

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



CITY COUNCIL MEETING

**A G E N D A**  
**REGULAR MEETING OF THE SUISUN CITY COUNCIL,**  
**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE**  
**REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,**  
**AND SUISUN CITY HOUSING AUTHORITY**  
**TUESDAY, APRIL 7, 2026**  
**6:00 PM**

---

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

---

**6:00 P.M. CLOSED SESSION**  
**6:30 P.M. REGULAR SESSION**

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

*ZOOM MEETING INFORMATION:*  
*WEBSITE: <https://zoom.us/join>*  
*MEETING ID: 819 8157 7224*  
*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. – 825)  
(Next City Council Res. No. 2026 – 41)  
Next Suisun City Council Acting as Successor Agency Res. No. SA2026 - 03)  
(Next Housing Authority Res. No. HA2026 – 03)

**6:00 P.M CLOSED SESSION**

**CALL TO ORDER**

Mayor Hernandez

**ROLL CALL**

Council / Board Members

**CONFLICT OF INTEREST NOTIFICATION**

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

**PUBLIC COMMENT CLOSED SESSION**

*(In accordance with Section 54956(a), public comments are limited to items on this closed session agenda, and to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the comment period.)*

**CLOSED SESSION**

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

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION  
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9: (One Case)

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

**6:30 P.M. RECONVENE OPEN SESSION**

**CALL TO ORDER**

Mayor Hernandez

**ROLL CALL**

Council / Board Members

**PLEDGE OF ALLEGIANCE**

**INVOCATION**

**CLOSED SESSION REPORT**

Announcement of Actions Taken, if any in Closed Session

**APPROVAL OF REORDERING OF AGENDA**

**CONFLICT OF INTEREST NOTIFICATION**

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

**REPORTS (Informational items only.)**

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

**PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

Proclamations Presented

4. Proclamation Proclaiming the Month of April 2026 as Autism Acceptance Month - (Hernandez: Ahernandez@suisun.com).
5. Proclamation "National Public Safety Telecommunicators Week" - (Roth: Aroth@suisun.com).

Proclamations Not Presented

6. Proclamation "Fair Housing Month" - (Hernandez: Ahernandez@suisun.com).

Presentations

7. Presentation of the "Best of the Best" Award of Excellence to the Recreation, Parks & Marina Department by Stephanie Stephens, Executive Director of the California Parks & Recreation Society (CPRS).

**PUBLIC COMMENT**

*(Request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3. Comments are limited to no more than 3 minutes unless allowable by the Mayor/Chair. Speaker cards are available on the table near the entry of the meeting room and should be given to the City Clerk. By law, no prolonged discussion or action may be taken on any item raised during the public comment period, although informational answers to questions may be given and matters may be referred for placement on a future agenda.)*

**COUNCIL COMMENTS**

*(Comments are limited to no more than 3 minutes)*

**CONSENT CALENDAR**

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

. City Council

8. Council Adoption of Resolution No. 2026-\_\_\_: Authorizing the Award of a Construction Contract for the Installation of the Metal Building Previously Purchased for the Public Works Department's Vacuum Truck and for SB 1383 Compost Storage - (Vue: Nvue@suisun.com).
9. Council Adoption of Resolution No. 2026-\_\_\_: Approving a Professional Services Agreement with REP'd for Video Messaging and Engagement Services and Authorizing the City Manager to Execute the Agreement - (Prebula: Bprebula@suisun.com).
10. Council Adoption of Resolution No. 2026-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Kerex Engineering, Inc. for the 2026 Pavement Resurfacing Project - (Vue: Nvue@suisun.com).
11. Council Adoption of Resolution No. 2026-\_\_\_: Authoring the City Manager to Accept a Donation of a Type I Fire Engine from the Contra Costa County Fire Protection District to Serve as a Reserve Engine for Suisun City Fire Department - (Lopez: Bllopez@suisun.com).
12. Council Adoption of Resolution 2026-\_\_\_: Authorizing the City Manager or Designee to Process Annual Subscription Invoices for OpenGov Asset Management (Formerly Cartograph) Without Returning to City Council Annually - (Vue: Nvue@suisun.com).

Suisun City Council Acting as Successor Agency

13. Board Adoption of Resolution No. SA 2026-\_\_\_\_: Authorizing the Execution and Delivery of a Transfer of Sidewalk Access and Fireplace Areas from the Lawler House Parcel to the Courtyard Property and Directing the Secretary of the Successor Agency to Transmit this Resolution to the Oversight Board, Finding that such Action is Exempt from Environmental Review under the California Environmental Quality Act - (City Attorney).

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

14. 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 March 17, 2026 and March 24, 2026 – (Skinner: Clerk@suisun.com).

**PUBLIC HEARING**

15. PUBLIC HEARING: Council Introduction and Waive Reading of Ordinance No.\_\_\_\_; An Ordinance of the City Council of the City of Suisun City, California, Adopting an Ordinance Amending Municipal Code Chapter 18.04.010 Definitions, Chapter 18.30.170 Accessory Dwelling Units, And Table 18.31.01 Development Standards In Residential Zones, Accessory Dwelling Units, to Comply with Recent Changes to State Law Regarding Accessory Dwelling Units (ADU) And Junior Accessory Dwelling Units (JADU) and Determining That The Action Is Exempt From The California Environmental Quality Act (CEQA) - (Continued from March 17, 2026) (Kearns:Jkearns@suisun.com).

**GENERAL BUSINESS**

City Council

16. Discussion and Direction Regarding New Tax Revenue District Options, Authorization to Release Request for Proposal for Professional Consulting Services, and Allocating Fund to Complete Phase 1 - (Prebula: Bprebula@suisun.com).
17. Council Adoption of Resolution No. 2026-\_\_\_\_: Authorizing the City Manager to Approve a Memorandum of Understanding with On the Edge Ministries for the Life Skills Transitional Employment Program for Suisun City's Unhoused Population - (City Attorney).
18. Senate Bill 707 Updates to Brown Act and Senate Bill 827 Fiscal and Financial Training Requirement - (City Attorney).

**COUNCIL UPDATES**

**INFORMATIONAL REPORTS: (Non-Discussion Items)**

**ADJOURNMENT**

### **Public Access To Agenda Documents**

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

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

### **Accommodations**

If you require an accommodation to participate in this meeting, please contact the City Clerk at (707) 421-7302 or [clerk@suisun.com](mailto: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/](http://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.

THIS PAGE INTENTIONALLY LEFT BLANK

Office of the Mayor  
Suisun City, California

# Proclamation



**WHEREAS**, the City of Suisun City is guided by the principles of inclusivity in its commitment to improve the lives of all individuals in the diverse community we serve; and

**WHEREAS**, autism affects people of every race, ethnicity, and socioeconomic background, and autistic individuals contribute in meaningful ways to the life of our community; and

**WHEREAS**, autism is a complex developmental condition affecting communication, social interaction, sensory processing, and how a person experiences and responds to the world; and

**WHEREAS**, while autism may present significant challenges, autistic individuals display unique strengths, qualities, and perspectives that should be recognized and celebrated; and

**WHEREAS**, advocates including the Autism Society have called to designate April as “Autism Acceptance Month” to promote acceptance, inclusion, and action beyond awareness; and

**WHEREAS**, the State of California has affirmed this shift through proclamations that honor autistic individuals and recognize the vital role of regional centers and community partners—such as North Bay Regional Center—in providing services and supports; and

**WHEREAS**, the City’s Recreation, Parks & Marina Department offers adaptive, inclusive recreation programs—including the annual Infinity Run at Rush Ranch Open Space—to promote wellness, belonging, and community connection for autistic youth and their families, and these efforts were recently honored with a California Park & Recreation Society “Best of the Best” Award of Excellence; and

**WHEREAS**, Suisun City affirms the importance of supporting autistic individuals across their lifespan and takes the month of April to celebrate differences, learn more about autism, and empower autistic individuals.

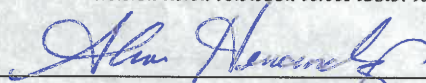
**NOW, THEREFORE**, I, Alma Hernandez, Mayor of the City of Suisun City on behalf of the Suisun City Council, do hereby proclaim April 2026 as

**“AUTISM ACCEPTANCE MONTH”**

in the City of Suisun City, and encourage all residents, businesses, schools, community organizations, and City departments to recognize and celebrate autistic individuals; to promote acceptance, inclusion, and accessibility; and to participate in events such as the Infinity Run and other community activities that honor neurodiversity and help ensure that every resident feels they belong.



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

  
Alma Hernandez, Mayor

ATTEST: \_\_\_\_\_

DATE: April 7, 2026

THIS PAGE INTENTIONALLY LEFT BLANK

Office of the Mayor  
Suisun City, California

# Proclamation



**WHEREAS**, since its origin in 1981 during the full second week of April, the telecommunications personnel in the public safety profession are honored; and

**WHEREAS**, this particular week is a time to celebrate and thank those who dedicate their lives to serving the community as Public Safety Dispatchers and appreciate their hard work and dedication to our residents by being ready to answer the call; and

**WHEREAS**, Public Safety Dispatchers serve our community by answering requests for law enforcement, fire, and ambulance services by dispatching the appropriate assistance as needed; and

**WHEREAS**, Public Safety Dispatchers provide critical assistance during a person's worst moments, being the calm reassurance in these situations, and are the first and most critical contact our community members have when calling emergency services; and

**WHEREAS**, the safety of our community, police officers, firefighters, and emergency medical services personnel are dependent upon the quality and accuracy of information obtained by the Public Safety Dispatcher; and

**WHEREAS**, Public Safety Dispatchers in Suisun City have contributed substantially to the safety of our residents through the apprehension of criminals, deterrence to unsafe and illegal behavior, suppression of fires, and sending medical aid while exhibiting compassion and professionalism; and

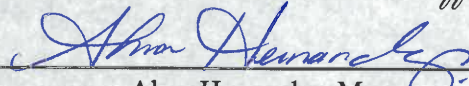
**WHEREAS**, Public Safety Dispatchers in Suisun City answered 32,769 telephone calls, made 8,217 outgoing calls, handled an additional 9,977 incoming 9-1-1 emergency calls, and created 23,434 police incidents and 3,551 fire incidents in 2025; and

**NOW, THEREFORE, BE IT RESOLVED**, that I, Alma Hernandez, Mayor of the City of Suisun City, on behalf of the Suisun City Council do hereby proclaim April 12-18, 2026, as

**"NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK"**

in the City of Suisun City and encourage residents to take the time to thank the hardworking Public Safety Dispatchers, who, to the best of their ability, provide support to our community and first responders, contributing to the safety of all.

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

  
Alma Hernandez, Mayor

ATTEST: \_\_\_\_\_

DATE: April 7, 2026



THIS PAGE INTENTIONALLY LEFT BLANK

Office of the Mayor  
Suisun City, California

# Proclamation



WHEREAS, the principle of fair housing is not only state and federal law and policy, but a fundamental human concept and entitlement for all citizens; and

WHEREAS, discrimination based on race, color, national origin, gender, disability, familial status (exclusion of minor children), religion, and other protected classes is illegal; and

WHEREAS, as a community we welcome all good neighbors, recognizing the contributions and richness tendered by a wide variety of people of all colors and ethnic backgrounds, religious traditions, ages, genders, levels of ability, etc.; and

WHEREAS, interested parties from both the private and public sectors will participate in a city, state and national effort to promote fair housing.

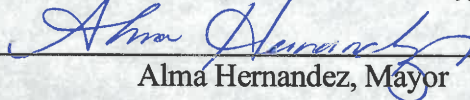
NOW, THEREFORE, I, Alma Hernandez, Mayor of the City of Suisun City, on behalf of the Suisun City Council, do hereby proclaim the month of April, Two Thousand and Twenty-Six to be:

## “Fair Housing Month”

in the City of Suisun City and urge all residents of our community to personally adopt the spirit of equal housing opportunity and adhere to the letter and character of the Fair Housing Laws.



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

  
Alma Hernandez, Mayor

ATTEST: \_\_\_\_\_

DATE: April 7, 2026

THIS PAGE INTENTIONALLY LEFT BLANK

**AGENDA TRANSMITTAL**

**MEETING DATE:** April 7, 2026

---

**AGENDA ITEM:** Council Adoption of Resolution No. 2026-\_\_\_: Authorizing the Award of a Construction Contract for the Installation of the Metal Building Previously Purchased for the Public Works Department’s Vacuum Truck and for SB 1383 Compost Storage.

---

**FISCAL IMPACT:** There is not impact to the General Fund from this item. Funding for the installation of the metal building is included in the FY 2025–26 Budget within the Sewer Maintenance Fund (F185) and the Solid Waste Fund (F130). The cost split will be 50-50, which equate up to a maximum of \$46,267.34 charging to these two Funds.

---

**STRATEGIC PLAN:** Public Safety. Sustainability and Stewardship.

---

**BACKGROUND:** On October 15, 2024, the City Council adopted Resolution No. 2024 138 approving the purchase of a metal building kit from Viking Manufacturing, Inc., intended to house the City’s vacuum truck (vac truck) and to provide indoor storage for a portion of the SB 1383 required annual compost procurement volume.

At the time of purchase, the vendor’s installation services were included in the purchase; however, Viking Manufacturing, Inc. subsequently discontinued all in house installation services, requiring the City to obtain installation services from a separate contractor. This led staff to solicit installation quotes from multiple vendors.

On September 2, 2025, Council adopted Resolution No. 2025 98, authorizing the purchase of installation services from J.B. Steel, LLC, based on their initially evaluated lowest quote.

Following adoption of Resolution No. 2025 98, staff identified that the bid from J.B. Steel, LLC did not comply with State of California Prevailing Wage requirements for public works construction. The contractor was unwilling to update the quote and perform the necessary work. As a result, no contract was executed with this vendor, and the installation of the metal building has not been completed.

Staff since re initiated a compliant procurement process to secure installation services from a qualified contractor in accordance with all Public Works and Prevailing Wage requirements.

---

**STAFF REPORT:** The metal building kit purchased in 2024 remains uninstalled due to the vendor’s discontinuation of installation services, the subsequent discovery that the lowest installation quote previously presented to Council did not meet Prevailing Wage requirement, and the vendor's updated quote exceeding the available budget for this project.

To move this project forward, staff has solicited installation bids from three (3) vendors and identified a responsible bidder, Marler Home Repairs & Renovations, that has appropriately included Prevailing Wage costs in their bid.

Approval of this item will allow the City to complete installation of the metal building so that the

vacuum truck may be secured indoors, protecting the City's investment, and so that a contained and covered storage space is available to support annual SB 1383 compost procurement compliance.

Staff's recommendation is to award a contract to Marler Home Repairs & Renovations for this work.

---

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2026-\_\_: Authorizing the Award of a Construction Contract for the Installation of the Metal Building Previously Purchased for the Public Works Department's Vacuum Truck and for SB 1383 Compost Storage.

---

**DOCUMENTS ATTACHED:**

1. Resolution No. 2026-\_\_: Authorizing the Award of a Construction Contract for the Installation of the Metal Building Previously Purchased for the Public Works Department's Vacuum Truck and for SB 1383 Compost Storage.

---

**PREPARED BY:**

Amanda Dum, Management Analyst II

**REVIEWED BY:**

Nouae Vue, Public Works Direction & City  
Engineer

**APPROVED BY:**

Bret Prebula, City Manager

---

**ATTACHMENTS:**

1. Resolution No. 2026-\_\_: Authorizing the Award of a Construction Contract for the Installation of the Metal Building Previously Purchased for the Public Works Department's Vacuum Truck and for SB 1383 Compost Storage.

**RESOLUTION NO. 2026-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE AWARD OF A CONSTRUCTION CONTRACT FOR THE  
INSTALLATION OF THE METAL BUILDING PREVIOUSLY PURCHASED FOR THE  
PUBLIC WORKS DEPARTMENT'S VACUUM TRUCK AND FOR SB 1383 COMPOST  
STORAGE**

**WHEREAS**, on October 15, 2024, the City Council adopted Resolution No. 2024-138 approving the purchase of a metal building kit from Viking Manufacturing, Inc. to provide covered storage for the City's vacuum truck and for a portion of the City's SB 1383-required compost procurement volume; and

**WHEREAS**, the purchase agreement with Viking Manufacturing, Inc. originally included installation services; however, following Council's approval of the purchase, Viking Manufacturing, Inc. discontinued all in-house installation services for their structures, thereby requiring the City to obtain construction and installation services from a separate vendor; and

**WHEREAS**, on September 2, 2025, the City Council adopted Resolution No. 2025-98 authorizing the purchase of installation services from J.B. Steel, LLC, based on staff's determination at the time that J.B. Steel, LLC had submitted the lowest qualified quote to erect the metal building; and

**WHEREAS**, J.B. Steel, LLC's submitted bid did not comply with Prevailing Wage (PW) requirement and the price increased substantially and beyond the available budget once a complaint bid was re-submitted; and

**WHEREAS**, staff has since re-initiated procurement efforts for building installation services in compliance with all public works requirements as well as withing the available budget for this project and now desires to bring forward a recommendation for award to a qualified contractor meeting Prevailing Wage obligations; and

**WHEREAS**, staff contacted three (3) vendors and has identified Marler Home Repairs & Renovations as the vendor submitting the qualified low bid amount to perform the work needed to construction the metal building at Prevailing Wage, and funds are available within the Sewer Maintenance Fund and the Solid Waste Fund (both original funding sources) to complete this work; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City does hereby authorize the City Manager, or designee, to execute the contract with Marler Home Repairs & Renovations (\$80,464.94) and approve change orders up to 15% of the bid amount

(\$12,069.74) for a maximum total award of \$92,534.68, and to take all necessary actions to complete the installation of the metal building.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 7<sup>th</sup> day of April 2026, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 7<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Anita Skinner  
City Clerk

**AGENDA TRANSMITTAL**

**MEETING DATE:** April 7, 2026

---

**AGENDA ITEM:** Council Adoption of Resolution No. 2026-\_\_\_: Approving a Professional Services Agreement with REP'd for Video Messaging and Engagement Services and Authorizing the City Manager to Execute the Agreement.

---

**FISCAL IMPACT:** The Statement of Work sets the cost of services at \$2,100 per month, for a total not-to-exceed contract amount of \$56,700 over the twenty-seven-month term. Rep'd will invoice the City in two installments: \$31,500 on or about April 1, 2026 for the first fifteen months of service, and \$25,200 on or about July 1, 2027 for the remaining twelve months.

---

**STRATEGIC PLAN:** This item supports the City's Strategic Plan by enhancing communication, transparency, and community engagement. The Rep'd platform provides an innovative tool for delivering timely information, increasing public awareness of City initiatives, and improving accessibility to City services.

---

**BACKGROUND:** The City is currently contracted with Rep'd and has been utilizing the platform as part of its broader communications and community engagement efforts. Under the proposed Master Service Agreement, Rep'd would continue providing a customized City-branded webpage experience that supports resident engagement, searchable responses, analytics, email marketing for video content, and information retrieval services. The agreement states that the software is intended to help elected officials and City staff engage with residents in a convenient, searchable format while also providing insights based on user interaction and content performance.

---

**STAFF REPORT:** The proposed Master Service Agreement is between the City of Suisun City and Barry Slater, Inc., doing business as Rep'd. The agreement describes the platform as a civic engagement tool and information retrieval service that analyzes user queries, searches indexed City content, and returns text-based or video-based responses. The agreement further provides that the City retains ownership of its content and data, while Rep'd is granted a limited license to host and use that content solely for purposes of providing the contracted services.

---

Appendix A, the Statement of Work, identifies the core deliverables to be provided during the term of the agreement: a customized Rep'd webpage branded for the City, technical support, account management, video hosting, and user engagement data and analytics. These services are intended to support the City's communication goals and expand public access to information through a centralized digital platform.

The agreement also includes provisions related to data use, confidentiality, security, maintenance, updates, intellectual property, indemnification, and termination. Of note, the agreement states that the software utilizes artificial intelligence to search, parse, and analyze City data in order to generate text-based or video-based responses. The agreement further notes that AI tools may not always yield perfect results and recommends human oversight for validation of critical findings. As with any public-facing software platform, staff should continue coordinating with the City Attorney and relevant departments to confirm the agreement language, data governance expectations, records retention practices, and

operational workflows prior to execution.

---

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve the Master Service Agreement and adopt Resolution No. 2026-\_\_\_: Approving a Professional Services Agreement with REP'd for Video Messaging and Engagement Services and Authorizing the City Manager to Execute the Agreement.

---

**DOCUMENTS ATTACHED:**

1. Resolution Approving a Professional Services Agreement with REP'd for Video Messaging and Engagement Services and Authorizing the City Manager to Execute the Agreement
2. Master Service Agreement

---

<b>PREPARED BY:</b>	Michael Elm, Administrative Technician
<b>REVIEWED BY:</b>	Bret Prebula, City Manager
<b>APPROVED BY:</b>	Bret Prebula, City Manager

---

**ATTACHMENTS:**

1. [Resolution Approving Rep'd Contract](#)
2. [Master Services Agreement - Rep-d](#)

**RESOLUTION NO. 2026 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH REP'D FOR  
VIDEO MESSAGING AND ENGAGEMENT SERVICES AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Suisun City entered into an agreement with Rep'd in 2024 to utilize its video messaging and engagement platform to enhance communication with the public; and

**WHEREAS**, Rep'd is a video messaging and engagement platform that enables the City to communicate more effectively with residents, businesses, and stakeholders through accessible and engaging content; and

**WHEREAS**, the City currently utilizes Rep'd services and has determined that continued use of the platform provides value in expanding outreach, improving communication, and supporting City initiatives; and

**WHEREAS**, the proposed Professional Services Agreement with Rep'd provides for continued video messaging and engagement services for a term beginning April 1, 2026, through June 30, 2028; and

**WHEREAS**, the total cost of the agreement is not to exceed Fifty-Six Thousand Seven Hundred Dollars (\$56,700) over the term of the agreement; and

**WHEREAS**, entering into this agreement supports the City's Strategic Plan goals related to transparency, communication, and community engagement.

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

1. Approves the Professional Services Agreement with Rep'd for video messaging and engagement services in an amount not to exceed \$56,700; and
2. Authorizes the City Manager, or designee, to execute the agreement and any necessary documents to implement the agreement; and
3. The City Manager is further authorized to take any and all actions necessary to implement this resolution.

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 7<sup>th</sup> day of April 2026, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 7th day of April 2026.

---

Anita Skinner  
City Clerk

## **Rep'd Master Service Agreement**

This Master Service Agreement (the “**Agreement**”), dated this \_\_\_\_\_ day of March, 2026, (the “**Effective Date**”), is by and between Barry Slater, Inc, a Delaware corporation, doing business as Rep’d, with offices located at 100 S. Bedford Road- Suite 340 Mount Kisco, NY 10549 (hereinafter “**Service Provider**”) and City of Suisun City California with offices located at Suisun City Hall, 701 Civic Center Blvd, Suisun City, CA 94585 (hereinafter "Suisun City" or "**Client**"), and together with Service Provider, the “**Parties**,” and each a “**Party**”).

**WHEREAS**, Service Provider has developed and owns certain proprietary software consisting of a civic engagement platform that powers the digital conversation between the elected leaders of various towns and cities and their residents and provides information retrieval services through query analysis and content matching (the "Software").

**WHEREAS**, Service Provider's platform consists of websites and software programs that are accessed through desktop, mobile web, and other applications. The Service Provider's platform, along with the Software provided and the websites accessed, is collectively referred to as “Services,” which is more fully described herein below.

**WHEREAS**, the elected leaders of Suisun City were duly elected by the voters of the municipality in which they serve. The Administrator(s) of such municipality help facilitate the business of such municipality.

**WHEREAS**, the purpose of this Agreement is to provide Client with a web-based platform to (1) enable the residents and electorate of Client to ask questions of and to engage the staff of Client all while enabling Client to provide direct answers to community questions in a convenient and searchable format (2) provide information, analytics, and insights to Client based on the engagement of the relevant electorate with the platform’s content (3) provide email marketing capabilities for video content created and posted by Client , and (4) provide information retrieval services more fully detailed herein.

**WHEREAS**, Client desires to retain Service Provider to provide Services, as defined herein below, and Service Provider is willing to provide Services during the Term of this Agreement (See Section 7 under the terms and conditions more fully set forth below).

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Client agree as follows:

### **1. Services.**

a. Civic Engagement Platform- Service Provider shall provide to Client the Services set out in a Statement or Statements of Work to be issued by Service Provider and accepted by a duly authorized representative of Client (each, a “Statement of Work”). Statements of Work shall be attached as chronological appendices and shall be fully incorporated herein by reference. If Client seeks to utilize the services of Service Provider after the Term of this Agreement expires, then the Parties may

renew in writing or enter into an Additional Statement of Work upon mutual agreement. Any Additional Statement of Work shall include the term, deliverables, and cost(s) for additional term and/or services sought by Client. In the event an Additional Statement of Work is agreed to in writing by the Parties, such Additional Statement of Work shall be deemed accepted by both Parties to this Agreement only if such Additional Statement of Work is signed and dated by the Service Provider Agreement Manager and the Client Agreement Manager, appointed pursuant to Section 9.(a) and Section 10.(a), respectively. Any Additional Statement of Work that is issued after the date of this Agreement, and which is signed and dated by both Parties, shall be fully incorporated into this Agreement herein by reference and shall be binding upon the Parties to this Agreement.

b. Information Retrieval Services - Service Provider shall provide Client with access to its proprietary information retrieval Software that allows individuals who use the Software ("User") to enter queries through a user interface, analyzes queries to identify relevant keywords, synonyms, and related concepts, search Service Provider's vast index of data and information for content that matches the analyzed query; and returns information relevant to the User's query.

## **2. Service Provider's Grant of License.**

(a) **Grant of Software License.** Subject to the terms and conditions of this Agreement, Service Provider hereby grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable, subscription-based license in the following way:

(i) **Permitted Use.** Client is permitted to run and use the Software and Platform during the term of this Agreement in connection with the Services described in Appendix A for Client's governmental purposes; and

(ii) **Public Users.** Service Provider shall grant to an unlimited number of Public Users, a personal, non-exclusive, and non-transferable license during the Term of this Agreement for Public Users to access and use the front-end public-facing Platform via local personal computer-based internet browsers for their own end-use and not for redistribution. Client acknowledges that such use of the Platform by Public Users may be subject to Service Provider's Terms of Use, Privacy Policy, or other such terms and conditions as Service Provider deems necessary. Client is not responsible for Public User conformance or non-conformance with Service Provider's terms and conditions.

(b) **Query Analysis Technology.** Client acknowledges that Service Provider's proprietary Query Analysis Technology, including algorithms, methodologies, and processes used to identify relevant keywords, synonyms, and related concepts, and to match and retrieve information in response to Queries, constitutes Provider's valuable trade secrets and Confidential Information. Nothing in this Agreement shall be construed as granting Client any rights in or to such Query Analysis Technology.

## **3. Client's Grant of License.**

- (a)** Client grants to Service Provider, throughout the Term of this Agreement, a limited, revocable, non-exclusive license to use, reproduce, host, display, transmit, distribute, save, and store the Client's data and content by and through the use of the Services. This license is strictly limited to the Term of this Agreement and solely for the purpose of providing the Services defined herein. Client shall have the right to permit constituents, as the end Users, to access the content solely for their own end use and not for redistribution. Nothing in this Agreement shall be construed as granting to Service Provider any rights in or to such content, data, or information that is the intellectual property or proprietary rights of the Client, Client's designee, or third party.
- (b)** The grant of the license to use the content created by Client shall not relieve Client from its obligation to ensure that all content provided by Client to Service Provider does not implicate the following:

  - (i)**
  - (ii)** violate any law or regulation;
  - (iii)** contain defamatory, obscene, harmful to minors or child pornography;
  - (iv)** contains any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or
  - (v)** is materially false, misleading or inaccurate.
- (c)** Client has obtained all required licenses and/or consents from any third party who may have intellectual property and/or other proprietary rights to the data or content created by Client or the Client's designee to enable Service Provider to utilize the data or content pursuant to this Agreement.

#### **4. Ownership and Use of Data.**

- (a)** Except as provided in Section 2, the Parties agree that Client shall have the sole and exclusive right to the ownership of all types of Client data and content provided to Service Provider and all data collected by Service Provider through Client's use of the Services. Such Client data includes but is not limited to content, video files, images, internal policies, basic identity/demographic data, account data, engagement data, behavioral data, attitudinal data, email data, and User communications transmitted via the Services. All such Client data must only be utilized by Service Provider to improve the experience of Client and on-site engagement analytics. Service Provider shall have the right to use digital tools to track webpage views, test variables, gauge website performance, track website behavior, sharing, engagement, and bounces and exits, however Client will own the data results of Service Provider's use of those tools. Client may utilize and will own any data that Service Provider is required to share with Client as a result of the Services described in Appendix A. Service Provider hereby

relinquishes and releases any claim to the ownership of any and all Client data and content collected by and through Client's use of the Services.

- (b)** Service Provider agrees that Service Provider shall not use, sell, rent, transfer, distribute, loan, or otherwise disclose or make available Client data for Service Provider's own purposes or for the benefit of anyone other than Client without Client's prior written consent.
- (c)** Service Provider's use of Client's data or content shall NOT:
  - (i)** infringe upon any intellectual property or publicity/privacy right;
  - (ii)** violate any law, regulation, provision of this agreement or technology standards consistent with industry standards;
  - (iii)** be used in any way that is defamatory, obscene, harmful to minors, or harmful to Client, its agents, and employees;
  - (iv)** be used in such a way to portray Client data or content as materially false or inaccurate;
  - (v)** use SUISUN CITY's data or content to create manipulative marketing campaigns, mislead the public, or spread misinformation;
  - (vi)** use or knowingly allow third-parties to use AI or other technology to manipulate Client's data, video files or images provided to Service Provider, or created by Service Provider as a result of User queries pursuant to Section 1 and Section 5, to create or distribute fraudulent Deepfakes.
- (d)** Except as provided in Section 2, all deliverables required under this Agreement, including materials, reports, analytic results, policies, content and all other applicable deliverables pursuant to Appendix A, whether in written or electronic form, shall remain the exclusive property of Client and shall inure to the benefit of Client as works for hire; Service Provider shall not use, sell, rent, transfer, distribute, loan, or otherwise disclose or make available such deliverables for Service Provider's own purposes or for the benefit of anyone other than Client without Client's prior written consent. In addition, Service Provider may not, regarding all work product, services, or deliverables required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of Client. Service Provider shall not use deliverables subject to this Agreement in any manner for any other purpose without the express written consent of Client.
- (e)** Client reserves the right to revoke Service Provider's license to use Client's data should Service Provider violate any of the foregoing or otherwise alter or use Client's data in any other way that Client, in its sole discretion, deems harmful to its agents, employees, or the public. If Client, in its sole option, elects to revoke Service Provider's license to use Client's data, Client shall provide written notice to Service Provider, which shall include the actions considered objectionable and Client's reason for revocation of Service Provider's license to use Client's

data. Upon receipt of such notice, Service Provider shall immediately cease and desist using Client's data in the manner outlined in Client's notice.

## **5. Information Retrieval Services Through Query Analysis and Content Matching.**

### **(a) Definitions**

- (i)** "Query" means a search request submitted by a User through the Software interface for the purpose of retrieving relevant information from the Service Provider's data index.
- (ii)** "Data Index" means Service Provider's compilation of Client data, information, and content that is searched by the Software in response to Queries.
- (iii)** "Query Analysis Technology" means Service Provider's proprietary methods, algorithms, and processes for analyzing Queries to identify relevant keywords, synonyms, and related concepts for the purpose of retrieving relevant information.

### **(b) Query Analysis and Information Retrieval.**

The Software shall analyze Queries submitted by Users to identify relevant keywords, synonyms, and related concepts, and shall search Service Provider's Data Index to retrieve and return information relevant to such Queries. Service Provider does not guarantee that the information returned in response to any Query will be complete, accurate, or relevant to Client's or User's intended purpose.

### **(c) Use of Artificial Intelligence.**

The Software utilizes Artificial Intelligence ("AI") to search, parse through, and analyze Client Data as provided by Client. Service Provider then uses an automated process to scrape through the internal data and then extract from it a text-based response or a video response. The primary goal of these technologies is to obtain targeted information more quickly, increase staff efficiency, and enhance communication. All AI applications are operated in accordance with applicable privacy regulations and internal data protection policies. While AI tools and technologies are designed to enhance efficiency and accuracy, they operate based on algorithms and probabilistic models that may not always yield perfect results.

### **(d) Disclaimer Relative to the Use of Artificial Intelligence.** Except as provided by Section 3, Section 4, Section 15, and Section 18, by engaging the services of Service Provider, Client acknowledges and agrees to the following:

- (i)** The AI systems may process data that includes personal, confidential, or proprietary information. All data is handled in accordance with applicable privacy laws and internal data governance policies.
- (ii)** No Guarantee of Accuracy: The AI may misidentify or overlook certain information. Human oversight is recommended to validate critical findings.

- (iii) Security Measures: Service Provider shall implement robust security protocols at least as consistent with industry standards, to protect Client data. However, no system is entirely immune to risk, and we cannot guarantee absolute data security.
- (iv) Limitation of Liability Relative to Use of AI Tools: Service Provider shall not be held liable for any direct or indirect damages resulting from the use of AI tools, including but not limited to errors in data identification, breaches of confidentiality, or regulatory non-compliance.

## **6. Data Index, Maintenance and Updates.**

Service Provider shall use commercially reasonable efforts, consistent with industry standards, to regularly maintain and update the Services and Data Index to ensure the currency, relevance, and functionality of the information available through the Services. Service Provider shall determine the frequency and scope of such updates in its discretion, consistent with industry standards.

- (a) Defects and Functional Specifications. Service Provider warrants that the Services shall be without material defect(s) for the Term of this Agreement and shall substantially conform to the expectations set forth in Appendix A and industry standards for the Services provided. If the Services do not perform as warranted, Service Provider shall use reasonable efforts consistent with industry standards, to cure the material defect(s). Should Service Provider be unable to cure the material defect(s), Client may terminate this Agreement as described in Section 12, and Service Provider shall issue a prorated refund to Client of any pre-paid fees for Services after the effective date of termination. Parties agree that termination is not Client's only remedy for Service Provider's failure to comply with the terms, conditions, and obligations stated herein.
- (b) Updates, Patches, and Maintenance. Throughout the Term of this Agreement, Service Provider may update, enhance, or modify the Services from time to time, provided that Service Provider adheres to the foregoing provisions. Service Provider shall determine the frequency and scope of such updates in its reasonable discretion. Service Provider shall notify Client as soon as reasonably practicable of any scheduled material upgrades, modifications, patches, and/or maintenance, which shall be performed at no additional cost to Client.
- (c) Testing and Performance. Service Provider shall test and certify upgrades and patches to ensure that Services work properly. Upon implementation of Services, Service Provider shall ensure Client is utilizing the latest version of its Services, at no additional cost to Client throughout the Term of this Agreement.
- (d) Trade Secrets. Client acknowledges that Service Provider's proprietary Query Analysis Technology, including algorithms, methodologies, and processes used to identify relevant keywords, synonyms, and related concepts, and to match and retrieve information in response to Queries, constitutes Service Provider's valuable trade secrets and Confidential Information. Nothing in this Agreement shall be construed as granting Client any rights in or to such Query Analysis Technology.

- (e) **Changes in Functionality.** During the term of this Agreement, Service Provider shall not reduce or eliminate functionality of the Services. Where Service Provider has reduced or eliminated functionality of the Services, Client, at Client's sole election and in Client's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Service Provider will immediately adjust the services fees accordingly on a prospective basis. Where Service Provider has introduced like functionality in other services, Client shall have an additional license and subscription right to use and access the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Service Provider increases functionality in the Services, such functionality shall be provided to Client without any increase in cost to the Client, unless expressly provided otherwise in Appendix A.

**7. Term.**

The term of this Agreement will commence on the Effective Date set forth above and will continue until terminated by either party as provided in Section 12 below (the "Term"). Notwithstanding the foregoing, so long as any one or more Statements of Work entered into pursuant to this Agreement remain in effect, this Agreement shall not terminate with respect to said Statements of Work but shall continue to govern the same until the expiration or termination of said Statements of Work unless said Statement of Work is specifically terminated per the terms of Section 12 herein.

**8. Compliance with Laws, Regulations, and Adherence to Standards.**

- (a) **Compliance with Applicable Laws.** In providing the Services, the Service Provider shall comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Sections 2701 through 2712, Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq. At no additional cost to Client, Service Provider shall provide to Client regulatory compliance assistance, which includes updates on legal requirements, regular compliance reviews, and necessary adjustments to the functionality of the Services.

- (b) **Compliance with Accessibility Standards.** The Service Provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**9. Service Provider Obligations.**

In addition to providing the Services, Service Provider shall:

- (a) Designate a person that it determines, in its sole discretion, to be capable of acting as the primary contact/authorized representative with respect to all matters pertaining to this Agreement (the "**Service Provider Agreement Manager**").
- (b) Designation of the Service Provider Agreement Manager shall remain in full force and effect unless and until a successor Service Provider Agreement Manager is appointed and Service Provider provides written notice to the duly authorized representative of Client of the change.

- (c) Utilize Employee(s) and/or Contractor(s) that Service Provider deems sufficient to perform the Services contemplated herein and as is set forth in each Statement of Work, (collectively, with the Service Provider Agreement Manager, “**Provider Representative(s)**”): provided that Service Provider remains fully obligated hereunder for any Services contracted to third parties
- (d) Maintain records relating to the provision of the Services under this Agreement. During the Term of this Agreement, upon Client's written request, Service Provider shall allow Client to inspect and make copies of such records in connection with the provision of the Services. Client shall provide Service Provider with at least 2 (two) business days' advance written notice of Client's desire to inspect such records.
- (e) Take all commercially reasonable steps to prevent Service Provider-caused delays in the Service Provider’s provision of the Services.

#### 10. **Client Obligations.**

Client shall:

- (a) Designate a person that it determines, in its sole discretion, to be capable of acting as the primary contact/authorized representative with respect to all matters pertaining to this Agreement (the “**Client Agreement Manager**”).
- (b) Designation of the Client Agreement Manager shall remain in full force and effect unless and until a successor Client Agreement Manager is appointed and a duly authorized representative of Client provides written notice to the Service Provider of the change.
- (c) Cooperate with the Service Provider in the performance of the Services.
- (d) Promptly respond to any reasonable requests from the Service Provider relative to the provision of the Services.
- (e) Take all steps necessary to obtain any and all required licenses or consents to enable Service Provider to use the content created by Client and/or its designee and/or to otherwise use such content in connection with Service Provider’s Services to Client.
- (f) Take all commercially reasonable steps to prevent Client-caused delays in the Service Provider’s provision of the Services.
- (g) Have the means to reasonably monitor, control and regulate any content created or utilized by Client and/or the Client designees by and through the Services, which includes, but is not limited to, postings, images, video, account information, emails, messages and any other User communications posted to, stored on or transmitted via Service Provider’s Services.

#### 11. **Fees and Expenses.**

- (a) In consideration of the Services provided by the Service Provider and the rights granted to Client under this Agreement, Client shall pay undisputed fees to Service Provider as set forth in

the Statement of Work. Full payment to Service Provider of the fees set forth in the Statements of Work shall constitute payment in full for the performance of the Services. Unless otherwise provided in the Statement of Work, said undisputed fees shall be due and payable within 30 (thirty) calendar days of receipt by Client of an itemized invoice from Service Provider.

- (b) If payment is not made within 30 (thirty) calendar days of receipt by Client of Service Provider's undisputed invoice, then such undisputed invoice shall be considered late. All late payments for undisputed invoices shall bear and be subject to interest at the lesser of the rate of 1.5% per month, or the highest rate permissible under applicable law, calculated daily and compounded monthly.
- (c) Service Provider shall provide Client with a listing of all expenses that either will be incurred, or are likely to be incurred, by Service Provider in providing the Services contemplated herein. Service Provider shall not incur any such expenses without the written consent and approval of the Client Agreement Manager.
- (d) Service Provider shall be responsible for all costs and expenses incurred by Service Provider, personnel of Service Provider and subcontractors of Service Provider, in connection with this Agreement, including, without limitation, payment of salaries, fringe benefit contributions, payroll taxes, withholding taxes, and other taxes or levies, office overhead expenses, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.
- (e) Client shall reimburse Service Provider for only those expenses that were pre-approved in writing. Client shall reimburse Service Provider's pre-approved expenses within 30 (thirty) days of receiving an invoice from the Service Provider with relevant receipt(s) and/or reasonable documentation supporting the expense incurred. If payment is not made within 30 (thirty) days of receipt of the undisputed invoice for expenses, then the undisputed invoice for expenses shall be considered late. All late payments shall bear and be subject to interest at the rate of 1.5% per month, not to exceed ten percent (10 %) annually, or the maximum rate permitted by applicable law, whichever is less, calculated from the due date until paid, calculated daily and compounded monthly.

## **12. Termination**

- (a) **Notice and Opportunity to Cure.**
  - (i) If Client believes that Service Provider has breached a material provision of this Agreement, then the duly authorized representative of Client shall provide written notice to the Service Provider, notifying Service Provider of the specific provision of the Agreement that Client believes has been breached, along with sufficient detail to allow Service Provider an opportunity to cure such alleged breach.
  - (ii) Upon receipt of written notice from the duly authorized representative of Client of the provision of the Agreement that Client believes Service Provider has breached, then

Service Provider shall use reasonable commercial efforts to promptly cure any such breach.

- (iii) If Service Provider is unable to cure any such breach within 30 (thirty) days of written notice from Client, then Client may, at its option, terminate the Agreement by serving written notice of termination to Service Provider.
- (iv) In the event the Agreement is terminated pursuant to Section 12(a)(iii) above, Service Provider shall, within 30 days after the effective date of termination, refund to Client any unearned fees paid by Client as of the date of termination for Services not rendered on a pro-rated basis.
- (b) Either Party may terminate this Agreement, effective upon written notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party:

  - (i) Breaches a material provision of this Agreement, and such breach is incapable of cure.
  - (ii) Becomes insolvent or admits its inability to pay its debts generally as they become due.
  - (iii) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 business days after filing.
  - (iv) Is dissolved or liquidated or takes any corporate action for such purpose.
  - (v) Makes a general assignment for the benefit of creditors.
  - (vi) A receiver, trustee, custodian, or similar agent is appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (c) In addition to all other remedies available under this Agreement or at law (which the Service Provider does not waive by the exercise of any rights hereunder), Service Provider shall be entitled to suspend the provision of any Services if Client fails to pay any undisputed fees when due hereunder.
- (d) Notwithstanding anything to the contrary in Section 12.(b), Service Provider may terminate this Agreement before the expiration date of the Term on written notice to Client if Client fails to pay any amount when due hereunder and: (a) such failure continues for 15 (fifteen) days after Client's receipt of written notice of nonpayment of undisputed fees; or (b) if Client is late with 3 (three) payments of undisputed fees in any 6 (six) month period.
- (e) **Termination for Convenience.** Without limiting the right of a Party to terminate this Agreement as provided for herein, a Party may terminate this Agreement for convenience upon not less than thirty (30) days prior written notice to the other party.

**(f) Payments upon Termination for Convenience.** Upon the termination of this Agreement, Client shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, and Service Provider shall pay to Client all amounts due and payable hereunder, such as any unearned, prepaid fees. Any prepaid funds shall be refunded to Client.

**(g) Return of Client Data.** Upon termination or expiration of the Agreement, Service Provider shall, within thirty (30) business days following the termination or expiration of the Agreement, make all Client data available for download by the Client in a reasonably standard format, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider). Further, Service Provider shall destroy and certify to Client the destruction of any Client data within the possession or control of Service Provider, but such destruction shall occur only after the Client data has been made available for download by the Client for at least sixty (60) days following termination or expiration of the Agreement. This paragraph shall survive the termination or expiration of the Agreement.

### **13. Warranty by Client:**

**(a)** Client warrants that (i) it has the right to enter into this Agreement and the authority to grant the rights granted herein, and (ii) it is not a party to any agreement, contract, or understanding that would prevent, limit or hinder Client's performance of this Agreement.

**(b)** Client represents and warrants that (i) Client or Client's designee owns the content transmitted by Client or Client's designee on, through or in connection with the Services, or otherwise has the right to grant the license set forth in this Section 3, and (ii) the transmission of content by Client or Client's designee on, through or in connection with the Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. Client agrees to pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of any content transmitted by Client or Client's designee on or through the Services.

**(c)** Client further represents and warrants that Client has obtained or will obtain any and all required licenses or consents to enable Service Provider to use the content created by Client or Client's designee and/or to otherwise use such content in connection with Service Provider's Services.

**(d)** Except as provided in Section 3, nothing in this Section or Agreement shall be construed as granting to Service Provider any intellectual property rights in or to such content, data, or information that is the intellectual property or proprietary rights of Client, Client designee, or third party.

### **14. Limited Warranty by Service Provider**

**(a)** Service Provider warrants the following:

- (i)** That Service Provider shall perform the Services in accordance with the terms of this Agreement and subject to the conditions set forth in the Statement of Work and consistent with industry standards.
  - (ii)** That Service Provider shall utilize personnel with the skill, experience, and qualifications necessary for Service Provider to fulfill its obligations under the terms of this Agreement.
  - (iii)** That Service Provider shall provide its Services in a timely and professional manner in accordance with generally recognized industry standards for similar services and in accordance with applicable law.
  - (iv)** That Service Provider has obtained or will obtain any and all required licenses or consents to enable Service Provider to provide the Services.
  - (v)** That the Services, and Client's use thereof as contemplated under this Agreement, do not and will not infringe, misappropriate, or otherwise violate any patent, copyright, trademark, trade secret, or other intellectual property right of any third party.
  - (vi)** That as of the effective date of this Agreement, there is no suit, claim, action, administrative proceeding, or investigation pending or, to Service Provider's knowledge, threatened against Service Provider alleging that the Services infringe, misappropriate, or otherwise violate the intellectual property rights of any third party.
  - (vii)** That Service Provider will use its best efforts, but not less than commercially reasonable efforts, to ensure that no computer viruses, worms, malware, or similar items (collectively, a "Virus") are introduced into Client's computing and network environment by the Services, and that, where it transfers a Virus to Client through the Services, it shall reimburse Client the actual, documented cost incurred by Client to remove and/or recover from the Virus, including the costs of persons employed by Client to perform such services.
  - (viii)** That the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of Client data will result from such items if present in the Services.
  - (ix)** That in the case of Client's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, technical support, maintenance, and extract of Client data.
- (b)** Service Provider makes no representations or warranties with respect to any content created by Client and/or any conduct of Client relative to the use of any such content. Client is solely and exclusively responsible for Client's creation, use, interaction with or reliance on any content created and/or utilized by Client and the conduct of Client in the use of any such content.
  - (c)** Service Provider is not a party to, is not involved in, has no interest in, makes no representations or warranties and has no responsibility or liability with respect to any

communications, transactions, interactions, disputes or any relations whatsoever between Client and any other person or organization.

- (d) Except for that which is otherwise set forth in Section 14.(a), service provider makes no warranties, express or implied. This disclaimer shall apply to the fullest extent provided by law.

**15. Data Security**

Client acknowledges and agrees that if Service Provider utilizes third-party service providers to host and provide the Services and/or store Client data, then the protection of such Client data shall be in accordance with such third-party's safeguards for the protection and the security and confidentiality of Client's data. At a minimum, Service Provider shall maintain privacy, security, and disaster recovery protocols consistent with industry standards, and all hosting of Client data and backups shall be located within the United States. Service Provider is prohibited from selling the Client's data and/or confidential information to any third parties.

**16. Digital Millennium Copyright Act ("DMCA")**

It is Service Provider's policy to expeditiously respond to notices of alleged copyright infringement that comply with the United States Digital Millennium Copyright Act ("DMCA"). Content creators can use the DMCA takedown notices to protect their content and other intellectual property from unauthorized use or infringement on social media platforms and other websites. Social media and other online platforms, such as the Service Provider's platform, are required to remove access to alleged infringing material upon receipt of a valid notice sent pursuant to the DMCA. Failure to comply with a DMCA takedown notice puts Service Provider at risk of losing its "Safe Harbor" protection, which shields it from liability for copyright and/or other intellectual property infringement.

If a valid DMCA takedown notice is received by Service Provider, then Service Provider will take prompt action to temporarily disable access to the alleged infringing material. Service Provider will provide the DMCA takedown notice to Client within 7 (seven) business days of its receipt. Client shall promptly notify Service Provider of whether Client believes the takedown notice was issued in error or if the alleged infringing material should be removed.

If Client believes the alleged infringing material should be removed, Service Provider will take prompt action to remove the alleged infringing material. If Client believes the takedown notice was issued in error and desires to contest the takedown, then Client must submit a written counter-notification to challenge the takedown. Client must submit the counter-notification to challenge the takedown directly to the Service Provider. Service Provider will promptly forward the counter-notification to the party alleging infringement. If the party alleging infringement does not file legal action against Client and/or Service Provider within 14 (fourteen) business days from receipt of Client's counter-notification, upon the written request of Client, Service Provider will remove the temporary hold and allow access to the claimed infringing content.

In the event legal action is filed against Service Provider due to Client's refusal to allow Service

Provider to comply with the takedown notice, then Client shall defend, indemnify, and hold the Service Provider harmless.

## **17. Limitations of Liability**

- (a)** Except for the negligence or criminal conduct of Service Provider, Service Provider, along with its parents, affiliates, subsidiaries, representatives, shareholders, successors, and assigns, shall under no circumstances be liable to Client for any access to, use of, or reliance on Client's content which may be accessed through Service Provider's Services by Client or any third-party. Except for the negligence or criminal conduct of Service Provider, Service Provider shall in no way be liable for any harm, injury, loss, or damages of any kind incurred by Client or anyone else (including, without limitation, direct, indirect, incidental, special, consequential, statutory, exemplary, or punitive damages). This limitation of liability applies regardless of, but is not restricted to, whether the alleged liability, harm, injury, loss or damages arose from authorized or unauthorized access to or use of our Services or content accessed through our Services; any inability to access or use our Services or content accessed through our Services, or any removal, deletion, limitation, modification, interruption, suspension, discontinuance or termination of our Services or content accessed through our Services. Except for the negligence or criminal conduct of Service Provider, this limitation of liability also applies regardless of, but is not restricted to, whether the alleged liability, harm, injury, loss, or damages arose out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable.
- (b)** Except for the negligence or criminal conduct of Service Provider, these limitations will also apply with respect to damages resulting from any transactions or potential transactions, goods or services promised or exchanged, information or advice offered or exchanged, or other content, interactions, representations, communications, or relations through, related to, or as a result of the provision of Services or content accessed through our Services (including, without limitation, any links on our Services and links in content accessed through our Services).

## **18. Confidential Information, Intellectual Property.**

- (a)** During the Term, and for a period of two (2) years following the expiration or termination of the Agreement, each Party (the "Receiving Party") will retain in confidence all non-public information, technology, materials, trade secrets and know-how of the other Party (the "Disclosing Party") disclosed to or acquired by the Receiving Party pursuant to or in connection with this Agreement that is either designated as proprietary or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary or confidential ("Confidential Information"); provided that each Party may disclose the terms and conditions of this Agreement to any of its employees or representatives with a need to know and its immediate legal and financial consultants in the ordinary course of its business, or as otherwise required by law including the California Public Records Act, subpoena, or court order. The Parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Receiving Party will protect the Confidential Information of the Disclosing Party, taking precautions at

least as great as those taken to protect its own confidential information of a similar nature, but in no event less than reasonable precautions.

- (b) Each Party shall use its best efforts to assist the other Party in identifying and preventing any unauthorized use or disclosure of any Confidential Information, Without limiting the foregoing, each Party shall notify the other Party immediately in writing in the event either Party learns of or has reason to believe that there was or will be any unauthorized use or disclosure of any of the other Party's Confidential Information and each Party will cooperate in good faith to remedy such occurrence to the extent reasonably possible.
- (c) Each Party agrees that the Confidential Information and all intellectual property and trade secrets of the other Party existing now or developed later by the other Party shall remain the exclusive property and trade secrets of the other Party. Each Party agrees not to copy, reproduce, sell, transfer, dispose of, give, disclose or otherwise disseminate any Confidential or Proprietary Information, Trade Secrets, and intellectual property of the other Party unless such disclosure or dissemination is required to comply with applicable laws or regulations, including Freedom of Information laws and regulations.
- (d) Notwithstanding anything to the contrary herein, Service Provider acknowledges and agrees that Client is a municipal entity and nothing herein shall restrict its obligations disclose information as may be required by law.
- (e) Pursuant to Section 3 and Section 4, Service Provider is prohibited from selling to any third parties Client's data, confidential information, intellectual property, and/or any and all proprietary information that Service Provider obtains through this Agreement, and this Section will survive termination or completion of this Agreement.

## 19. Indemnification and Defense

(a) **Service Provider shall indemnify Client.**

Except as provided by the limitations in the other Sections of this Agreement, Service Provider shall indemnify, defend, and hold harmless Client, its elected officials, officers, directors, employees, agents, and representatives (each, an "Indemnatee"), from and against any and all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, suits, fines, or judgments (each, a "Claim" and collectively, the "Claims") including attorney fees, costs, and expenses incidental thereto, of any kind or nature, to the extent that the Claims are caused by, or arise out of, or relate to any act or omission of the Service Provider or Service Provider's officers, employees, agents, representatives, and/or subcontractors in the performance or breach of the Services and responsibilities under this Agreement. Service Provider's obligations under this paragraph shall survive the expiration or termination of this Agreement.

(b) **Client shall Indemnify Service Provider.**

Except as provided by the limitations in the other Sections of this Agreement, Client shall indemnify, defend, and hold harmless Service Provider, its employees, agents, and

representatives, from and against any and all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of Client, its employees, or agents in the performance or breach of the Services and responsibilities under this Agreement.

**(c) Indemnification Relative to the Digital Millennium Copyright Act ("DMCA")**

Client shall defend, indemnify, and hold the Service Provider harmless from and against any and all claims, suits, damages, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, to which they may be subject to because of or related to any claim or legal action filed against Service Provider due to Client's refusal to allow Service Provider to comply with a valid takedown notice because of or related to any claim that the intellectual property rights of a content creator have been violated through the use of Service Provider's Services.

- (d) Cyber Theft.** To the maximum extent permitted by law, Service Provider shall indemnify, defend and hold each of the Indemnitees free and harmless, and pay reasonable attorneys' fees and costs, with respect to any and all Claims to the extent arising out of, related to, or incurred in connection with any destruction, or unauthorized access to, use, or theft of Client Data (collectively, "cyber theft") provided, however, that Service Provider's liability for cyber theft shall be limited to the cyber liability insurance policy limits set forth in this Agreement.

**20. Subcontractors.** Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without Client's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Service Provider's use of subcontractors shall not relieve Service Provider of any of its duties or obligations under this Agreement.

**21. Insurance.**

- (a) Minimum Scope and Limits of Insurance.** Service Provider shall procure and at all times during the Term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- (i)** Commercial General Liability Insurance with a minimum limit of \$1,000,000.00;
- (ii)** Workers Compensation complying with applicable statutory requirements; and
- (iii)** Cyber liability with a minimum limit of \$2,000,000 per occurrence providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of Client Data; (ii) data breach including theft, destruction, and/or unauthorized use of Client Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of Client Data.

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

- (c)** Additional Insured. The commercial general and cyber liability policies shall contain an endorsement naming Client and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.
- (d)** Primary and Non-contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Client. Any insurance or self-insurance maintained by Client, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Service Provider's insurance and shall not contribute with it.
- (e)** Service Provider's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Service Provider and Service Provider's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Service Provider hereby waives all rights of subrogation against Client.
- (f)** Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Client. At Client's option, Service Provider shall either reduce or eliminate the deductibles or self-insured retentions with respect to Client, or Service Provider shall procure a bond guaranteeing payment of losses and expenses.
- (g)** Cancellations or Modifications to Coverage. Service Provider shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general liability policy required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Client. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Service Provider shall, within two Business Days of notice from the insurer, phone, fax or notify Client via certified mail, return receipt requested, of the cancellation of or changes to the policy.
- (h)** Client Remedy for Noncompliance. If Service Provider does not maintain the policies of insurance required under this Section in in full force and effect during the term of this Agreement, or in the event any of Service Provider's policies do not comply with the requirements under this Section, Client may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Client may, but has no duty to, take out the necessary insurance and pay, at Service Provider's expense, the premium thereon. Service Provider shall promptly reimburse Client for any premium paid by Client or Client may withhold amounts sufficient to pay the premiums from payments due to Service Provider.
- (i)** Evidence of Insurance. Prior to the performance of Services under this Agreement, Service Provider shall furnish Client's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to Client's approval. Service Provider may provide complete, certified copies of all required insurance policies to Client. Service Provider shall maintain current endorsements on file with Client's Risk Manager. Service Provider shall provide proof to Client's Risk Manager that insurance policies expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Service Provider shall furnish such proof at least two weeks prior to the expiration of the coverages.

(j) Indemnity Requirements not Limiting. Procurement of insurance by Service Provider shall not be construed as a limitation of Service Provider's liability or as full performance of Service Provider's duty to indemnify Client under Section 19 of this Agreement.

(k) Subcontractor Insurance Requirements. Service Provider shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

**22. Conflict with Statement of Work**

A particular Statement of Work may contain terms in addition to those contained herein. The provisions of this Agreement shall control over any conflicting provisions in any Statement of Work, except to the extent that a provision of this Agreement is expressly superseded by the terms of such Statement of Work.

**23. Entire Agreement.**

This Agreement, including and together with any related Statements of Works, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Statement of Work, the terms and conditions of this Agreement shall supersede and control.

**24. Notices.**

All notices, consents, requests, demands and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or made: (i) when delivered personally to recipient; (ii) on the business day sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient (with written confirmation of receipt); (iii) one (1) business day after being deposited for overnight delivery if delivered by a nationally recognized overnight courier, charges prepaid (with written confirmation of receipt); or (iv) three (3) business days after being sent through United States Mail by registered or certified mail, return receipt requested and postage prepaid. Notice shall be given in each case to the following addresses (or to such other address as a Party may specify in the future by notice given to the other Parties pursuant to this provision):

**(a) Notice to Client:**

City of Suisun City California  
Suisun City Hall, 701 Civic Center Blvd, Suisun City, CA 94585

with email to: bprebula@suisun.com.

**(b) Notice to Service Provider:**

Barry Slater, Inc. d/b/a Rep'd  
100 S. Bedford Road- Suite 340  
Mount Kisco, NY 10549

with email to mike@repd.us.

**25. Survival**

All indemnity provisions of this Agreement shall survive termination, expiration, completion or cancellation of this Agreement. The confidentiality obligations set forth in Section 18 shall survive the termination or completion of the Agreement.

**26. Severability.**

If any provision of this Agreement is held invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision, it will become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**27. Amendments.**

No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

**28. Waiver.**

No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right remedy, power, or privilege.

**29. Assignment.**

The Parties may not assign or transfer this Agreement, in whole or in part, without the other Party's express prior written consent, which shall not be unreasonably withheld. Neither party shall assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement, including by virtue of any merger or corporate reorganization, which will be a deemed assignment, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 29 shall be null and void. No assignment or delegation shall relieve a Party of any of its obligations under this Agreement.

**30. Successors and Assigns.**

This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

**31. Relationship of the Parties.**

The relationship of the Service Provider to Client is that of an independent contractor. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**32. No Third-Party Beneficiaries.**

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**33. Choice of Law.**

This Agreement shall be deemed to be a contract made under, and shall be construed in accordance with, the laws of the State of California without giving effect to principles or rules or conflict of laws to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

**34. Choice of Forum.**

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments, and appendices attached to this Agreement, and all contemplated transactions, including but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the U.S. District Court for the Eastern District of California or the courts of the State of California and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in a U.S. District Court for the Eastern District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

**35. WAIVER OF JURY TRIAL.**

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OF THE TRANSACTIONS CONTEMPLATED HEREBY. THE PARTIES SPECIFICALLY CONSENT TO A BENCH TRIAL WITH THE APPROPRIATE JUDGE ACTING AS THE FINDER OF FACT.

**36. Headings.**

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

**37. Integration.**

This Agreement, including the exhibits, appendices, documents and instruments referred to herein or therein, constitute the entire Agreement, and supersede all other prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof and thereof.

**38. Counterparts.**

This Agreement may be executed simultaneously in two or more counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

**39. Force Majeure.**

Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Parties including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes, or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, the other Party shall be entitled to give notice in writing to terminate this Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**  
SIGNATURE PAGE TO FOLLOW

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written above.

**SERVICE PROVIDER:**

Barry Slater, Inc. d/b/a Rep'd

By: \_\_\_\_\_

Name:

Title:

**CLIENT:**

City of Suisun City California

By: \_\_\_\_\_

Name:

Title:

## APPENDIX A

### STATEMENT OF WORK

#### **The Goal:**

The objective(s) of the Agreement is to provide Client with a web-based platform for Client to (1) engage the questions of the residents and electorate of Client by providing relevant responses and/or video answers from Client, (2) provide information, analytics, and insights to Client based on electorate engagement with the platform's content, and (3) provide email marketing and video content capabilities for Client.

#### **Term of Use:**

This Statement of Work ("SOW") covers the period from April 1, 2026, through June 30, 2028.

#### **Deliverables:**

During the term of use, Service Provider will provide Client with the following deliverables:

(a) **Customized Webpage:**

Service Provider will build a customized Rep'd webpage experience branded for Client. The functionality of this Rep'd webpage will be consistent with the designs presented to Client by Service Provider prior to entering into the subject agreement.

(b) **Technical Support:**

Service Provider will address and remedy any technical issues related to the Rep'd webpage within a commercially reasonable period of time.

(c) **Account Management:**

Service Provider will provide account management services to Client to ensure that the service and Rep'd webpage are meeting the needs and expectations of Client.

(d) **Video Hosting:**

Service Provider will be responsible for hosting and maintaining all data and video content uploaded to Client's Rep'd webpage.

(e) **User Engagement Data and Analytics:**

Service Provider will provide Client with reports of data trends, analytics, and insights based on User engagement with the webpage and content therefrom

#### **Payment:**

The total cost of the Services is \$2,100.00 (two thousand, one hundred dollars and zero cents) per month. The total fees payable under this Agreement for the Term shall not exceed \$56,700.00 (fifty-six thousand, seven hundred dollars and zero cents). Service Provider will submit an initial itemized invoice to Client on or about April 1, 2026. Such invoice will be for the sum of \$31,500.00 (thirty-one thousand five hundred dollars and zero cents). Such sum represents the total cost of Services for fifteen (15)

months. Client shall pay the Service Provider within 30 days of receipt of the initial undisputed invoice. Service Provider will submit a second invoice to Client on or about July 1, 2027. Such invoice will be for the sum of \$25,200.00 (twenty-five thousand two hundred dollars and zero cents). Such sum represents the total cost of Services for twelve (12) months. Client shall pay the Service Provider within 30 days of receipt of the second undisputed invoice.

**AGENDA TRANSMITTAL**

**MEETING DATE:** April 7, 2026

---

**AGENDA ITEM:** Council Adoption of Resolution No. 2026-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Kerex Engineering, Inc. for the 2026 Pavement Resurfacing Project.

---

**FISCAL IMPACT:** There will be no impact to the General Fund from the 2025 Pavement Resurfacing (“Project”). Funding will be sourced from the Road Maintenance and Rehabilitation Program (RMRA), established under Senate Bill 1 (SB 1).

---

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

---

**BACKGROUND:** Suisun City is responsible for maintaining approximately 153 lane miles of roadway covering over 13 million square feet of pavement. The City’s Pavement Management Program aims to maintain these assets in the best condition possible given available funding for roadway maintenance.

Preventative maintenance is essential for prolonging the lifespan of roads in "good" condition and helps to avoid the higher costs associated with rehabilitation or reconstruction. Key maintenance techniques include the application of an asphalt rubber cape seal or fiberized micro-surfacing, which are cost-effective solutions to extend the life of asphalt roads. Road reconstruction is only considered once preventative measures are no longer viable, as reconstruction costs can exceed ten times the cost of preventative treatments.

On January 20, 2026, the City Council approved Resolution 2026-06, which outlined the roadway projects for Fiscal Year 2026-27, in compliance with SB1 requirements. This resolution is anticipated to be submitted to the California Transportation Commission before the July 1, 2026 deadline to ensure funding eligibility. Among the projects included is an asphalt rubber cape seal for Emperor Drive, from Pintail Drive to Longspur Drive.

---

**STAFF REPORT:** The Notice to Contractors for the Project was published in the Daily Republic newspaper on February 18, 2026, with a second advertisement on February 25, 2026. Additionally, the bid package and construction documents were posted on the City’s new OpenGov platform on February 18, 2026.

The Project scope includes resurfacing Emperor Drive from Pintail Drive to Longspur Drive, including application of asphalt rubber cape seal, digout repairs, upgrading curb ramps to ADA-compliant curb ramps, and striping.  
2026

Bids for the project were due by 2:00 pm on March 11, 2026. A total of three bids were received and opened immediately following the deadline. The details of the bids received can be found in the attached bid summary table. The low bidder is Kerex Engineering, Inc.

Staff recommends awarding the construction contract for the 2026 Pavement Resurfacing Project to Kerex Engineering, Inc. in the total amount of \$279,940.30, including a 20% contingency in the amount of \$55,988.06 to cover potential additional work on project street segments, in-house inspection and construction management, and unforeseen conditions, for a total maximum contract amount of \$355,928.36.

---

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2026-\_\_ : Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Kerex Engineering, Inc. for the 2026 Pavement Resurfacing Project.

---

**DOCUMENTS ATTACHED:**

1. Resolution No. 2026-\_\_ : Authorizing the City Manager to Enter into a Construction Contract on the City’s Behalf with Kerex Engineering, Inc. for the 2026 Pavement Resurfacing Project.
2. Project Location Map.
3. Bid Summary Table.
4. Construction Contract.

---

**PREPARED BY:**

Nick Lozano, Sr. Associate Engineer

**REVIEWED BY:**

Nouae Vue, Public Works Director

**APPROVED BY:**

Bret Prebula, City Manager

---

**ATTACHMENTS:**

1. [Resolution Authorizing Pavement Resurfacing Project Contract Award](#)
2. [Pavement Resurfacing Project Contract Award Location Map](#)
3. [Pavement Resurfacing Project Contract Award -Bid Summary Table](#)
4. [Pavement Resurfacing Project Contract Award - Contract](#)

**RESOLUTION NO. 2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION  
CONTRACT ON THE CITY’S BEHALF WITH KEREX ENGINEERING, INC. FOR  
THE 2026 PAVEMENT RESURFACING PROJECT**

**WHEREAS**, the City is responsible for the maintenance of nearly 153 lane miles of roadway covering over 13 million square feet of pavement; and

**WHEREAS**, on January 20, 2026, the City Council approved Resolution 2026-06 approving the list of Senate Bill 1 roadway projects for Fiscal Year 2026-27; and

**WHEREAS**, the list of projects includes an asphalt rubber cape seal treatment for the segment of Emperor Drive from Pintail Drive to Longspur Drive; and

**WHEREAS**, the Notice to Contractors for the 2026 Pavement Resurfacing Project (Project) was advertised in the Daily Republic on February 18, 2026, and then again on February 25, 2026; and

**WHEREAS**, the construction documents for the Project were advertised on February 18, 2026; and

**WHEREAS**, the Project’s scope will include asphalt rubber cape seal, digout repairs, curb ramp upgrades, and striping for the segment of Emperor Drive from Pintail Drive to Longspur Drive; and

**WHEREAS**, three (3) sealed bid proposals were received by the City on March 11, 2026, by 2:00 pm, and the bids were opened and read aloud; and

**WHEREAS**, the bid submitted by Kerex Engineering, Inc. was determined by City staff to be the responsive lowest bid.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to enter into a construction contract on behalf of the City with Kerex Engineering, Inc. for the 2026 Pavement Resurfacing Project in the amount of \$279,940.30, including a 20% contingency in the amount of \$55,988.06 to cover potential additional work on project street segments, in-house inspection and construction management, and unforeseen conditions, for a total maximum contract amount of \$355,928.36, and to take any and all necessary and appropriate actions to implement this contract.

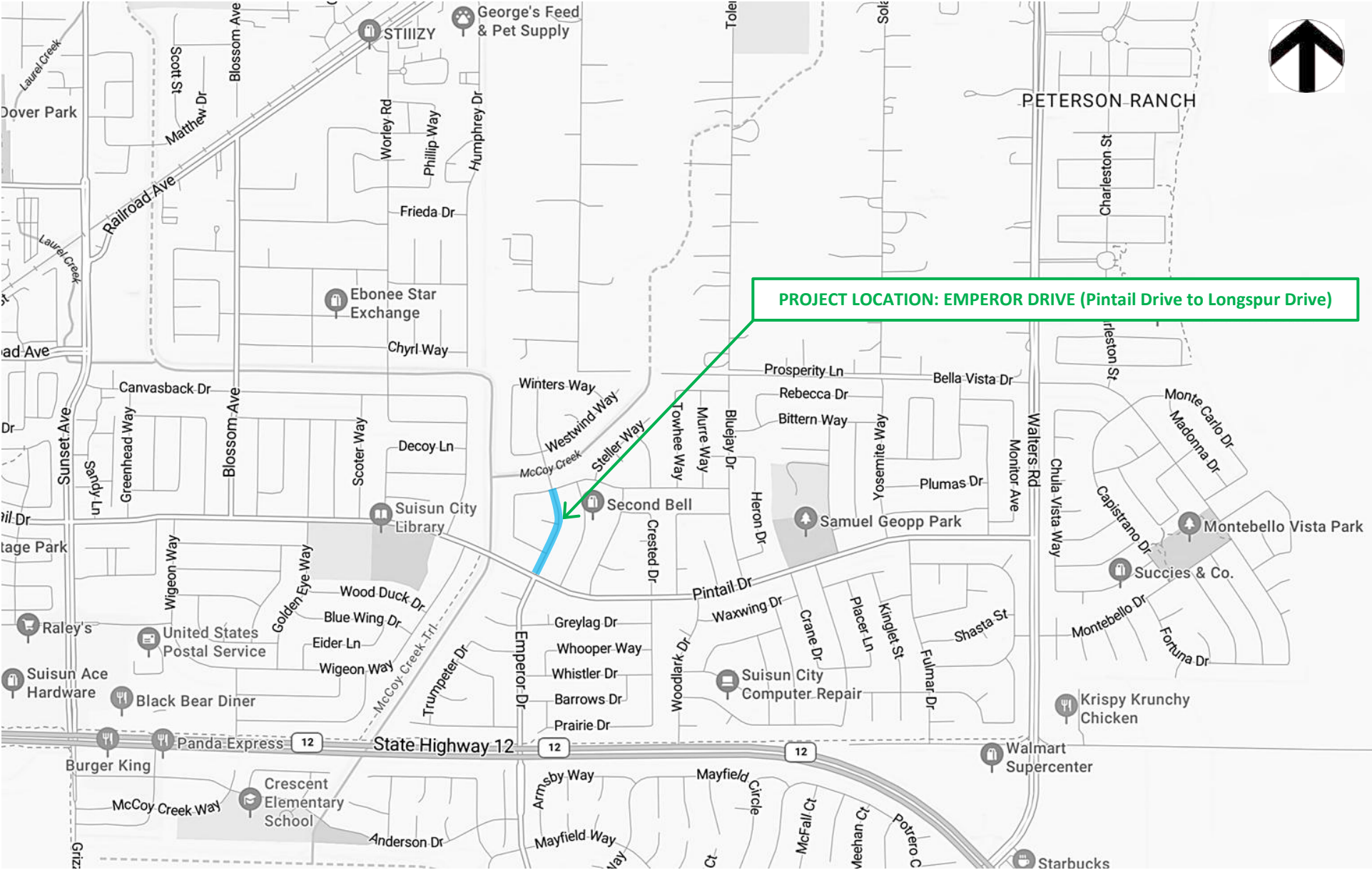
**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 7<sup>th</sup> day of April 2026, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 7<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Anita Skinner  
City Clerk

# 2026 Pavement Resurfacing Project Location Map



**2026 Pavement Resurfacing Project**  
Bid Summary Table

<b>Company</b>	<b>Total</b>
Kerex Engineering, Inc.	\$279,940.30
Platinum General Engineering LLC	\$287,013.08
FBD Vanguard Construction, Inc.	\$406,363.00

## **AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Suisun City, California, hereinafter called "City", and Kerex Engineering, Inc., hereinafter called "Contractor".

WITNESSETH: That the parties hereto do mutually agree as follows:

### **ARTICLE I**

For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by said City said Contractor agrees with said City to perform, and complete in a workmanlike manner all work required under the City's Drawings and Specifications entitled:

## **2026 Pavement Resurfacing Project**

in accordance with the Specifications and Drawings therefore, to furnish at his own expense all labor, materials, equipment and services as may be stipulated in said Specifications to be furnished by said City, and to do everything required by this Agreement and the said Specifications.

### **ARTICLE II**

For furnishing all said labor, materials, equipment, tools and services, performing pavement resurfacing, and doing everything required by this Agreement and the said Specifications; also, for all losses and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise during the prosecution of the work until its acceptance by said City, and for all risks of every description connected with the work; also, for all expenses resulting from the suspension or discontinuance of work, except as in the said Specifications are expressly stipulated to be borne by said City; and for completing the work in accordance with the requirements of said Drawings and Specifications as directed by the Engineer, said City will pay and said Contractor shall receive, in full compensation therefore, the price(s) named in the Proposal.

### **ARTICLE III**

The City hereby employs said Contractor to perform the work according to the terms of this Agreement for price(s) named in the Proposal, and agrees to pay the same at the time, in the manner, and upon the conditions stipulated in the said Specifications; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

**ARTICLE IV**

The Notice to Contractors, Special Notice, Special Provisions Book, Bidder's Book including the Proposal, and Information Required of Bidder, along with the Contract Documents and all addenda issued by the City with respect to the foregoing prior to the opening of bids, are hereby incorporated in and made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

CITY OF SUISUN CITY, CALIFORNIA

By \_\_\_\_\_  
(City Manager)

\_\_\_\_\_(SEAL)  
(City Clerk)

CONTRACTOR

\_\_\_\_\_  
(Contractor)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

THIS PAGE INTENTIONALLY LEFT BLANK

**AGENDA TRANSMITTAL**

**MEETING DATE:** April 7, 2026

---

**AGENDA ITEM:** Council Adoption of Resolution No. 2026-\_\_\_: Authoring the City Manager to Accept a Donation of a Type I Fire Engine from the Contra Costa County Fire Protection District to Serve as a Reserve Engine for Suisun City Fire Department.

---

**FISCAL IMPACT:** Apparatus is donated; annual maintenance costs will be funded under Fire Department fiscal year budget. Outfitting of necessary equipment will be explored through 2027 CIP funds and other available funding sources.

---

**STRATEGIC PLAN:** Ensure Public Safety.

---

**BACKGROUND:** The Fire Department provides continuous 24/7 coverage with two frontline Type I engines responding to all calls for service. Over the past year, both apparatus have experienced increased mechanical issues due to the high frequency of daily use. In October 2025, both Type I engines were simultaneously taken out of service due to mechanical failures, significantly impacting the Department’s ability to meet emergency response demands within the City of Suisun City.

As a result, staff were forced to temporarily utilize smaller Type III wildland engines, which are not designed or adequately equipped to support structure fire protection or the full scope of Emergency Medical Services delivery. To address this critical gap, Chief Lopez secured an emergency loan of a Type I engine through the California Office of Emergency Services (Cal OES), ensuring continuity of service during the outage.

Additionally, during routine maintenance or unexpected repairs of frontline engines, the Department must rely on Type III wildland apparatus or a ladder truck to remain in service, as there is currently no reserve Type I engine available. This ongoing limitation continues to impact operational readiness and service delivery.

---

**STAFF REPORT:** Fire Department staff explored the purchase of a used apparatus through various fire apparatus vendors, as well as neighboring agencies that may have had surplus vehicles available. Through this effort, staff identified a surplus Type I engine from the Contra Costa County Fire Protection District. The unit is a 2007 Pierce Saber Type I fire engine that remains in good operational condition and will effectively serve as a backup apparatus for the Suisun City Fire Department.

The Contra Costa County Fire Protection District received approval on March 17, 2026 from its Board of Directors to declare the engine surplus and donate it to the Suisun City Fire Department at no cost, in as-is condition. Staff has identified this as a critical need to enhance fleet reliability and maintain operational readiness. To place the unit into service, the Department has included a Capital Improvement Project in the FY 2027 budget of approximately \$25,000 and will also explore additional funding sources to outfit the engine with the necessary equipment and communications systems.

---

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2026-

\_\_\_: Authoring the City Manager to Accept a Donation of a Type I Fire Engine from the Contra Costa County Fire Protection District to Serve as a Reserve Engine for Suisun City Fire Department.

---

**DOCUMENTS ATTACHED:** 1. Resolution No. 2026-\_\_\_: Authoring the City Manager to Accept a Donation of a Type I Fire Engine from the Contra Costa County Fire Protection District to Serve as a Reserve Engine for Suisun City Fire Department.

---

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

---

**ATTACHMENTS:**

1. Resolution to Accept Donation of a Type I Fire Engine from the Contra Costa County Fire Protection District to Serve as a Reserve Engine for Suisun City Fire Department

**RESOLUTION NO. 2026-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO AUTHORIZING THE CITY MANAGER TO ACCEPT THE DONATION OF A TYPE I FIRE ENGINE FROM THE CONTRA COSTA FIRE PROTECTION DISTRICT TO SERVE AS A RESERVE ENGINE FOR SUISUN CITY FIRE DEPARTMENT.**

**WHEREAS**, the City of Suisun City Fire Department provides critical emergency response services to the community and operates two frontline Type I fire engines to meet daily service demands; and

**WHEREAS**, both frontline engines have experienced increased mechanical failures due to extensive use, including a simultaneous out-of-service event in October 2025 that significantly impacted emergency response capabilities; and

**WHEREAS**, the Department currently lacks a reserve Type I fire engine, requiring the temporary use of Type III wildland engines or other apparatus that are not ideally suited for structure fire response or full-service emergency medical delivery; and

**WHEREAS**, Fire Department staff explored options to acquire a used Type I fire engine to improve operational readiness and identified a surplus unit available from the Contra Costa County Fire Protection District; and

**WHEREAS**, the Contra Costa County Fire Protection District approved the donation of a 2007 Pierce Saber Type I fire engine to the City of Suisun City at no cost, in as-is condition, on March 17, 2026; and

**WHEREAS**, the acquisition of this apparatus will provide a critical reserve unit to enhance service reliability and emergency response capabilities; and

**WHEREAS**, the Fire Department anticipates expending approximately \$25,000 to outfit the donated engine with necessary equipment and communications systems, which will be funded through the Department’s existing budget.

**NOW, THEREFORE**, that the City Council of the City of Suisun City hereby authorizes the City Manager to accept the donation of a Type I fire engine from the Contra Costa County Fire Protection District and execute any documents necessary to accept and place the apparatus into service.

**PASSED AND ADOPTED** at a regular meeting of said City Council held on Tuesday, the 7<sup>th</sup> day of April 2026 by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 7th day of April 2026.

\_\_\_\_\_  
Anita Skinner,  
City Clerk

THIS PAGE INTENTIONALLY LEFT BLANK

**AGENDA TRANSMITTAL**

**MEETING DATE:** April 7, 2026

---

**AGENDA ITEM:** Council Adoption of Resolution 2026-\_\_: Authorizing the City Manager or Designee to Process Annual Subscription Invoices for OpenGov Asset Management (Formerly Cartegraph) Without Returning to City Council Annually.

---

**FISCAL IMPACT:** The cost of the annual subscription renewal for the OpenGov Asset Management System (formerly Cartegraph) is anticipated in the impacted Fund budgets that benefit from this asset management system. Contributing Funds include: Gas Tax, Sewer Maintenance, Storm Drain Maintenance, General Fund Landscape, Building Maintenance, Landscaping & Lighting Districts, and the Train Depot. Monies have been allocated for annual contribution within the FY26 Budget and will be included in all future budgets. The cost of the current renewal invoice is \$88,412.11.

---

**STRATEGIC PLAN:** Sustainability and Stewardship.

---

**BACKGROUND:** The Public Works Department relies on the OpenGov Asset Management System (formerly Cartegraph) to effectively track, schedule, and document maintenance activities, work orders, and asset conditions for City infrastructure including streets, facilities, parks, landscaping, streetlight, drainage systems, sidewalks, and facility maintenance. The system enhances operational efficiency, improves transparency, and supports long term asset management planning.

On February 20, 2024, the City Council approved a Master Services Agreement with OpenGov for the implementation and use of the Cartegraph Asset Management System. A Purchase Order was created into support of the executed Agreement which included the initial setup costs along with two year's of annual subscription costs. As with many software platforms, OpenGov requires annual subscription renewals to maintain access to software services, updates, and support. The first invoice beyond the initial Purchase Order has been received and covers the time period 5/1/2026 through 4/30/2027.

---

**STAFF REPORT:** With the implementation of the OpenGov Asset Management System (formerly Cartegraph), the Public Works Department now has an asset database tracking system which houses incoming maintenance requests along with maintaining an annual maintenance calendar for recurring annual maintenance tasks. Tasks can be closed out within the system, including the attachment of photos, which then provides a way to track maintenance tasks performed. The City will now receive annual subscription invoices. Timely approval of these annual invoices ensures uninterrupted system use. Additionally, it streamlines the administrative process and reduces repetitive Council Agenda items.

Staff recommends that the City Council authorize the City Manager, or their designee, to process and approve the annual OpenGov Asset Management subscription invoices without the need for separate yearly Council action.

---

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2026-\_\_: Authorizing the City Manager or Designee to Process Annual Subscription Invoices for OpenGov

Asset Management (Formerly Cartegraph) Without Returning to City Council Annually.

---

**DOCUMENTS ATTACHED:**

1. Authorizing the City Manager or Designee to Process Annual Subscription Invoices for OpenGov Asset Management (Formerly Cartegraph) Without Returning to City Council Annually.
- 

**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 Authorizing the City Manager or Designee to Process Annual Subscription Invoices for OpenGov Asset Management \(Formerly Cartegraph\) Without Returning to City Council Annually.](#)

**RESOLUTION 2026-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO APPROVE AND  
PROCESS ANNUAL SUBSCRIPTION INVOICES FOR THE OPENGOV ASSET  
MANAGEMENT SYSTEM (FORMERLY CARTEGRAPH) WITHOUT RETURNING  
TO THE CITY COUNCIL EACH YEAR**

**WHEREAS**, the Public Works Maintenance Division is responsible for providing routine maintenance as well as responding to resident and staff maintenance requests in the areas of streets and roadways, landscape and park maintenance, sewer maintenance, and storm drain maintenance, sidewalk maintenance, and street light maintenance with the Building Division administering routine maintenance of City facilities; and

**WHEREAS**, to operate efficiently and transparently, the Department relies on the OpenGov Asset Management System (formerly Cartegraph) to track work orders, asset conditions, and maintenance operations; and

**WHEREAS**, on February 20, 2024, the City Council authorized the City Manager to execute a Master Services Agreement with OpenGov for the Cartegraph Asset Management System software; and

**WHEREAS**, continued use of the Asset Management System requires annual subscription payments for software access, system updates, and technical support; and

**WHEREAS**, annual subscription costs are included in the Fiscal Year 2025-2026 operating budget and are essential for uninterrupted delivery of asset management services and this cost will continue to be included in all future budgets; and

**WHEREAS**, streamlining the administrative processing of annual subscription invoices will reduce repetitive yearly Council actions, ensure timely payment, and prevent gaps in system access; and

**WHEREAS**, any future amendments altering the scope of services, contractual terms, or increasing costs beyond adopted budget appropriations will continue to require City Council review and approval.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Suisun City hereby authorizes the City Manager, or the City Manager's designee, to approve and process annual subscription invoices for the OpenGov Asset Management System (formerly Cartegraph) without returning to the City Council each year.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on the 7<sup>th</sup> day of April 2026, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this 7<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Anita Skinner  
City Clerk

**AGENDA TRANSMITTAL**

**MEETING DATE:** April 7, 2026

---

**AGENDA ITEM:** Board Adoption of Resolution No. SA 2026-\_\_\_\_: Authorizing the Execution and Delivery of a Transfer of Sidewalk Access and Fireplace Areas from the Lawler House Parcel to the Courtyard Property and Directing the Secretary of the Successor Agency to Transmit this Resolution to the Oversight Board, Finding that such Action is Exempt from Environmental Review under the California Environmental Quality Act.

---

**FISCAL IMPACT:** The transfer of sidewalk access area and fireplace plaza will have a minimal impact on the fair market value of the Lawler House. The Successor Agency owns the Lawler House, and proceeds from its transfer will be shared among Solano County taxing agencies, including the City of Suisun City. There will be no additional fiscal impact for this fiscal year.

---

**STRATEGIC PLAN:** Provide Good Governance and Develop a Sustainable Economy.

---

**BACKGROUND:**

On August 19, 2025, the City Council approved a Purchase and Sale Agreement with Harbor Square Holdings, LLC, to buy the Courtyard Property for \$75,000. The agreement included not only the current legal description of the Courtyard Parcel (APN 0032-141-160) but also a section of the Lawler House Property next to the Courtyard Property. At the time of the City Council's approval, the understanding was that the fireplace plaza and sidewalk access areas were owned by the City. Subsequently, due diligence during escrow clarified that these areas are owned by the Successor Agency and not the City. As a result, this process is being brought before the Successor Agency not to reconsider the Purchase and Sale Agreement but to have the Successor Agency approve the transfer of the Fireplace Plaza and Access area to the City (the Courtyard Property) and to proceed to the Oversight Board to close escrow on the sale of the Courtyard property.

The Lawler House Property will transfer a portion to the Courtyard Property to provide access, preventing it from being landlocked. This transfer will cover approximately 1,146 square feet and include the fireplace area, about 221 square feet. Additionally, the transfer involves a lot line adjustment for both parcels to reflect their new legal descriptions.

The Courtyard and Lawler House parcels were formerly owned by the Suisun City Redevelopment Agency. After the agency was dissolved, it transferred various assets, including these parcels used for government purposes, to the City of Suisun City. However, the Department of Finance initially rejected the transfer of seven assets, including the Courtyard and Lawler House parcels. On July 14, 2017, the Department of Finance approved the transfer of the Courtyard parcel to the City for government purposes, but not the Lawler House. As a result, the Courtyard Property is now owned by the City, while the Lawler House parcel remains owned by the Successor Agency.

The Lawler House parcel measures approximately 8,498 square feet and includes a three-story building spanning 2,882 square feet. In November 2023, the Successor Agency issued a request for proposals to purchase the Lawler House parcel but did not receive any that met their criteria. Garland & Salmon appraised the parcel at \$100,000 as of May 9, 2023, reflecting its current market value in its existing

condition.

The transfer of the Sidewalk Access and Fireplace Plaza area will reduce the Lawler House parcel's square footage to 7,131 square feet, or about 16 percent. It will not impact the 2,882-square-foot, three-story building. The Courtyard parcel will increase from approximately 1,704 square feet to 3,071. The appraisal completed on the Courtyard parcel included the increase with the added Sidewalk Access and Fireplace Plaza area.

Since the Successor Agency owns the Lawler House parcel, it must approve the transfer of the Sidewalk Access and Fireplace Plaza area to the City. The City will then sell the Courtyard parcel to Harbor Square Holdings, LLC, in accordance with the Purchase and Sale Agreement approved by the City Council on August 19, 2025. The sale proceeds to the City will be reduced to reflect the Successor Agency receiving fair market value for the Sidewalk Access and Fireplace Plaza area, estimated at \$5,000. Proceeds from the Lawler House parcels will be distributed to the affected taxing entities according to the provisions of the Dissolution Act (Assembly Bill 1X26).

---

### **STAFF REPORT:**

The Lawler House Property and the Courtyard Property were owned by the Redevelopment Agency of Suisun City at the time the redevelopment agencies dissolved in 2011. Shortly before the dissolution took effect, the Redevelopment Agency transferred both properties to the City under an exception for properties used for governmental purposes. The Department of Finance challenged this decision and initially voided both transfers to the City. However, the Successor Agency and the Oversight Board asked the Department of Finance to reconsider its decision, and in 2017, the Department of Finance determined that the Courtyard parcel could be transferred to the City for governmental purposes, but the Lawler House Property could not. As a result, the Courtyard parcel is owned by the City, while the Lawler House parcel remains owned by the Successor Agency.

The Lawler House Property (APN 0032-141-130) features an approximately 3,900 square foot historic farmhouse on an 8,498 square foot lot. The property is currently vacant.

The Courtyard Property (APN 0032-141-060) features a 5,272± square foot public courtyard used for community events. The space is open to the public and can be rented for private gatherings through the City's Recreation and Community Services Department, similar to other City parks and public areas like the waterfront plaza. The area mainly functions as a large patio (or courtyard) surrounded on three sides by the Harbor Square mixed-use building, and includes a large outdoor fireplace, landscaping, and lighting.

Although the Courtyard can be rented for private events, it has actually cost the City much more than the revenue generated from those events. As a result, in 2024, the City Council directed staff to explore whether the neighboring property would be interested in acquiring the Courtyard. The Courtyard has historically included the Fireplace Plaza and the Sidewalk Access area along the Lawler House, so transferring these areas to the Courtyard Property aligns with the property's traditional use.

Staff subsequently reached out to the Harbor Square Holdings group, who showed strong interest in buying the Courtyard Property. The City Council authorized staff to negotiate a fair and reasonable sale price. During due diligence, the Courtyard Property was appraised at \$100,000. The negotiated price of \$75,000, along with the buyer's binding commitments to take over ongoing operations and maintenance, complete specific improvements at the buyer's own expense, follow recorded design and maintenance standards, and accept a public access easement, provides full and adequate consideration

to the City and serves a valid public purpose. Overall, the consideration is equal to or greater than the appraised value, and the transfer is not a below-market sale of City assets. Therefore, the Successor Agency will receive fair market value for transferring the Fireplace Plaza and Sidewalk Access area of the Lawler House property to the Courtyard parcel, and this transfer will have a minimal impact on the fair market value of the Lawler House parcel.

### **Successor Agency Authority and Restrictions on Property Disposition**

Successor agencies are required to dispose of the former redevelopment agency's assets and properties as directed by the oversight board (Health & Safety Code § 34177). This disposal must be carried out quickly and with the goal of maximizing value (Health & Safety Code § 34177). The oversight board has the authority to instruct the successor agency to dispose of all assets and properties of the former redevelopment agency (Health & Safety Code § 34181), and such disposal must also be performed promptly and in a manner that aims to maximize value (Health & Safety Code § 34181).

### **Separate Legal Status of Successor Agencies and Cities**

A crucial point is that "a successor agency is a separate public entity from the public agency that provides for its governance and the two entities shall not merge" (Health & Safety Code § 34173). The liabilities of the former redevelopment agency cannot be transferred to the sponsoring entity, and the assets cannot become assets of the sponsoring entity (Health & Safety Code § 34173). Courts have consistently recognized this separation, holding that "even though the City acts as the successor agency, the City and the successor agency are legally separate entities" (City of Culver City v. Cohen (2017) 14 Cal.App.5th 1).

### **Fair Market Value Requirements**

While the dissolution law does not explicitly require fair market value for all property sales, it does mandate that disposals be conducted "in a manner aimed at maximizing value" (Health & Safety Code § 34177). Health & Safety Code § 34181 suggests that sales below fair market value would be inconsistent with the legal framework. The law requires that proceeds be distributed to taxing entities, and selling property under fair market value would decrease the funds available for such distribution.

In summary, although a successor agency may sell real property to a city for fair market value with oversight board approval and in accordance with the requirement to maximize value, such sales must adhere to the dissolution law's framework for asset disposal and distribution of proceeds to taxing entities.

### **Summary of Successor Agency Requirements**

In California, after the dissolution of redevelopment agencies, successor agencies have specific mandates for managing and selling former redevelopment assets. The Community Redevelopment Law amendments impose detailed restrictions and requirements on redevelopment activities, including the need for appraisals and fair market value assessments before a successor agency can acquire or dispose of real property. Funds and assets held by redevelopment agencies are now subject to transfer to housing successors or other public agencies with designated goals, often related to senior or low-income housing. Successor agencies operate independently from cities, which limits the cities' liability from redevelopment agreements.

The general principles of municipal authority to sell real property across the country show that statutory or charter requirements usually control such sales. Municipalities generally have wide latitude in

disposing of property, unless their actions are clearly abused, and sales often must meet statutory fair market value standards, especially when property is transferred for public-interest reasons. These principles form a legal framework in California that requires successor agencies to sell property at fair market value to meet fiduciary duties and follow statutory requirements.

**CONCLUSION:**

Subject to the Oversight Board's approval, the Successor Agency may transfer the Sidewalk Access and Fireplace Plaza area of the Lawler House property to the City to maximize value. Based on the appraisal of the Lawler House Property at \$100,000, and assuming the proposed transfer will not impact the three-story building or parking on the site, the Successor Agency determines that, contingent on the sale of the Courtyard Property to Harbor Square Holdings, LLC for \$75,000, a fair market value for the Sidewalk Access and Fireplace Plaza is \$5,000.

---

**STAFF RECOMMENDATION:** Board Adoption of Resolution No. SA 2026-\_\_\_\_: Authorizing the Execution and Delivery of a Transfer of Sidewalk Access and Fireplace Areas from the Lawler House Parcel to the Courtyard Property and Directing the Secretary of the Successor Agency to Transmit this Resolution to the Oversight Board, Finding that such Action is Exempt from Environmental Review under the California Environmental Quality Act, and Taking Related Actions.

---

**DOCUMENTS ATTACHED:**

1. Board Adoption of Resolution No. SA 2026-\_\_\_\_: Authorizing the Execution and Delivery of a Transfer of Sidewalk Access and Fireplace Areas from the Lawler House Parcel to the Courtyard Property and Directing the Secretary of the Successor Agency to Transmit this Resolution to the Oversight Board, Finding that such Action is Exempt from Environmental Review under the California Environmental Quality Act.
2. Staff Report (August 19, 2025): Resolution approving Purchase and Sale Agreement with Harbor Square Holdings, LLC for Courtyard sale.

---

<b>PREPARED BY:</b>	Patrick Enright, City Attorney
<b>REVIEWED BY:</b>	Bret Prebula, City Manager
<b>APPROVED BY:</b>	Bret Prebula, City Manager

---

**ATTACHMENTS:**

1. [Resolution](#)

**RESOLUTION SA. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SUCCESSOR AGENCY TO THE FORMER SUISUN CITY  
REDEVELOPMENT AGENCY AUTHORIZING THE TRANSFER OF A  
PORTION OF THE 718 MAIN STREET COMMONLY REFERRED TO AS  
THE LAWLER HOUSE PARCEL TO THE CITY OF SUISUN CITY,  
FINDING THAT SUCH AUTHORIZATION IS EXEMPT FROM  
ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA  
ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the California State Legislature enacted Assembly Bill 1X26 (the “Dissolution Act”) to dissolve redevelopment agencies formed under the Community Redevelopment Law (Health and Safety Code Section 33000 *et seq.*);

**WHEREAS**, pursuant to Health and Safety Code §34173, the City Council of the City of Suisun City declared that the City of Suisun City would act as successor agency (the “Successor Agency”) for the dissolved Redevelopment Agency of the City of Suisun City, effective February 1, 2012;

**WHEREAS**, the Dissolution Act provides for the appointment of an oversight board (the “Suisun City Oversight Board”) with specific duties to approve certain Successor Agency actions pursuant to Section 34180 of the Health and Safety Code and to direct the Successor Agency in certain other actions pursuant to Section 34181 of the Health and Safety Code;

**WHEREAS**, the Successor Agency is the owner of that certain improved real property located at 718 Main Street, City of Suisun City, County of Solano, State of California, which is legally described in Exhibit A and incorporated herein by reference (Assessor Parcel Number: 0032-141-130) (“Lawler House Property”);

**WHEREAS**, pursuant to Suisun City Oversight Board Resolution 2017-01 adopted in February 2017 and Section 34181 of the Health and Safety Code, the Suisun City Oversight Board directed the Successor Agency to dispose of certain assets, including the Lawler House Property;

**WHEREAS**, pursuant to California Department of Finance correspondence, dated July 14, 2017, to the City’s then-Economic Development Director, the Lawler House Property was determined not to meet the definition of use for governmental purposes pursuant to Health & Safety Code Section 34181(a) and was ineligible for transfer to the City;

**WHEREAS**, pursuant to California Health and Safety Code Section 34179(j), effective July 1, 2018, the Consolidated Oversight Board of Solano County was established to oversee the activities of the six redevelopment successor agencies in Solano County, thereby replacing all other redevelopment successor agency oversight boards, including the Suisun City Oversight Board;

**WHEREAS**, Health & Safety Code Section 34177(e) directs Successor Agencies to dispose of assets expeditiously and in a manner aimed at maximizing value;

**WHEREAS**, the transfer of the Lawler House Property, or any portion thereof, must be approved by the oversight board, which is now the Solano Consolidated Oversight Board, and the Department of Finance;

**WHEREAS**, the City of Suisun City (“City”) is the owner of that certain improved real property adjacent to the Lawler House Property, commonly referred to as the Courtyard, which is legally described in Exhibit B and incorporated herein by reference (Assessor Parcel Number: 0032-141-160), which presently has no access to any public rights-of-way;

**WHEREAS**, the Successor Agency desires to transfer a Sidewalk Access Area and the Fireplace Plaza of the Lawler House Property to the City to increase the size of the Courtyard Property and decrease the Lawler House Property by approximately 1,146 square feet for the Sidewalk Access Area and 221 square feet for the Fireplace Plaza. The legal description of the Sidewalk Access Area and Fireplace Plaza are described in Exhibit C and incorporated herein by reference;

**WHEREAS**, the removal of the Sidewalk Access Area and Fireplace Plaza will have minimal impact on the value of the Lawler House, and will relieve the Lawler House from the responsibility of maintaining the Sidewalk Access and Fireplace Plaza, which has no monetary value;

**WHEREAS**, in an appraisal prepared by Garland & Salmon, dated June 5, 2023, it was determined the market value of the Lawler House Property As-If vacant as a cleared commercial site, without consideration of the existing building improvements, is \$150,000 and the market value of the Lawler House Property As-Is currently improved is only \$100,000;

**WHEREAS**, based on the prior appraisal of the Lawler House Property, and that the property is vacant at this time, the property value of the Fireplace Plaza and the Sidewalk Access Area is minimal to the Lawler House Property;

**WHEREAS**, the Successor Agency is in negotiations to sell the Lawler House Property to a private party, who desires that the Fireplace Plaza and Sidewalk Access Area be removed from the Lawler House Property to allow for redevelopment of the Lawler House Property;

**WHEREAS**, the City has entered into a Purchase and Sale Agreement to sell the adjacent Courtyard Property to Harbor Square Holdings, LLC, a California limited liability company and restrict the use of the Harbor Square Properties, with Harbor Square Holdings’ permission for uses substantially related to the shops and stores in the adjacent shopping center located at 700 Main Street (“Harbor Square Properties”), or other third parties who express interest in use of the Harbor Square Properties, and to ensure that the Courtyard Property is not sold, or otherwise transferred, separately from the Harbor Square Properties pursuant to the terms and conditions of the Purchase and Sale Agreement, which is attached hereto as Exhibit D and incorporated herein by reference;

**WHEREAS**, the Harbor Square Holdings, LLC desires to maintain the Fireplace Plaza as an amenity to the Courtyard Property and to have access to Main Street via the Sidewalk Access Area;

**WHEREAS**, subject to approval of the Consolidated Oversight Board and Department of Finance, the Successor Agency proposes to sell the Fireplace Plaza and Sidewalk Access Area to the City of Suisun for \$5,000, with the proceeds being disbursed to the taxing entities;

**WHEREAS**, the Lawler House Property was reviewed by the Department of Housing and Community Development and confirmed that the Successor Agency made a good faith effort to sell the property as required by the Surplus Land Act and can now offer the Lawler House Property for sale to the general public with one caveat; as required by the Surplus Land Act, the Lawler House Property must be sold with a deed restriction that irrevocably imposes that if more ten (10) units are development on the Lawler House Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at an affordable housing costs;

**WHEREAS**, a copy of the Deed Restriction is attached hereto and incorporated by reference as Exhibit E; and

**WHEREAS**, as a condition of sale to the City, the Successor Agency will ensure that the Deed Restriction is placed on the City property, i.e. the Courtyard Property.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE SUISUN CITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1.** The above recitals are true and correct and are a substantive part of this Resolution.

**Section 2.** The Successor Agency will sell to the City the Sidewalk Access Area and Fireplace Plaza from the Lawler House Property for \$5,000, subject to the approval of the Consolidated Oversight Board and Department of Finance. The amended legal description of the Lawler House parcel and Courtyard parcel is described in Exhibits F and G and incorporated herein by this reference.

**Section 3.** The Secretary of the Successor Agency is hereby directed to publish a copy of the notice substantially in the form shown in Exhibit H, attached hereto and incorporated herein by this reference in Daily Republic and post the notice on the Successor Agency’s website no later than ten days prior to the Oversight Board meeting at which the Oversight Board will consider the Successor Agency’s transfer of the Sidewalk Access Area and Fireplace Plaza to the City.

**Section 4.** This Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”). That pursuant to the requirements of the CEQA, the Successor Agency evaluated the action of authorizing the Successor Agency to transfer the Sidewalk Access Area and Fireplace Plaza to

the City. The Successor Agency’s authorization is merely a procedural step required by the Dissolution Act when the Successor Agency wishes to dispose of land for the purposes of winding down the former Suisun City Redevelopment Agency. This act of authorizing the Successor Agency to transfer the Property does not approve any new development or construction of buildings, nor does it authorize any new land uses. For this reason, it can be seen with certainty that authorizing the Successor Agency to transfer the Sidewalk Access and Fireplace parcels to the City will not result in any significant adverse impact on the environment. Thus, said Successor Agency’s authorization is exempt from the CEQA environmental review requirements pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations. Staff of the Successor Agency is hereby directed to prepare and post a notice of exemption pursuant to Guidelines Section 15062.

**Section 5.** The Authorized Officers and other officers and Staff of the Successor Agency are hereby authorized, jointly and severally, to do all things (including but not limited to the execution of any certificates or other instruments) which they may deem necessary or proper to effectuate the purposes of this Resolution, and any such actions previously taken are hereby ratified and confirmed.

**Section 6.** The Secretary of the Successor Agency is hereby directed to transmit this Resolution to the Oversight Board.

**PASSED AND ADOPTED** at a regular meeting of the Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday, the 7th day of April 2026, by the following vote:

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

**WITNESS** my hand and the seal of said Secretary this 7th day of April 2026.

---

Donna Pock, CMC  
Deputy Secretary

APPROVED AS TO FORM:

---

Patrick L. Enright  
Successor Agency Counsel

EXHIBIT A

Current Legal Description of Lawler House Property

Parcel One:

Lot 8, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5,, 1997, in Book 67 of Maps, at Page 72, Solano County Records.

Parcel Two:

A non-exclusive easement for public access, parking and public service appurtenant to Parcel One above over and across Lot B, as shown on the Map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67 of Map, Page 72, Solano County Records.

APN: 0032-141-130

EXHIBIT B

Legal Description of Courtyard Parcel

Parcel 4, as shown on the Parcel Map of Suisun City Redevelopment Project, filed October 27, 2006, in Book 48 of Parcel Maps, Page 18, Solano County Records.

APN: 0032-141-160

EXHIBIT C

Legal Description of Sidewalk Access Area and Fireplace Plaza of the Lawler House Property  
to be Transferred to the City

Legal Description

**Sidewalk Access Area Transfer Parcel**

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

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

Containing 1,146 square feet, more or less.

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

**APN 0032-141-130 to be transferred to APN 0032-141-160**

**Fireplace Plaza Area Transfer Parcel**

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

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

Containing 221 square feet, more or less.

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

**APN 0032-141-130 to be transferred to APN 0032-141-160**

EXHIBIT D

Purchase and Sale Agreement

(in substantial final form)

## EXHIBIT E

### Deed Restriction

If ten (10) or more residential units are developed on the Property, not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at an affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or for an affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years and ownership units shall remain affordable to and occupied by lower income households for a period of 45 years. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code. These requirements shall be covenants or restrictions running with the land and shall be enforceable against any owner who violates a covenant or restriction and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

## EXHIBIT F

Legal Description of Lawler House with removal of Sidewalk Access and Fireplace Plaza

### **Parcel One:**

Lot 8, as shown on the map of Suisun Harbor Plaza Unit II, filed December 5,, 1997, in Book 67 of Maps, at Page 72, Solano County Records.

### **Parcel Two:**

A non-exclusive easement for public access, parking and public service appurtenant to Parcel One above over and across Lot B, as shown on the Map of Suisun Harbor Plaza Unit II, filed December 5, 1997 in Book 67 of Map, Page 72, Solano County Records.

### **Excluding:**

### **Parcel Three**

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

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

Containing 1,146 square feet, more or less.

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

### **Parcel Four:**

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

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

Containing 221 square feet, more or less.

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

**APN 0032-141-130**

## EXHIBIT G

### Legal Description of Courtyard Parcel with Addition of Sidewalk Access Area and Fireplace Plaza

#### **Parcel One**

Parcel 4, as shown on the Parcel Map of Suisun City Redevelopment Project, filed October 27, 2006, in Book 48 of Parcel Maps, Page 18, Solano County Records.

#### **Parcel Two**

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

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

Containing 1,146 square feet, more or less.

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

#### **Parcel Three:**

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

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

Containing 221 square feet, more or less.

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

APN: 0032-141-160

EXHIBIT H  
LEGAL NOTICE  
(in substantial final form)

**LEGAL NOTICE  
REGULAR MEETING**

**NOTICE OF PROPOSED ACTION BY THE SUISUN CITY OVERSIGHT BOARD FOR  
THE SUCCESSOR AGENCY TO THE FORMER SUISUN CITY REDEVELOPMENT  
AGENCY  
RELATING TO:**

**The proposed transfer of a Sidewalk Access Area and Fireplace Plaza located on 718 Main Street, commonly referred to as the Lawler House (APN Nos. 0032-141-130), located in the City of Suisun City, (the “Property”), owned by the Successor Agency to the City of Suisun City (the “City”) to City of Suisun, a municipal corporation.**

**NOTICE IS HEREBY GIVEN** that the Consolidated Oversight Board (the “Oversight Board”) will hold a meeting as follows:

**Date:**            **May \_\_\_\_\_, 2026**  
**Time:**            **\_\_\_\_\_ or as soon thereafter as the matter may be heard**  
**Place:**            \_\_\_\_\_

At the above-described meeting, the Oversight Board will consider the adoption of a resolution authorizing the Successor Agency to transfer the Property to the City for \$5,000 to do a lot line adjustment between the Lawler House and Courtyard properties. The lot line adjustment will be in accordance with a Purchase and Sale agreement between the City and the Harbor Square LLC substantially in the form presented to the Oversight Board.

Interested persons are invited to attend this meeting and be heard regarding this matter. Further information may be obtained by contacting \_\_\_\_\_ of the City of Suisun City, 701 Civic Center Blvd, Suisun City, California \_\_\_\_\_, by telephone at (707) \_\_\_\_\_, or by e-mail at \_\_\_\_\_. In addition, the staff report, resolution, purchase and sale agreement, and any supporting documentation for this action will be available at the Suisun City Hall, 701 Civil Center Blvd. Suisun City, during normal business hours, and on the Successor Agency’s and Oversight Board’s website at least 72 hours prior to the meeting. Interested persons may submit written comments addressed to the Suisun City Oversight Board, c/o Successor Agency of the former Suisun City Redevelopment Agency, prior to the hour of \_\_\_ pm. on May \_\_\_\_\_, 2026.

At the time and place noted above, all persons interested in the above matter may appear and be heard.

Dated this \_\_\_\_\_ day of May, 2026

\_\_\_\_\_  
\_\_\_\_\_

THIS PAGE INTENTIONALLY LEFT BLANK

**AGENDA TRANSMITTAL**

**MEETING DATE:** April 7, 2026

---

**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 March 17, 2026 and March 24, 2026.

---

**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 March 17, 2026 and March 24, 2026, 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 March 17, 2026 and March 24, 2026.

---

**DOCUMENTS ATTACHED:**

1. Minutes - March 17, 2026 Regular Meetings of the City Council-Successor Agency-Housing Authority
  2. Minutes - March 24, 2026 Closed Session Meeting of the City Council
  3. Minutes - March 24, 2026 Regular Meetings of the City Council-Successor Agency-Housing Authority
- 

<b>PREPARED BY:</b>	Anita Skinner, City Clerk
<b>REVIEWED BY:</b>	Bret Prebula, City Manager
<b>APPROVED BY:</b>	Bret Prebula, City Manager

---

**ATTACHMENTS:**

1. [Minutes -March 17, 2026 Regular Meetings of the City Council-Successor Agency-Housing Authority 630](#)
2. [Minutes -March 24, 2026 City Council Closed Session Meeting](#)
3. [Minutes -March 24, 2026 Regular Meetings of the City Council-Successor Agency-Housing Authority 630](#)

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



CITY COUNCIL MEETING

**MINUTES**  
**REGULAR MEETING OF THE SUISUN CITY COUNCIL,**  
**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE**  
**REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,**  
**AND SUISUN CITY HOUSING AUTHORITY**  
**TUESDAY, MARCH 17, 2026**  
**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: 875 5099 9738  
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. – 825)  
(Next City Council Res. No. 2026-30)  
Next Suisun City Council Acting as Successor Agency Res. No. SA2026 - 01)  
(Next Housing Authority Res. No. HA2026 – 01)

**CALL TO ORDER**

Mayor Hernandez called the meeting to order at 6:35pm.

**ROLL CALL**

PRESENT: Dawson, Hernandez, Pal, Washington  
ABSENT: Shepherd

**PLEDGE OF ALLEGIANCE**

Led by Council Member Washington.

## **INVOCATION**

Given by Clerk Skinner.

## **APPROVAL OF REORDERING OF AGENDA**

Vice Mayor Dawson moved to approve agenda and seconded by Council Member Pal. Motion passed unanimously.

## **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.)*

Council Member Pal has conflict with Item 8.

## **REPORTS (Informational items only.)**

1. City Manager Update - (Prebula: [Bprebula@suisun.com](mailto:Bprebula@suisun.com)).
  - Dispatchers honored by VFW
  - Code enforcement update
2. City Attorney Report - (Enright).
  - 4/7 agenda update on SB 407
  - Update on property on School Street

## **PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

3. Proclamation Proclaiming the Month of March 2026 as Development Disabilities Awareness Month - (Hernandez: [Ahernandez@suisun.com](mailto:Ahernandez@suisun.com)).

Mayor Hernandez read proclamation which was presented by Council Members to Connections for Life, representative Samantha Wilhite thanked the council. Council comments thanking the group for their contributions to the community.

4. Mayoral Appointments to Committees and Council Boards
  - a. Approving Appointments to the Suisun City/Fairfield-Suisun Unified School District Joint Committee (2 appointments).

Mayor Hernandez moved to reappoint Council Members Washington and Pal and seconded by Vice Mayor Dawson. Motion passed unanimously.

- b. Association of Bay Area Governments (ABAG) General Assembly (appointment of Mayor as Voting Delegate and Councilmember as Alternate).

Mayor Hernandez moved to appoint Council Member Washington as Alternate and seconded by Vice Mayor Dawson. Motion passed unanimously.

- c. Appointment of Legislative Advocacy Ad hoc Committee for 2026.

Mayor Hernandez moved to appoint Council Member Pal and seconded by Council Member Washington. Motion passed unanimously.

## **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.)*

Donna LeBlanc commented there is a RPMA mtg on 4/1.

Marianne Butler gave an update on Solano Resource Conservation District, 2025 Year in Review.

Craig Loop, 50 yr resident, thanked council for what they have done for the city

Steve Olry commented on the School Street property still being occupied; Suisun's role in California Forever and asked what benefits we have received, who do we have negotiating for the city, should have been Mr. Spering, Mr. Nojoomi and Council Member pal.

Michael Jefferson commented on Mr. Prebula's recent video, California Forever; place and advisory vote on the agenda.

Michael Hamilton commented on California Forever.

Bob Mecary, 40 yr resident, loves Suisun City but commented the city has fallen apart; we need to grow, supports California Forever.

Carlos Gomez spoke in favor of California Forever.

Luke, registered Civil Engineer, supports California Forever.

Lilia Dardon commented on the number of proclamations being presented, grant comments for Hwy 12 expansion.

Kai Williams supports California Forever.

## **COUNCIL COMMENTS**

*(Comments are limited to no more than 3 minutes)*

Council Member Pal stated he received a call from a resident asking what the transportation plans would be for the upcoming air show at Travis.

Council Member Washington thanked Katrina for reaching out about music downtown, RV downtown, PW Vue about lighting at Heritage Park.

Mayor Hernandez gave the website, [www.suisunexpansion.com](http://www.suisunexpansion.com), which has all the update info, BUILD grant comments on Hwy 12 expansion.

- 4 Proclamation Proclaiming March 29, 2026 as Education and Sharing Day - (Hernandez: [Ahernandez@suisun.com](mailto:Ahernandez@suisun.com)).

Mayor read proclamation and presented by council members to Rabbi Zach Lowes. Rabbi Lowes thanked council and explained Education and Sharing Day. Council comments.

## **CONSENT CALENDAR**

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

### City Council

6. Council Adoption of Resolution No. 2026-30: Accepting the 2025 Annual Progress Report of the Suisun City General Plan and Housing Element - (Kearns: Jkearns@suisun.com).
7. Council Adoption of Resolution No. 2026-31: Approving and Authorizing the City Manager to Approve the Replacements of the Police Department Server Room Heating, Ventilation and Air Conditioning (HVAC) Unit and Corporation Yard HVAC Unit with SH Mechanical Inc. - (Vue: Nvue@suisun.com).
8. Council Adoption of Resolution No. 2026-32: Authorize the City Manager, or his Designee, to Purchase a Fully Outfitted Canine (K-9) Patrol Vehicle from Fairfield Chevrolet in the amount of \$106,000.02 - (Roth: Aroth@suisun.com).
9. Council Adoption of Resolution No. 2026-33: Authorizing the City Manager or Appointed Designee to Enter into a Lease Agreement with Little Lights Child Care to Operate Licensed Child Care Programs at the Joseph Nelson Community Center - (Hull: Jhull@suisun.com).
10. Council Adoption of Resolution No. 2026 34: Authorizing the City Manager to Execute a Contract Change Order with Robertson Industries, Inc. dba Robertson Recreational Services for the Lawler Ranch Park Big Kid's Lot and Hall Park Fall Material Replacement Project - (Vue: Nvue@suisun.com).
11. Council Adoption of Resolution No. 2026-35: Accepting the 2025 Cost Allocation Plan and Analysis - (Deol: Ldeol@suisun.com).

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

12. Authorize the City Manager to Extend the Chavan & Associates, LLP contract to provide the audit services to the City's/Agency/Authority for the fiscal year ending June 30, 2026 and 2027 - (Deol: ldeol@suisun.com).
  - a. Council Adoption of Resolution No. 2026-36: A Resolution of the City Council of the City of Suisun City to Extend the Professional Services Contract with Chavan & Associates, LLP for Audit Services for the Fiscal Year Ending June 30, 2026 and 2027.
  - b. Agency Adoption of Resolution No. SA 2026-01: A Resolution of the Suisun City Council Acting as the Successor Agency to the Redevelopment Agency of the City of Suisun City Authorizing the Executive Director to Extend the Professional Services Contract with Chavan & Associates, LLP for Audit Services for the Fiscal Year Ending June 30, 2026 and 2027.
  - c. Authority Adoption of No. HA 2026-01: A Resolution of the Board of Directors of the Suisun City Housing Authority Authorizing the Executive Director to Extend the Professional Services Contract with Chavan & Associates, LLP for Audit Services for the Fiscal Year Ending June 30, 2026 and 2027.

13. 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 February 3, 2026 and March 3, 2026 – (Skinner: Clerk@suisun.com).

Joint City Council / Successor Agency

14. Council/Agency Approval of February 2026 Accounts Payable and Payroll Warrants - (Deol: Ldeol@suisun.com).

Joint City Council / Housing Authority

15. Joint City Council and Housing Authority: Technical and Administrative Updates to the Investment Policy - (Deol: Ldeol@suisun.com).
  - a. Council Adoption of Resolution No. 2026-37: Adopting a Revised City Investment Policy to Reflect Technical and Administrative Updates; and
  - b. Housing Authority Adoption of Resolution No. HA 2026-02: Adopting a Revised Authority Investment Policy to Reflect Technical and Administrative Updates.

Successor Agency

16. Successor Agency Adoption of Resolution No. SA 2026-02 : Declaring Certain Property Located Generally at the Southwest Corner of Solano Street and Main Street, in the City of Suisun City, Assessor Parcel Numbers 0032-130-010 (701 Main Street / 0.10 Acres), 0032-130-030 (711 Main Street / 0.05 Acres), 0032-130-040 (713 Main Street / 0.02 Acres), and 0032-130-060 (717 Main Street / 0.05 Acres) (Properties) Exempt Surplus Land Pursuant to the Surplus Land Act (Government Code Sections 54220 Et Seq.) - (Caperton: [Rcaperton@suisun.com](mailto:Rcaperton@suisun.com)).

Council Member Pal has a conflict on Item 8 and pulled Item 9.

**PUBLIC COMMENTS**

Item 10

Donna LeBlanc commented the report had inaccurate measurements for this project.  
Steve Olry asked do we have RFP's for these?

**Motion by Vice Mayor Dawson to approve Consent Calendar 6, 7, 10, 11, 12, 13, 14, 15, 16 and seconded by Council Member Pal. Motion passed by the following vote:**

**AYES: Dawson, Hernandez, Pal, Wahington**

**NOES: None**

**ABSENT: Shepherd**

Council Member Pal conflict on Item 8.

**Motion by Vice Mayor Dawson to approve Consent Calendar Item 8 and seconded by Council Member Washington. Motion passed by the following vote:**

**AYES: Dawson, Hernandez, Washington**

**NOES: None**

**ABSENT: Shepherd, Pal (conflict)**

**Item 9**

Council Member Pal stated he had received calls asking how many children would be displaced with this change. He asked if Director Hull could explain.

**PUBLIC COMMENT**

Donna LeBlanc asked about employees that would be transferred to afterschool program; new operator comments; what about the use of the classrooms at the Nelson Center?

Director Janet Hull responded to questions.

**Motion by Council Member Pal to approve Consent Calendar Item 9 and seconded by Vice Mayor Dawson. Motion passed by the following vote:**

**AYES: Dawson, Hernandez, Pal, Washington**

**NOES: None**

**ABSENT: Shepherd**

**PUBLIC HEARING**

17. **Public Hearing:** (Continue Public Hearing to April 7, 2026)

Introduction of Ordinance Amending Municipal Code Chapter 18.04.010 Definitions, Chapter 18.30.170 Accessory Dwelling Units, and Table 18.31.01 Development Standards in Residential Zones, Accessory Dwelling Units to Comply with Recent Changes to State Law Regarding Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) and Determining that the Action is Exempt from the California Environmental Quality Act (CEQA) - (Kearns: [Jkearns@suisun.com](mailto:Jkearns@suisun.com)).

**GENERAL BUSINESS**

18. Council Consideration and Adoption of the Following items Related to the Proposed Organizational Realignment and Strategic Staffing Plan - (Caperton: [Rcaperton@suisun.com](mailto:Rcaperton@suisun.com)).

a. Council Adoption of Resolution No. 2026-38: Approving an Organizational Realignment and Staffing Plan Amending the Citywide Classification Plan Supporting the Organizational Realignment and Strategic Staffing Plan to Eliminate Accounting Technician, Human Resources Technician I/II and Police Commander Classifications, Amend the Management Analyst I/II, Assistant/Associate/Associate Civil/Senior Associate/Senior Associate Civil Engineer, and Police Sergeant Classifications, and Establish Accounting Technician I/II, Human Resources/Payroll Technician I/II/Senior, Senior Civil Engineer, Police Captain and Police Lieutenant Classifications.

b. Council Adoption of Resolution No. 2026-39: Amending the Citywide Salary Schedule to Support the Organizational Realignment and Strategic Staffing Plan to Eliminate Accounting Technician, Human Resources Technician I/II and Police Commander and Establish Salaries for Accounting Technician I/II, Human Resources/Payroll Technician I/II/Senior, Senior Civil Engineer, Police Captain and Police Lieutenant.

City Manager Prebula presented the report and background.

Departments Heads presented information on their departments.

## PUBLIC COMMENTS

Donna LeBlanc commented that the city is \$1.5 in the hole, California Forever stepped in to buy property but money has not happened yet and until it does city is still in the hole; decision made today effects city for 20 years.

Michael Jefferson comments on long term risks; bigger deficits; let tax payers decide.

Steve Olry comments on economic development plan is a failure; financial suicide.

## ON LINE

Lilia Dardon asked what specific funds would be paying for these positions; what is the total of 5 year costs; what is street maintenance backlog.

Ruth Forney comments on moving the city forward; one of the best realignments plans she has seen.

Mr. Prebula responded to public comment questions.

Council comments

**Vice Mayor Dawson moved to approve Item 18 and seconded by Mayor Hernandez. Motion failed by the following vote:**

**AYES: Dawson, Hernandez**

**NOES: Pal, Washington**

**ABSENT: Shepherd**

**Motion by Council Member Pal to approve Police, Public Works and Finance Departments and seconded by Council Member Washington.**

**Motion amended by Mayor Hernandez to approve Police, Public Works, Finance Departments and bring back Housing, HR, Development Services on 4/21 and seconded by Council Member Washington. Motion passed by the following vote:**

**AYES: Dawson, Hernandez, Pal**

**NOES: Washington**

**ABSENT: Shepherd**

19. Council Adoption of Resolution No. 2026-40: 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 - (Prebula: [Bprebula@suisun.com](mailto:Bprebula@suisun.com)).

Michael Wilson, CAP Solano, presented the report.

Council comments.

**Motion by Vice Mayor Dawson to approve the MOU and seconded by Council Member Pal. Motion passed by the following vote:**

**AYES: Dawson, Hernandez, Pal, Washington**  
**NOES: None**  
**ABSENT: Shepherd**

- 20. Council Introduction and Waive Reading of Ordinance No. \_\_\_ Repealing and Replacing in its Entirety Chapter 5.34 (Vendors) and Repealing and Replacing in its Entirety Chapter 18.56 (Mobile Food Vendors) of the Suisun City Municipal Code - (City Attorney).

City Attorney Enright presented the report

ON LINE

Michelle Chavez commented the corner of East Tabor and Old Railroad Ave is a constant issue, appreciate this coming before council.

Council comments

**Motion by Council Member Pal to introduce ordinance and seconded by Vice Mayor Dawson. Motion passed by the following vote:**

**AYES: Dawson, Hernandez, Pal, Washington**  
**NOES: None**  
**ABSENT: Shepherd**

**COUNCIL UPDATES**

Council Member Pal commented on the upcoming Travis air show.

Council Member Washington thanked the public for continuing to reaching out.

Vice Mayor Dawson commented she is working with the committee for Cinco de Mayo on 5/3.

City Attorney Enright commented on the gifts received tonight from Rabbi Lowes; \$50 or more needs to be reported.

Mayor Hernandez commented on the Fairfield Suisun Sewer District meeting on 4/3, open house Suisun Express in Vallejo on August 2nd.

**INFORMATIONAL RPORTS: (Non-Discussion Items)**

**ADJOURNMENT**

There being no further business the meeting was adjourned at 10:06pm.

---

Anita Skinner, City Clerk

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



CITY COUNCIL MEETING

**MINUTES**  
**SPECIAL MEETING OF THE CITY COUNCIL**  
**OF THE CITY OF SUISUN CITY**  
**CLOSED SESSION**  
**TUESDAY, MARCH 24, 2026**  
**5:00 PM**

---

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

---

*CITY COUNCIL MEETINGS ARE HELD IN-PERSON  
PUBLIC PARTICIPATION IS ALSO AVAILABLE VIA ZOOM*

*ZOOM MEETING INFORMATION:*

*WEBSITE: <https://zoom.us/join>*

*MEETING ID: 870 5545 0932*

*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.)*

**CALL TO**

Mayor Hernandez called the meeting to order at 5:06pm.

**ROLL CALL**

PRESENT: Dawson, Hernandez, Pal, Shepherd, Washington

ABSENT: None

**CONFLICT OF INTEREST NOTIFICATION** None

*(Any items on the closed session agenda that might be a conflict of interest to any Councilmembers should be identified at this time.)*

**PUBLIC COMMENT** None

*(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 LEGAL COUNSEL - ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54965.9: (One Case)

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

Entered into Closed Session at 5:07pm.

**CONVENE OPEN SESSION**

Announcement of Actions Taken, if any, in Closed Session.

**ADJOURNMENT**

There being no further business the meeting adjourned at 5:57pm.

---

Anita Skinner, City Clerk

**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, MARCH 24, 2026**  
**6:00 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: 870 5545 0932  
 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. – 825)  
 (Next City Council Res. No. 2025 – 41)  
 556Next Suisun City Council Acting as Successor Agency Res. No. SA2025 - 03)  
 (Next Housing Authority Res. No. HA2025 – 03)



Mayor Hernandez reported the Closed Session ended at 5:56pm and there are no reportable items.

**CALL TO ORDER**

Mayor Hernandez called the meeting to order at 6:06pm.

**ROLL CALL**

PRESENT: Dawson, Hernandez, Pal, Shepherd, Washington  
 ABSENT: None

## **PLEDGE OF ALLEGIANCE**

Led by Council Member Pal.

## **INVOCATION**

Given by Clerk Skinner.

## **APPROVAL OF REORDERING OF AGENDA**

Council Member Washington moved to have Presentations before Reports and seconded by Vice Mayor Dawson. 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.)*

## **PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

3. Proclamation Proclaiming the Observance of "Ramadan and Eid al-Fitr" in March 2026 - (Hernandez: [Ahernandez@suisun.com](mailto:Ahernandez@suisun.com)).

Mayor Hernandez read the proclamation and was presented by Council Member Pal.

On Line

Musa Tariq thanked the council for recognizing the Muslim community and Ramadan and Eid-al-Fitr. Council comments.

Council took a brief recess and reconvened at 6:33pm.

## **REPORTS (Informational items only.)**

1. City Manager Update - (Prebula: [Bprebula@suisun.com](mailto:Bprebula@suisun.com)).
  - Great progress on Gentry property; Del Richardson property by end of the week
  - Working on adding the 4<sup>th</sup> week of the month for council meetings and will start on 4/21 at 6pm.
2. City Attorney Report - (Enright).
  - Recall petitions update on whether or not they need to be submitted and after extensive research there is no need to submit to city clerk. Although there are consequences for using any of the signatures for anything other than the recall.

## **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.)*

Steve Olry commented that on Walters Road, southbound, overgrowth of trees extend into the inner lane; concerned about the city’s representation with California Forever and if we are working with our best interest at heart.

Michelle Chavez likes seeing the press releases by the Police Department and the cooperation between cities; what action is being taken for Blossom/Railroad Avenue properties, updates on Klamath and School Street houses.

Donna LeBlanc disappointed in set up, can only see the back of Council Members Pal and Washington and their lab top screens.

**COUNCIL COMMENTS**

*(Comments are limited to no more than 3 minutes)*

Washington comments

**CONSENT CALENDAR** NONE

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

**PUBLIC HEARING** NONE

**GENERAL BUSINESS**

4. Update on the Suisun City Strategic Plan (Fiscal Year 2024–25 through Fiscal Year 2029–30) - (Prebula: [Bprebula@suisun.com](mailto:Bprebula@suisun.com)).

City Manager Prebula began the presentation and will be guiding residents through the plan.

**OPEN DISCUSSION**

Public Comments by Mike Zeiss, Steve Olry, Michelle Chavez, Ruth Forney, Donna LeBlanc.

Department Heads spoke on Goal A – Public Safety; Goal B-Community Appeal; Goal C – Sustainability and Stewardship; Goal D – Community Vibrancy.

**COUNCIL UPDATES** None

**INFORMATIONAL REPORTS: (Non-Discussion Items)**

**ADJOURNMENT**

There being no further business the meeting was adjourned at 9:56pm.

---

Anita Skinner, City Clerk

**AGENDA TRANSMITTAL**

**MEETING DATE:** April 7, 2026

---

**AGENDA ITEM: PUBLIC HEARING:** Council Introduction and Waive Reading of Ordinance No. \_\_\_; An Ordinance of the City Council of the City of Suisun City, California, Adopting an Ordinance Amending Municipal Code Chapter 18.04.010 Definitions, Chapter 18.30.170 Accessory Dwelling Units, And Table 18.31.01 Development Standards In Residential Zones, Accessory Dwelling Units, to Comply with Recent Changes to State Law Regarding Accessory Dwelling Units (ADU) And Junior Accessory Dwelling Units (JADU) and Determining That The Action Is Exempt From The California Environmental Quality Act (CEQA) - (Continued from March 17, 2026).

---

**FISCAL IMPACT:** There is not fiscal impact associated with this item at this time.

---

**STRATEGIC PLAN:** Community Appeal.

---

**BACKGROUND:** On December 5, 2025, the City of Suisun City received correspondence from the California Department of Housing and Community Development (HCD) requiring updates to the Suisun City Municipal Code for consistency with the latest Accessory Dwelling Unit (ADU) laws (**Attachment 2, HCD Correspondence**).

In response to HCD’s directive, this proposed Zoning Text Amendment (ZTA) further updates local development standards to reflect 2025/2026 legislative mandates, including Assembly Bill (AB) 1154, Senate Bill (SB) 477, and SB 543. The proposed amendment would include amendments specifically to Section 18.04.010 (Definitions) to maintain internal consistency with the revised standards in Section 18.30.170 and Table 18.31.01 Development Standards in Residential Zones, Accessory Dwelling Units. These revisions are required for consistency with State law which took effect January 1, 2026. Like tri-annual updates to the California Building Code, these updates are required by the State and thus this action can be considered more of a formality. Even if the action is not approved, State law would still supersede local regulations regarding Accessory Dwelling Units (ADUs).

The Suisun City Planning Commission held a public hearing and voted to forward a recommendation (**Attachment 3, PC Reso. No. 2026-01**) to the City Council, by a 4-0 vote (Chair Enault absent), to adopt an ordinance amending several sections of the Suisun City Municipal Code regarding updates to Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) as required by the California Department of Housing and Community Development (HCD).

At the March 17, 2026, City Council meeting, the City Council continued the public hearing to the April 7, 2026, meeting at the request of staff which allowed staff to refine the proposed ordinance.

---

**STAFF REPORT:** This section includes summaries of the applicable State laws regarding ADU’s.

**A. Project Description**

The following summarizes key elements of AB 1154, SB 477, and SB 543, as well as proposed text amendments in response to each assembly or senate bill.

### **1. Assembly Bill 1154**

This legislation further refines regulation of ADUs and JADUs. Specifically affected by this legislation are owner-occupancy requirements, square footage limitation, parking requirements, and rental duration. If a JADU includes its own independent sanitation facilities (bathroom), the City is prohibited from requiring owner-occupancy on the property. Owner-occupancy can only be required if the JADU shares a bathroom with the primary residence. In addition, this legislation limits the size of a JADU to 500 square feet of interior livable space, clarifies that no parking can be required for a JADU, and prohibits the rental of a JADU for a term less than 30 days.

In response to AB 1154, the proposed updates would include modifications to Section 18.04.010 Definitions to distinguish between JADUs that share sanitation facilities and those that do not, clarify the maximum size of a JADU, and define interior livable space. Updating the definitions ensures that Suisun City does not enforce legally void occupancy restrictions, thereby avoiding potential challenges from the State.

The proposed zoning text amendment also modifies Chapter 18.30.170 Accessory Dwelling Units and Junior Accessory Dwelling Units to comply with this legislation regarding size, parking requirements, and rental duration. The applicable standards in Table 18.31.01 Development Standards in Residential Zones, Accessory Dwelling Units are also modified by this proposed zoning text amendment.

### **2. Senate Bill 477**

This legislation provided a technical cleanup and reorganization of state ADU law by clarifying definitions, prohibiting Homeowners Associations (HOAs) from prohibiting construction of ADUs or JADUs, and by requiring additional information to be submitted to the state in the Annual Progress Report on Housing Element implementation.

The zoning text amendment proposes changes to 18.04.010 Definitions to include “major transit stop” (the Suisun Fairfield Amtrak Station) and Chapter 18.30.170 Accessory Dwelling Units and Junior Accessory Dwelling Units, to comply with state law, including a reorganization of text to clarify the differences between state mandated units and those ADUs and JADUs that are subject to greater local discretion. In addition, these amendments clarify regulation of ADUs on multifamily sites and those sites within ½ mile of a major transit stop (the Suisun Fairfield Amtrak Station). Table 18.31.010 Development Standards in Residential Zones, Accessory Dwelling Units, is also modified to reflect those changes necessary to comply with state law, such as ADU height modifications for units within ½ mile of a major transit top and limitations on parking requirements.

### **3. Senate Bill 543**

This legislation requires a new standard of “interior livable space” to be used in the review of proposed ADU and JADU dwelling units. This change prevents the thickness of exterior walls or non-habitable areas (like attached garages or mechanical rooms) from being counted against the maximum allowable square footage for the unit. It provides a standardized, statewide metric that increases certainty for applicants and streamlines the building permit review.

This bill also significantly reduces the timeframe for review of ADU and JADU applications for completeness by requiring the review to be completed within 15 days rather than 30 and providing a written notice to the applicant detailing any deficiencies in the application. If a jurisdiction fails to notify an applicant within the 15-day window, the application is deemed complete by operation of law. On a lot with an existing single-family or multifamily dwelling, a jurisdiction must approve or deny a complete application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days.

As amended by SB543, Government Code Section 66311.5 clarifies that impact fees are prohibited for ADUs with 750 square feet or less of interior livable space and for JADUs with 500 square feet or less of interior livable space. For ADUs over 750 square feet, any fees must be charged proportionately to the size of the primary residence. In addition, any ADU or JADU containing less than 500 square feet of interior livable space does not increase assessable space for the purpose of establishing school facility fees.

In response to SB 543, the proposed updates would include amendments to Section 18.04.010 Definitions, Chapter 18.30.170 Accessory Dwelling Units and Junior Accessory Dwelling Units, and Table 18.31.01 Development Standards in Residential Zones, Accessory Dwelling Units to include the new standardized metric of 500 square feet of livable interior space for JADUs and to include this standard in the zoning code, both in Chapter 18.30.170 and in Table 18.31.01.

## **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.

### **1. General Plan Consistency**

As shown in **Attachment 4, General Plan Consistency Analysis**, the proposed amendment is consistent with the 2035 General Plan and the 2023-2031 Housing Element. Specifically, it implements Housing Element Program 1.H (ADU Facilitation) and supports Goal H-1 by providing diverse housing opportunities for all segments of the community because it encourages the facilitation of ADUs and JADUs by standardizing regulations and definitions, speeding up the review process, and providing for the creation of housing units that are diverse in size and affordability.

### **2. Required Findings**

Staff has prepared four findings below regarding how the proposed zoning text amendments are consistent with 2023-2031 Suisun City Housing Element:

- The proposed amendment implements Housing Element Program 1.H (ADU Facilitation) by shortening the review time for determination of application completeness to 15 days and approval or denial to 60 days.
- The proposed amendment implements Housing Element Program 1.H (ADU Facilitation) by amending definitions and residential district standards to create consistency with state law. This removes uncertainty in the review process.
- The proposed amendment supports Goal H-1 (providing diverse housing opportunities for all segments of the community) by encouraging the creation of varied housing units, including detached ADUs, conversion ADUs, and JADUs. JADUs may share sanitation facilities with a primary dwelling or may have independent sanitation facilities. The creation of these varied types of housing units supports Goal H-1.
- The proposed amendment supports Goal H-1 by encouraging the creation of housing units of varying sizes and ranges of affordability. The creation of a variety of housing units supports Goal H-1 (providing diverse housing opportunities for all segments of the community).

Based on Staff's analysis, the proposed zoning text amendment complies with the required findings of General Plan consistency and exemption from environmental review.

### **3. Environmental Review**

The proposed zoning text amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h)

which provide a statutory exemption for the adoption of an ordinance to implement the provisions of Government Code Section 65852.2 (Accessory Dwelling Units), as well as CEQA Guidelines Section 15061(b)(3)), the “common sense” exemption, because it can be seen with certainty that the adoption of these regulations for ADUs and JADUs within existing residential zones would not have a significant effect on the environment.

**C. Conclusion & Recommendation**

Based on the information and analysis provided throughout this report, Staff concludes that the zoning text amendment is necessary to ensure compliance of the city’s municipal code with recent changes to state law. The amendment is also consistent with the Suisun 2035 General Plan and the 2023 -2031 Housing Element. Therefore, Staff recommends the City Council adopt the ordinance which will allow staff to forward the ordinance to the state.

**D. Conflict of Interest**

There are no City Council conflicts of interest identified related to this Project.

---

**STAFF RECOMMENDATION:** Staff recommends the City Council Introduce and Waive Reading of Ordinance No. \_\_\_: An Ordinance of the City Council of the City of Suisun City, California, Adopting an Ordinance Amending Municipal Code Chapter 18.04.010 Definitions, Chapter 18.30.170 Accessory Dwelling Units, And Table 18.31.01 Development Standards In Residential Zones, Accessory Dwelling Units, to Comply with Recent Changes to State Law Regarding Accessory Dwelling Units (ADU) And Junior Accessory Dwelling Units (JADU) and Determining That The Action Is Exempt From The California Environmental Quality Act (CEQA).

---

**DOCUMENTS ATTACHED:**

1. Ordinance No. \_\_\_: An Ordinance of the City Council of the City of Suisun City, California, Adopting an Ordinance Amending Municipal Code Chapter 18.04.010 Definitions, Chapter 18.30.170 Accessory Dwelling Units, And Table 18.31.01 Development Standards In Residential Zones, Accessory Dwelling Units, to Comply with Recent Changes to State Law Regarding Accessory Dwelling Units (ADU) And Junior Accessory Dwelling Units (JADU) and Determining That The Action Is Exempt From The California Environmental Quality Act (CEQA).
2. HCD Correspondence
3. PC Resolution No. PC26-01
4. General Plan Consistency
5. PowerPoint

---

**PREPARED BY:**  
**REVIEWED BY:**  
**APPROVED BY:**

John Kearns, Principal Planner  
Ricky Caperton, AICP, Dev. Services Director  
Bret Prebula, City Manager

---

**ATTACHMENTS:**

1. [ADU Ordinance ATCH 1 ORD No. XXX.docx](#)
2. [ADU Ordinance ATCH 2 HCD Correspondence.pdf](#)
3. [ADU Ordinance ATCH 3 PC Resolution PC26-01.pdf](#)

4. ADU Ordinance ATCH 4 GP Consistency.docx

5. ADU Ordinance PPT Presentation.pdf

.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, ADOPTING AN ORDINANCE AMENDING MUNICIPAL CODE CHAPTER 18.04.010 DEFINITIONS, CHAPTER 18.30.170 ACCESSORY DWELLING UNITS, AND TABLE 18.31.01 DEVELOPMENT STANDARDS IN RESIDENTIAL ZONES, ACCESSORY DWELLING UNITS, TO COMPLY WITH RECENT CHANGES TO STATE LAW REGARDING ACCESSORY DWELLING UNITS (ADU) AND JUNIOR ACCESSORY DWELLING UNITS (JADU) AND DETERMINING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

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

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

**WHEREAS**, this proposed Zoning Ordinance amendment was considered by the City Council of the City of Suisun City at its regular meeting of April 7, 2026; and

**WHEREAS**, this proposed Zoning Ordinance amendment was continued from March 17, 2026 to a date certain of April 7, 2026; and

**WHEREAS**, this proposed Zoning Ordinance amendment was considered by the Planning Commission at their February 24, 2026, and the Commission recommended City Council approval of the ordinance by a vote of 4-0 with one absence; and

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

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

**SECTION 1.** The City Council hereby approves the proposed changes to the text of the Suisun City Municipal Code amending Chapter 18.04.010 “Definitions”, by repealing in its entirety and replacing Chapter 18.30.170 “Accessory Dwelling Units and Junior Accessory

Dwelling Units”, and by repealing it its entirety and replacing Table 18.31.010 “Development Standards in Residential Zones, Accessory Dwelling Units”, to read as follows:

**18.04.010] - [Definitions.]**

“Accessory dwelling unit (ADU)” means an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It includes permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which the single-family or multifamily dwelling is or will be situated. An ADU includes the following:

1. An efficiency unit, as defined in Section 17958.1 of the California Health and Safety Code.
2. A manufactured home, as defined in Section 18007 of the California Health and Safety Code.

“Junior accessory dwelling unit (JADU)” means a unit that is no more than 500 square feet of interior livable space in size and contained entirely within a single-family residence. A JADU may include separate sanitation facilities or may share sanitation facilities with the primary residence.

“Interior livable space” means the interior habitable space in a dwelling unit, not including wall thickness, exterior architectural features, or other nonhabitable spaces or features.

“Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

“Major Transit Stop” means the Suisun Fairfield Amtrak Station or a location where the public may access fixed-route bus transportation at the intersection of two or more major bus routes with a service frequency interval of 20 minutes or less during morning and afternoon peak commute hours is also within the definition of a major transit stop. (Such a fixed-route bus stop does not currently exist within the city.)

**18.30.170 Accessory Dwelling Units and Junior Accessory Dwelling Units**

A. Accessory Dwelling Units (State-Exempt Units)

1. Purpose, Applicability, and Review

Notwithstanding any other provision, the City shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the types of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) listed under Section 18.03.170(A)(3). These units are considered "state-exempt" because they are subject only to the specific state standards as provided below. The City shall not apply any additional objective development or design standards in its review.

- a) Within 15 business days of receipt of an application for a state-exempt ADU or JADU a determination of completeness shall be made.
- b) Within 60 days following the submittal of a complete application, the city shall approve an application which meets state standards.

## 2. General Requirements

- a) No Parking Replacement: The City shall not require the replacement of off-street parking spaces if a garage, carport, or covered parking structure is demolished or converted in conjunction with an ADU application under this section.
- b) No Correction of Nonconformities: Approval shall not be conditioned upon the correction of pre-existing nonconforming zoning conditions.
- c) Fire Sprinklers: Fire sprinklers shall not be required for the ADU/JADU if they are not required for the primary residence.
- d) Rental Term: The rental of any ADU or JADU created under this section must be for a term longer than 30 days.

## 3. Mandatory Approval Categories

The following units shall be approved without the application of local objective development or design standards, except as expressly authorized by Government Code Section 66323:

- a) Converted Single-Family Space: One JADU within the existing or proposed space of a single-family dwelling, plus one ADU within the existing or proposed space of a single-family dwelling or an existing accessory structure.

### Standards:

- i. Ingress/Egress: Independent exterior access.
- ii. Setbacks: Minimum 4-foot side and rear yard setbacks or as required for fire and safety.
- iii. Size:
  - JADU – Not more than 500 square feet of interior livable space.
  - ADU - Not more than 800 square feet of interior livable space; however, an expansion of up to 150 square feet is permitted solely to accommodate ingress and egress.

- Height: Maximum height is 16 feet.
- b) Detached Single-Family ADU: One detached, new construction ADU on a lot with an existing or proposed single-family dwelling.

Standards:

- i. Setbacks: Minimum 4-foot side and rear yard setbacks.
- ii. Size: Not more than 800 square feet of interior livable space.
- iii. Height: Maximum height is 16 feet.

- c) Converted Multifamily Space: A minimum of one unit, and up to a number of units equal to 25% of the existing multifamily units.

Standards:

- a) Location: Created within the interior of an existing multifamily dwelling structure in an area not used as livable space (e.g., storage areas, boiler rooms, attics, garages.)
- b) Size: Not more than 800 square feet of interior livable space.

- d) Detached Multifamily ADUs: Up to eight (8) detached ADUs on a lot with an existing multifamily dwelling or up to two (2) detached ADUs on a lot with a proposed multifamily dwelling.

Standards:

- a) Setbacks: Minimum 4-foot side and rear yard setbacks.
- b) Size: Not more than 800 square feet of interior livable space.
- c) Height: For a detached ADU on a lot with an existing or proposed multi-family, multi-story dwelling, a detached ADU may not exceed 18 feet in height.

**B. Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) (Not State-Exempt Units)**

**1. Purpose and Applicability**

The provisions herein are intended to implement the requirements of California Government Code Section 66313 et seq. These provisions apply to all lots in residential or mixed-use zones where a primary dwelling exists or is proposed.

**2. Fee Exemptions and Limitations**

No impact fees (other than school impact fees) shall be charged for ADUs or JADUs with 750 square feet or less of interior livable space. School impact fees may be imposed on ADUs and JADUs of a size greater than 500 square feet of interior livable space.

### 3. General Development Standards

For ADUs that do not qualify as State Exempt under Government Code Section 66323, the following objective standards apply:

- a) Number: One ADU and one JADU are permitted on a lot with an existing single-family residence.
- b) Setbacks: Side and rear setbacks shall not be less than 4 feet.
- c) Yards: A detached ADU shall be located in the rear 50% of the lot, unless such a standard precludes the development of a detached ADU in which case it may be located within the front 50% of the lot.
- d) Size:
  - i. Detached ADU: Up to 850 square feet for units with one bedroom or less, and up to 1,000 square feet for units with more than one bedroom.
  - ii. JADU: Up to 500 square feet.
- e) Owner occupancy: For JADUs without independent sanitation facilities, owner-occupancy of either the primary residence or the JADU is required.
- f) Parking:
  - i. One parking space is required per unit or per bedroom, whichever is less.
  - ii. Tandem parking is permitted and may be located within setback areas.
  - iii. No replacement parking is required if a garage or carport is demolished to create an ADU.
  - iv. No additional parking is required if the ADU is located:
    - Within one-half mile walking distance of public transit;
    - Within an architecturally and historically significant district;
    - Within an existing primary residence or existing accessory structure;
    - Within an area where on-street parking permits are required, but no permit is offered to the occupant of the ADU;
    - Within one block of a car share vehicle.
- g) Rental Term: The rental of any ADU or JADU created under this section must be for a term longer than 30 days.

<b>Table 18.31.01 Development Standards in Residential Zones</b>					
<b>Accessory Dwelling Units</b>					
	RL Residential Low- density	RM Residential Medium- density	RH1 Residential High- density 1	RH2 Residential High-density 2	RMU Residential Mixed- Use
<b>State-exempt (Mandated) Accessory Dwelling Units</b>					
<b>Approval<sup>1</sup></b>	Ministerial	Ministerial	Ministerial	Ministerial	Ministerial
<b>Maximum unit count <sup>2</sup></b>					
Detached ADU	1	1	Up to 8 (not to exceed number of existing units)	Up to 8 (not to exceed number of existing units)	Up to 8 (not to exceed number of existing units)
Conversion Unit	1	1	Up to 25% of existing units	Up to 25% of existing units	Up to 25% of existing units
JADU	1	1	0	0	0
<b>Maximum Size</b>					
Detached ADU	800 square feet – interior livable space	800 square feet – interior livable space	800 square feet – interior livable space	800 square feet – interior livable space	800 square feet – interior livable space
Conversion Unit	800 square feet – interior livable space	800 square feet – interior livable space	800 square feet – interior livable space	800 square feet – interior livable space	800 square feet – interior livable space
JADU	500 square feet – interior livable space	500 square feet – interior livable space	N/A	N/A	N/A
<b>Maximum Height<sup>3</sup></b>	16'	16'	18'	18'	18'
<b>Setbacks</b>	4' side and rear; Front setback waived if it precludes a unit on site	4' side and rear; Front setback waived if it precludes a unit on site	4' side and rear; Front setback waived if it precludes a unit on site	4' side and rear; Front setback waived if it precludes a unit on site	4' side and rear; Front setback waived if it precludes a unit on site
<b>Parking<sup>4</sup></b>	1 space per bedroom	1 space per bedroom	1 space per bedroom	1 space per bedroom	1 space per bedroom
<b>Space between primary dwelling and detached ADU</b>	5 feet or as required by CBSC	5 feet or as required by CBSC	5 feet or as required by CBSC	5 feet or as required by CBSC	5 feet or as required by CBSC

<b>Non-state-exempt Accessory Dwelling Units (Government Code Section 66313 et seq.)</b>					
<b>Approval<sup>1</sup></b>	Ministerial	Ministerial	N/A	N/A	N/A
<b>Maximum unit count</b>					
Detached ADU/ Conversion Unit	1	1	N/A	N/A	N/A
JADU	1	1	N/A	N/A	N/A
<b>Maximum Size</b>					
Detached ADU: Up to 1 bedroom 2+ bedrooms	850 sq. ft. 1000 sq. ft.	850 sq. ft. 1000 sq. ft.	N/A	N/A	N/A
Conversion Interior Unit	50% of existing primary unit	50% of existing primary unit	N/A	N/A	N/A
JADU	500 sq. ft.	500 sq. ft.	N/A	N/A	N/A
<b>Maximum Height<sup>3</sup></b>	16"	16'	N/A	N/A	N/A
<b>Setbacks</b>	4' side and rear; Front setback waived if it precludes a unit on site	4' side and rear; Front setback waived if it precludes a unit on site	N/A	N/A	N/A
<b>Parking<sup>4</sup></b>	1 space per bedroom	1 space per bedroom	N/A	N/A	N/A
<b>Space between primary dwelling and detached ADU</b>	5 feet or as required by CBSC	5 feet or as required by CBSC	N/A	N/A	N/A

- 1 Ministerial review: Within 15 business days of receipt a determination of completeness shall be made. Within 15 business days of a resubmittal application, a determination of completeness shall be made. Within 60 days following the submittal of a complete application the city shall approve an application which meets standards. If a determination is not made within 60 days the application is deemed approved.
- 2 Maximum number of units: On a site with an existing multifamily structure, up to 8 units (not to exceed number of existing units on a site with a proposed multifamily structure, up to 2 units.
- 3 Maximum Height: 16 except for locations within ½ mile of a major transit stop, in which case the maximum height is 18 feet. However, the ADU height may be increased up to the maximum height of the existing primary single-family dwelling if it exceeds 16 feet.
- 4 Parking: One space per unit or one space per bedroom, whichever is less, is required. However, no replacement parking is required if a garage, carport, or covered parking structure is demolished or converted in conjunction with an ADU application. Tandem parking is permitted and may be located within setback areas. No additional parking is required if the ADU is located:

Ordinance No. \_\_\_\_  
 Adopted \_\_\_\_\_  
 Page 7 of 9

- Within one-half mile walking distance of public transit;
- Within an architecturally significant and/or historic district;
- Within an existing primary residence or existing accessory structure;
- Within an area where off-street parking is required, but no permit is offered to the occupant of the ADU;
- Within one block of a car share vehicle.

**SECTION 2.** The City has determined the zoning text amendment is exempt from CEQA review. Public Resources Code Section 21080.17 provides a statutory exemption for the adoption of an ordinance by a city or county to implement the provisions of state ADU law. Furthermore, CEQA Guidelines Section 15282(h) provides a statutory exemption for the adoption of an ordinance by a city or county to implement the provisions of state ADU law. Furthermore, under CEQA Guidelines Section 15061(b)(3) it can be seen with certainty that these ministerial standards will not have a significant effect on the environment.

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

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

[SIGNATURES ON FOLLOWING PAGE]

**PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council of the City of Suisun City, California, on this 21<sup>st</sup> day of April 2026.

\_\_\_\_\_  
Alma Hernandez,  
Mayor

ATTEST:

\_\_\_\_\_  
Anita Skinner,  
City Clerk

**CERTIFICATION**

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, April 7, 2026, and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, April 21, 2026, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this 21<sup>st</sup> day of April 2026.

\_\_\_\_\_  
Anita Skinner,  
City Clerk

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

651 Bannon Street, Suite 400  
Sacramento, CA 95811  
(916) 263-2911 / FAX (916) 263-7453  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



December 5, 2025

John Kearns  
Planning Manager  
Suisun City  
701 Civic Center Blvd.  
Suisun City, CA 94585

Dear John Kearns:

**RE: Suisun City – Accessory Dwelling Unit (ADU) Ordinance Updates – Letter of Technical Assistance**

The most recent ADU ordinance on file for Suisun City with the California Department of Housing and Community Development (HCD) is from 2020. Given the numerous changes to State ADU Law since the adoption of the ordinance, the ordinance may be outdated and out of compliance with State ADU Law. If HCD's records are incorrect, and a new ordinance has been adopted, please submit it to the [ADU Portal](#) for HCD's review.

Below are the changes to State ADU Law that have occurred in recent years and may warrant an update to Suisun City's ADU ordinance:

**Updates to the [ADU Handbook \(2025\)](#)**

- Clarifies that ADU Law prohibits deed restrictions on ADUs. A deed restriction would be an "additional standard" and thus cannot be imposed on ADUs (Gov. Code, § 66315).
- Clarifies that homeowners' associations (HOAs), as a third party, cannot influence the approval of an application to create an ADU. Third party reviews by an HOA or their representatives or agents would violate State ADU Law. (Gov. Code, § 66315.) No other local ordinances, policies, or regulations may be applied in the approval or denial of an ADU or junior ADU (JADU) permit application (Gov. Code, § 66317, subd. (c)).
- Clarifies that a local agency may not require parking as a condition to permitting a JADU, even when the JADU is converted from an attached garage (Gov. Code, § 66334, subd. (a)).

### Changes to ADU Law in 2025:

- Specifies that if a JADU has shared sanitation facilities with the primary structure, owner-occupancy will be required. If the JADU does *not* have shared sanitation facilities, owner-occupancy will *not* be required (Gov. Code, § 66333, subd. (b)).
- Require rental terms for JADUs for terms longer than 30 days (Gov. Code, § 66333, subd. (g)).
- Specifies that if a local agency fails to submit an adopted ADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when permitting ADUs (Gov. Code, § 66326, subd. (d)).
- Revises the definition of a "junior accessory dwelling unit" to require the size of a JADU to be no more than 500 square feet of interior livable space (Gov. Code, § 66313, subd. (d)).
- Revises the limitations on impact fees to, instead, prohibit impact fees upon the development of an ADU that has 750 square feet of interior livable space or less or a JADU that has 500 square feet of interior livable space or less, and to require that any impact fee on an ADU that has more than 750 square feet of interior livable space be charged proportionately in relation to the square footage of the primary dwelling unit (Gov. Code, § 66311.5, subds. (a) – (d)).
- Requires a permitting agency to determine whether an application for an ADU or JADU is complete and provide written notice of the determination not later than 15 business days after the permitting agency received the application (Gov. Code, § 66317, subd. (a)(2)(A)).
- Requires the permitting agency to provide the applicant with a list of incomplete items and a description of how the application can be made complete in the written notice and authorizes the applicant to cure and address the application, as specified, if it is determined that an application is incomplete (Gov. Code, § 66317, subd. (a)(2)(B)).
- Requires the permitting agency to provide a process for the applicant to appeal a denied application, as provided, and requires the permitting agency to provide a final written determination by not later than 60 business days after receipt of the written appeal if a permit application is determined to be incomplete or is denied (Gov. Code, § 66317, subd. (d)(1)).
- Specifies that an ADU or JADU that contains less than 500 square feet of interior livable space does not increase assessable space.
- Revises size limitations to be based on the square footage of interior living space of the ADU (Gov. Code, § 66321, subds. (b)(2)(A), (b)(2)(B), and (b)(3)).
- Specifies the number of allowable ADUs per lot with a proposed or existing single-family dwelling (Gov. Code, § 66323, subd. (a)).

- Clarifies that fire sprinklers are not required for a JADU if the primary residence does not have fire sprinklers and that the addition of a JADU cannot trigger the requirement for fire sprinklers (Gov. Code, § 66323, subd. (d)).
- Adds section 66333.5, which specifies that if a local agency fails to submit an adopted JADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when processing applications for ADUs.
- Requires a local agency to issue a certificate of occupancy for an ADU constructed in a county that is subject to a proclamation of a state of emergency made by the Governor on or after February 1, 2025, even if the primary dwelling has not yet been issued a certificate of occupancy, if certain requirements are met, including that the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation (Gov. Code, § 66328).
- Creates an exception to areas that fall under the California Coastal Act by requiring a local government or the Coastal Commission, as specified, to either approve or deny a coastal development permit application for an ADU within 60 days of receiving a completed application (Gov. Code, § 66329, subd. (a).)
- Specifies that no reimbursement is required for school service charges, fees, or assessments sufficient to pay for the program or level of service within the meaning of Government Code section 17556 (Gov. Code, § 66329).
- Specifies that reasonable restrictions in covenants, restrictions, and conditions, as described in the Civil Code, shall not include any fees or other financial requirements (Civil Code, § 714.3, subd. (b)).

#### **Changes to ADU Law in 2024:**

- SB 477 (Chapter 7, Statutes of 2024) made changes to the numbering of the sections of the Government Code for State ADU and JADU Laws.
- Prohibits a local agency from denying a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, for building code violations, unless the local agency makes a finding that correcting the violation is necessary to comply with conditions that would otherwise deem a building substandard (Gov. Code, § 66332, subs. (a)-(c)).
- Defines "livable space" as a space in a dwelling intended for human habitation, as the term appears in Government Code sections 66313, subdivision (e), and 66323, subdivision (a)(3)(A).
- Provides that uncovered, off-street parking spaces demolished in conjunction with the construction of an ADU do not need to be replaced (Gov. Code, § 66314, subd. (d)(11)).

- Changes the allowable number of detached ADUs on a lot with an existing multifamily dwelling to eight detached ADUs, provided that the number of ADUs does not exceed the number of existing units on the lot (Gov. Code, § 66323, subd. (a)(4)(A)(ii)).
- Prohibits a local agency from imposing any objective development standards on 66323 Units that are not authorized by the provisions of Government Code section 66323, subdivision (a) (Gov. Code, § 66323, subd. (b)).

#### **Changes to ADU Law in 2023:**

- Sunsets a former prohibition on a local agency imposing an owner occupancy requirement on any ADU and instead prohibits a local agency from requiring owner occupancy for an ADU (Gov. Code, § 66315).
- Allows a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and ADU(s) as condominiums, subject to certain conditions (Gov. Code, §§ 66340-66342).

#### **Changes to ADU Law in 2021:**

- Allows a local agency to permit the separate conveyance of ADUs from the primary dwelling under Government Code section 66341 in certain circumstances.

#### **Changes to ADU Law in 2020:**

- Requires that an application for the creation of an ADU or JADU is deemed approved (not just subject to ministerial approval) if the local agency has not approved or denied the completed application within 60 days (Gov. Code, § 66317, subd. (a)).
- Requires ministerial approval of an application for a building permit within a residential or mixed-use zone to create one ADU and one JADU per lot (not one or the other), within the proposed or existing single-family dwelling, if certain conditions are met (Gov. Code, § 66323, subd. (a)(1)(A)).
- Allows for rental or leasing of a separate interest ADU or JADU in a common interest development, notwithstanding governing documents that otherwise appear to prohibit renting or leasing of a unit, and without regard to the date of the governing documents (Civ. Code, §§ 4740, subd. (a); 4741, subd. (a)).
- Allows a homeowner to create “any of the following”: one converted or attached ADU; one detached, new construction ADU; and one JADU (Gov. Code, § 66323, subs. (a)(1)-(2)). More information can be found in HCD’s 2025 ADU Handbook.

### **Changes to ADU Law in 2019:**

- Prohibits a local agency from including requirements on minimum lot size in development standards for ADUs (Gov. Code, § 66314, subd. (b)(1)).
- Allows a local agency to designate areas where ADUs may be located based on the adequacy of water and sewer services, as well as on impacts on traffic flow and public safety (Gov. Code, § 66314, subd. (a)).
- Eliminates all owner occupancy requirements by a local agency for ADUs approved between January 1, 2020, and January 1, 2025 (Gov. Code, § 66315).
- Prohibits a local agency from establishing a maximum size of an ADU of less than 850 square feet, or 1,000 square feet if the ADU contains more than one bedroom and requires approval of a permit to build an ADU of up to 800 square feet (Gov. Code, § 66321, subds. (b)(2), (b)(3)).
- Prohibits a local agency from requiring replacement of off-street parking spaces for ADUs created through the conversion of a garage, carport, or covered parking structure (Gov. Code, § 66314, subd. (d)(11)).
- Reduces the maximum ADU and JADU application review time from 120 days to 60 days (Gov. Code, §§ 66317, subd. (a); 66335, subd. (2)).
- Clarifies that “public transit” includes various means of transportation that charge set fees, run on fixed routes, and are available to the public (Gov. Code, § 66313, subd. (m)).
- Adds impact fee exemptions and limitations based on the size of the ADU. ADUs up to 750 square feet are exempt from impact fees, and ADUs that are 750 square feet or larger may be charged impact fees, but those fees must be proportional in size (by square foot) to fees charged for the primary dwelling unit (Gov. Code, § 66324, subd. (c)(1)).
- Defines of an “accessory structure” to mean a structure that is accessory and incidental to a dwelling on the same lot (Gov. Code, § 66313, subd. (b)).
- Permits JADUs even where a local agency has not adopted an ordinance expressly authorizing them (Gov. Code, § 66320).
- Allows for a permitted JADU to be constructed within the walls of the proposed or existing single-family residence and eliminates the required inclusion of an existing bedroom and an interior entry into the single-family residence (Gov. Code, § 66333, subd. (d)).
- Requires, upon application and approval, a local agency to delay enforcement against a qualifying substandard ADU for five years to allow the owner to correct the violation, so long as the violation is not a health and safety issue, as determined by the enforcement agency (Gov. Code, § 66331; HSC, § 17980.12).

- Makes covenants, conditions, and restrictions that either effectively prohibit or unreasonably restrict the construction or use of an ADU or JADU on a lot zoned for single-family residential use void and unenforceable (Civ. Code, § 4751)).

If an existing ADU ordinance fails to meet the requirements of State ADU Law, the ordinance is “null and void” and the local jurisdiction must apply the standards set forth in State ADU Law until it adopts an ordinance that complies with state law (Gov. Code, § 66316). HCD recommends that a local jurisdiction with a noncompliant ADU ordinance repeal the ordinance to provide clarity for ADU applicants who may otherwise rely on the outdated ordinance.

HCD requests a response by January 4, 2026 with either (1) a description of how the ADU ordinance continues to comply with State ADU Law despite the changes to the law, or (2) a plan and timeline to either repeal the current ordinance or adopt an amended, compliant ordinance and submit it to HCD for review.

If you have any questions or need additional information, please contact Auzzie Sheard at [Auzzie.sheard@hcd.ca.gov](mailto:Auzzie.sheard@hcd.ca.gov).

Sincerely,



Jamie Candelaria  
Section Chief, ADU Policy  
Housing Accountability Unit

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



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## CITY OF SUISUN CITY

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

January 4, 2026

Jamie Candelaria  
Section Chief, ADU Policy  
Housing Accountability Unit  
Department of Housing and Community Development  
Division of Housing Policy Development  
651 Bannon Street, Suite 400  
Sacramento, CA 95811

Dear Jamie Candelaria:

### **RE: Suisun City – Accessory Dwelling Unit (ADU) Ordinance Updates – Response to Letter of Technical Assistance**

On behalf of the City, I apologize that the most recent ADU ordinance on file for Suisun City with the California Department of Housing and Community Development (HCD) is from 2020. The City subsequently updated the ADU ordinance in August 2024 but failed to provide HCD with a copy of the ordinance.

We are submitting the 2024 ordinance to the HCD ADU Portal to ensure that HCD has a record of the zoning text changes which the City has made over time. However, given the numerous changes to State ADU Law since the adoption of the August 2024 ordinance, the zoning code does require additional amendment to stay in compliance with State ADU Law.

Consequently, staff has begun preparation of a text amendment to the zoning code to ensure that the City's ADU regulations are in compliance with all legislative changes to date. It is anticipated that the zoning text amendment will be forwarded to the Planning Commission for consideration at the February 24, 2026, meeting and then forwarded to the City Council for adoption in March 2026. The compliant ordinance will be submitted, as required, to HCD for review.

Sincerely,

John Kearns  
Principal Planner  
City of Suisun City

DEPARTMENTS: AREA CODE (707)

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

**RESOLUTION NO. PC26-01**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SUISUN CITY RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE AMENDING MUNICIPAL CODE CHAPTER 18.04.010 DEFINITIONS, CHAPTER 18.30.170 ACCESSORY DWELLING UNITS, AND TABLE 18.31.01 DEVELOPMENT STANDARDS IN RESIDENTIAL ZONES, ACCESSORY DWELLING UNITS TO COMPLY WITH RECENT CHANGES TO STATE LAW REGARDING ACCESSORY DWELLING UNITS (ADU) AND JUNIOR ACCESSORY DWELLING UNITS (JADU) AND DETERMINING THAT THE ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

**WHEREAS**, the City of Suisun City is a general law city and its Zoning Ordinance is codified in Title 18 of the Suisun City Municipal Code (SCMC); and

**WHEREAS**, the State of California has enacted legislation, including Senate Bill 477, Assembly Bill 1154, and Senate Bill 543, restructuring and amending Government Code sections to encourage and streamline the production of Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs); and

**WHEREAS**, the proposed Zoning Text Amendment is necessary to bring SCMC Chapter 18.04.010, Chapter 18.30.170, and Table 18.31.01 into full compliance with current State law, including mandatory 15-day completeness reviews, revised size calculations, and the prohibition of certain owner-occupancy requirements; and

**WHEREAS**, on **February 24, 2026**, the Planning Commission held a duly noticed public hearing to consider the Zoning Text Amendment, at which time all interested parties were given the opportunity to be heard; and

**WHEREAS**, the Planning Commission has determined that the proposed amendment is consistent with the City's 2035 General Plan and the 2023-2031 Housing Element, specifically Program 1.H, which mandates updating the municipal code to reflect the latest state ADU legislation; and

**WHEREAS**, the Planning Commission finds that the adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) under Public Resources Code Section 21080.17 and CEQA Guidelines Sections 15282(h) and 15061(b)(3).

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Suisun City hereby recommends that the City Council adopt an ordinance amending Chapter 18.04.010, Chapter 18.30.170, and Table 18.31.01 of the Suisun City Municipal Code as follows:

1. **Findings.** The Planning Commission finds that the above recitals are true and correct and are incorporated herein by reference.
2. **General Plan Consistency.** The proposed amendment implements Housing Element programs intended to facilitate ADU production and is consistent with the goal of providing diverse housing opportunities for all segments of the community.
3. **Recommendation.** The Planning Commission recommends that the City Council approve the Zoning Text Amendment as presented in the Staff Report dated February 24, 2026.

**PASSED AND ADOPTED** at a regular meeting of the Planning Commission of the City of Suisun City duly held on the 24th day of February 2026, by the following vote:

AYES:	Commissioners: <u>Elder, Kamin, Dardon, West</u>
NOES:	Commissioners: <u>None</u>
ABSENT:	Commissioners: <u>Enault</u>
ABSTAIN:	Commissioners: <u>None</u>

WITNESS my hand and the seal of said City this 24<sup>th</sup> day of February 2026.

  
 \_\_\_\_\_  
 Commission Secretary

**ATTACHMENT 4**  
**General Plan Consistency Analysis**

**HOUSING ELEMENT**

- **Housing Element Program 1.H (ADU Facilitation)**

*Staff Analysis:* The proposed zoning text amendment implements Housing Element Program 1.H (ADU Facilitation) by shortening the review time for determination of application completeness to 15 days and approval or denial to 60 days. ....

- **Housing Element Program 1.H (ADU Facilitation)**

*Staff Analysis:* The proposed zoning text amendment implements this program by amending definitions and residential district standards to create consistency with state law. This removes uncertainty in the review process.

- **Goal H-1 (providing diverse housing opportunities for all segments of the community)**

*Staff Analysis:* The proposed zoning text amendment supports this goal by encouraging the creation of varied housing units, including detached ADUs, conversion ADUs, and JADUs. JADUs may share sanitation facilities with a primary dwelling or may have independent sanitation facilities. The proposed amendment also supports Goal H-1 by encouraging the creation of housing units of varying sizes and ranges of affordability. The creation of a variety of housing units supports Goal H-1 (providing diverse housing opportunities for all segments of the community).



# City of Suisun City Planning Commission April 7, 2026

Zoning Text Amendments (ZTA) for Accessory Dwelling Units

1

## Zoning Text Amendment – Accessory Dwelling Units (ADUs)

The proposed zoning text amendments include:

- **Amending:**
  - Chapter 18.04 Definitions
- **Repealing and replacing:**
  - Chapter 18.30.170 Accessory Dwelling Units and Junior Accessory Dwelling Units
  - Table 18.31.01 Development Standards in Residential Zones, Accessory Dwelling Units

2

## General Plan and Housing Element Consistency

- Suisun 2035 General Plan and 2023-2031 Housing Element Consistency:
  - **Goal H-1:** Provide diverse housing opportunities for all segments of the community to meet current and future needs.
    - **Finding:** Allowing and encouraging housing units that are diverse in size and affordability supports this goal
  - **Program 1.H -Accessory Dwelling Units (ADUs):** Increase the supply of affordable housing and reduce displacement risks for low-income households by encouraging the construction of ADUs and JADUs throughout the city.
    - **Finding:** Amending definitions and residential district standards to create consistency with state law removes uncertainty in the review process.
    - **Finding:** Shortening review time for application completeness to 15 days and approval or denial to 60 days implements this programs objectives.

3

## Repealing and Replacing Chapter 18.30.170

- **Definition of Size:** Square footage limits based on "**interior livable space**".
- **Multifamily Detached ADUs:**
  - **Increased Quantity:** Allow up to **eight detached ADUs** on a lot with an existing multi-family dwelling (up to the number of existing units on the lot.)
- **Parking Conversion:** No replacement of **uncovered off-street parking spaces** when they are demolished or converted to create an ADU.
- **JADUs:**
  - **Owner-Occupancy:** Owner-occupancy requirement only applies if the JADU shares sanitation facilities (bathroom) with the primary home.
- **Impact Fee Exemptions** for JADUs and ADUs with:
  - Less than 750 square feet of interior livable space - exempt from impact fees.
  - Over 750 square feet – fees are proportionate to the primary dwelling's size.

4

## Repealing and Replacing Chapter 18.30.170 State-exempt ADUs (Government Code Section 66323)

- **Conversion of single-family space:**
  - One JADU within the existing or proposed space of a single-family dwelling;
  - One ADU within the existing or proposed space of a single-family dwelling; or an existing accessory structure.
- **Detached new construction:**
  - One permitted on a lot with an existing or proposed single-family dwelling.
- **Definition of Size:** Square footage limits based on "**interior livable space**".
- **Multifamily Detached ADUs:** Up to **eight detached ADUs** on a lot with an existing multi-family dwelling.
- **Parking Conversion:** No replacement of **uncovered off-street parking spaces**.
- **Owner-Occupancy for JADU:** Applies only if shared sanitation facilities
- **Impact Fees:**
  - Less than 750 square feet of interior livable space - **exempt**
  - Over 750 square feet – **proportionate** to the primary dwelling's size.

5

## Repealing and Replacing Chapter 18.30.170, continued

- **Height and Setback:**
  - **18 Feet:** ADUs on multifamily lots or within one-half mile of major transit
  - **25 Feet:** (Or the height of the primary dwelling) for attached ADUs.
- **Front Setbacks:** Allow construction of an ADU of at least 800 square feet in the front yard if a rear or side location is infeasible.
- **Procedural Compliance:**
  - **Completeness review:** Determine if an ADU application is complete and provide written notice of any deficiencies within **15 business days**.
  - **Ministerial Timeline:** Applications must be approved or denied within **60 days**.
- **HCD Review:** Submit updated ordinance to HCD within 60 days of adoption.
  - Failure to do so (or to respond to HCD's requested changes) can render the relevant sections of the municipal code **null and void**.

6

## Repealing and replacing Table 18.31.01

### Achieve compliance with state law

- **Maximum Units:** One each of detached, conversion/attached, and JADU.
- **Maximum Size:** Differs between state-exempt ADUs and locally-regulated ADUs.
- **Maximum Height:** Up to 18 feet or 25 feet in specific situations.
- **Front Setback:** Must allow construction of an ADU of at least 800 square feet in the front yard if a rear or side location is infeasible.
- **Size Definition:** JADUs are limited to 500 square feet of interior livable space.
- **Multifamily Lot:** Up to eight detached ADUs are allowed, provided the total number of ADUs does not exceed the number of existing units on the property.
- **Parking Conversion:** New ADUs can be built in existing uncovered parking areas without requiring replacement parking.

7

## CEQA Exemption

- Public Resources Code Section 21080.17; and
- CEQA Guidelines Section 15282(h)
  - Statutory exemption for the adoption of an ordinance to implement the provisions of Government Code Section 65852.2 (Accessory Dwelling Units).
- CEQA Guidelines Section 15061(b)(3))
- (The “common sense” exemption)
  - When it can be seen with certainty that the adoption of these regulations for ADUs and JADUs within existing residential zones would not have a significant effect on the environment.

8

## Planning Commission Recommendation

- Planning Commission Public Hearing – February 24, 2026
- Planning Commission Resolution PC26-01 (Attachment 3 of Staff Report)

9

## Recommendation

Staff recommends the City Council Introduce and Waive Reading of Ordinance No. \_\_\_\_: An Ordinance of the City Council of the City of Suisun City, California, Adopting an Ordinance Amending Municipal Code Chapter 18.04.010 Definitions, Chapter 18.30.170 Accessory Dwelling Units, and Table 18.31.01 Development Standards in Residential Zones, Accessory Dwelling Units to Comply with Recent Changes to State Law Regarding Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) and Determining that the Action is Exempt from the California Environmental Quality Act (CEQA).

10

THIS PAGE INTENTIONALLY LEFT BLANK

**AGENDA TRANSMITTAL**

**MEETING DATE:** April 7, 2026

---

**AGENDA ITEM:** Discussion and Direction Regarding New Tax Revenue Direct Options, Authorization to Release Request for Proposal for Professional Consulting Services, and Allocating Funds to Complete Phase 1.

---

**FISCAL IMPACT:** There is no immediate fiscal impact from this item. Approval of this item authorizes staff to release an RFP for professional consulting services in support of exploring new tax revenue district options. Award of the professional services agreement with the recommended consultant will be brought back before Council for approval. Phase 1 costs, encompassing the feasibility analysis and polling facilitation, are currently estimated to range from \$80,000 to \$100,000. Moving forward with Phase 2 (formation and implementation) is contingent upon several factors: successful results from Phase 1, Phase 2 costs being within the available budget, and ultimate Council authorization to proceed. The preliminary estimate for Phase 2 is currently projected to range between \$300,000 and \$400,000.

---

**STRATEGIC PLAN:** Community Appeal. Sustainability and Stewardship. Community Vibrancy. Public Safety.

---

**BACKGROUND:** The City currently maintains thirteen (13) Landscaping & Lighting Districts (LLDs) and four (4) Community Facilities Districts (CFDs) along with the various Tax Zones associated with the CFDs. These Districts were established to fund activities such as ongoing maintenance within each District’s boundary, safety services, and infrastructure improvements. See Attachment No. 2 - City Map for a map outlining the locations of the various Districts and Tax Zones in town.

LLD formation approaches have steadily improved over time. Beginning with Montebello in approximately 1990 and continuing through to Blossom in 2009. Each formation has contributed valuable lessons, from the earliest Districts established without an inflator (Montebello and Heritage Park), to later and more complex Districts with extensive landscaping and feature needs and assessments that did not always support long term sustainability (Lawler Ranch and Peterson Ranch). Overall, there has been a clear progression in knowledge, approach, and effectiveness from the earliest LLD to the ones established today.

At this snapshot it time, both general maintenance funding needs and District reviews require taking a step back and taking a broader more holistic approach to determining the best funding solutions for routine maintenance of parks outside of LLDs, for gateway medians that fall within underfunded LLDs or outside of an LLD, and for corridors that may or may not fall within an LLD (Hwy 12 Corridor, Walter Corridor, and Sunset Corridor).

In the second half of 2025, the city of Benicia was able to successfully form their own city-wide Parks, Landscaping and Lighting Assessment District (PLLAD) to provide funding support for costs associated with the routine maintenance items such as those related to maintenance of parks, park facilities, public landscaping, fencing and entry monuments, and for related capital improvement project improvements.

Having considered the concept of a citywide tax revenue district for several years, staff was directed to initiate high level research into the range of tax revenue district mechanisms available to California municipalities as an initial step in determining if this approach could be a viable option for the City.

---

**STAFF REPORT:** In an environment where the City continues to face structural budget challenges, exploring additional revenue mechanisms has become essential to maintaining service levels, maintaining and improving aesthetics citywide in all areas of the City.

Based on the complexity of analyzing the viability of the various tax revenue district options which include determining community support, determining how a new citywide district would interact with the existing Districts, providing legally required reports, providing a Feasibility Analysis Report, and navigating the legal requirements of Proposition 218 or 2/3 majority voting process, staff recommends retaining a professional consultant through a competitive Request for Proposals (RFP) process. The proposed scope of work for the proposed RFP includes a two-phase approach:

**Phase 1: Feasibility Analysis and Polling Facilitation**

- Feasibility Analysis Report:
  - Assessment of existing infrastructure, services, and funding gaps
  - Comprehensive analysis of LLD, CFD, Parcel Tax, and Vacant Lot Tax options, as well as proposing any additional options that may be viable for consideration
  - Development of preliminary rate scenarios for each option
  - Analysis of how the existing LLDs, CFDs, and Tax Zones would be incorporated
  - Recommendations to City Council on most viable option(s) and optimal timing
- Polling of likely voters and/or property owners
- Public outreach and education

**Phase 2: Formation and Implementation (upon Council authorization)**

- Preparation of all required legal documentation including initial Engineer's Report
- Administration of the Proposition 218 process, including managing the public hearing process
- Balloting process administration (if applicable)
- Tax roll preparation and submittal to Solano County Assessor's Office

Staff conducted preliminary, high level research into the most prevalent and feasible citywide tax revenue district models, including a Vacant Parcel Tax. These options were listed in the RFP as specific options the City would like to see evaluated. The RFP also requests that the submitting proposer provide any additional reasonable tax revenue district options that are not included below. The leading options for consideration for districts based on staff's research include the following:

**City-Wide Landscaping and Lighting District (CW-LLD)**

- **PROS:** Can be tailored to specific service needs within specific areas receiving benefits; relatively stable if set-up properly, formed through a Prop 218 process which is considered less onerous than a 2/3 majority ballot vote; must have direct nexus between assessment and benefit received.
- **CONS:** Formal annual reporting requirements; assessments must be proportional to benefit and can only be assessed on properties receiving special benefits from a feature; less flexible funding mechanism than a CFD.
- *Current staff recommendation.*

## **City-Wide Community Facilities District (CFD)**

- PROS: Can fund capital improvements, safety services, and ongoing services including maintenance; can be included on County general election ballot; long-term revenue stability; flexible funding mechanism.
- CONS: Challenging formation process that requires 2/3 voter approval threshold (66.67%) on a voting ballot; may be viewed unfavorably by voters due to higher approval threshold

## **Vacant Parcel Tax**

- PROS: Encourages infill development; generates revenue from underutilized properties; relatively targeted approach
- CONS: Limited revenue potential; not a stable funding source as parcels are developed; may face legal challenges; narrow scope of application; requires careful nexus analysis and compliance with Proposition 218.

Staff included the Vacant Parcel Tax as one of the options identified for evaluation because it has been discussed in some California jurisdictions as a tool to both generate revenue and encourage development of underutilized land. At a high level, this option would impose a charge on vacant or underutilized parcels in an effort to create an incentive for property owners to develop those sites rather than hold them indefinitely. The idea of a Vacant Parcel Tax is a newer idea and further details are provided below on this particular option.

While the concept can appear attractive as a targeted revenue mechanism, staff's preliminary research indicates that a Vacant Parcel Tax is generally limited in its effectiveness as a long-term municipal funding tool. Only a small number of California jurisdictions have pursued vacancy-related taxes, and the results to date have been mixed. City of Oakland approved Measure W in 2018, City of Berkeley approved Measure M in 2022, City of San Francisco adopted an Empty Homes Tax in 2022 that was later struck down by a Superior Court judge in November 2024, and similar proposals in South Lake Tahoe and Santa Cruz were rejected by voters.

Staff's preliminary review suggests several concerns with this option. First, vacancy tax programs often require numerous exemptions for hardship cases, active permit processing, environmental constraints, or other circumstances, which can substantially reduce the number of taxable parcels and limit revenue generation. Second, flat-fee vacancy taxes may not be high enough to meaningfully change the behavior of larger property owners or institutional investors, while at the same time placing a disproportionate burden on smaller owners who may lack the financial or technical resources to move a project forward quickly.

Third, implementation can be administratively complex and costly. A Vacant Parcel Tax typically requires a parcel inventory or registry, a process for determining vacancy status, staff administration, appeals procedures, and legal support to address disputes or challenges. For a small or mid-sized city, those administrative costs may consume a significant portion of any revenue generated.

Finally, staff notes that the legal environment surrounding vacancy taxes remains uncertain. The recent court decision invalidating San Francisco's Empty Homes Tax, together with ongoing legislative activity such as Senate Bill 789 introduced in 2025, suggests that this is still an evolving and potentially litigated area of law.

In summary, based on the information currently available, staff recommends that the Council consider a Citywide Parks Landscaping and Lighting District (PLLAD) as the leading option to address the City's tax revenue district needs. Additional analysis conducted through Phase of the RFP will provide further information on the long-term feasibility of this approach.

---

**STAFF RECOMMENDATION:**

It is recommended that the City Council:

- Provide direction to staff on the concept of exploring a citywide tax revenue district
  - Authorize staff to release the Request for Proposal for professional consulting services for the Project
  - Allocate funds for Phase 1 of the Project
- 

**DOCUMENTS ATTACHED:**

1. Discussion & Direction PowerPoint.
  2. City LLD & CFD Map.
- 

**PREPARED BY:**

Amanda Dum, Management Analyst II

**REVIEWED BY:**

Nouae Vue, Public Works Director & City  
Engineer

**APPROVED BY:**

Bret Prebula, City Manager

---

**ATTACHMENTS:**

1. [Tax Revenue PPT Presentation 2026 04 07.pdf](#)
2. [City LLD & CFD Map.](#)

# Options for a New City-wide Tax Revenue District

CITY COUNCIL PRESENTATION

APRIL 7, 2026

1

## Presentation Overview

- ❖ Brief Background
- ❖ Overview of New City-Wide Tax Revenue District Options
  - ❖ Landscaping & Lighting District (LLD)
  - ❖ Community Facilities District (CFD)
- ❖ Overview of Vacant Parcel Tax
- ❖ Project & Request for Proposal (RFP)
- ❖ Discussion & Direction

2

## Brief Background

---

- Lack of overall City revenue sources impacting maintenance of Gateways, features, and infrastructure
- Need for sustainable funding sources for services and infrastructure maintenance, and potentially for CIP improvements
- Insufficient inflators within LLDs/CFDs/TZs
- Many portions of the City are outside of LLD/CFD/TZ boundaries but contain features that need to be maintained
- City needs to identify opportunities to proactively address growing revenue gaps before they become a larger long-term problem.

3

## Why the Current Structure is Not Sustainable

---

- Existing District funding levels no longer align with current maintenance cost realities.
- In several Districts, annual expenses are beginning to outpace annual revenues.
- Reserve balances can absorb short-term pressure, but they are not a permanent solution.
- This is a structural revenue issue, not an expense issue.
- This Project gives the City an opportunity to evaluate a more sustainable long-term funding model.

4

## Summary Table – Example of Current LLD Shortfalls

FY26 INCOME STATEMENT ESTIMATES				
DISTRICT	BEG. BAL.	EST. REV.	EST. EXP.	EST END BAL.
420-Lawler Ranch	\$ 279,114	\$ 213,292	\$ 292,788	\$ 199,619
430-Heritage Park	\$ (120,790)	\$ 107,437	\$ 127,577	\$ (140,930)
435-Montbello	\$ (162,290)	\$ 19,720	\$ 44,638	\$ (187,208)
445-Peterson Ranch	\$ 232,387	\$ 134,816	\$ 166,049	\$ 201,154

- Montbello and Heritage Park – Carrying negative balances. Expense overages covered by GF.
- Peterson Ranch and Lawler Ranch – Expenses now projected to exceed revenues.

5

## Overview – New City-wide Tax Revenue District Options

- Landscaping & Lighting District (LLD)
- Community Facilities District (CFD)
- Vacant Parcel Tax

6

## Summary Table – Option Comparison

<b>Feature</b>	<b>LLD</b>	<b>CFD</b>	<b>Vacant Lot Tax</b>
<b>Approval Required</b>	Prop 218 owner ballot	2/3 voter approval	Ballot measure; nexus required
<b>Flexibility</b>	Low	High	Low-Medium
<b>Funds Safety Services?</b>	No	Yes	No
<b>Revenue Stability</b>	Medium	High	Low
<b>Formation Complexity</b>	Moderate	High	Moderate
<b>Primary Purpose</b>	Landscape/lighting maintenance	Capital, operations, safety services	Incentivize development

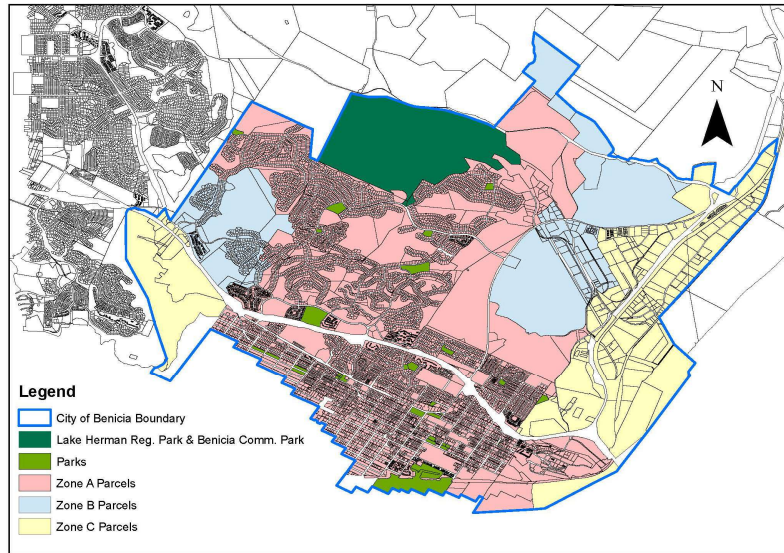
7

## Landscaping & Lighting District

- Established under the Landscaping and Lighting Act of 1972 (Streets and Highways Code Section 22500 et seq.)
- Can fund parks, parkways, open space maintenance, street lighting, landscaping, and related improvements
- Requires property owner ballot under Proposition 218
- Majority protest can defeat District formation
- Annual assessment through County Assessor's Tax Roll

8

## City of Benicia – PLLAD SFE Zone Map



9

## Community Facilities District

- Established under the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 et seq.)
- Can fund a broad range of services, facility maintenance, and infrastructure maintenance
- Can include ongoing operations and maintenance costs
- The most flexible funding option
- Requires 2/3 voter approval if 12 or more registered voters reside in proposed District; otherwise requires property owner ballot

10

# Vacant Parcel Tax

- Special assessment on undeveloped parcels
- Intended to incentivize development and generate revenue from properties not contributing to service costs
- Requires careful nexus analysis and compliance with Proposition 218
- Not sustainable; revenue ceases once parcel is developed

11

## Example California Vacant Property/Parcel Taxes — Annual Rate per Unit or Parcel

City / Measure	Tax Range	Avg / Midpoint	Status
Oakland (Measure W, 2018)	\$3,000 – \$6,000 / parcel	\$4,500	Active
Berkeley (Measure M, 2022)	\$3,000 – \$12,000 / unit	\$4,500 Yr1	Active
SF – Empty Homes (Prop M, 2022)	\$2,500 – \$20,000 / unit	\$3,750 Yr1	Struck Down
SF – Commercial Vacancy (Prop D, 2020)	\$250 – \$1,000 / linear ft	~\$625/lin ft	Active
Santa Cruz (Proposed 2022)	\$3,000 – \$6,000 / unit	\$4,500	Rejected
South Lake Tahoe (Proposed 2024)	Undisclosed	N/A	Rejected
Sacramento (Under Study)	TBD	TBD	Exploring
Los Angeles (Council Proposed)	TBD	TBD	Exploring
Statewide SB 789 (2025)	\$5 / sq ft commercial	\$5/sq ft	Pending

Sources: Oakland Measure W (2018); Berkeley Measure M (2022, eff. 2024); SF Prop D Commercial (2020); SF Prop M Empty Homes (struck down Nov. 2024); Santa Cruz (rejected Nov. 2022); South Lake Tahoe (rejected 2024); California SB 789 (introduced 2025). Berkeley Year 2+ rate rises to \$6k–\$12k/unit. SF Empty Homes was projected to scale to \$20k/unit by 2026.

12

# Review of Presented Options

CITYWIDE TAX REVENUE DISTRICT OPTIONS

13

## Project & Request for Proposal

Request to release a two phased Request for Proposal (RFP):

- Phase 1 – Feasibility Analysis & Polling Support
- Phase 2 – District Formation & Implementation

14

## Phase 1: Feasibility Analysis & Polling Support

---

- Feasibility Analysis Report
- Public Education & Outreach
- Administration of Polling Process

15

## Phase 2: Formation & Implementation

---

- Prepare Required Legal Documents
- Administration of Prop 218 Process
- Administration of Ballott Process (if applicable)
- Tax Roll Submittal to County Assessor's Office

16

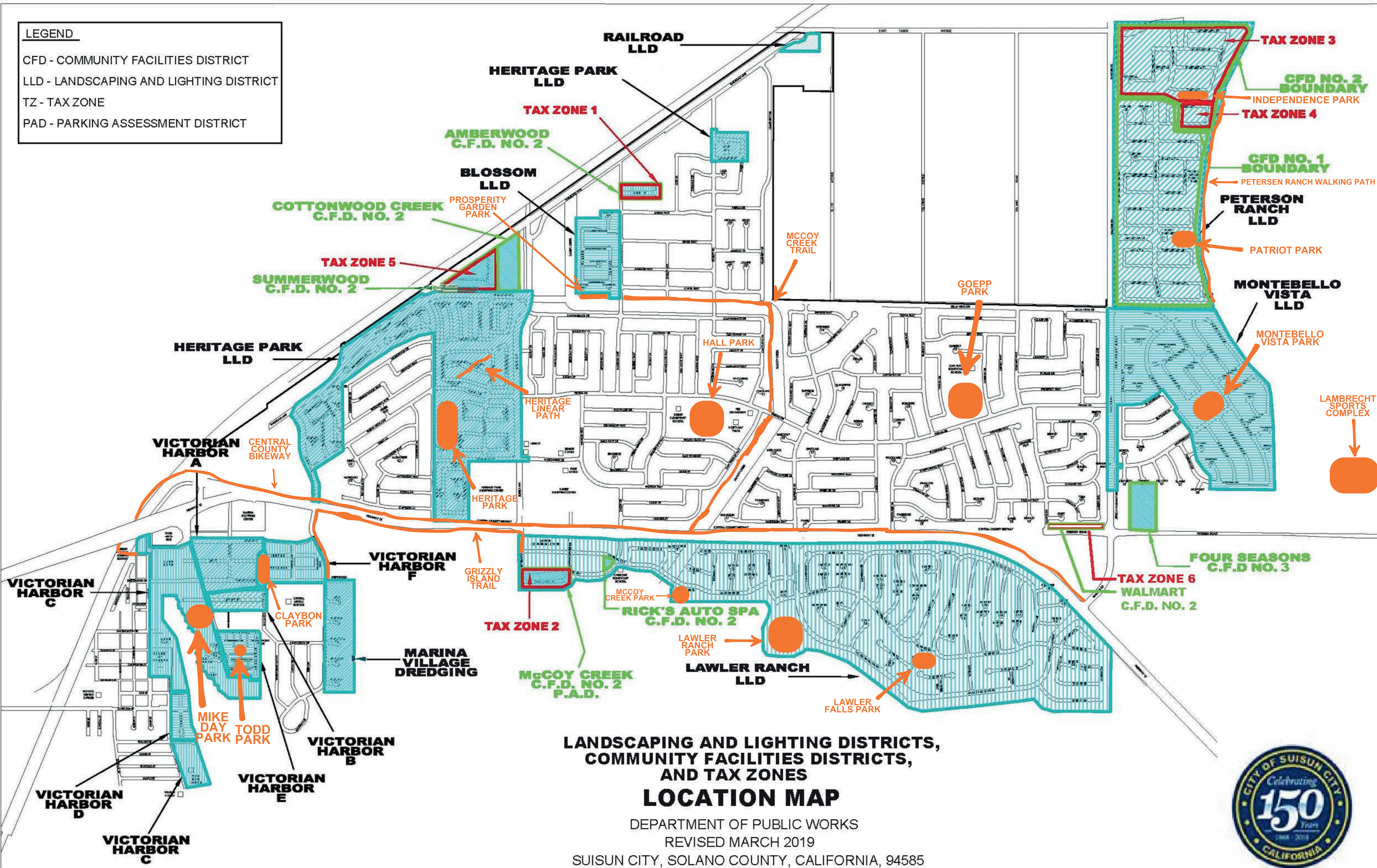
## Next Steps for Council

---

- Discuss and Direction - Provide Final Direction to Staff:
  - To further explore the concept of a city-wide tax revenue district; and
  - Authorizing staff to move ahead with releasing the RFP; and
  - Allocating funds to cover the cost of Phase 1 of the RFP.

**LEGEND**

CFD - COMMUNITY FACILITIES DISTRICT  
 LLD - LANDSCAPING AND LIGHTING DISTRICT  
 TZ - TAX ZONE  
 PAD - PARKING ASSESSMENT DISTRICT



**LANDSCAPING AND LIGHTING DISTRICTS,  
 COMMUNITY FACILITIES DISTRICTS,  
 AND TAX ZONES  
 LOCATION MAP**

DEPARTMENT OF PUBLIC WORKS  
 REVISED MARCH 2019  
 SUISUN CITY, SOLANO COUNTY, CALIFORNIA, 94585



**AGENDA TRANSMITTAL**

**MEETING DATE:** April 7, 2026

---

**AGENDA ITEM:** Council Adoption of Resolution No. 2026-\_\_\_\_: Authorizing the City Manager to Approve a Memorandum of Understanding with On the Edge Ministries for the Life Skills Transitional Employment Program for Suisun City's Unhoused Population.

---

**FISCAL IMPACT:**

Funding for the Life Skills Transitional Program will come from the General Fund, using funds from a designated award account set up for this purpose. Adequate funds are available within the approved allocation.

The agreement will be reviewed six months after the contract is signed. At that time, staff will assess program performance, fiscal sustainability, and funding availability, then report to the City Council with a recommendation on whether to continue or modify the program.

This program provides a cost-effective service delivery model. The combined cost of five workers and one supervisor through the Edge Ministries partnership remains below the fully loaded cost of a single benefited full-time City employee, which includes salary, retirement contributions, health benefits, workers' compensation, and related overhead. The partnership allows the City to increase operational support while preserving fiscal responsibility

---

**STRATEGIC PLAN:**

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

---

**BACKGROUND:**

On the Edge Ministries provides a shelter and case management program for people experiencing homelessness in Suisun City. As part of its broader transitional services, Edge Ministries has established the 'Life Skills' Program to assist participants in preparing for long-term employment and permanent housing.

The proposed partnership would allow eligible shelter participants to perform supervised Public Works–related tasks throughout the City while receiving structured case management and employment support. Participants must complete at least 90 days in the shelter program before qualifying for employment placement. The program lasts six months and offers case management services. Upon successful completion, Edge Ministries will assist with housing stability by paying the first and last month's rent, aiming to secure a rental in Suisun City

---

**STAFF REPORT:**

Participants must remain enrolled in Edge Ministries' shelter program and actively seek long-term

employment and permanent housing. All participants will undergo an assessment before placement. Work assignments will be task-based and productive, not focused on training.

**Edge Ministries Responsibilities:**

- Provide on-site supervision.
- Provide transportation to and from shifts.
- Oversee participant performance and conduct.
- Ensure access to private property only with permission.

**Public Works Assignments May Include:**

- General clean-up, landscaping, and trash runs.
- Waterfront and canal clean-up (seasonal).
- Clean-up following City events.
- Work at locations such as Walters Road, McCoy Creek, Sunset Avenue, Grizzly Island area, and Highway 12 corridor.
- Other duties as assigned by the Public Works Director.

Participants will only use small hand tools and will not operate heavy equipment. The program will include five workers and one Edge supervisor. Workers will be paid at minimum wage plus 15% (approximately under \$20 per hour), and the supervisor at \$24 per hour plus 15%. Participants are expected to work about 20–30 hours per week, three days a week, for the six-month duration.

The Memorandum of Understanding will require monthly reports, before-and-after photos of completed work, and documentation supporting reimbursement requests.

**Program Success Metrics Include:**

- Photos taken before, during, and after the work is completed.
- Monthly progress reports.
- Participant testimonials.
- Successful transition to permanent housing.

Connection to long-term employment, including partnerships with local businesses.

---

**STAFF RECOMMENDATION:** It is recommended that Council adopt Resolution No. 2026-\_\_\_\_: Authorizing the City Manager to Approve a Memorandum of Understanding with On the Edge Ministries for the Life Skills Transitional Employment Program for Suisun City's Unhoused Population.

---

**DOCUMENTS ATTACHED:**

1. Council Adoption of Resolution No. 2026-\_\_\_\_: Authorizing the City Manager to Approve a Memorandum of Understanding with On the Edge Ministries for the Life Skills Transitional Employment Program for Suisun City's Unhoused Population.
2. MOU for Edge Ministries Homeless Outreach
3. Life Skills Program PowerPoint Presentation

---

**PREPARED BY:**

Ashley Nash, Administrative Assistant

**REVIEWED BY:**

Patrick Enright, City Attorney

**APPROVED BY:**

Bret Prebula, City Manager

---

**ATTACHMENTS:**

1. Resolution Approving a Memorandum of Understanding with On the Edge Ministries for the Life Skills Transitional Employment Program
2. MOU for Edge Ministries Homeless Outreach
3. Life Skills Program PPT Presentation.pdf

**RESOLUTION NO. 2026-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF  
UNDERSTANDING (“MOU”) WITH ON THE EDGE MINISTRIES FOR THE LIFE  
SKILLS TRANSITIONAL EMPLOYMENT PROGRAM FOR SUISUN CITY’S  
UNHOUSED POPULATION**

**WHEREAS**, the City of Suisun City (“City”) desires to enter into a Memorandum of Understanding (“MOU”) with On the Edge Ministries, a nonprofit corporation, for six months from the effective date of the MOU, to provide life skills and transition employment services; and

**WHEREAS**, On the Edge Ministries operates a shelter and case management program serving individuals experiencing homelessness in the City; and

**WHEREAS**, the program provides a cost-effective service delivery model that combines the labor costs of five workers and one supervisor through the On the Edge Ministries partnership, remaining below the fully-benefited cost of a single full-time City employee, which includes salary, retirement contributions, health benefits, workers' compensation, and related overhead.

**WHEREAS**, On the Edge Ministries offers a comprehensive approach that incorporates culturally responsive services, workforce development, and case management; and

**WHEREAS**, this MOU will be reviewed six months after the effective date to assess program performance, fiscal sustainability, and funding availability, and it will be brought back to the City Council with a recommendation on whether to continue or modify the program.

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

1. The foregoing recitals are true and correct and are hereby adopted by reference as though set forth in full.
2. The Memorandum of Understanding between the City of Suisun City and On the Edge Ministries, attached as Exhibit A (“MOU”), is approved and adopted by the City Council of Suisun City.
3. The City Council authorizes and directs the City Manager to sign the Memorandum of Understanding.
4. The City Clerk of the City of Suisun City shall certify to the passage and adoption of this Resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

**PASSED AND ADOPTED** by a Regular Meeting of said City Council of the City of Suisun City, duly held on Tuesday, the 7th of April 2026, 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 7th day of April 2026.

\_\_\_\_\_  
Anita Skinner  
City Clerk

**ATTACHMENT 1**

**MEMORANDUM OF UNDERSTANDING WITH ON THE EDGE MINISTRIES FOR  
THE LIFE SKILLS TRANSITIONAL EMPLOYMENT PROGRAM FOR SUISUN  
CITY'S UNHOUSED POPULATION**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SUISUN CITY  
AND ON THE EDGE MINISTRIES  
CONCERNING THE MANAGEMENT AND DELIVERY OF  
HOMELESS OUTREACH SERVICES**

This Memorandum of Understanding ("MOU") is made and entered into between On the Edge Ministries ("Edge Ministries"), a California nonprofit religious corporation, and the City of Suisun City ("City").

**Recitals**

Edge Ministries runs a shelter and case management program for individuals experiencing homelessness within the City. As part of its broader transitional services, Edge Ministries has created the "Life Skills" Program, designed to prepare individuals for lasting employment and permanent housing.

Edge Ministries and the City of Suisun City seek to enter into an agreement where the City and Edge Ministries will partner to offer a life skills transitional employment program within the City.

The partnership will enable eligible shelter participants to carry out supervised public works tasks through the City while receiving structured case management and job support.

Participants must complete at least 90 days in the shelter program before becoming eligible for employment placement. The program lasts six (6) months and includes case management services. Upon successful completion, Edge Ministries will help participants with housing stability by covering the first and last month's rent, aiming to secure housing in the City.

This MOU outlines the partnership framework between the City and Edge Ministries. By formalizing this agreement and following best practices, the partnership aims to provide effective and compassionate life skills transition employment opportunities for the City's homeless population.

**Therefore, On the Edge Ministries and City of Suisun City hereby agree as follows:**

**I. Purpose**

The purpose of this Memorandum of Understanding is to outline the partnership between the City of Suisun City (hereinafter referred to as "City") and On the Edge Ministries (hereinafter referred to as "Edge Ministries") to deliver a life skills transitional employment program within the City. The MOU establishes procedures, protocols, and expectations for services, including coordination with the Suisun City Public Works Department (hereinafter referred to as "PW"), communication practices, and compliance with applicable laws governing public gatherings.

**II. Scope of Services**

Edge Ministries will present an overview of the program and its requirements, including:

## **A. Edge Ministries – Program Overview**

### **Program Requirements:**

- Participants must be enrolled in Edge Ministries' shelter program.
- Minimum of 90 days in the program prior to employment placement.
- Six-month program duration including case management services.
- Participants must actively seek long-term employment and housing.
- Participants must remain engaged in the shelter program.
- Assessment required prior to hire.
- Work assignments must be task-oriented and not training-focused.

### **Housing Support:**

- Upon successful completion of six months, Edge Ministries will pay first and last month's rent.
- Goal is to prepare participants to become housing-ready and employment-ready.

### **Supervision & Logistics:**

- Edge Ministries will provide on-site supervision.
- Edge Ministries will provide transportation to and from shifts.
- Workers may access private property with permission.

## **B. City of Suisun City – Public Works Component**

### **Proposed Tasks:**

- General clean-up and landscaping.
- Trash runs and waterfront clean-up.
- Clean-up following City events.
- Drainage canal maintenance (seasonal).
- Other duties as assigned by the Public Works Director.

### **Potential Work Locations, include but not limited to:**

- Walters Road
- McCoy Creek
- Sunset Avenue
- Grizzly Island area
- Highway 12 corridor
- City canals and summer event locations

### **Work Limitations:**

- Use of small hand tools only.
- No operation of heavy equipment.

### **C. Edge Ministries Staffing and Compensation**

#### **Program Structure:**

- Five (5) workers.
- One (1) Edge Ministries supervisor.

#### **Compensation:**

- Workers: Minimum wage + 15% (estimated under \$20/hour).
- Supervisor: \$24/hour + 15%.

#### **Work Schedule:**

- Approximately 20–30 hours per week.
- Approximately three (3) days per week.
- Six-month duration.

#### **Payment Process:**

- Monthly drawdown of awarded funds.
- Edge Ministries to submit reimbursement requests with documentation.

### **D. Success Metrics**

#### **Program success will be measured by:**

- Before, during, and after photos.
- Monthly reports from Edge Ministries to City.
- Participant testimonials.
- Successful transition into permanent housing.

The Program's goal is to prepare participants to become housing-ready and employment-ready. Upon six-month successful completion of life skills and transitional job opportunity, Edge Ministries will pay the first and last month rent for participants in a rental unit.

### **III. Adherence to Law Regarding Public Gatherings (Church and Stage)**

Edge Ministries agrees to adhere to all applicable local, state, and federal laws concerning public gatherings, especially those related to religious events. Specifically, Edge Ministries agrees:

- Public preaching or religious proselytizing is not allowed during outreach activities unless it complies with all local laws regarding public speaking and religious gatherings.
- Outreach activities will continue to focus on providing life skills and transitional employment services, not religious instruction or sermons in public spaces.

Any religious activities must adhere to Suisun City ordinances that govern the separation of public and private use of public spaces, ensuring they do not interfere with the public's right to access and use public property.

#### **IV. Monthly Coordination Meetings**

Edge Ministries and City will hold monthly coordination meetings to ensure effective collaboration and program oversight. During these meetings, the following topics will be discussed:

- Updates on the number of individuals served, providing a clear picture of outreach impact and progress.
- Discussion of challenges encountered in delivering services, including barriers to participation, resource limitations, and logistical issues.
- Feedback from the community, which will help inform program improvements and address concerns raised by residents or stakeholders.
- Adjustments to scheduling or service delivery as needed, enabling both organizations to respond proactively to evolving circumstances.

Representatives from both the City and Edge Ministries will keep open lines of communication. Each party will encourage their respective organizations to promote ongoing dialogue at both the state and local levels. Sharing information will be prioritized, including reports and contact details for key personnel, except where client information is confidential or privileged. Disclosure of such sensitive information will only happen with explicit client approval.

Representatives from Edge Ministries, the City Manager's Office, and the PW Department will attend these meetings. At a minimum, the following topics will be discussed:

- Updates on the number of individuals served.
- Challenges faced in providing life skills and transitional employment services.
- Feedback from the community.
- Adjustments to scheduling or service delivery as needed.

Representatives of the City and Edge Ministries will keep communication open. Both parties will encourage their respective organizations to maintain open lines of communication at the state and local levels. They will share information (excluding client information, which may be confidential or privileged unless the client has explicitly authorized disclosure), relevant reports (which may also be confidential or privileged unless the client explicitly permits sharing), and contact details for key personnel.

#### **V. Payment**

Edge Ministries shall be responsible for managing the life skills and transitional job program. Edge Ministries will cover the costs for participants' life skills training, including but not limited to budgeting, job interview preparation, resume writing, interview presentation, social skills, resilience, emotional coping, stress management, and other essential life skills. The City will provide temporary transitional job opportunities for participants, primarily through the PW

Department, to help them gain necessary job skills and experience and to qualify for other long-term employment opportunities in the community.

Edge Ministries will supervise the participants and pay them the minimum wage plus 15 (fifteen) percent for any hours worked. Edge Ministries is responsible for all costs of the program. Edge Ministries will submit monthly reimbursement requests for the expenses they have incurred to the City, and City will reimburse Edge Ministries from grant funds and general funds accounts. Edge Ministries shall maintain invoices with receipts, or other documentation (i.e. timesheets, general ledger or payroll register or pay stubs, occupancy data, etc.) supporting expenditures made pursuant to this MOU and shall submit such documentation to City by the 15th of each month for the prior month. City will reimburse Edge Ministries for expenses within 10 (ten) business days after receiving Edge Ministries' invoice for the previous month.

#### **VI. Privileges and Immunities**

Any and all privileges and immunities of the parties provided by state or federal law shall remain in full force and effect.

#### **VII. Independent Contractor Status**

Each party shall pay all wages, salaries, and other amounts due to its own personnel in connection with any and all services under this Agreement and as required by law.

Each party shall be responsible for all reports and obligations respecting its own personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance. Employees, independent contractors, or agents of one party shall not be deemed employees of any other party for any purpose.

#### **VII. Independence of Operations**

Each party to this MOU will maintain its own identity, establish its own policies, and finance its own activities, unless otherwise agreed to in this MOU.

#### **XIX. Indemnification**

Edge Ministries agrees to defend, indemnify, and hold harmless the City and its officers, officials, employees, or agents from and against any damages, including but not limited to attorneys' fees, expert and consultant fees, and other litigation costs and fees, arising out of the alleged negligence, intentional or willful misconduct, or other legal fault of Edge Ministries, its agents, officers, officials, employees, or representatives in the performance of this Agreement.

The indemnification in this Agreement covers, but is not limited to, any violation of applicable law, ordinance, regulation, or rule, including situations where the claim, loss, damage, charge, or expense was caused by deliberate, willful, or criminal acts of Edge Ministries related to this Agreement, or any of their agents, officers, employees, or representatives, or their performance under the terms of this Agreement.

The indemnity obligations in this Agreement will remain in effect after it expires or is terminated early.

Edge Ministries shall notify the other Party, when appropriate, of any claims, administrative actions, or legal proceedings related to the matters described in this Section. The Parties shall cooperate to defend such actions brought by others concerning the issues covered under this Agreement. Nothing in this Agreement shall establish a standard of care or create legal rights for anyone not a party to this Agreement.

Each Party shall keep in effect workers' compensation insurance as required by the Labor Code, which covers personnel involved in providing shared services assistance. Each Party waives all claims against the other for compensation for any loss, damage, personal injury, or death to the personnel involved in a response resulting from the performance of this Agreement, except in cases of intentional acts or gross negligence by the other Party.

### **III. Insurance**

Each Party, at its sole cost and expense, shall maintain insurance or self-insurance for its activities related to this Agreement. This includes general liability, workers' compensation, property (such as equipment and apparatus), and business automobile liability sufficient to cover potential liabilities under this Agreement. Each Party is responsible for its own self-insured retentions and deductibles. The required insurance limits shall be a minimum of \$1 million per occurrence. Both Parties agree to provide the other with thirty (30) days' prior written notice of any cancellation, termination, or lapse of coverage. Failing to maintain insurance as required constitutes a material breach and may be grounds for termination of the Agreement. The Edge Ministries' insurance for general liability and business automobile liability shall name the City of Suisun City, along with its officers, officials, employees, or agents, as additional insureds. The Parties agree that their indemnification obligations will survive the expiration or termination of the MOU.

### **IV. Compliance with all Laws and Venue**

The Parties shall observe and comply with all applicable federal, state, and local laws, ordinances, and codes. The venue for any legal dispute shall be the Solano County Superior Court or the United States District Court for the Eastern District of California.

### **V. Non-Discrimination Clause**

1. During the performance of this MOU, the Parties and their subcontractors shall not deny any benefits or privileges to any person on the basis of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, ethnic group identification, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, sex or sexual orientation. Each Party shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

2. The Parties shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900, et seq.), regulations promulgated pursuant to it (Title 2, California Code of Regulations, Section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time.

**VI. No Waiver**

The waiver by any party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or for the violation of any other requirement of this MOU.

**VII. Notices**

All notices required or authorized by this MOU must be in writing and can be delivered in person or by mail sent within the United States. Notices sent by mail should be certified, prepaid, and include a return receipt request. Any notice, demand, request, consent, approval, or communication that a party wants to send to the other parties shall be addressed to the contacts listed below. A Party can change its address by informing the other Parties of the new address. Notices sent by mail following the rules in this paragraph will be considered received either when the date on the return receipt appears or five days after mailing, whichever comes first.

**PROVIDER**

On the Edge Ministries  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF SUISUN CITY**

Bret Prebula, City Manager  
City of Suisun City  
701 Civic Center Blvd  
Suisun City, CA 94585

**VIII. Duration and Termination**

This Agreement shall commence on the date signed by the Parties (“**Effective Date**”) and remain in effect for six months, unless extended by the written agreement of both Parties. Termination of this Agreement does not relieve either Party of obligations incurred prior to the date of termination. Any provisions of this Agreement that by their nature should survive termination shall remain in effect after termination.

**IX. Amendments**

This MOU may be amended in writing by mutual agreement of both Parties.

**X. Severability**

If any provision or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision or portion shall be severable from this Agreement. Such invalidity, illegality, or unenforceability shall not be construed to have any effect on the validity, legality, or enforceability of the remaining provisions or portions of this Agreement.

**XI. Authority to Enter Agreement**

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to execute this Agreement and bind their respective parties.

**XII. Signatures**

**City of Suisun City:**

**On the Edge Ministries**

City Manager

Authorized Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Life Skills Transitional Employment Program

Partnership with On the Edge Ministries

City Council | April 7, 2026



1

## Program Overview

- Partnership with On the Edge Ministries
- Employment paired with case management
- Focus on stability, housing, and long-term work
- Approximately a Six-month program



2

## Evidence-Based Approach

- Uses a low-barrier workforce model
- Designed to meet people where they are
- Improves engagement and participation
- Supports job readiness and stability
- Based on research by the University of Oregon
- Supported by National Institutes of Health (NIH) funding



3

## Participant Eligibility

- Participants must complete at least 90 days in the shelter program before qualifying for employment placement. Active participation required
- Assessment prior to placement
- 5 workers + 1 supervisor
- 20–30 hours/week



4

## Work Assignments

- General clean-up, landscaping, trash removal
- Waterfront and canal maintenance
- Post-event clean-up
- Key areas: Walters Rd, McCoy Creek, Sunset Ave, Grizzly Island, Hwy 12



5

## Roles & Responsibilities

- On the Edge Ministries: supervision, transportation, case management
- City: coordination, oversight, performance tracking



6

## Fiscal Impact

- General Fund (designated award account)
- Within approved allocation
- Cost below 1 full-time benefited employee
- Not to exceed ~\$91,000 + 10% contingency
- 6-month evaluation after contract execution



7

## Cost Context

- 5 workers (~<\$20/hr)
- 1 supervisor (~\$24/hr +15%)
- 20–30 hrs/week
- 6 months program participation
- Below cost of 1 full-time employee

City Staff will pursue grant funding to offset contract costs.



8

## Program Outcomes

- Before/after documentation
- Monthly reports
- Participant testimonials
- Transition to housing
- Connection to employment



9

## Recommendation

- Adopt Resolution No. 2026-\_\_\_ Authorizing the City Manager to Approve a Memorandum of Understanding with Edge Community Church for the Life Skills Transitional Employment Program.
- Approve MOU with On the Edge Ministries



10



## Senate Bill 707: Updates to Brown Act

## Senate Bill 827: Fiscal and Financial Training Requirement

April 7, 2026

**Presented by:** Patrick Enright, City Attorney  
Elizabeth Griffiths, Deputy City Attorney

# SB 707: Discrete Brown Act Updates - January 1, 2026

---

- **Must provide copy of Brown Act to all members of a legislative body, including commissioners**
- **Clarifies statutory authority to remove disruptive remote participants from the meeting**
- **Cannot call special meeting to discuss Council Member compensation**

# SB 707: Discrete Brown Act Updates - January 1, 2026

---

- **Oral Report on Department Head Compensation**
  - Brown Act previously required an oral report on compensation of a local agency executive
  - SB 707 specifically expands this requirement to a “department head” or other similar administrative officer of the local agency
- **Special meeting agendas of all legislative bodies must be posted on the City’s website**

# SB 707 Additional Requirements

## January 1, 2026

---

- **Allows for members of a legislative body with a disability to request a reasonable accommodation to meet remotely**
  - Disclose whether anyone 18 years or older is in room
  - Must use both audio/visual tech during meeting unless disability prevents such participation
  - Person with disability is treated as physically present for all purposes
  - No posting of agenda or public access required at disabled member's location

# Alternate Teleconference Meeting Requirements

- **SB 707 reorganizes and provides uniform rules for “alternative teleconferencing” and applies when a Council Member participates remotely**
  - Rules do not apply to traditional teleconferencing
  - Allows for virtual participation
  - Two-way audio visual platform or a two-way telephonic service and a live webcast of the meeting
  - Notice must state how public may access the meeting and offer public comment
  - Minutes must list who participates remotely
  - Public must have the opportunity to provide comments in real time
  - May require comment registration, if the platform requires registration to log in
  - If timed public comment period for all agenda items, that time period cannot be closed until the listed timed public comment period has elapsed
  - If public comment held separately on each agenda item, allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment

# Just Cause and State of Emergency

---

## ■ Just Cause

- At least quorum of body must meet in physical meeting location.
- Consolidates “just cause” (e.g., caregiving or contagious illness, etc.) and former emergency circumstances (e.g., physical or family medical emergency).
- Two times per year if meeting once per month or less; five times per year if meeting twice per month; or seven times per year if meeting three or more times per month
- Minutes must identify basis for remote participation

## ■ State of Emergency

- Live webcasting not required if call-in option provided for public comment
- Entire legislative body can meet remotely

# Subsidiary Bodies

---

- **New category of legislative bodies where all members can participate remotely without having an in-person quorum at the physical meeting location. (54953.8.6)**
- **Subsidiary body: created by City Council; serves exclusively in an advisory capacity; not authorized to take final action; no jurisdiction focused on police, elections, budgets, taxes, privacy or library access**
- **Requires City Council approval – findings every 6 months**
  - Subsidiary body also must also approve use of teleconferencing by majority vote
  - City Council can prohibit subsidiary body from using teleconferencing at any time
- **Specific Meeting Requirements for Subsidiary Bodies**
- **New Process for Subsidiary Bodies to present their final recommendation to City Council**

# Expanded Meeting Accessibility Requirements

---

- **Effective July 1, 2026 through Jan. 1, 2030**
- **Applies to “Eligible Legislative Bodies”**
- **City councils of:**
  - A city with a population of 30,000 or more; or
  - A city within a county with a population of 600,000 or more
- **Includes provisions related to translated agendas, interpreters at public meetings, hybrid meetings**
- **Suisun City is not an “eligible legislative body”**
  - Population is about 29,518

# Expanded Meeting Accessibility Requirements\*

---

- Hybrid Meeting Required
- Public Participation: two-way telephonic service or two-way audiovisual platform, unless no operational telephone or internet service at location
  - If audiovisual platform, must include automatic captioning (if feature available on platform)
  - Public comment rules same whether remote or in-person

*\* These requirements are currently not applicable to Suisun City; however, they will apply when Suisun City's population reaches 30,000.*

# Expanded Meeting Accessibility Requirements\*

---

- **Before July 1, 2026, at a public meeting in open session (no consent calendar), approve a service disruption policy**
  - Procedures for recessing and reconvening a meeting
  - Meeting must be recessed during disruption, but body may meet in closed session
  - Can't reconvene until earlier of (1) service restored or (2) one hour following disruption
  - If service not restored, may reconvene without service if board adopts finding that good faith efforts were made to restore service

*\* These requirements are currently not applicable to Suisun City; however, they will apply when Suisun City's population reaches 30,000.*

# Expanded Meeting Accessibility Requirements\*

---

- **Provide public assistance for public meeting translation/interpreters**
  - Effective July 1, 2026
  - Must assist public who want translation of public meeting or have interpretation by another member of the public
  - City must publicize instructions for assistance
  - Assistance may include arranging space for interpreters or allow member to use own personal equipment or have reasonable access to City's facilities to access commercially available interpretation services
  - City not required to provide translation services but must publicize instructions for assistance

***\* These requirements are currently not applicable to Suisun City; however, they will apply when Suisun City's population reaches 30,000.***

# Expanded Meeting Accessibility Requirements\*

- **Make reasonable efforts to invite those that do not traditionally participate in public meetings to attend**
  - “Reasonable efforts” determined by City Council; City has broad discretion
  - Examples include inviting media organizations, good government, civil rights, neighborhood and community group that are active in the City,
  - No specific requirements, but should focus on underrepresented/non-English speaking groups

*\* These requirements are currently not applicable to Suisun City; however, they will apply when Suisun City’s population reaches 30,000.*

# New Translation Requirements\*

---

## Agenda Translation for “Applicable Languages”

- Any language spoken by 20% of the city, if 20% of population speaks English less than “very well” – **Not Applicable in Suisun City**
  - American Community Survey by US Census Bureau
- If translation required, translated agenda must identify how to join meeting using telephonic service
- If translation required, City must post translated agendas in same manner as regular agenda

# SB 827

---

- **Requires biennial 2-hour fiscal and financial training for local agency officials**
  - Local agency officials include elected officials, appointed officials, department heads, and designated staff
  - Training covers public finance, including municipal budgeting, financial reporting, capital financing, debt management, and ethics of safeguarding public resources
- **Deadlines**
  - Officials in service before January 1, 2026 must complete the training by January 1, 2028
  - Officials who begin service on or after January 1, 2026 must complete the training within six months of their start date

# SB 827 Training

---

- **California State Association of Counties is offering SB 827 trainings**
  - May 11, 2026 1:00 PM – 3:00 PM
  - May 28, 2026 9:00 AM – 11:00 AM
- **Regional Government Services offers an on-demand online SB 827 training**
  - Cost: \$75



**Any questions?**

**Thank you for your participation!**

**Patrick Enright**  
**penright@rwglaw.com**