Council Members can elect to participate in campaign activity individually but cannot use City resources to support that activity. Thus, City Council Members may engage in election-related activity as community members, and may use their Council Member title, current or former, for identification purposes, so long as they affirmatively declare that they do not represent the City.

5.8 Conflicts with Federal, State or Local Law.
In case of a conflict between this Section of the Norms and Procedure policy with federal, state or local law, such federal, state or local law shall be the controlling factor.

SECTION 6. MEETINGS

6.1 Open to Public.
All meetings of the City Council whether regular, special, or study sessions, shall be open to the public, unless a closed session is held as authorized by law. All meetings shall be noticed as required to allow action to be taken by the Council.

6.2 Broadcasting of City Council Meetings.
All regular Council meetings shall be scheduled in the Council Chambers to allow for web streaming, unless the number of participants exceeds room capacity. The final decision shall be the responsibility of the Mayor.

6.3 Regular Meetings.
At the first regular meeting in January, the City Council will approve the schedule of meetings for the calendar year, which in addition to the regular meeting schedule, may include the cancellation of regular meetings and the addition of special meetings and study sessions. This practice does not, however, preclude the Mayor from calling additional meetings pursuant to Section 6.5, if necessary.

The City Council shall convene its regular City Council meetings at 6:30 p.m. on the first and third Tuesday of each month. However, each Tuesday is a regular meeting day if necessary to carry out the business of the City and Council Members should be prepared to meet on any Tuesday evening.

The City Council hopes to conclude its public business at Regular Meetings by 10:00 p.m. Before an item can be taken up past 10:00 p.m., a vote must occur to continue the meeting. The meeting will only continue if a super majority of the City Council approves such an action. If the decision is to not continue, all remaining agenda items will be moved to the next regular City Council meeting.

6.4 Cancelling Meetings.
Pursuant to Government Code Section 36805, City Council shall hold a Regular Meeting at least once each month. Outside of this provision, the Mayor may cancel no more than four (4) Regular

Meetings at his/her discretion no less than seven (7) days before the planned meeting. The Mayor may cancel a meeting at any time in the case of an emergency or when a majority of members have confirmed their unavailability to attend a meeting.

6.5 Special Meetings.

A special meeting may be called at any time by the Mayor or by a majority of the City Council in accordance with the Brown Act. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be given at least twenty-four (24) hours before the time of the meeting in accordance with law. Public comments at special meetings shall be limited to only those items described on the special meeting notice/agenda.

The City Council may hold study sessions or joint meetings with other City Bodies or agencies as deemed necessary to resolve City business. These meetings will be coordinated by the Deputy City Clerk. Study sessions are scheduled to provide Council Members the opportunity to better understand a particular item. While Council may legally take action at any noticed meeting, generally no formal action is taken at study sessions. If action is to be taken at a study session, then the agenda will state that action may be taken.

6.6 Emergency Meetings.

An emergency meeting may be called at any time by the Mayor or by a majority of the City Council in accordance with the Brown Act when an emergency situation, as defined by law, exists. In such circumstances, the twenty-four (24) hour notice necessary for a special meeting is not required, although one-hour telephone notice to the media may be required.

6.7 Closed Sessions.

(a) The City Council may hold closed sessions at any time authorized by law (and in consultation with the City Attorney), to consider or hear any matter, which is authorized by law. The Mayor or any three Council Members may call a closed session meeting at any time.

(b) In order for three (3) Council Members to call a closed session, the following procedure shall be followed. A Council Member shall email or call a meeting with the City Manager or the City Attorney outlining the desire and reason a closed session should be called. The City Manager or City Attorney will interview other Council Members as to their desire to hold such a closed session. If two other Council Members agree that a closed session is warranted, a closed session will be agendized as soon as practicable at a date and time acceptable to the Council Members requesting the closed session.

6.8 Quorum.

Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If fewer than three (3) Council Members appear at a regular meeting, the Mayor, Vice Mayor in the absence of the Mayor, any Council Member in the absence of the Mayor and Vice Mayor, or in the absence of all Council Members, the City Clerk or Deputy City Clerk, shall adjourn the meeting to a stated day and hour.

6.9 Minutes.

The City Clerk shall prepare minutes of all public meetings of the City Council. Electronic copies will be distributed to the Council for review prior to being placed on the City Council agenda for approval.

6.10 Adjourned Meetings.

The City Council may adjourn any regular, special, or closed session meeting to a time and place specified in the order of adjournment and permitted by law.

SECTION 7. POSTING NOTICE AND AGENDA

7.1 Posting of Notice and Agenda.

For every regular, special, or study session meeting, the City Clerk or other authorized person shall post a notice of the meeting, specifying the time and place at which the meeting will be held, and an agenda containing a brief description of all items of business to be discussed at the meeting. This notice and agenda may be combined in a single document. Posting is to be according to law.

SECTION 8. AGENDA CONTENTS

8.1 Mayor's Responsibility.

The Mayor is responsible for running a timely and orderly meeting. If the Mayor is unavailable to run a Council meeting, the Vice Mayor shall run the meeting. The Mayor, in consultation with the City Manager or his/her designee, shall organize the agenda and agenda forecast. The agenda forecast will be distributed with the City Manager's report.

8.2 Availability to the Public ad Description of Matters.

The agenda for any regular, special, or study session meeting of the City Council shall be made available to the general public and all items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda in accordance with the Ralph M. Brown Act.

8.3 Limitation to Act Only on Items on the Agenda.

No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:

(a) Upon a majority determination that an "emergency situation" (as defined by State law) exists; or

(b) Upon determination by a 4/5 vote of the full City Council, or a unanimous vote if less than a full Council, that there is a need to take immediate action and that the need to take the action came to the attention of the City Council subsequent to posting of the agenda.

8.4 Order and Timing of Agenda – Regular Meeting.

The prescribed order of the agenda for Regular Meetings of the Council will be as follows: Roll Call, Public Comment if a Closed Session is scheduled, Closed Session, Adjourn to Open Session,

Pledge of Allegiance, Invocation, Conflict of Interest Notifications, Closed Session Announcement, if any, Informational Reports (City Manager/City Attorney), Presentations/ Appointments, Public Comments on Items not on the Agenda, Council Comment, Consent Calendar, Public Hearings, General Business Items, Non-presented Reports, and Adjournment. The Mayor may "time" the agenda in a way that suggests how much time should be committed to any item such that the meeting may end at the established time.

8.5 Order of Agenda – Special Meeting – Closed Session.

The prescribed order of the agenda for a Special Meeting – Closed Session of the Council will be as follows: Roll Call, Public Comment, Conflict of Interest Notifications, Closed Session, Closed Session Announcement if any, and Adjournment.

8.6 Change in Order of Business.

The Mayor may decide to take matters listed on the agenda out of the prescribed order, and Council Members may make such a request. Council Members shall be given the opportunity to ask questions about Consent Items for clarification without having them removed.

8.7 Agenda Request Policy.

Requests for placement of items on the agenda can be submitted to the Mayor or City Manager at any time. The Mayor and City Manager will review the request and determine appropriate timing to bring the item forth. The City Attorney may place a Closed Session on the agenda.

Also, any member of the Council may request that an item be placed on a future agenda by indicating their desire to do so under the Council Member Report portion of the City Council agenda. The request will require the consensus of the Council to have the item brought back at a certain time versus at the pleasure of the Mayor or City Manager.

8.8 Presentations.

Presentations are put on the agenda with concurrence of the Mayor or City Manager. The Mayor or City Manager will use their best judgment on scheduling presentations and recognitions. Time limits shall normally be five (5) minutes. Presentations may be extended by special circumstances as needed. Exceptions can be made at the Mayor's discretion.

8.9 Proclamations.

Requests for proclamations may be submitted to the Mayor at any time. The Mayor has full discretion in creating proclamations and issuing special recognitions on behalf of the City and the full City Council.

Council Members other than the Mayor may each create two (2) proclamations and issue two (2) special recognitions per calendar year to be presented on behalf of that Council Member. Council Members may petition the balance of the Council to be permitted to create additional proclamations or issue additional special recognitions if so desired.

To ensure Council Meeting efficiency, a maximum of three (3) proclamations and two (2) special recognitions may be presented at any regular meeting of the City Council. The meeting agenda

will include proclamations and special recognitions to be presented during the council meeting, as well as a list of proclamations and special recognitions to be presented outside of the meeting, for informational purposes. Additionally, the Mayor and Council Members presenting proclamations and special recognitions may choose to read a portion of the full language of the item during the Council Meeting.

Attached hereto **Appendix A,** which is incorporated by reference.

SECTION 9. PROCEDURES FOR THE CONDUCT OF PUBLIC MEETINGS

9.1 Rules of Order.

Rosenberg's Rules of Order, Revised 2011, govern all City Council Meetings. These Rules clearly and concisely set forth the important role of the Chair (i.e., the Mayor) during a meeting; the process for making and voting on motions; the three (3) standard motions, including the basic motion, the motion to amend, and the substitute motion; the process of debate; other procedural motions, including motions to limit debate, motions to table, and motions to adjourn. All City Council Members are encouraged to review and familiarize themselves with the details contained in this seven-page document. A copy of Rosenberg's Rules of Order is attached hereto and available on the City's website.

9.2 Appeal Procedures.

Appellants shall be given the opportunity to speak first. Appellants and applicants responding to appeals may be given a total of up to ten (10) minutes each to present their positions to the City Council prior to hearing public comments. Appellants shall be given up to five (5) minutes of rebuttal time after public comments are heard.

9.3 Applicants.

Persons bringing to the City Council a request for approval shall be given a total of up to ten (10) minutes to present their positions/input prior to hearing public comments. An extension can only be granted by consent of a majority of the Council Members. Applicants shall be given up to five (5) minutes of rebuttal time after public comments are heard.

9.4 Staff and Consultant Reports.

In general, staff and consultant reports should be clear, brief and concise. Staff is to assume that the Council has read all materials submitted. Council shall be given an opportunity to ask questions of staff prior to hearing public comments.

9.5 Public Comment.

(a) Persons present at meetings of the City Council, either in-person or participating remotely, may comment on individual items on the agenda at the time the items are scheduled to be heard. During Regular City Council meetings, comments may be offered on items not on the agenda under that portion of the agenda identified for Public Comment.

(b) The limit for speakers will be up to three (3) minutes, depending on the number of speakers. Speakers are not allowed to delegate their time to another speaker. The Mayor may limit the time to be spent on an item and may continue the item, with the approval of the majority of the Council, to a future meeting at his/her discretion.

(c) Upon addressing the Council, each speaker is requested, but not required, to first state his/her name, whom they represent and/or city of residence.

(d) After the speaker has completed their remarks, the Mayor may direct the City Manager or City Attorney to briefly address the issues brought forth by the speaker. Council Members shall be respectful of the speakers and shall not enter into a debate with any member of the public nor discuss amongst themselves.

(e) All Council Members shall listen to all public discussion as part of the Council's community responsibility. Individual Council Members should remain open-minded to informational comments made by the public.

(f) The Mayor has the right to ask a member of the public to step down if over the allotted time or if the speaker's comments are not within the City's jurisdiction.

9.6 Council Member Respect.
At all times, Council Members in the minority on an issue shall respect the decision and authority of the majority.

SECTION 10. CLOSED SESSIONS

10.1 Purpose.
It is the policy of the City Council to conduct its business in public to the greatest extent possible. However, State law recognizes that, in certain circumstances, public discussion could potentially jeopardize the public interest, compromise the City's position, and could cost the taxpayers of Suisun City financially. Therefore, closed sessions shall be held from time to time as allowed by law. The procedures for the conduct of these meetings shall be the same as for public meetings, except that the public will be excluded.

Prior to convening the closed session meeting, the Mayor shall publicly announce the closed session items and ask for public input regarding any items on the closed session agenda.

Pursuant to California Government Code Section 54963, City Council Members shall keep all written materials and verbal information provided to them in closed session in complete confidence to insure that the City's position is not compromised. No mention of information in these materials shall be made to anyone other than Council Members, the City Attorney or City Manager, except where authorized by a majority of the City Council.

10.2 Rule of Confidentiality.

The City Council recognizes that breaches in confidentiality can severely prejudice the City's position in litigation, labor relations and real estate negotiations. Further, breaches of confidentiality can create a climate of distrust among Council Members and can harm the Council's ability to communicate openly in closed sessions, thereby impairing the Council's ability to perform its official duties.

The City Council further recognizes that confidentiality of discussions and documents are at the core of a closed session. Confidentiality is essential if the closed session is to serve its purpose. Therefore, the City Council will adhere to a strict policy of confidentiality for closed sessions.

10.3 Breach of Rule of Confidentiality.

No person who attends a closed session may disclose any statements, discussions, or documents used in a closed session except where specifically authorized by State law. Any authorized disclosure shall be in strict compliance with these rules and the Ralph M. Brown Act. Violation of this rule shall be considered a breach of this rule of confidentiality.

10.4 Agenda.

The City Council agenda will contain a brief general description of the items to be discussed at the closed session, as required by law.

10.5 Permissible Topics.

All closed sessions will be held in strict compliance with the Ralph M. Brown Act. The City Attorney, or their designee, will advise in advance on topics that may be discussed in a closed session.

10.6 Rules of Decorum.

The same high standard of respect and decorum that apply to public meetings shall apply to closed sessions. There shall be courtesy, respect and tolerance for all viewpoints and for the right of Council Members to disagree. Council Members shall strive to make each other feel comfortable and safe to express their points of view. All Council Members have the right to insist upon strict adherence to this rule. The Mayor shall keep the discussion moving forward so that debate and discussion can occur in the time allotted for the closed session. The Mayor will determine the order of debate in a fair manner.

10.7 Conduct of Meeting.

(a) The Mayor will call the closed session to order promptly at its scheduled time.

(b) The use of handouts and visual aids such as charts is encouraged to focus debate and promote understanding of the topic. All such materials are strictly confidential.

(c) If the City Council in closed session has provided direction to City staff on proposed terms and conditions for any type of negotiations, whether it be related to property acquisitions or disposal, a proposed or pending claim or litigation, or employee negotiations, all contact with the other party will be through the designated City person(s) representing

the City in the handling of the matter. A Council Member not so designated by the Council will not under any circumstances have any contact or discussion with the other party or its representative concerning the matter which was discussed in the closed session, and will not communicate any discussions conducted in closed session to such party.

10.8 Public Disclosure After Final Action.

The Ralph M. Brown Act requires that, as a body, the City Council make certain public disclosure of closed session decisions when those actions have become final. Accordingly, the Mayor or City Attorney shall publicly report any final action taken in closed session, and the vote, including abstentions, at a publicly noticed meeting.

The report may be oral or written. The report will state only the action taken and the vote. Except for the action taken and the vote, all closed session discussions will remain confidential.

SECTION 11. DECORUM

11.1 Council Members.

Members of the City Council value and recognize the importance of the trust invested in them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, City employees, and the public appearing before the City Council. The City Manager or his/her designee shall act as the sergeant-at-arms.

11.2 City Employees.

Members of the City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.

11.3 Public.

Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council. These Norms and Procedures shall apply to all City Council Meetings.

11.4 Noise in the Chambers.

Noise emanating from the audience, whether expressing opposition or support within the Council Chambers or lobby area, which disrupts City Council meetings, shall not be permitted. All cell phones and other electronic devices shall be muted while in the chambers. Refusal is grounds for removal.

11.5 Removal.

Any member of the public making personal, impertinent, and/or slanderous or profane remarks, or who becomes boisterous or belligerent while addressing the City Council, staff or general public, or while attending the City Council meeting and refuses to come to order at the direction of the Mayor/Presiding Officer, may be ordered by the Mayor/Presiding Officer, pursuant to Government Code Section 54957.95, to be removed from the Council Chambers by the Police

Chief, or his/her designee, and may be barred from further attendance before the Council during that meeting.

Unauthorized remarks from the audience, stamping of feet, whistles, yells, and similar demonstrations shall not be permitted by the Mayor/Presiding Officer. The Mayor/Presiding Officer may direct the Police Chief, or their designee, to remove such offenders from the room.

11.6 Dangerous Instruments.
No person may enter the chambers of a legislative body, as defined in Government Code Section 54852 or any place were such legislative body is in session, with any firearm, weapon, or explosive device of any nature. The provisions of this section shall not apply to authorized peace officers or to those persons authorized by the Penal Code of the State to carry such weapons.

SECTION 12. ENFORCEMENT OF DECORUM

In extreme cases, such as when a meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals as provided for herein, the Mayor/Presiding Officer may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session.

Duly accredited representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this Section. Nothing in this Section shall prohibit the City Council from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

SECTION 13. PUBLIC RELATIONS

13.1 City Spokesperson.
The Mayor will serve as the general spokesperson for the City. When Council has not taken a position on an issue, neither the Mayor nor any Council Member will speak on behalf of the Council. In these situations, the Mayor or Council Member will use a phrase such as, “Council has not taken an official position, personally I think…”

13.2 Press Release.
Any proposed Press Release may only use the City Seal and picture of the Council Member issuing such release if the subject matter pertains to official government business of Suisun City.

The group picture of the Council may only be used on a Press Release if the release is being issued on behalf of the entire Council.

SECTION 14. MAYOR’S OFFICE

The opportunity to meet with a member of the public is an honor. It also creates an opportunity for our citizens to know that their elected officials are willing to listen and willing to act. There is a place for meeting over coffee or food, as some discussions are best had when "breaking bread." However, some discussions should happen in a professional environment, free from distractions allowing for private discussion.

To help facilitate meetings with members of the public as a Council Member, the Mayor's office is listed as a Resource Room in Outlook for advance scheduling.

Reach out to the Deputy City Clerk if you have questions regarding scheduling.

SECTION 15. NONDISCLOSURE AGREEMENTS (NDAs)

An NDA is a provision in a contract that binds the parties to secrecy regarding information specified in the contract. NDAs generally prohibit parties from disclosing the specified information to non-parties and often provide for damages if a party discloses it in violation of the NDA. NDAs are commonly used to protect sensitive and confidential information, including trade secrets and business negotiations.

Except as provided below, the Mayor, Council Members or City staff acting in their official capacity shall not enter into, or request that another individual enter into, a nondisclosure agreement, relating to the drafting, negotiation, or discussion of proposed ordinances, resolutions or policies or any development projects in the City without the approval of the City Council.

The Mayor, a Council Member, or City staff may enter into a nondisclosure agreement, or portion of a nondisclosure agreement, that prevents only the disclosure of trade secrets, financial information, or proprietary information. If a nondisclosure agreement is entered into for the limited purposes of this exception, the Mayor, Council Member, or City Manager shall report the entering into the nondisclosure statement at the next regular City Council Meeting. The nondisclosure agreement is a public record subject to disclosure under the California Public Records Act. Only the disclosure of trade secrets, financial information, or proprietary information is not disclosable, subject to the California Public Records Act.

SECTION 16. VIOLATIONS OF PROCEDURES

Nothing in these Norms and Procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with California law.

This document shall remain in effect until modified by resolution of the City Council.

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AGENDA ITEM NO. 27.

AGENDA TRANSMITTAL

MEETING DATE: December 16, 2025

AGENDA ITEM: Council Adoption of Resolution No. 2025 -__: A Resolution of the City Council of the City of Suisun City, California, Adopting a Social Media Policy.

FISCAL IMPACT: None.

STRATEGIC PLAN: Good Governance.

BACKGROUND:

In October 2024, the City Council updated its Norms and Procedures for City Council Members. The City Council's Norms and Procedures addresses social media in one section, primarily focusing on City Council members' use of City electronic devices and public records. This Resolution establishes standards of conduct for the use of social media by City officials and employees, as well as procedures for creating and managing official City social media accounts. The Social Media Policy applies to all City officials, including commissioners, City employees, and others acting on the City's behalf.

The City Council requested input on the proposed Social Media Policy from Commissions, Boards, and Committees. The draft Social Media Policy was presented to the Recreation, Parks, and Marina Commission on September 2, 2025, and the Planning Commission on November 25, 2025.

STAFF REPORT:

In accordance with prior direction from Council, staff has prepared the attached Social Media Policy for the City Council's consideration.

Currently, there is no citywide policy that outlines the procedures and conduct expectations for social media use by City officials or employees. The City maintains official social media accounts on several platforms, including Instagram, Facebook, and YouTube, to share information about City programs, upcoming events, and projects. The absence of a comprehensive social media policy could lead to inconsistent practices among the City's multiple social media accounts and misunderstandings about how these platforms can be used.

Specifically, this Resolution establishes procedures for creating and maintaining official City social media accounts. It requires all official City social media accounts to utilize City contact information for account set-up, monitoring, and access. Additionally, all City login, user, and password information for the City social media accounts must be provided to the City Manager.

This Resolution outlines categories of prohibited posts, which includes discriminatory, harassing, or unlawful content. It also establishes procedures for managing third-party posts and provides the City with the authority to remove content that violates City standards or applicable laws.

Moreover, this Resolution outlines the permissible and prohibited uses of official City social media accounts, as well as of personal accounts used by City officials and employees. It prohibits City

officials and employees from speaking or posting on behalf of the City unless they are officially authorized to do so. It also encourages City officials and employees to clarify when they are posting in an individual capacity.

This Resolution also prohibits City officials from communicating directly with the social media accounts of other members on subjects within the jurisdiction of their legislative body, in accordance with the Brown Act. Furthermore, this policy addresses how the posting of content, including simply "liking" or reacting to a post from another official regarding City-related matters, by a City official could lead to a Brown Act violation.

Staff recommends that the City Council consider the draft Resolution, provide direction to staff on any desired modifications, and consider adopting the Social Media Policy.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2025-__: A Resolution of the City Council of the City of Suisun City, California, Adopting a Social Media Policy.

PREPARED BY:	Patrick Enright, City Attorney
REVIEWED BY:	City Attorney.
APPROVED BY:	Bret Prebula, City Manager.

ATTACHMENTS:

1. Resolution Adopting Social Media Policy

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ADOPTING A SOCIAL MEDIA POLICY

WHEREAS, the City recognizes the importance of social media as a tool for effective communication, public outreach, and community engagement; and

WHEREAS, the City utilizes various social media platforms to provide information about City programs, upcoming events, and provide access to essential services by redirecting or linking to official City resources; and

WHEREAS, the City has an overriding interest and expectation in protecting the integrity of information posted on the City's social media sites and the content that is attributed to the City and its officials; and

WHEREAS, currently, there is no formal policy governing the use of social media by City officials, employees, and those acting on the City's behalf; and

WHEREAS, the City now desires to establish guidelines and procedures for the operation and management of the City's official social media accounts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun City shall adopt the City of Suisun City Social Media Policy, attached as **Exhibit A**.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 16th of December 2025, by the following vote:

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

WITNESS my hand and the seal of the City of Suisun City this 16th day of December 2025.

_____
Anita Skinner
City Clerk