

# A G E N D A

## REGULAR MEETING OF THE SUISUN CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

TUESDAY, APRIL 5, 2011

7:00 P.M.

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*SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA*

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(Next Ord. No. - 717)

(Next City Council Res. No. 2011 – 34)

(Next Redevelopment Agency Res. No. RA2011 – 22)

(Next Housing Authority Res. No. HA2011 – 02)

### **ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

### **PRESENTATIONS/APPOINTMENTS**

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

1. Introduction and Swearing in of new Suisun City Police Chaplain Todd Bertani – (Dadisho).

### **PUBLIC COMMENT**

*(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).*

### **CONFLICT OF INTEREST NOTIFICATION**

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

### **CONSENT CALENDAR**

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

#### City Council

2. Council Adoption of Resolution No. 2011-\_\_\_: Authorizing the City Manager to Record the Notice of Completion for the Republic ITS Contract for the Safe Routes to School Speed Radar Signs Project when Complete - - (Kasperson).
3. Council Adoption of Resolution No. 2011-\_\_\_: Authorizing the City Manager to Enter into a Lease Agreement on the City's Behalf with Ricoh Business Solutions for the Citywide Multi-Function Copier Leasing and Maintenance Contract – (Kasperson).
4. Council Adoption of Resolution No. 2011- \_\_\_: Authorizing the City Manager to Enter into a License Agreement with Delta Ecotours for the Operation of a Tour Boat from the Suisun City Marina – (Wooden/Jessop).

Joint City Council / Redevelopment Agency / Housing Authority

5. Council/Agency/Commission Approval of the Minutes of the Regular and Special Meetings of the Suisun City Council, Redevelopment Agency Board and Housing Authority Board held on February 11, February 15, 2011, March 1, 2011, March 8, 2011, and March 22, 2011 – (Hobson).

Joint City Council / Redevelopment Agency

6. Council/Agency Approval of the February 2011 Payroll Warrants inclusive in the amount of \$702,912.31; and Council Approval of the February 2011 Payable Warrants inclusive in the amount of \$785,809.10 and Agency Approval of the February 2011 Payable Warrants inclusive in the amount of \$221,399.32 – (Finance).

**GENERAL BUSINESS**

City Council

7. Award Construction Contract for Landscaping Along Bikeway on Main Street - (Kasperson).
  - a. Council Adoption of Resolution No. 2011-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's behalf with Parker Landscape for the Landscaping along Bikeway on Main Street Project.
  - b. Council Adoption of Resolution No. 2011-\_\_\_: Adopting the 18<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate the \$28,200 in Additional Funding for the Landscaping along Bikeway on Main Street Project.
8. Council Discussion and Direction for Proposed Blue Diamond Bingo Center in Suisun City – (Garben).
9. Council Adoption of Resolution No. 2011- \_\_\_: Authorizing the City Manager to Approve the Assignment of all Contractual Rights and Obligations regarding the City's Neighborhood Stabilization Program from Mercy Housing California to Sacramento Neighborhood Housing Services – (Wooden).
10. Council Adoption of Resolution No. 2011-\_\_\_: Supporting the Protection Bayside Communities, the Economy and the Environment from the Potential Impacts of Predicted Sea-Level Rise – (Wooden).

**PUBLIC HEARINGS:**

City Council

11. PUBLIC HEARING (Continued from March 15, 2011)  
Council Consideration, Waive Reading, and Introduction of Ordinance No. \_\_\_: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse – (Wooden).

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

12. City Manager/Executive Director/Staff
13. Mayor/Council -Chair/Boardmembers

**ADJOURNMENT**

A complete packet of information containing Staff Reports and exhibits related to each item is available for public review at least 72 hours prior to a Council /Agency/authority Meeting or, in the event that it is delivered to the Council/Boardmembers less than 72 hours prior to a Council/Agency/Authority Meeting, as soon as it is so delivered. The packet is available for review in the City Manager's Office during normal business hours.

**PLEASE NOTE:**

1. *The City Council hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff 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.*
2. *Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.*
3. *City Council agendas are posted at least 72 hours in advance of regular meetings at:*

*City Hall  
701 Civic Center Boulevard*

*Fire Station  
621 Pintail Drive*

*Senior Center  
318 Merganser Drive*

## AGENDA TRANSMITTAL

**MEETING DATE:** April 5, 2011

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**CITY AGENDA ITEM:** Adoption of Council Resolution No. 2011-\_\_\_: Authorizing the City Manager to Record the Notice of Completion for the Republic ITS Contract for the Safe Routes to School Speed Radar Signs Project when Complete.

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**FISCAL IMPACT:** A total of \$43,300 has been appropriated for this Project in the FY 2010-2011 Capital Budget using Transportation Capital Projects funding and a Safe Routes to School Grant from STA. The original contract for this project is \$38,300. There were no change orders for this project.

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**BACKGROUND:** In October 2008, the STA secured a FY 2009-10, \$400,000 grant from the Bay Area Air Quality Management District for STA's Safe Routes to School (SR2S) program. \$275,000 of this grant was allocated to construct and install 28 radar speed signs.

On March 10, 2009, the SR2S Advisory Committee approved the STA SR2S Radar Speed Sign Program Guidelines for Project Recommendations, which detailed how much radar speed sign funding would be allotted to the cities of Benicia (\$39,300), Fairfield (\$98,200), Suisun City (\$39,300), and Vallejo (\$98,200). This is \$9,800 per sign. In October 2009, the City Council authorized the City Manager to execute a funding agreement with STA for the City's share.

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**STAFF REPORT:** On December 7, 2010, the City Council authorized the City Manager to enter into the Construction Contract with Republic ITS for the completion of this project. This project included installing two speed radar signs on Pintail Drive in advance of Dan O. Root Elementary School and two speed radar signs on Pintail Drive in advance of Suisun Elementary School. These locations were chosen in consultation with the School District Ad Hoc Committee. In addition, in coordination with the Suisun City Police Department and the School District, the signs have been programmed to be operational only during each school's morning drop-off and afternoon pick-up hours. This maintains the effectiveness of the signs in slowing down drivers around the schools during school hours.

At this time, Republic ITS has completed all of the work specified in the contract and it is appropriate to accept the contract as complete. By approving the attached resolution, the City Council would be accepting the project as complete and would be authorizing the City Manager to sign the Notice of Completion for Republic ITS. With the approval of the resolution, staff would prepare the notice of completion for the City Manager's signature and record the notice with Solano County.

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2011-\_\_\_: Authorizing the City Manager to Record the Notice of Completion for the Republic ITS Contract for the Safe Routes to School Speed Radar Signs Project when Complete.

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**PREPARED BY:**

Alysa Majer, Management Analyst II

**REVIEWED/APPROVED BY:**

Daniel Kasperson, Building & Public Works Director

Suzanne Bragdon, City Manager

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**ATTACHMENTS:**

1. Resolution No. 2011-\_\_: Authorizing the City Manager to Record the Notice of Completion for the Republic ITS Contract for the Safe Routes to School Speed Radar Signs Project when Complete.

**RESOLUTION NO. 2011 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO RECORD THE NOTICE OF COMPLETION  
FOR THE REPUBLIC ITS CONTRACT FOR SAFE ROUTES TO SCHOOL SPEED  
RADAR SIGNS PROJECT WHEN COMPLETE**

**WHEREAS**, on December 7, 2010, the Suisun City Council awarded the contract for Safe Routes to School Speed Radar Signs Project to Republic ITS; and

**WHEREAS**, the contract included the installation of two speed radar signs on Pintail Drive in advance of Dan O. Root Elementary School and two speed radar signs on Pintail Drive in advance of Suisun Elementary School; and

**WHEREAS**, Republic ITS has completed all of the work under the contract for the Safe Routes to School Speed Radar Signs Project and is ready to receive a Notice of Completion.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City does hereby accept the Safe Routes to School Speed Radar Signs Project as complete and authorizes the City Manager to sign the Notice of Completion on behalf of the City for Republic ITS and cause the Notice of Completion to be recorded with the Solano County Recorder's Office at that time.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5<sup>th</sup> of April, 2011, 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 the City of Suisun City this 5<sup>th</sup> of April, 2011.

\_\_\_\_\_  
Linda Hobson, CMC  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** April 5, 2011

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2011-\_\_\_: Authorizing the City Manager to Enter into a Lease Agreement on the City's behalf with Ricoh Business Solutions for the Citywide Multi-Function Copier Leasing and Maintenance Contract.

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**FISCAL IMPACT:** The City currently leases seven copiers for approximately \$3,300 per month, plus a monthly maintenance fee of about \$600 per month. Ricoh Business Solutions submitted the most-qualified and lowest-cost proposal to the City for a new three-year lease and maintenance agreement for multi-function copiers, with the option to renew for up to two one-year terms at a discounted rate. Ricoh's proposal would include leasing and maintenance for a total of approximately \$1,400 per month for *nine* copiers, plus approximately \$500 for maintenance depending on the number of copies/print jobs. This is a savings of about \$2,000 per month.

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**STAFF REPORT:** The City has found it beneficial to lease multi-function copiers at various city facilities. The current five-year lease included maintenance of seven machines and various supplies like toner. The current leases are set to expire in mid-2011. Staff found that with the age of the current machines, the rising number of service calls they are receiving and the availability of new technology, that it is beneficial to the City to conduct a competitive process for a new copier lease and maintenance agreement.

A Request for Proposals (RFP) was issued on January 5, 2011 for four weeks. The RFP requested proposals for a lease and maintenance cost to lease nine multi-function copiers at various city facilities. Six proposals were received and evaluated by staff. The companies that submitted proposals are listed below:

Ricoh Business Solutions  
Zoom Imaging Solutions  
Astro Xerox  
Caltronics Business Solutions  
Inland Business Solutions  
Ray Morgan Company

After evaluating all proposals based on cost, vendor qualifications, and customer service and availability, Ricoh Business Solutions was determined the most qualified, responsive and responsible vendor for this project. Ricoh was also selected because of the additional services that it would provide to the City, including helping determine other cost saving measures when it comes to printers, copiers and managing those pieces of equipment. Training for the use of the machines is also free for the life of the lease.

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**PREPARED BY:**

Alysa Majer, Management Analyst II

**REVIEWED/APPROVED BY:**

Daniel Kasperson, Building & Public Works Director

Suzanne Bragdon, City Manager

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2011-\_\_\_\_: Authorizing the City Manager to Enter into a Lease Agreement on the City's behalf with Ricoh Business Solutions for the Citywide Multi-Function Copier Leasing and Maintenance Contract.

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**ATTACHMENTS:**

1. Council Resolution No. 2011-\_\_\_\_: Authorizing the City Manager to Enter into a Lease Agreement on the City's behalf with Ricoh Business Solutions for the Citywide Multi-Function Copier Leasing and Maintenance Contract.

**RESOLUTION NO. 2011 - \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT ON  
THE CITY'S BEHALF WITH RICOH BUSINESS SOLUTIONS FOR THE CITYWIDE  
MULTI-FUNCTION COPIER LEASING AND MAINTENANCE CONTRACT**

**WHEREAS**, the City currently leases and maintains seven multi-function copiers in various City facilities; and

**WHEREAS**, the current leases are due to expire and it was found beneficial to the City to conduct a competitive process for the next lease and maintenance contract; and

**WHEREAS**, the City released a Request for Proposals for Multi-Function Copier Leasing and Maintenance Contract in January 2011 for four weeks, and 6 vendors responded; and

**WHEREAS**, City staff has conducted a selection process for a Multi-Function Copier Leasing and Maintenance Vendor; and

**WHEREAS**, Ricoh Business Solutions was selected as the best qualified firm; and

**WHEREAS**, Ricoh Business Solutions provided the lowest cost proposal.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to negotiate and enter into a three-year Lease Agreement, with the option to renew for up to two one-year terms, on behalf of the City with Ricoh Business Solutions for the Multi-Function Copier Leasing and Maintenance Contract.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5<sup>th</sup> of April 2011, 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 5<sup>th</sup> of April, 2011.

\_\_\_\_\_  
Linda Hobson, CMC  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** April 5, 2011

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**CITY AGENDA ITEM:** Council Consideration of Resolution No. 2011-\_\_\_: Authorizing the City Manager to Enter into a License Agreement with Delta Ecotours for the Operation of a Tour Boat from the Suisun City Marina.

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**FISCAL IMPACT:** The revenue to the General Fund would vary. The amount is to be based on a license fee of 10 percent of the gross revenue from the vessel.

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**BACKGROUND:** The operation of a tour boat from the Suisun City Marina would be of benefit to the City, since the City has taken extensive measures to revitalize the Suisun City Marina for improved usage by the public. In addition, the City intends for the Marina to be a catalyst for revitalization of downtown Suisun City. The operation of a tour boat would assist the City in meeting its marketing and entertainment goals for downtown Suisun City and it would introduce many people to the wonders of the Suisun Marsh.

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**STAFF REPORT:** Key points of the agreement are as follows:

- The Licensee would operate a tour boat.
- The Licensee would have a non-exclusive right to operate such activities as regularly scheduled tours and group charters.
- The term of the agreement would be month to month.
- The City Council would retain the right to terminate the license agreement without cause by providing to the Licensee a 30-day written notice.
- The fee that the Licensee would pay is based on 10 percent of the gross revenue.
- The Licensee will indemnify and hold the City and City property free and harmless from any and all liability, claims, loss, damages, or expenses. The agreement requires the provision of insurance to protect the City.

Staff would work this all tour boat operators and other contractors operating on the Waterfront to encourage partnering in marketing.

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**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2011-\_\_\_: Authorizing the City Manager to Enter into a License Agreement with Delta Ecotours for the Operation of a Tour Boat from the Suisun City Marina.

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**ATTACHMENTS:**

1. Resolution No. 2011-\_\_\_: Authorizing the City Manager to Enter into a License Agreement with Delta Ecotours for the Operation of a Tour Boat from the Suisun City Marina.

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**PREPARED BY:**

April Wooden, Community Development Director  
Mick Jessop, Recreation & Community Services Director

**REVIEWED/APPROVED BY:**

Suzanne Bragdon, City Manager

**RESOLUTION NO. 2010-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT  
WITH DELTA ECOTOURS FOR THE OPERATION OF  
A TOUR BOAT FROM THE SUISUN CITY MARINA**

**WHEREAS**, the City has taken extensive measures to revitalize the Suisun City Marina for improved usage by the public; and

**WHEREAS**, the City intends for the Marina to be a catalyst for revitalization of downtown Suisun City; and

**WHEREAS**, the operation of a tour boat from within the Suisun City Marina would assist the City in meeting its marketing and entertainment goals for downtown Suisun City; and

**WHEREAS**, the operation of the tour boat would introduce both residents and visitors to the wonders of the Suisun Marsh.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Suisun City authorizes the City Manager to execute a license agreement with Delta Ecotours to allow the use of the Suisun Marina for operation of a tour boat in exchange for a monthly payment to the City in the amount of 10% of the gross revenue generated, and to take such further actions as are necessary or appropriate to implement this Resolution.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Suisun City, duly held on the 5<sup>th</sup> day of April, 2011 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 5<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
City Clerk

## **DELTA ECOTOURS MARINA LICENSE AGREEMENT**

This LICENSE AGREEMENT (“Agreement”) is made and entered into as of the \_\_\_\_\_ (“Effective Date”) by and between the CITY OF SUISUN CITY, a California municipal corporation, (“Licensor”) and Delta Ecotours, (“Licensee”).

It is mutually agreed as follows:

- 1. Term of Agreement.** This agreement is for one (1) calendar year commencing on the Effective Date show above to be renewed annually in January for the next calendar year. The Agreement will continue on a year to year term unless terminated by either party giving written notice of their intent to the other at least 30 days prior to the date of termination or upon failure to renew.
- 2. Grant of License.** Licensor hereby grants to Licensee a license (“License”) as described and for the purposes and on the terms and conditions set forth below. The grant of license shall not constitute a grant of property rights.
- 3. Use of License.** Licensee shall have a non-exclusive right to engage in tours from the Marina visitor dock for the purpose of loading and unloading of passengers, in the Suisun City Marina. Licensee, as a Licensee in the Suisun City Marina, is subject to all provisions of the Licensee’s Agreement, as well as all Marina Rules and Regulations. Licensee will rent a non-commercial use slip location for mooring the boat during non-use as determined by the Marina Supervisor at established pro-rata marina rates.
- 4. Independent Contractor.** Neither the Licensor nor any of its employees shall have any control over the manner, mode, or means by which Licensee, its agents, or employees perform the operations identified herein. Licensor shall have no voice in the selection, discharge, supervision, or control of Licensee’s employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.
- 5. Use and Payment of Dock and Marina.**

  - 5.1. Use by Public. Licensor, the general public, and any other users of the Suisun City Marina shall retain the right to use the Suisun City Marina and Dock for any and all purposes. Licensor may close the Suisun City Marina (including the Dock) in whole or in part, at any time for uses such as July 4<sup>th</sup> celebrations or other north basin events or for any reason in its sole and absolute discretion.
  - 5.2. Nonexclusive Use. Licensor retains the right to license other boats providing similar services.
  - 5.3. Change in Use or Operations. Without written consent of the Licensor, any change in use or operation shall be cause for revocation of this License by the Licensor.

5.4 Payment for Use. Licensee agrees to pay to Licensor, on a monthly basis, payment in the amount of 10% (ten percent) of Licensee's gross receipts, not later than 30 days subsequent to the last day of each month, commencing with payment for the first full month of operation and any fraction of a month preceding the first full month, on or before the \_\_\_ day of \_\_\_\_\_, 2011.

**6. Operation and Termination.** Licensee shall operate, use the Dock and Marina, and exercise its rights under this License in compliance with all applicable local, state, and federal laws and regulations, including, without limitation, laws and regulations relating to boating operations, general health and safety, and maritime law. Any violation of such rules and regulations shall be grounds for termination of this agreement. Any illegal or unsafe practice shall be grounds for immediate automatic termination of this Agreement upon notice by Licensor to Licensee and for immediate cessation of operations. The City Manager or his/her designee shall have discretion to determine whether such action is illegal or unsafe for purposes of this section.

**7. Permits.** This License does not constitute the granting or waiving of any permits, approvals, or other licenses that may be required by the City of Suisun City or any governmental agency or entity with respect to Licensee's operations. Prior to commencing operations, Licensee shall obtain all applicable permits, approvals, and licenses, including licenses and permits from the U.S. Coast Guard, the City of Suisun City, the Alcoholic Beverage Commission (if required for Licensee's operation), and any other governmental agency or entity having jurisdiction over Licensee's operations. Copies of all boat inspections must be made available to Licensor upon request.

**8. Indemnity from Liability.**

#### **Hold-Harmless Clause**

8.1 Hold Harmless Clause. Licensee shall indemnify and hold Licensor and the property of Licensor free and harmless from any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising by reasons of the death or injury of any person, including Licensee or any person or destruction of any property, including property owned by Licensee or any person who is an employee or agent of Licensee, caused or allegedly caused by (1) any cause whatsoever while such person or property is in or on said premises as designated by Exhibit "A" or in any way connected with said premises or with any improvements or personal property on said premises; (2) some condition of said premises or some building or improvement on said premises; (3) some act or omission on said premises of Licensee or any person in, on, or about said premises with the permission and consent of Licensee; or (4) any matter connected with Licensee's occupation and use of said premises.

## **Liability Insurance**

8.02. Liability Insurance. Licensee shall maintain in full force and effect during the term of this Agreement, at Licensee's sole cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to Licensor, but in any event no less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) aggregate for bodily injury, personal injury, death and property damage, subject to such increases in amount as Licensor may reasonably require from time to time, covering any accident or incident arising in connection with the presence of Licensee or its agents, employees, guests, volunteers, or invitees.

The insurance policies required to be obtained and maintained by Licensee must: (a) name Licensor as an additional insured; (b) be written as primary policy coverage and not contributing with, or in excess of, any coverage that Licensor may carry; (c) provide that the policy may not be canceled unless Licensor shall have received at least thirty (30) days' prior notice of cancellation; and (d) be issued by an insurance company with a Best's Rating of A:VII or greater. The issuance of any such insurance policy shall not be deemed to limit or restrict in any way Licensee's liability or obligations arising under, or out of, this Agreement.

Licensee shall furnish Licensor with a certificate evidencing the insurance policies required to be obtained and maintained by Licensee prior to the Commencement Date and upon renewal of each policy

Notwithstanding any other provision of this Agreement, neither Licensor nor Licensee shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income or additional expense, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to 8.02. If required to make the foregoing waiver of subrogation binding upon their respective insurance carriers, Licensor and Licensee shall give notice to their respective insurance carriers that such mutual waiver of subrogation is contained in this Agreement. Licensee agrees to cause all other occupants of the Premises claiming by, under or through Licensee to execute and deliver to Licensor such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

## **Cancellation of Insurance**

8.03. Each policy of insurance procured by Licensee pursuant to this Agreement shall expressly provide that it cannot be canceled for any reason or altered in any manner unless Licensor shall have received at least thirty (30) days' prior written notice of cancellation from the insurance company issuing the policy to Licensor in the manner specified in this agreement for service of notices on Licensor by Licensee.

## **Deposit of Insurance Policies with Licensor**

Section 8.04. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, Licensee shall cause a duplicate copy of the policy or a certificate evidencing the policy naming Licensor as second loss payee and executed by the insurance company issuing the policy or its authorized agent to be given to Licensor.

## **Exoneration of Licensor**

8.05. Licensee hereby expressly waives all claims for damages and agrees that Licensor shall not be liable for any damages or injuries to Licensee's business, for any damage or destruction of property belonging to Licensee or on said premises with the consent of Licensee, or for any injuries to Licensee or any person on said premises with the consent of Licensee unless such damage, injury, loss, or destruction directly results from either Licensor's failure, after written notice from Licensee, to make any repairs required by this Agreement to be made by Licensor, or an intentional or willful act of Licensor or some agent or employee of Licensor.

**9. Prohibition Against Subcontracting or Assignment.** The experience, knowledge, capability, and reputation of Licensee were a substantial inducement for the Licensor to enter into this Agreement. Therefore, Licensee shall not contract with any other entity to perform in whole or in part the operation described hereunder without the express written approval of the Licensor. Neither this Agreement, nor any interest herein, may be transferred, assigned, conveyed, hypothecated, or encumbered, voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Licensor.

**10. Non-discrimination.** Licensee covenants by and for itself and any successor in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, gender, ancestry, or national origin in Licensee's operations.

**11. Attorney's Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not action is prosecuted to judgment.

**12. Notices and Payments.** Notices shall be provided to Licensor and Licensee as follows and Licensee shall make payments to Licensor as follows; provided, however,

that in the event of immediate automatic termination of this Agreement in accordance with Section 6. above, Licensor may provide oral notice to any agent or representative of Licensee:

o Licensor: City of Suisun City  
701 Civic Center Boulevard  
Suisun City, CA 94585  
(707) 421-7300  
Attn: City Manager

To Licensee: Delta Ecotours  
13737 Grand Island Road  
P.O. Box 439  
Walnut Grove, CA 95696  
(916) 775-4545

**14. Entire Agreement and Amendment.** This Agreement constitutes the entire understanding and agreement of the parties hereto relating to the matters set forth herein. No provisions of this Agreement may be amended or modified in any manner except by an agreement reduced to writing and executed by the parties hereto.

**15. Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of authorship of the Agreement or any other rule of construction which might otherwise apply.

**16. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**16. Authority.** Each person executing this Agreement on behalf of each of the parties hereto warrants that such party is duly organized and existing, is duly authorized to execute the Agreement, and by so executing such party is formally bound to the provisions of this Agreement.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the Effective Date first above written.

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

DELTA ECOTOURS

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

CITY OF SUISUN CITY

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

By: \_\_\_\_\_  
(Printed name)  
Its: \_\_\_\_\_  
(Title)

ATTEST:

\_\_\_\_\_  
City Clerk

# MINUTES

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

FRIDAY, FEBRUARY 11, 2011

4:00 P.M.

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SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

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### ROLL CALL

Mayor Sanchez called the meeting to order at 4:00 PM with Council Members Day, Derting, and Segala present

### PUBLIC COMMENT - None

*(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).*

### CONFLICT OF INTEREST NOTIFICATION

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

**4:01 PM Council Member Hudson arrived and advised conflict of interest with the Closed Session Item.**

### CLOSED SESSION

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

City Council

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Name of Case: Young Mens Christian Association of San Francisco, Case No. 26-52428

**4:02 PM – Mayor Sanchez recessed the City Council to Closed Session.**

### CONVENE OPEN SESSION

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

**5:05 PM – Mayor Sanchez reconvened the Council and stated no decision had been made in Closed Session.**

### ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the City Council at 5:05 PM.

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Linda Hobson, CMC  
City Clerk

# MINUTES

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, FEBRUARY 15, 2011

6:00 P.M.

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SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

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### ROLL CALL

Mayor Sanchez called the meeting to order at 6:00 PM with Council Members Day, Derting, Hudson, and Segala present.

### PUBLIC COMMENT - None

*(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).*

### CONFLICT OF INTEREST NOTIFICATION

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

Council Member Hudson advised conflict of interest with Closed Session item.

### CLOSED SESSION

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

#### City Council

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Name of Case: Young Mens Christian Association of San Francisco, Case No. 26-52428

**6:01 PM – Mayor Sanchez recessed the City Council to Closed Session.**

### CONVENE OPEN SESSION

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

**6:37 PM – Mayor Sanchez reconvened the City Council and announced the City Council had approved in Closed Session the YMCA’s offer of \$675,000 payable to the City and the YMCA agreed to dismiss its claims against the City. The decision was made with 3-1 vote with Mike Hudson absent due to conflict of interest..**

### ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 6:37 PM.

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Linda Hobson, CMC  
City Clerk

# MINUTES

## REGULAR MEETING OF THE SUISUN CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

TUESDAY, FEBRUARY 15, 2011

7:00 P.M.

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*SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA*

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### **ROLL CALL**

Mayor / Chairman Sanchez called the meeting to order at 7:00 PM with Council / Board Members Day, Derting, Hudson, and Segala.

Pledge of Allegiance was led by Council Member Day.

Invocation was given by City Manager Bragdon.

### **PRESENTATIONS/APPOINTMENTS**

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

1. Presentation of Certificate of Appreciation to Amber Oakley for Serving as a Member of the Parks and Recreation Commission from January 2003 through December 2010.

**Mayor Sanchez read and Council Member Hudson presented the Certificate.**

### **PUBLIC COMMENT**

*(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).*

Lidia Hardey commented on providing a marijuana distribution center that would fund an after school program in Suisun City .

Chuck Kingeter thanked Mayor for his support with the change made on the City website and commented on citizen participation in government.

George Guynn commented on suggested the City Council have Chuck Kingeter help with communications

### **CONFLICT OF INTEREST NOTIFICATION**

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

**Council Member Derting advised conflict of interest with Item 10.**

### **CONSENT CALENDAR**

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

City Council

2. Council Acceptance of the Comprehensive Annual Financial Report, and Council Adoption of Resolution No. 2011-14: Accepting the Comprehensive Annual Financial Report for Fiscal Year 2009-10 – (Joseph).

#### Redevelopment Agency

3. Agency Acceptance of the City of Suisun City Redevelopment Agency Basic Financial Statements, and Agency Adoption of Resolution No. RA 2011-09: Accepting the Basic Financial Statements with Independent Auditor's Report, the Housing Community Report, the Annual Report, and the State Controller's Report for Fiscal Year 2009-10 – (Joseph).

#### Joint City Council / Redevelopment Agency

4. Council/Agency Approval of the January 2011 Payroll Warrants inclusive in the amount of \$663,801.68; and Council Approval of the January 2011 Payable Warrants inclusive in the amount of \$231,029.52 and Agency Approval of the January 2011 Payable Warrants inclusive in the amount of \$126,205.10 – (Finance).

#### Joint City Council / Redevelopment Agency / Housing Authority

5. Council/Agency/Authority Review and Accept the Investment Report for the Quarter ending December 31, 2010 – (Anderson).
6. Council/Agency/Commission Approval of the Minutes of the Regular and Special Meetings of the Suisun City Council, Redevelopment Agency Board and Housing Authority Board held on January 17, 2011, January 18, 2011 and February 1, 2011 – (Hobson).

George Guynn asked if the Comprehensive Annual Financial Report could be placed on the website before the Council Meeting to allow citizens to comment at the Meeting..

**Motioned by Council / Board Member Day and seconded by Council / Board Member Hudson to approve the Consent Calendar. Motion carried unanimously.**

### GENERAL BUSINESS

#### City Council

7. HEARING  
Council Adoption of Resolution No. 2011-15: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California. – (Anderson).

**Mayor Sanchez opened the public hearing. Hearing no comments, Mayor Sanchez closed the public hearing.**

**Motioned by Council Member Day and seconded by Council Segala to adopt Council Resolution No. 2011-15. Motion carried unanimously.**

#### Joint City Council / Redevelopment Agency

8. Presentation of Fiscal Year 2010-11 Mid-Year Fiscal Review and Confirmation of Budget Priorities for Fiscal Year 2011-12 – (Anderson/Joseph).

- a. Council Adoption of resolution No. 2011-\_\_\_: Adopting the 13<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate a Portion of the Carryover for Legal Services.

Council Member Hudson suggested a façade improvement for empty buildings.

**Mayor Sanchez asked if the City Council was in favor of staff working on an inexpensive façade program for empty buildings. Council Members Hudson and Day concurred with Mayor directing staff to work on an inexpensive façade program.**

George Guynn commented on unemployment rate, State Budget, the Redevelopment Agency funding the downtown area and not the rest of the City and suggested private enterprise would be more efficient than government.

Chuck Kingeter suggested acronyms be explained, breakdown of sales tax, staff overtime be broken down further, and income from Twin Sisters. Mayor Sanchez suggested Mr. Kingeter call to either Ron Anderson or Mark Joseph they will be able to sit with you for 5 or 10 minutes to get you enlightened on the items you want clarifications for.

**Mayor Sanchez advised the Council that this item would not include the \$230,000 transfer for legal expenses for YMCA settlement agreement because Council had reach a settlement agreement with YMCA in Closed Session this evening, therefore, no action was needed on this item.**

City Council

- 9. Discussion and Direction: City and Staff Membership and Dues – (Anderson).

**Staff recommended elimination of the following dues:**

Assoc. of CA Water Agencies	\$9,120
Intern'l Council of Shopping Centers	\$ 150
Urban Land Institute	\$ 250
Sacramento Valley Assoc of Building Officials	<u>\$ 151</u>
<b>Total</b>	<b>\$9,721</b>

**Mayor Sanchez recommended the following dues elimination:**

ICMA (CM)	\$1,135
ICMA (ACM)	\$1,135
Rotary Club	\$ 490
CCMF	\$ 400
Chamber of Commerce	\$ 460
Intern'l Assoc. of Chiefs of Police	\$ 120
Intern'l Assoc of Fire Chiefs	\$ 299
Intern'l Code Council	\$ 100
Nat'l Fire Protection Assoc	\$ 150
Responsible Hospitality Membership	\$ 120
CPRS (reduce 1 membership)	\$ 310 (-\$155)
Sister Cities Intern'l	\$ 510
Solano Center for Bus. Innovation (1 time fee)	\$2, 500
Solano EDC	\$5,000

Marina Recreation Assoc	\$ 346
Marine Affairs & Navigation	\$1,250

**8:21 PM – Mayor Sanchez recessed the City Council.**

**8:31 PM – Mayor Sanchez reconvened the City Council.**

**The following is a list of deletions in addition to staff recommendations:**

Rotary Club	\$ 490
CCMF	\$ 400
Chamber of Commerce	\$ 460
Responsible Hospitality Membership	\$ 120
CPRS (reduce 1 membership)	\$ 310 (-\$155)
Sister Cities Intern'l	\$ 510
Solano EDC	<u>\$5,000</u>
<b>Total</b>	<b>\$7,135</b>

George Guynn agreed with the Mayor's proposed reduction of memberships with the exception of the Fire Department since it was a volunteer unit, commented on negotiate some of the fees, and reverse the Council's pay raise.

Chuck Kingeter agreed with the Mayor's recommendation and suggested the Council have a more civil decorum and commented on the Redevelopment Agency going away in the future.

## **PUBLIC HEARINGS:**

### City Council

#### 10. PUBLIC HEARING

Council Call for Review of the City of Suisun City Planning Commission's Action Regarding Site Plan/Architectural Review Application No. AR 10/1-007 – (Wooden).

**8:50 PM – Council Member Derting left the dais due to conflict of interest.**

**Mayor Sanchez opened the public hearing.**

George Guynn commented on the cost of this public hearing and commented on a previous 2007 decision made on a patio cover for a similar unit in the area that cost the City approximately \$20,00 and expressed concern for the cost of this item.

Laura Calderon commented on the Council's behavior, and stated the taxpayer's money should not pay for a personal attack on another council member..

Chuck Kingeter commented on emails submitted on this item being included in the packet and asked if a citizen sent something into the City would it become a part of the packet? City Manager Bragdon explained if an item was a public hearing and a resident sent in a letter, it would be a part of the packet, however, a resident could not submit something just to be included in the packet other than for public hearings.

**Mayor Sanchez advised the City had received letters in favor of the Planning Commission's decision from Guy McIntyre, Silvia Dominguez, Steve Lesser, and Joseph Caruso.**

**Motioned by Council Member Segala and seconded by Council Member Day that AR 10/1-007 application was consistent with the City's General Plan and the Downtown Specific Plan Zoning Ordinance and Promenade Delta Cove Guidelines. Motion carried unanimously by the members present.**

**Council Member Day suggested the appeal process be brought back to Council for review.**

**Planning Director Wooden advised the City was in the process of updating the City Zoning Ordinance which would be the perfect opportunity to address this process.**

**Council Member Derting thanked the City Council for approving this item.**

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

**11. City Manager/Executive Director/Staff –**

City Manager Bragdon updated the Council that the iconic sign construction would begin about mid summer this year; Main Street asphalt improvement had been halted due to cold weather and will possibly move forward in April and May.; and Wal-Mart's executive board meeting today and full board by the end of the month.

**12. Mayor/Council -Chair/Boardmembers**

Council Member Derting asked for an update on the pit bull situation in Lawler Ranch. Police Operations Commander Tim Mattos advised the website did not violate any laws.

Council Member Segala expressed concern about parking space at Main and California and recommended that information be given to the Social Security Office, right now the driveway to get to the parking lot is a one-way street going the wrong way.

**ADJOURNMENT**

There being no further business, Mayor Sanchez adjourned the Special City Council meeting at 9:20 PM.

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Linda Hobson, CMC  
City Clerk

# MINUTES

## REGULAR MEETING OF THE SUISUN CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

TUESDAY, MARCH 1, 2011

7:00 P.M.

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*SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA*

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### **ROLL CALL**

Mayor / Chairman Sanchez called the meeting to order at 7:00 PM with Council / Board Members Day, Derting, Hudson, and Segala.

Pledge of Allegiance was led by Council Member Day.

Invocation was given by City Manager Bragdon.

### **PRESENTATIONS/APPOINTMENTS**

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

1. Approving Appointment to the Fiscal Review Ad Hoc Committee.

**Motioned by Council Member Day and seconded by Council Member Hudson to appoint Council Members Hudson to the Fiscal Review Ad Hoc Committee.**

### **PUBLIC COMMENT**

*(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).*

Rescha Slade suggested solar panels be placed on the Senior Center.

George Guynn commented on the City Council looking at a slim budget and thanked the Mayor for reducing some of the membership dues at the last meeting.

Chuck Kingeter commented on the City Manager's report in the newsletter and expressed concern about multiple employees attending the same meetings, and employee salaries.

Rod Malloy from Mission Solano reporting on Earth Day events .

Robert Francis expressed concern about paying Mello-Roos and proper planting of trees so not to interfere with sidewalks, the RVs and boats cluttering the neighborhoods, and asked what was happening with the pond in Lawler Ranch.

Patricia Abbatiello commented on the renewal of her contract for Kayak Rental Services and asked the City Council to consider allowing her to have a gazebo booth by the marina.

### **CONFLICT OF INTEREST NOTIFICATION**

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

Council / Board Member Day advised conflict with Item 5.

Council / Board Member Hudson advised conflict with Item 11 in Closed Session.

### **CONSENT CALENDAR**

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

#### City Council

2. Council Adoption of Resolution No. 2011-16: Authorizing the City Manager to Enter into a Professional Services Agreement on the City's Behalf with Moniz Architecture for the Senior Center Remodel and Renovation Project – (Kasperson).
3. Council Adoption of Resolution No. 2011-17: Authorizing the City Manager to Execute Necessary Documents Related to the Retrofit Bay Area Program – (Wooden).

**Motioned by Council / Board Member Derting and seconded by Council / Board Member Day to approve the Consent Calendar. Motion carried unanimously.**

### **GENERAL BUSINESS**

#### Joint City Council / Redevelopment Agency

4. Formation of a Subregion for the 2014-22 Regional Housing Need Allocation Process – (Wooden).
  - a. Council Adoption of Resolution No. 2011-18: Approving Participation in Subregion Formation for the 2014-22 Regional Housing Needs Allocation (RHNA) Process and Authorizing the City Manager to Execute Necessary Documents.
  - b. Agency Adoption of Resolution No. RA 2011-10: Adopting the 2<sup>nd</sup> amendment to the Annual Appropriation Resolution No. RA 2010-16 to Provide funds for Suisun City's Share of Consultant costs (\$2,500) for the Formation of a Subregion for the 2014-22 Regional Housing Needs Allocation (RHNA) Process.

George Guynn opposed this action and suggested local control would be better. and the City should drop out of ABAG.

Chuck Kingeter suggested waiting on the vote for lack of information.

Richard Giddens expressed concern about approving this item.

**Motioned by Council / Board Member Derting and seconded by Council / Board Member Segala to adopt Council Resolution No. 2011-18 and Agency Resolution No. RA 2011-10. Motion carried by the following vote:**

**AYES: Council / Board Members Day, Derting, Segala, Sanchez**

**NOES: Council / Board Members Hudson**

5. Renewal of the Annual License Agreement with Patricia M. Abbatiello for Kayak Rental Services – (Jessop).
  - a. Council Adoption of Resolution No. 2011-19: Authorizing the City Manager to Renew the License Agreement with Patricia M. Abbatiello for the Operation of a Kayak Rental Services in Suisun City Marina.

- b. Agency Adoption of Resolution No. RA 2011-11: Authorizing the Executive Director to Renew the License Agreement with Patricia M. Abbatiello for the Operation of a Kayak Rental Services in Suisun City Marina.

**7:41 PM – Council Member Day left dais due to conflict of interest.**

Patricia Abbatiello stated being close to the water was important to her business and her business brings people to Suisun City and requested the Council to consider a permanent structure.

**Motioned by Council / Board Member Segala and seconded by Council / Board Member Derting to adopt Council Resolution No. 2011-19 and Agency Resolution No. RA 2011-11. Motion carried by the following vote:**

**AYES: Council / Board Members Derting, Hudson, Segala, Sanchez**

**ABSENT: Council / Board Members Day (Due to Conflict of Interest)**

Chuck Kingeter commented that a kayak business would enhance the waterfront.

### **PUBLIC HEARINGS:**

#### City Council

6. Conduct a Public Hearing and Council Adoption of Resolution No. 2011-\_\_: Supporting the Submission of an Application for Funding from the Economic Development Allocation of the State of California Community Development Block Grant (CDBG) Program for a Small Business Revolving Loan Program and Authorizing the Execution of a Grant Agreement and any Amendments thereto with the State of California for the Purposes of this Grant – (Garben).

**Mayor Sanchez opened the public hearing. Hearing no comments, Mayor Sanchez closed the public hearing.**

George Guynn opposed government getting into the loan business and competing with private enterprise.

Richard Giddens opposed the City getting into the loan business.

**Hearing no further comments, Mayor Sanchez closed the public hearing.**

**Motioned by Council Member Day and seconded by Council Member Hudson to adopt Council Resolution No. 2011-20. Motion carried unanimously.**

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

7. City Manager/Executive Director/Staff – reported the Lawler Falls project would be going to the Parks and Recreation Commission this week.

Mayor/Council -Chair/Boardmembers

Council Member Hudson reported on attending the North Bay Regional Cities

Council Member Veterans Forum on April 2.

Council Member Derting advised that Council Member Segala and Derting would be paying the Chamber of Commerce dues next because of its importance to the City.

Council Member

Mayor Sanchez reported the fee for Sister Cities might be lowered.

### **CLOSED SESSION**

Pursuant to California Government Code Section 54950 the Suisun City Council/Redevelopment Agency will hold a Closed Session for the purpose of:

#### **Redevelopment Agency**

##### **8. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

Property Under Negotiation: APN 0032-230-280, APN 0032-230-290 and APN 0032-230-370, Northwest Corner of Highway 12 and Marina Blvd.

Agency Negotiator: Suzanne Bragdon, Executive Director; Jason Garben, Economic Development Director; Ronald C. Anderson, Jr., Assistant City Manager, April Wooden, Community Development Director.

Negotiating Parties: KK/Raphel Properties

Under Negotiations: Terms and payment

##### **9. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Government Code Section 54956.9(b): One potential case.

#### **City Council**

##### **10. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**

Name of case: Welling v. City of Suisun City Case #: FCS035455

##### **11. CONFERENCE WITH LABOR NEGOTIATOR**

Agency negotiator: Suzanne Bragdon, City Manager, Ron Anderson, Assistant City Manager, Alysa Majer, Management Analyst, Dan Kasperson, Public Works and Building Director.

Employee organization: SCEA (Suisun City Employees' Association).

##### **12. CONFERENCE WITH LABOR NEGOTIATOR**

Agency negotiator: Suzanne Bragdon, City Manager, Ron Anderson, Assistant City Manager, Alysa Majer, Management Analyst, and Jason Garben, Economic Development Director.

Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association)

##### **13. CONFERENCE WITH LABOR NEGOTIATOR**

Agency negotiator: Suzanne Bragdon, City Manager, Ron Anderson, Assistant City Manager, Alysa Majer, Management Analyst, and Tim Mattos, Police Commander.

Employee organization: SCPOA (Suisun City Police Officers' Association)

**8:21 PM – Mayor Sanchez recessed the City Council and stated no actions would be taken in Closed Session.**

**CONVENE OPEN SESSION**

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

**9:52 PM – Mayor Sanchez reconvened the City Council and stated no decisions were in Closed Session.**

**ADJOURNMENT**

There being no further business, Mayor Sanchez adjourned the Special City Council meeting at 9:52 PM.

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Linda Hobson, CMC  
City Clerk

# MINUTES

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL, REDEVELOPMENT AGENCY AND HOUSING AUTHORITY

TUESDAY, MARCH 8, 2011

5:45 P.M.

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*SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA*

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### **ROLL CALL**

Mayor / Chairman Sanchez called the meeting to order at 5:45 PM.

Roll Call: Present were Council / Board / Commission Members Day, Derting, Hudson, Segala and Sanchez.

Pledge of Allegiance was led by Council Member Hudson.

Invocation was given by City Manager Bragdon.

**PUBLIC COMMENT** None

**5:46 PM – Chair Sanchez recessed the Redevelopment Agency Board to Closed Session.**

### **CLOSED SESSION**

Pursuant to California Government Code Section 54950 the Suisun City Council/Redevelopment Agency will hold a Closed Session for the purpose of:

#### **Redevelopment Agency**

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Under Negotiation: APN 0032-230-280, APN 0032-230-290 and APN 0032-230-370, Northwest Corner of Highway 12 and Marina Blvd.

Agency Negotiator: Suzanne Bragdon, Executive Director; Jason Garben, Economic Development Director; Ronald C. Anderson, Jr., Assistant City Manager, April Wooden, Community Development Director.

Negotiating Parties: KK/Raphel Properties

Under Negotiations: Terms and payment

### **CONVENE OPEN SESSION**

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

**6:29 PM – Chair Sanchez reconvened the Redevelopment Agency and stated no decision had been made in Closed Session.**

### **CONFLICT OF INTEREST NOTIFICATION**

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

Deputy City Attorney Loana Laymon announced that when we get to the item being discussed members can announce their conflict. When we get to General Business item 4 we have prepared a recommended list of motions that sorts out people who have conflicts. At that point in time the person who is identified as being required to recuse themselves, will identify themselves as having a conflict of interest, and will abstain from the vote. All the conflicts in this case have to do with location of councilmember real property.

## **GENERAL BUSINESS**

### **City Council / Redevelopment Agency:**

1. Approving the Amended Repayment Schedules of Advances from the City of Suisun City to the City of Suisun City Redevelopment Agency.
  1. **Council** Adoption of Resolution No. **2011-21**: Amending a Payment Schedule Related to an Advance from the City of Suisun City to the City of Suisun City Redevelopment Agency by the Agency for the Harbor Center Street Extension Project.
  2. **Agency** Adoption of Resolution No. **RA 2011-12**: Amending a Payment Schedule Related to an Advance from the City of Suisun City to the City of Suisun City Redevelopment Agency by the Agency for the Harbor Center Street Extension Project.
  3. **Council** Adoption of Resolution No. **2011-22**: Amending a Payment Schedule Related to an Advance from the City of Suisun City to the City of Suisun City Redevelopment Agency by that Agency for the Suisun City Civic Center Debt Service.
  4. **Agency** Adoption of Resolution No. **RA 2011-13**: Amending a Payment Schedule Related to an Advance from the City of Suisun City to the City of Suisun City Redevelopment Agency by the Agency for the Suisun City Civic Center Debt Service.
  5. **Agency** Adoption of Resolution No. **RA 2011-14**: Adopting the 3<sup>rd</sup> Amendment to the Annual Appropriation Resolution No. RA 2010-16 Transferring the Remaining Balances Due to City for the Harbor Road Extension Project and Civic Center Bond Issue.
  6. **Council** Adoption of Resolution No. **2011-23**: Adopting the 14<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate the Remaining Balance Due the City from the Redevelopment Agency for the Harbor Road Extension Project and the Civic Center Bond Issue.

Presented by Economic Development Director Garben. Mayor Sanchez asked what precludes us from stating the purpose of doing this in the resolutions, that the state, we believe, is going to do us harm.

Council Member Day stated the bottom line is that we are just trying to keep our progress going.

Deputy City Attorney Laymon stated that statement is correct. The proposed legislation talks about permitting us to move forward ongoing commitments and ongoing obligations that we

have. These are ongoing items that we are continuing to move forward, as opposed to creating new obligations.

**Motioned by Council / Board Member Sanchez and seconded by Council / Board Member Hudson to adopt Redevelopment Agency Resolutions No. RA 2011-12, RA 2011-13 and RA 2011-14; and City Council Resolutions No. 2011-21, 2011-22 and 2011-23 as amended with the following language that states we are doing this because we are trying to save the Redevelopment Agency or the City from the harm that may be brought by the elimination of the Redevelopment Agency. Motion failed by the following vote:**

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

**Motioned by Council / Board Member Day and seconded by Council / Board Member Derting to adopt Redevelopment Agency Resolutions No. RA 2011-12, RA 2011-13 and RA 2011-14; and City Council Resolutions No. 2011-21, 2011-22 and 2011-23. Motion carried by the following vote:**

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

**City Council / Redevelopment Agency:**

2. State Route 12 Widening Project Right-of-Way Documents Closeout:
  1. **Council** Adoption of Resolution No. **2011-24**: Authorizing the City Manager to enter into a Professional Services Agreement on the City’s Behalf with Mark Thomas & Company, Inc. for the Right-of-Way Documents Closeout for the State Route 12 Widening Project.
  2. **Agency** Adoption of Resolution No. **RA 2011-15**: Adopting the 4<sup>th</sup> Amendment to the Annual Appropriation Resolution No. RA 2010-16 to Appropriate Funds to Complete the State Route 12 Road Widening Right-of-Way Documents Closeout and Assign those Funds to the Grizzly Island Trail Project.
  3. **Council** Adoption of Resolution No. **2011-25**: Adopting the 15<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate Funds from the Redevelopment Agency to Pay for Closing Out the State Route 12 Road Widening Project.

Presentation was made by Building and Public Works Director Kasperson. Mayor Sanchez asked why this close out was not done timely.

Council Member Day requested that staff report back to council when project is completed.

**Motioned by Council / Board Member Hudson and seconded by Council / Board Member Derting to adopt Redevelopment Agency Resolutions No. RA 2011-15 and City Council Resolutions No. 2011-24 and 2011-25. Motion carried by the following vote:**

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

**City Council / Redevelopment Agency:**

3. Authorizing the Assignment of Certain Agreements from the Suisun City Redevelopment Agency (the “Agency”) to the City of Suisun City (the “City”).
  1. **Agency** Adoption of Resolution No. **RA 2011-16**: A Resolution of the Suisun City Redevelopment Agency Authorizing the Execution of Certain Assignment & Assumption Agreements.
  2. **Council** Adoption of Resolution No. **2011-26**: A Resolution of the City of Suisun City Council Authorizing Execution of Certain Assignment & Assumption Agreements.
  3. **Agency** Adoption of Resolution No. **RA 2011-17**: A Resolution of the Redevelopment Agency of the City of Suisun City Adopting the Seventh Amendment to the Annual Appropriation Resolution No. RA 2010-16 to Transfer Funds to the City Associated with the Main Street West (MSW) Disposition and Development Agreement (DDA) and the Leases Associated with the Temporary Parking Lots Along Main Street.
  4. **Council** Adoption of Resolution No. **2011-27**: A Resolution of the City Council of the City of Suisun City Adopting the Seventeenth Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate Funds Related to the Assignment to the City of the Responsibilities Associated with the Development & Disposition Agreement (DDA) with Main Street West (MSW).

Deputy City Attorney Laymon advised that of one of the six agreements that are being assigned there are two Council/Boardmembers who have a real property based conflict of interest. Council/Boardmember Day and Council/Boardmember Derting with respect to the assignment agreement on the Main Street West Agreement. We will separate this item into two motions. Motion number one will be for the assignment of all agreements except Main Street Partners and the second motion will give the two council/boardmembers the opportunity to recuse themselves.

Presentation was made by Economic Development Director Garbon.

Mayor Sanchez asked if all parties had been notified. Economic Development Garben responded all parties that required consent to assignment have been notified. Council Member Segala asked about the maintenance agreements. Economic Development Director Garben responded we are not suggesting any amendment to the agreements. The Agency is

assigning the interests and rights contained within each agreement to the City so the City can carry forward and monitor these projects.

**Motioned by Council / Board Member Hudson and seconded by Council / Board Member Segala to adopt Redevelopment Agency Resolutions No. RA 2011-16 and RA 2011-17; and City Council Resolutions No. 2011-26 and 2011-27, for the assignment of all agreements except Main Street Partners. Motion carried by the following vote:**

**AYES:** Council/Board Members: Day, Derting, Hudson, Segala, Sanchez  
**NOES:** Council/Board Members: None  
**ABSENT:** Council/Board Members: None  
**ABSTAIN:** Council/Board Members: None

**Motioned by Council / Board Member Segala and seconded by Council / Board Member Hudson to adopt Redevelopment Agency Resolutions No. RA 2011-16 and RA 2011-17; and City Council Resolutions No. 2011-26 and 2011-27, for the assignment of the Agreement with Main Street Partners. Motion carried by the following vote:**

**AYES:** Council/Board Members: Hudson, Segala, Sanchez  
**NOES:** Council/Board Members: None  
**ABSENT:** Council/Board Members: None  
**ABSTAIN:** Council/Board Members: Day, Derting (Due to Conflict of Interest)

**City Council / Redevelopment Agency / Housing Authority:**

4. Authorizing the transfer of properties currently held by the Suisun City Redevelopment Agency to the City of Suisun City or the Suisun City Housing Authority.
  1. **Agency** Adoption of Resolution No. **RA 2011-18**: A Resolution of the Suisun City Redevelopment Agency Authorizing the Execution of a Transfer Agreement for the Transfer of Certain Properties Owned by the Redevelopment Agency of the City of Suisun City to the City of Suisun and the Housing Authority of the City of Suisun City.
  2. **Council** Adoption of Resolution No. **2011-28**: A Resolution of the Suisun City Council Authorizing the Execution of a Transfer Agreement for the Transfer of Certain Properties Owned by the Redevelopment Agency of the City of Suisun City to the City of Suisun and the Housing Authority of the City of Suisun City.
  3. **Housing Authority** Adoption of Resolution No. **HA 2011- 01**: A Resolution of the Suisun City Housing Authority Authorizing the Execution of a Transfer Agreement for the Transfer of Certain Properties owned by the Redevelopment Agency of the City of Suisun City to the City of Suisun and the Housing Authority of the City of Suisun City.
  4. **Agency** Adoption of Resolution No. **RA 2011-19**: A Resolution of the Redevelopment Agency of the City of Suisun City Adopting the Fifth Amendment to the Annual Appropriation Resolution No. Ra 2010-16 to Allow Housing Set-Aside Funds to Repurchase the 8.29 Acre Parcel from the Redevelopment Agency.

Deputy City Attorney Laymon advised there are a number of properties that are issue in the item. She prepared a list that shows how to structure the motions based on Exhibit I, Exhibit II, and Exhibit III which are the three property categories that are being transferred. When it is time for motions we can use the prepared list and will help structure the motions.

Presentation was made by Economic Development Director Garben. Exhibit I of the staff report has a list of properties that were purchased using housing set-aside dollars which we are recommending be transferred to the Housing Authority which would act as an agent on behalf of the Agency to carry out the goals and objectives of the Redevelopment Agency with these particular properties. Exhibit II is the properties that will be transferred to the City that were Redevelopment Agency properties and are currently used for a public purpose (plazas, parks, courtyards, Harbor Master building, train station, etc. ) Exhibit III are properties that will be transferred from the Redevelopment Agency to the City for purposes of development. All of the properties that are part of this last group are encumbered by the terms of the Main Street West Disposition and Development Agreement.

**Motioned by Council / Board / Commission Member Day and seconded by Council / Board / Commission Member Hudson to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve all properties except number 5 as listed on Exhibit I attached. Motion carried by the following vote:**

**AYES:** Council/Board/Commission Members: Day, Derting, Hudson, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: None

**Motioned by Council / Board / Commission Member Hudson and seconded by Council / Board / Commission Member Segala to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve property number 5 as listed on Exhibit I attached. Motion carried by the following vote:**

**AYES:** Council/Board/Commission Members: Derting, Hudson, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: Day (Due to Conflict of Interest)

**Motioned by Council / Board / Commission Member Day and seconded by Council / Board / Commission Member Derting to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve the transfer of properties 1-7 inclusive, 24, 25 and 27-37 inclusive as listed on Exhibit II attached. Motion carried by the following vote:**

**AYES:** Council/Board/Commission Members: Day, Derting, Hudson, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: None

**Motioned by Council / Board / Commission Member Derting and seconded by Council / Board / Commission Member Segala to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve the transfer of properties 8 and 9 as listed on Exhibit II attached. Motion carried by the following vote:**

**AYES:** Council/Board/Commission Members: Derting, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: Day, Hudson (Due to Conflict of Interest)

**Motioned by Council / Board / Commission Member Segala and seconded by Council / Board / Commission Member Hudson to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve the transfer of properties 11, 13, 14, 15 and 17 as listed on Exhibit II attached. Motion carried by the following vote:**

**AYES:** Council/Board/Commission Members: Hudson, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: Day, Derting (Due to Conflict of Interest)

**Motioned by Council / Board / Commission Member Hudson and seconded by Council / Board / Commission Member Segala to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve the transfer of properties 10, 12, and 18 as listed on Exhibit II attached. Motion carried by the following vote:**

**AYES:** Council/Board/Commission Members: Derting, Hudson, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: Day, (Due to Conflict of Interest)

**Motioned by Council / Board / Commission Member Segala and seconded by Council / Board / Commission Member Hudson to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve the transfer of properties 16, 19-23 inclusive and 26 as listed on Exhibit II attached. Motion carried by the following vote:**

**AYES:** Council/Board/Commission Members: Day, Hudson, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: Derting (Due to Conflict of Interest)

**Motioned by Council / Board / Commission Member Day and seconded by Council / Board / Commission Member Hudson to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve the transfer of properties 1 – 23 inclusive and 26-29 inclusive as listed on Exhibit III attached. Motion carried by the following vote:**

**AYES:** Council/Board/Commission Members: Day, Derting, Hudson, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: None

**Motioned by Council / Board / Commission Member Day and seconded by Council / Board / Commission Member Derting to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve the transfer of properties 24 and 25 as listed on Exhibit III attached. Motion carried by the following vote:**

**AYES:** Council/Board/CommissionMembers: Day, Derting, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: Hudson (Due to Conflict of Interest)

**Motioned by Council / Board / Commission Member Hudson and seconded by Council / Board / Commission Member Segala to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve the transfer of properties 30-33 inclusive and 36-38 inclusive as listed on Exhibit III attached. Motion carried by the following vote:**

**AYES:** Council/Board/Commission Members: Derting, Hudson, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: Day (Due to Conflict of Interest)

**Motioned by Council / Board / Commission Member Hudson and seconded by Council / Board / Commission Member Day to adopt Redevelopment Agency Resolution No. RA 2011-18; City Council Resolution No. 2011-28; and Housing Authority Resolution No. HA 2011-01 to approve the transfer of properties 34 and 35 as listed on Exhibit III attached. Motion carried by the following vote:**

**AYES:** Council/Board/Commission Members: Day, Hudson, Segala, Sanchez  
**NOES:** Council/Board/Commission Members: None  
**ABSENT:** Council/Board/Commission Members: None  
**ABSTAIN:** Council/Board/Commission Members: Derting (Due to Conflict of Interest)

**Motioned by Board Member Day and seconded by Board Member Hudson to adopt Redevelopment Agency Resolution No. RA 2011-19. Motion carried by the following vote:**

**AYES:** Board Members: Day, Derting, Hudson, Segala, Sanchez  
**NOES:** Board Members: None  
**ABSENT:** Board Members: None  
**ABSTAIN:** Board Members: None

**City Council/Redevelopment Agency:**

- 5. Authorizing a Contract to Carryout Redevelopment Activities.

1. **Council** Adoption of Resolution No. **2011-29**: A Resolution of the City Council of the City of Suisun City Authorizing the Execution of a Contract to Perform Economic Development Services.
2. **Agency** Adoption of Resolution No. **RA 2011-20**: A Resolution of the Suisun City Redevelopment Agency Authorizing the Execution of a Contract to Perform Economic Development Services.
3. **Council** Adoption of Resolution No. **2011-30**: Adopting the 16<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate Funds from the Redevelopment Agency to Cover the Estimated Costs of Certain Redevelopment Projects.
4. **Agency** Adoption of Resolution No. **RA 2011-21**: Adopting the 6<sup>th</sup> Amendment to the Annual Appropriation Resolution No. RA 2010-16 to Transfer Funds to the City to Complete Certain Redevelopment Projects.

Economic Development Director Garben gave the presentation.

**Motioned by Council/Board Member Day and seconded by Council/Board Member Derting to adopt Redevelopment Agency Resolution No. RA 2011-20 and RA 2011-21; and City Council Resolutions 2011-29 and 2011-30. Motion carried by the following vote:**

<b>AYES:</b>	Board Members:	<u>Day, Derting, Hudson, Segala, Sanchez</u>
<b>NOES:</b>	Board Members:	<u>None</u>
<b>ABSENT:</b>	Board Members:	<u>None</u>
<b>ABSTAIN:</b>	Board Members:	<u>None</u>

Mayor Sanchez requested staff to present the before and after, the statements for the Redevelopment Agency and General Fund before these transfers and then the corresponding statements for both the Agency and General Fund after the transfers and a specific listing and quick summary of amounts transferred from Agency to General Fund.

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

1. City Manager/Executive Director/Staff
2. Mayor/Council -Chair/Boardmembers

Mayor Sanchez thanked staff for the quick work on these special meeting items and special thanks to Loana Laymon, representing our City Attorney. .

Councilmember Day announced the Veterans Forum on April 2<sup>nd</sup> at the Joe Nelson Center.

Councilmember Segala, Derting and Hudson thanked staff for all their work for tonight's meeting.

**ADJOURNMENT**

There being no further business, Mayor Sanchez adjourned the Special City Council meeting at 7:09 PM.

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Donna Pock, CMC  
Deputy City Clerk

# A G E N D A

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, MARCH 22, 2011

5:00 P.M.

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SUISUN CITY COUNCIL CHAMBERS -- 701 CIVIC CENTER BOULEVARD -- SUISUN CITY, CALIFORNIA

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### **ROLL CALL**

Mayor Sanchez called the meeting to order at 5:00 PM with Council Members Day, and Hudson were present. Council Members Derting and Segala were absent.

### **PRESENTATIONS/APPOINTMENTS - None**

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

### **PUBLIC COMMENT**

*(Requests by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda per California Government Code §54954.3 allowing 3 minutes to each speaker).*

Richard Giddens commented on nuisance activities in his neighborhood and complained about the City's non-action..

### **5:02 PM – Council Member Derting arrived**

George Guynn suggested the City should act on Richard Giddens complaints.

### **CONFLICT OF INTEREST NOTIFICATION - None**

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

### **CONSENT CALENDAR**

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

1. Council Adoption of Resolution No. 2011-31: Accepting the Annual Progress Report on Implementation of City of Suisun City Housing Element for 2010 to State of California Department of Housing and Community Development – (Wooden).

George Guynn suggested the City do less building of homes and take care of the foreclosed homes.

**Motioned by Council Member Day and seconded by Council Member Derting to approve the Consent Calendar. Motion carried unanimously by members present.**

**GENERAL BUSINESS**

2. Council Adoption of Resolution No. 2011-32: Authorizing the City Manager to Amend the Consultant Services Agreement with AECOM to Complete Environmental Technical Studies on the Grizzly Island Trail Project – (Kasperson).

**5:28 PM – Council Member Segala arrived.**

**Motioned by Council Member Day and seconded by Council Derting to adopt Council Resolution No. 2011-32. Motion carried unanimously.**

**Mayor Sanchez requested a special meeting be scheduled next Tuesday to discuss the design.**

**REPORTS: None**

**ADJOURNMENT**

There being no further business, Mayor Sanchez adjourned the Special City Council meeting at 5:34 PM.

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Linda Hobson, CMC  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** April 5, 2011

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**CITY AGENDA ITEM:** Award Construction Contract for Landscaping Along Bikeway on Main Street:

- a. Council Adoption of Resolution No. 2011-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's behalf with Parker Landscape for the Landscaping Along Bikeway on Main Street Project; and
- b. Council Adoption of Resolution No. 2011-\_\_: Adopting the 18<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate \$28,200 in Additional Funding for the Landscaping along Bikeway on Main Street Project.

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**FISCAL IMPACT:** A total of \$60,000 was budgeted for the Gap Closure Landscaping Project in the FY 2010-11 Capital Budget. Parker Landscape Development, the low bidder, submitted construction bid of \$56,175.89 for the project. After a 10% contingency (\$5,600), plus 5% for staff time (\$2,800) and about \$6,700 in staff time that has already been expended to design/bid and redesign/rebid this project this project totals approximately \$71,200. An additional \$11,200 is necessary to move forward this project. Funds are available in the Park Development Fund. The retained earnings in the fund would exceed \$1,250,000 after the proposed action.

In addition, both staff and the Parks and Recreation Commission recommend that the City Council also award Add Alternate #1 for \$6,666.20 and Add Alternate #4 for \$8,105.00, both of which are described below, for a total of \$14,771.20, plus 10% contingency of \$1,500 and 5% staff time of \$800. The total cost of the add alternates would cost an additional \$17,000.

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**BACKGROUND:** In September 2008, the City awarded the construction contract to Lister Construction for the Central County Bikeway Gap Closure Project. That project constructed a Class I bike path from Marina Boulevard to the Train Station. This project however, did not include landscaping along the pathway, with the understanding that staff would later prepare a separate project that installed landscaping along this pathway and key City gateway. This new project was included in the FY 2010-11 Capital Improvement Program.

Last summer, staff developed a bid package for the project in-house and opened bids on July 27, 2010, receiving seven bids. At that time, the low bid was approximately 95% *above* the engineer's estimate and approved budget for this project. On September 7, 2010, City Council directed staff to reject those bids, redesign the project and bid the project again in time for a 2011 spring construction.

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**STAFF REPORT:** In general, this project would install landscaping in the latest segment of the Central County Bikeway from the new pedestrian bridge to the train station. This would include landscaping in the high-visibility areas and beautifying one of the gateways into the City. Staff

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**PREPARED BY:**

Alysa Majer, Management Analyst II

**REVIEWED/APPROVED BY:**

Daniel Kasperson, Building & Public Works Director

Suzanne Bragdon, City Manager

developed a new revised bid package for a smaller project and advertised the project beginning on January 24, 2011. The bid package included seven additive alternates and one deduct alternate.

Bids for the project were opened on February 24, 2011, at 2:00 PM at which time eight bids were received and read aloud. Staff has reviewed the low bidder's proposal and bid documents, and has determined that the bid submitted by Parker Landscape Development is responsive and that Parker Landscape Development is a responsible bidder. The bid results were as follows, not including any of the additive alternates:

<u>Company</u>	<u>Base Bid</u>
Parker Landscape	\$ 56,181.14
AD Land Venture	64,376.00
North Bay Landscape	65,900.00
McNabb Construction	73,199.00
Cagwin & Dorward	74,382.00
Live Oak Landscape	80,561.00
Blossom Valley Landscape	104,202.00
RMT Landscape	113,381.00

The low bid came in approximately \$3,800 below the engineer's estimate. Staff presented the bid results and the additive alternate options for this project to the Parks and Recreation Commission on March 1, 2011. Staff and the Commission are recommending that Council award the base project plus additive alternates #1 and #4 in the amount of \$14,771.20 making the total award amount \$70,947.09. Add Alternate #1 would place landscaping in an area that was not going to have landscaping in the base bid. Add Alternate #4 would construct a retaining wall by the existing bridge. This retaining wall would be an enhancement to the existing steep slope at the bridge, enhance a very visible corner and prevent future erosion problems at the bridge footing by creating better drainage for the landscaping. Both alternates would visibly enhance this project and City gateway. A list of all of the alternates and are below:

Deduct #1	Remove Landscaping along fence line	\$(3,234.94)
Add Alt #1	Landscape East Side of Bike Path under Highway 12	6,666.20
Add Alt #2	Landscape West Side of Bike Path under Highway 12	3,341.00
Add Alt #3	Landscape Southwest of Prefabricated Bridge	2,217.00
Add Alt #4	Install a Retaining Wall by Prefabricated Bridge	8,105.00
Add Alt #5	Rocked Slab under Bridge	62,940.00
Add Alt #6	Install Pullboxes for Future Streetlights	1,972.98
Add Alt #7	Stamped Concrete in place of Decomposed Granite in Some Areas	16,700.00

Staff is also recommending a 10 percent contingency to cover the costs of any unforeseen conditions encountered during construction, as well as five percent for staff time to manage the contract. The total of all project costs would be \$88,200 and total budget available is \$60,000. The Park and Recreation Commission and staff recommend that the additional \$28,200 be appropriated from the Park Development Fund to complete the project.

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**RECOMMENDATION:** It is recommended that the City Council Adopt:

1. Resolution No. 2011-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's behalf with Parker Landscape for the Landscaping Along Bikeway on Main Street Project; and
2. Resolution No. 2011-\_\_: Adopting the 18<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate \$28,200 in Additional Funding for the Landscaping along Bikeway on Main Street Project

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**ATTACHMENTS:**

1. Council Resolution No. 2011-\_\_\_: Authorizing the City Manager to Enter into a Construction Contract on the City's behalf with Parker Landscape for the Landscaping Along Bikeway on Main Street Project; and
2. of Resolution No. 2011-\_\_: Adopting the 18<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2010-53 to Appropriate \$28,200 in Additional Funding for the Landscaping along Bikeway on Main Street Project.

**RESOLUTION NO. 2011 - \_\_\_\_**

**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 PARKER LANDSCAPE FOR THE  
LANDSCAPING ALONG BIKEWAY ON MAIN STREET PROJECT**

**WHEREAS**, staff has prepared plans, specifications and an estimate for bidding the Landscaping along Bikeway on Main Street Project; and

**WHEREAS**, eight bid proposals were received by the City by 2:00 PM on the February 24, 2011, and were opened and read aloud; and

**WHEREAS**, Parker Landscape, provided the lowest responsible bid of \$56,175.89 for the base project; and

**WHEREAS**, the bid documents also included various alternative items that may or may not be awarded with the base project; and

**WHEREAS**, staff and the Parks and Recreation Commission recommend that bid alternates #1 and #4 in the amount of \$14,771.20 also be awarded with the base bid for a total award amount of \$70,947.09.

**NOW, THEREFORE, BE IT RESOLVED**, that 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 Parker Landscape for the Landscaping Along Bikeway on Main Street Project including the base project plus additive alternates #1 & #4 in the amount of \$70,947.09 and to take any and all necessary and appropriate actions to implement this contract. The City Council further authorizes the City Manager to approve changes for contingencies up to 10 percent or \$7,100.00.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5<sup>th</sup> of April 2011, 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 5<sup>h</sup> of April, 2011.

\_\_\_\_\_  
Linda Hobson, CMC  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** April 5, 2011

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**CITY AGENDA ITEM:** City Council Discussion and Direction for Proposed Blue Diamond Bingo Center in Suisun City.

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**FISCAL IMPACT:** There would be no fiscal impact associated with the discussion of this proposal.

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**BACKGROUND:** In February 2011, staff was approached by the Blue Devils Performing Arts organization (the “Blue Devils”) regarding its proposal to operate a bingo center in Suisun City (the “City”), in support of local music education. The Blue Devils currently operate a bingo center in the Concord-Walnut Creek area, and have done so for over thirty years. The organization heavily relies on local non-profit and charitable organizations to volunteer their time to operate the bingo games, in exchange for bingo game proceeds to use towards music education. In addition, the Blue Devils organization raises funds through online music equipment and memorabilia sales, as well as performances at special events. As a result, the Blue Devils has an established working model that it would be using as the framework to operate a proposed bingo center in Suisun City.

This model is generally comprised of the additional following elements:

1. Hiring minimal Blue Devils volunteer staff to oversee the bingo facility that would be paid for through other Blue Devils’ fundraising mechanisms.
2. Hiring security staff and establishing security operations for patron safety before, during and after bingo games.
3. Hiring a contract concessionaire to provide food and refreshments during bingo games.
4. Facilitating flexible hours of operation based on day of the week and demand.

Bingo activities are regulated by Section 326.5 of the California Penal Code (Statute), which stipulates the types of organizations that eligible to operate bingo games, as well as dictates how proceeds from the games are to be utilized and accounted for. With a few exceptions, Title 5, Chapter 5.08 - Bingo of the Suisun City Code mirrors the regulations of the Statute. In general, the Statute allows “eligible organizations” to participate in bingo games, given all game proceeds are designated solely for charitable purposes. All proceeds must be secured in a separate account from the bingo operating account, to ensure that proceeds are not utilized to pay for operating expenses. The Blue Devils estimate that this activity could generate as much as \$300,000 per year for local non-profit organizations.

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

Vivien C. Togonon, Project Manager  
Jason D. Garben, Economic Development Director  
Suzanne Bragdon, City Manager

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**STAFF REPORT:** Staff met with the Blue Devils in March to clarify its initial proposal to operate the Blue Diamond Bingo Center at the Marina Shopping Center. Proposal highlights include:

1. Proposed opening a Blue Diamond Bingo Center by June 2011 (based on initial projections, pending City approvals) that would hold approximately 450 patrons.
2. Initial hours of operation to be Fridays and Saturdays from 4:00 pm to approximately 11:00 pm, and on Sundays from 12:00 pm to 6:00 pm. Depending on demand, additional bingo sessions will be offered on Wednesdays and Thursdays from 4:00 pm to approximately 11:00 pm.
3. Contracting with a food concessionaire such as Subway, to operate food service during bingo games.
4. A 50% - 50% split of bingo game proceeds for community non-profit and/or educational organizations.

Additionally, the Blue Devils have proposed to make the following changes to the existing City Bingo Ordinance in order to accommodate the operation of Blue Diamond Bingo in Suisun City:

- Allowing utilization of electronic bingo handsets which store electronic game cards (which is permitted by the Statute).
- Increasing the prize value from \$250 to \$500 (also permitted by the Statute).
- Amending the hours of operation to be between the hours of 9:00am and 3:00am, on Fridays and Saturdays; and between the hours of 9:00am and 12:00am on Sundays through Thursdays, such that it is consistent with other full-time operated bingo halls, such as the Concord-Walnut Creek location, which includes operation on special holidays (e.g., New Year's Eve, which is well received in other communities), therefore allowing the operation of bingo games at the proposed location between the aforementioned hours. In addition, the Blue Devils would like to omit the rest of the Hours and Days of Operation section of the City's ordinance, which does not allow a single building or series of contiguous rooms or buildings to be utilized to conduct bingo games during the City's established timeframes.
- Currently, the City's Bingo Ordinance states that bingo games shall only be conducted between the hours of 12 noon and 12 midnight, and allows no more than six hours of bingo games during any 24-hour period, for no more than two days in any seven-day period. Further, the City's Bingo Ordinance does not allow a single building or series of contiguous rooms or buildings to be utilized to conduct bingo games during the City's established timeframes.

Staff is seeking direction from the City Council at this time in order to determine whether to proceed with the proposed changes to the existing Bingo Ordinance that would be necessary to accommodate the Blue Devils proposal. In addition, the Blue Devils organization is open to discussion about how to distribute proceeds to other community organizations. Discussions on the

distribution issue between staff and the Blue Devils have centered on the schools, but the Blue Devils are flexible in terms of discussing where the proceeds should be directed.

A revised proposal along with any revisions to the ordinance would be brought back to the City Council for consideration at a future date.

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**RECOMMENDATION:** It is recommended the City Council provide staff with direction regarding how to proceed with the proposed changes to be implemented in the City's existing Bingo Ordinance, as well as provide input on allowable potential local organizations that would benefit from the receipt of bingo proceeds in Suisun City.

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**ATTACHMENTS:**

1. Blue Diamond Bingo Center Proposal.
2. California Penal Code Section 326.5.
3. Suisun City Bingo Ordinance (Chapter 5.08).
4. Map of Proposed Blue Diamond Bingo Center Location.

BD Performing Arts

Proposal to Operate Bingo Center in Fairfield, California, in support of Music Education

Working Title for Project: Blue Diamond Bingo Center

February 2011

1. Development of Business Plan and Twelve Month Financial ProForma
2. Meeting with community non-profits to recruit volunteer participation.
3. BDPA identifies potential facilities to house the bingo center and meets with landlords to begin discussions of leasehold requirements and terms.
4. BDPA begins search to find a food concessionaire.
5. Meeting with City officials to explore ordinance and zoning changes that would be necessary to implement business plan.
6. BDPA files for appropriate permits.

March 2011

1. City proceeds through required protocols to effect ordinance changes.
2. BDPA works through planning department requirements to follow permit process and zoning requirements.
3. BDPA finalizes terms with preferred landlord contingent upon achieving permits.
4. BDPA obtains tentative commitment for food concessionaire.
5. BDPA develops and submits leasehold improvement plans to city and landlord.

April 2011

1. Ordinance changes, zoning, and permitting is finalized by City.
2. BDPA recruits volunteers and security employees in Fairfield/Suisun market.
3. Landlord starts leasehold improvements.

May 2011

1. Landlord and food concessionaire complete leasehold improvements.
2. Facilities receive inspections and final permits.
3. BDPA hires and trains employees.
4. BDPA begins advertising and promotion to attract customers.
5. Food concessionaire hires and trains employees for facility.

June 2011

1. BDPA and food concessionaire begin Bingo Center operations.
2. Monthly proceeds distribution begins at end of first month of operations.
3. Monthly financial reporting to city begins after first month of operations.

## PROPOSED OPERATING PLANS

- A. The Blue Diamond Bingo Center will open in June 2011.
  1. Maximum seating capacity will be approximately 450. Average loads will be 170 to 225, with peaks of 250, 350 and 450 on holidays and special event days.
  2. Parking capacity will be appropriate to handle peak loads.
  3. The interior of the Center will include a retail food establishment, such as a Subway franchisee.
  4. Nightly janitorial services will be utilized to maintain a clean, sanitary and hospitable atmosphere.
  5. Security staff will be on duty both indoors and outdoors during bingo sessions.
  6. A Manager or Supervisor will be on duty during all bingo operations.
  
- B. Hours of operation
  1. Friday and Saturday
    - a. Sessions will begin by opening the doors and the food services at 4:00 pm.
    - b. A Cashier will begin accepting payments to play at 5:00 pm.
    - c. Early "warm-up" games will begin at 6:00 pm, regular games will begin at 6:30 pm, and games will end between 10:30 pm and 11:00 pm.
  2. Sunday
    - a. Sessions will begin by opening the doors and the food service at 12:00 pm.
    - b. A Cashier will begin accepting payments to play at 12:30 pm.
    - c. Early "warm-up" games will begin at 1:30 pm, regular games will begin at 2:00 pm, and games will end between 5:30 pm and 6:00 pm.
  3. Thursday
    - a. Thursday sessions will not begin operation until the attendance on Friday, Saturday, and Sunday appears to be strong enough to support the opening of an additional day. The Pro-Forma proposes that this could occur within two months of the initial opening.
    - b. Sessions will begin by opening the doors and the food services at 4:00 pm.
    - c. A Cashier will begin accepting payments to play at 5:00 pm.
    - d. Early "warm-up" games will begin at 6:00 pm, regular games will begin at 6:30 pm, and games will end between 10:00 pm and 10:30 pm.
  4. Wednesday
    - a. Wednesday sessions will not begin operation until the attendance on Thursday nights appears to be strong enough to support the opening of an additional day. The Pro-Forma proposes that this could occur within two months of the Thursday launch.
    - b. Sessions will begin by opening the doors and the food services at 4:00 pm.
    - c. A Cashier will begin accepting payments to play at 5:00 pm.

- d. Early “warm-up” games will begin at 6:00 pm, regular games will begin at 6:30 pm, and games will end between 10:00 pm and 10:30 pm.

#### 5. Additional Future Sessions

- a. The strength of the attendance will determine how quickly BDPA will want to expand operations to increase the number of sessions available. Short daytime sessions are very popular and might be a good addition after the initial five-day schedule is well established. The Pro-Forma for the first twelve months (and forecast for 2012) does not include any more than the five sessions listed here.

#### C. Staffing

- a. The Center Manager will be an experienced business person with retail, customer service, and bingo operating experience and training.
- b. Inside and outside security positions will be hired to handle cash control and incident control. They will not be armed so they will refer any potential criminal issues or emergencies to 911 services.
- c. Volunteers from various non-profit organizations will be trained and utilized to handle floor sales positions within the bingo operation. Their participation will contribute to the allocation of the community portion of the bingo proceeds.
- d. For the first several weeks, (up to four), we will utilize experienced bingo workers from the Concord Blue Devils Bingo Hall. They will assure a smooth launch of the facility and provide training to the new hires from the Fairfield area.

#### D. Food Service

- a. BDPA will be seeking a food concessionaire, such as a Subway franchisee, to operate their service during bingo hours. This will provide light, but substantial food fare (sandwiches, soups, salads, cookies), as well as a variety of soft beverages.
- b. If the facility can accommodate the food service being able to provide an external entrance to allow general customers to patronize them from the street, then they will be invited to extend their hours to do so. Those customers will not be utilizing the bingo facilities other than to enter the food sales area.

#### E. Security

- a. Security personnel will be on duty for all bingo hours of operation. They will be trained and certified appropriately and refer any serious problems to the on-duty manager and/or call 911 for emergencies. They will not carry weapons of any kind. Their position is that of deterrent and watchman, and customer service agent for the organization. They will fill out incident reports for accidents, or illnesses, or any serious problems.

- They will control handling of all cash and inventory to assure minimal losses, and assure that funds are recorded and banked appropriately.
- b. Security will assist the staff to maintain a calm, orderly operation, and even escort patrons to their car, if requested.
  - c. Security will assure that the facilities are completely empty at the end of the session, lock all the doors, and set the alarm monitoring system.
  - d. In addition to an alarm monitoring system for both fire and police (with silent security dispatch capability), there will be a video surveillance system throughout the facility and around the exterior of the building, with continuous DVR recording. The DVR will be remotely accessible by the Center Manager and the Director of Operations.

#### F. Marketing and Promotion

- a. Regular monthly advertising will be implemented in the Bingo Bugle Magazine for the area.
- b. Flyers will be handed out to patrons announcing special events, theme sessions, special games, etc. There will also be posters made internally to promote everything new and special.
- c. A Players Club will be created to allow frequent players to receive extra rewards for their patronage, such as birthday deals, discount coupons, bonus opportunities for door-prizes, newsletter updates, and special privileges for special events. Everyone will receive a membership card.

#### G. Administration

- a. The BDPA Director of Operations will oversee the bingo operation, just as they do for the Blue Devils Bingo Hall. This includes staff development and evaluation, bingo performance analysis, game development, promotion strategies, and operating procedure development and monitoring.
- b. The BDPA Accounting Manager will set up separate accounting and reporting processes plus develop and provide monthly financial reports for the operation and assure that all authorities will receive timely reports (such as the Police Chief). BDPA uses QuickBooks Enterprise edition to book all financial activity and manage payroll processes.
- c. BDPA will incorporate The Blue Diamond Center into their annual audit and Form 990 process, which is conducted by an outside accounting firm, as required by law. Copies of the performance audit will be provided to regulatory officials as required by ordinance.
- d. All operating records will be maintained by BDPA as required and will be available for inspection at any time upon request.
- e. Bingo requires substantial amounts of materials to be purchased since every game consumes several dollars worth of merchandise each session for every player. BDPA will work with vendors to acquire all required materials on a timely basis, plus explore and research new products that

are introduced into the marketplace to enhance the players' experience and entertainment value.

- f. BDPA will operate the Bingo Center in conformance with all applicable state and local rules, laws, and regulations as prescribed, and maintain open communications with all regulatory authorities.

#### H. Financial Distribution

- a. BDPA operates its non-profit, 501 (c) 3 organization, to provide performing arts opportunities for students aged 7 to 22. And its music programs are open to all students in the greater Bay Area (and beyond). To that end, BDPA proposes splitting the Net Income proceeds of the Bingo Center operation on a 50%-50% basis with community non-profit programs.
- b. Non-profit organizations will receive pro-rata shares of the community portion of the net proceeds based upon man-hour contributions.

SB1369 Passed into law 2008.

SECTION 1. This act shall be known, and may be cited, as the California Remote Caller Bingo Act.

Changes to 326.5 Penal Code included within 1369 appear below:

SECTION 6. Section 326.5 of the Penal Code is amended to read:

326.5. (a) Neither the prohibition on gambling in this chapter nor in Chapter 10 (commencing with Section 330) applies to any bingo game that is conducted in a city, county, or city and county pursuant to an ordinance enacted under Section 19 of Article IV of the State Constitution, if the ordinance allows games to be conducted only in accordance with this section and only by organizations exempted from the payment of the bank and corporation tax by Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23701k, 23701w, and 23701 of the Revenue and Taxation Code and by mobile home park associations, senior citizens organizations, and school districts; and if the receipts of those games are used only for charitable purposes.

- (b) It is a misdemeanor for any person to receive or pay a profit, wage, or salary from any bingo game authorized by Section 19 of Article IV of the State Constitution. Security personnel employed by the organization conducting the bingo game may be paid from the revenues of bingo games, as provided in subdivisions (j) and (k).
- (c) A violation of subdivision (b) shall be punishable by a fine not to exceed ten thousand dollars (\$10,000), which fine is deposited in the general fund of the city, county, or city and county that enacted the ordinance authorizing the bingo game. A violation of any provision of this section, other than subdivision (b), is a misdemeanor.
- (d) The city, county, or city and county that enacted the ordinance authorizing the bingo game may bring an action to enjoin a violation of this section.
- (e) No minors shall be allowed to participate in any bingo game.
- (f) An organization authorized to conduct bingo games pursuant to subdivision (a) shall conduct a bingo game only on property owned or leased by it, or property whose use is donated to the organization, and which property is used by that organization for an office or for performance of the purposes for which the organization is organized. Nothing in this subdivision shall be construed to require that the property owned or leased by, or whose use is donated to, the organization be used or leased exclusively by, or donated exclusively to, that organization.
- (g) All bingo games shall be open to the public, not just to the members of the authorized organization.
- (h) A bingo game shall be operated and staffed only by members of

the authorized organization that organized it. Those members shall not receive a profit, wage, or salary from any bingo game. Only the organization authorized to conduct a bingo game shall operate such a game, or participate in the promotion, supervision, or any other phase of a bingo game. This subdivision does not preclude the employment of security personnel who are not members of the authorized organization at a bingo game by the organization conducting the game.

- (i) No individual, corporation, partnership, or other legal entity, except the organization authorized to conduct a bingo game, shall hold a financial interest in the conduct of a bingo game.
- (j) With respect to organizations exempt from payment of the bank and corporation tax by Section 23701d of the Revenue and Taxation Code, all profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Those profits shall be used only for charitable purposes.
- (k) **With respect to other organizations** authorized to conduct bingo games pursuant to this section, all proceeds derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Proceeds are the receipts of bingo games conducted by organizations not within subdivision (j). Those proceeds shall be used only for charitable purposes, except as follows:
  - (1) The proceeds may be used for prizes.
  - (2) (A) Except as provided in subparagraph (B), a portion of the proceeds, not to exceed 20 percent of the proceeds before the deduction for prizes, or two thousand dollars (\$2,000) per month, whichever is less, may be used for the rental of property and for overhead, including the purchase of bingo equipment, administrative expenses, security equipment, and security personnel.
    - (B) For the purposes of bingo games conducted by the Lake Elsinore Elks Lodge, a portion of the proceeds, not to exceed 20 percent of the proceeds before the deduction for prizes, or three thousand dollars (\$3,000) per month, whichever is less, may be used for the rental of property and for overhead, including the purchase of bingo equipment, administrative expenses, security equipment, and security personnel. Any amount of the proceeds that is additional to that permitted under subparagraph (A), up to one thousand dollars (\$1,000), shall be used for the purpose of financing the rebuilding of the facility and the replacement of equipment that was destroyed by fire in 2007. The exception to subparagraph (A) that is provided by this subparagraph shall remain in effect only until the cost of rebuilding the facility is repaid, or January 1, 2019, whichever occurs first.
  - (3) The proceeds may be used to pay license fees.

- (4) A city, county, or city and county that enacts an ordinance permitting bingo games may specify in the ordinance that if the monthly gross receipts from bingo games of an organization within this subdivision exceed five thousand dollars (\$5,000), a minimum percentage of the proceeds shall be used only for charitable purposes not relating to the conducting of bingo games and that the balance shall be used for prizes, rental of property, overhead, administrative expenses, and payment of license fees. The amount of proceeds used for rental of property, overhead, and administrative expenses is subject to the limitations specified in paragraph (2).
- (l) A city, county, or city and county may impose a license fee on each organization that it authorizes to conduct bingo games. The fee, whether for the initial license or renewal, shall not exceed fifty dollars (\$50) annually, except as provided in paragraph (2). If an application for a license is denied, one-half of any license fee paid shall be refunded to the organization.
- (2) In lieu of the license fee permitted under paragraph (l), a city, county, or city and county may impose a license fee of fifty dollars (\$50) paid upon application. If an application for a license is denied, one-half of the application fee shall be refunded to the organization. An additional fee for law enforcement and public safety costs incurred by the city, county, or city and county that are directly related to bingo activities may be imposed and shall be collected monthly by the city, county, or city and county issuing the license; however, the fee shall not exceed the actual costs incurred in providing the service.
- (m) No person shall be allowed to participate in a bingo game, unless the person is physically present at the time and place where the bingo game is being conducted.
- (n) The total value of prizes available to be awarded during the conduct of any bingo games shall not exceed five hundred dollars (\$500) in cash or kind, or both, for each separate game which is held.
- (o) As used in this section, "bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols that are marked or covered by the player on a tangible card in the player's possession and that conform to numbers or symbols, selected at random and announced by a live caller. Notwithstanding Section 330c, as used in this section, the game of bingo includes tangible cards having numbers or symbols that are concealed and preprinted in a manner providing for distribution of prizes. Electronics or video displays shall not be used in connection with the game of bingo, except in connection with the caller's drawing of numbers or symbols and the public display of that drawing, and except as provided in subdivision (p). The winning cards shall not be known prior to the game by any person participating in the playing or operation of the bingo game. All preprinted cards shall bear the

legend, "for sale or use only in a bingo game authorized under California law and pursuant to local ordinance." Only a covered or marked tangible card possessed by a player and presented to an attendant may be used to claim a prize. It is the intention of the Legislature that bingo as defined in this subdivision applies exclusively to this section and shall not be applied in the construction or enforcement of any other provision of law.

- (p) (1) Players who are physically present at a bingo game may use hand-held, portable card-minding devices, as described in this subdivision, to assist in monitoring the numbers or symbols announced by a live caller as those numbers or symbols are called in a live game. Card-minding devices may not be used in connection with any game where a bingo card may be sold or distributed after the start of the ball draw for that game. A card-minding device shall do all of the following:
- (A) Be capable of storing in the memory of the device bingo faces of tangible cards purchased by a player.
  - (B) Provide a means for bingo players to input manually each individual number or symbol announced by a live caller.
  - (C) Compare the numbers or symbols entered by the player to the bingo faces previously stored in the memory of the device.
  - (D) Identify winning bingo patterns that exist on the stored bingo faces.
- (2) A card-minding device shall perform no functions involving the play of the game other than those described in paragraph (1). Card-minding devices shall not do any of the following:
- (A) Be capable of accepting or dispensing any coins, currency, or other representative of value or on which value has been encoded.
  - (B) Be capable of monitoring any bingo card face other than the faces of the tangible bingo card or cards purchased by the player for that game.
  - (C) Display or represent the game result through any means, including, but not limited to, video or mechanical reels or other slot machine or casino game themes, other than highlighting the winning numbers or symbols marked or covered on the tangible bingo cards or giving an audio alert that the player's card has a prize-winning pattern.
  - (D) Determine the outcome of any game or be physically or electronically connected to any component that determines the outcome of a game or to any other bingo equipment, including, but not limited to, the ball call station, or to any other card-minding device. No other player-operated or player-activated electronic or electromechanical device or equipment is permitted to be used in connection with a bingo game.
- (3) (A) A card-minding device shall be approved in advance by the commission as meeting the requirements of Section 326.5 and any

additional requirements stated in regulations adopted by the commission. Any proposed material change to the device, including any change to the software used by the device, shall be submitted to the commission and approved by the commission prior to implementation.

- (B) In accordance with Chapter 5 (commencing with Section 19800) of Division 8 of the Business and Professions Code, the commission shall establish reasonable criteria for, and require the licensure and registration of, any person that directly or indirectly manufactures, distributes, supplies, vends, leases, or otherwise provides card-minding devices or other supplies, equipment, or services designed for use in the playing of bingo games by any nonprofit organization registered to conduct bingo games.
  - (C) A person or entity that supplies or services any card-minding device shall meet all licensing or registration requirements established by the commission in regulations.
- (4) The costs of any testing, certification, license, or determination required by this subdivision shall be borne by the person or entity seeking it.
  - (5) On and after January 1, 2010, the commission and the Department of Justice may inspect all card-minding devices at any time without notice, and may immediately prohibit the use of any device that does not comply with the requirements of subdivision (r) of Section 19841 of the Business and Professions Code. The Department of Justice may at any time, without notice, impound any device the use of which has been prohibited by the commission.
  - (6) The California Gambling Control Commission shall issue regulations to implement the requirements of this subdivision and may issue regulations regarding the means by which the operator of a bingo game, as required by applicable law, may offer assistance to a player with disabilities in order to enable that player to participate in a bingo game, provided that the means of providing that assistance shall not be through any electronic, electromechanical, or other device or equipment that accepts the insertion of any coin, currency, token, credit card, or other means of transmitting value, and does not constitute or is not a part of a system that constitutes a video lottery terminal, slot machine, or devices prohibited by Chapter 10 (commencing with Section 330).
  - (7) The following definitions apply for purposes of this subdivision:
    - (A) "Commission" means the California Gambling Control Commission.
    - (B) "Person" includes a natural person, corporation, limited liability company, partnership, trust, joint venture, association, or any other business organization.

# Marina Shopping Center



*Proposed Blue  
Diamond Bingo  
Center Location*

*Lotz Way*

## AGENDA TRANSMITTAL

**MEETING DATE:** April 5, 2011

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**CITY AGENDA ITEM:** Council Consideration of Resolution No. 2011-\_\_\_: Authorizing the City Manager to Approve the Assignment of All Contractual Rights and Obligations regarding the City's Neighborhood Stabilization Program from Mercy Housing California to Sacramento Neighborhood Housing Services.

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**FISCAL IMPACT:** This action would be revenue-neutral, since the terms of the assignment would be consistent with the City's existing contract with Mercy Housing California which provides for compensation as follows: 8% of property acquisition cost, 19% of rehabilitation cost, 8% of property disposition cost, and 2% of total allocation for General Administration.

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**BACKGROUND:** On October 6, 2009, the City Council approved Resolution No. 2009-91 that authorized the City Manager to Execute a Contract Services Agreement with Mercy Housing California (MHC), an affiliate of Mercy Housing Inc. for the administration of the Neighborhood Stabilization Program (NSP) to address vacant and foreclosed properties. From the original \$955,009 in NSP funds awarded, \$870,102 was expended for acquisition and rehabilitation of the first four homes in Suisun City. Those homes were all sold to First-Time Homebuyer Program households, resulting in \$629,255 in net Program Income (PI). A total of \$594,992 of that PI was used to fund the acquisition and rehabilitation of three additional homes, which are currently being completed. The City is under contract to acquire two additional homes, which will be rehabilitated with the proceeds from the sale of the prior three homes. Staff anticipates that one or two additional homes will be acquired and rehabilitated, resulting in the expending of all Program Income.

MHC has determined that it desires to concentrate its efforts and strategies around the programs and services offered for multi-family rental housing development, property management, asset management, and resident supportive services. Consequently, MHC desires to transfer its Community Development line of business to Sacramento Neighborhood Housing Services, dba NeighborWorks® Homeownership Center Sacramento Region (NWSac), a 501(c)(3) Non-profit Organization, including all contractual obligations relating to NSP in the following communities:

- West Sacramento
- Fairfield
- Placer County
- City of Lincoln
- City of Suisun City

The California Department of Housing and Community Development has approved the proposed assignment for the above-listed programs.

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**PREPARED BY:**

**REVIEWED/APPROVED BY:**

Kathy Lawton, Housing Manager  
April Wooden, Community Development Director  
Suzanne Bragdon, City Manager

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**STAFF REPORT:** The parties, MHC and NWSac, have executed both a letter of intent and a Memorandum of Understanding regarding the proposed assignment. An actual assignment agreement is being prepared by MHC and is anticipated to be executed by the parties prior to April 4, 2011, with an effective date of May 1, 2011. As a component of the potential assignment, it is intended that MHC staff currently engaged in Community Development work in Sacramento would be terminated as staff of MHC and hired as staff of NWSac. Consequently, City staff would continue to work with the same staff members in the implementation of the City's NSP program.

NeighborWorks<sup>®</sup> HomeOwnership Center Sacramento Region was created in 1987 to revitalize the community. The organization's mission is "Providing opportunities for successful homeownership and strong communities through quality education, affordable lending, supportive partnerships and dedicated leadership." Programs and revitalization strategies that will effectively increase and preserve homeownership, improve the condition, health and safety of existing homes, develop quality affordable housing, and empower residents through education and collaboration are employed.

Under NSP1, NWSac is working with two jurisdictions (City of Elk Grove and Sacramento Housing and Redevelopment Agency) to rehab a total of 38 homes. In addition, the organization was recently selected as one of three contractors to implement NSP3 funding for San Joaquin County. NWSac was recently awarded the "Organization of the Year" award in Sacramento, by the Non-Profit Resource Center. In addition, the Human Rights and Fair Housing Commission of the Sacramento Region selected NWSac for its award of Outstanding Performance.

Staff has met with representatives from NWSac and is ready to work with them to transition the City's NSP program implementation to that organization. Trying to find another organization to step in to fulfill MHC's obligations at this late date and securing HCD's approval of such a transfer would be much more complicated and time-consuming. This could result in the loss of funds due to time constraints imposed under the grant terms.

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**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2011-\_\_\_: Authorizing the City Manager to Approve the Assignment of All Contractual Rights and Obligations regarding the City's Neighborhood Stabilization Program from Mercy Housing California to Sacramento Neighborhood Housing Services.

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**ATTACHMENTS:**

1. Council Resolution No. 2011-\_\_\_: Authorizing the City Manager to Approve the Assignment of All Contractual Rights and Obligations regarding the City's Neighborhood Stabilization Program from Mercy Housing California to Sacramento Neighborhood Housing Services.
  2. Letter of Intent.
  3. Memorandum of Understanding.
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**RESOLUTION NO. 2010-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY AUTHORIZING THE CITY MANAGER TO APPROVE THE ASSIGNMENT OF ALL CONTRACTUAL RIGHTS AND OBLIGATIONS REGARDING THE CITY'S NEIGHBORHOOD STABILIZATION PROGRAM (NSP) FROM MERCY HOUSING CALIFORNIA (MHC), AN AFFILIATE OF MERCY HOUSING INC., TO SACRAMENTO NEIGHBORHOOD HOUSING SERVICES, DBA NEIGHBORWORKS® HOMEOWNERSHIP CENTER SACRAMENTO REGION (NWSac), a 501(c) (3) NON-PROFIT ORGANIZATION.**

**WHEREAS**, On October 6, 2009, the City Council approved and signed Resolution No. 2009-91 authorizing the City Manager to Execute a Contract Services Agreement with Mercy Housing California (MHC) for Administration of the Neighborhood Stabilization Program (NSP) to Address Vacant and Foreclosed Properties; and

**WHEREAS**, MHC has determine that it wishes to transfer to NWSac its Community Development line of business in order to maximize its efforts and strategies around other programs and services; and

**WHEREAS**, NWSac has determined that its desires to they wish to the operation of a tour boat from within the Suisun City Marina assists the City in meeting its marketing and entertainment goals for downtown Suisun City; and

**WHEREAS**, The California Department of Housing and Community Development has approved the proposed assignment.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Suisun City authorizes the City Manager to Approve the Assignment of all contractual rights and obligations regarding the City's Neighborhood Stabilization Program (NSP) funds from Mercy Housing California (MHC), an affiliate of Mercy Housing Inc., to Sacramento Neighborhood Housing Services, dba NeighborWorks® Homeownership Center Sacramento Region (NWSac), a 501(c)(3) Non-profit Organization.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Suisun City, duly held on the 5<sup>th</sup> day of April, 2011 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 \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
City Clerk

Letter of Intent  
Between  
Mercy Housing California  
And  
NeighborWorks® Homeownership Center Sacramento Region

Mercy Housing California, ("MHC"), an affiliate of Mercy Housing Inc. ("Mercy") and NeighborWorks® Homeownership Center Sacramento Region ("NWSac") share an interest and agree to a general intent to seriously consider and confidentially review, a transfer from MHC to NWSac of certain Community Development and Mutual Self-Help Housing Programs and related staff. Both parties agree that it is their intention to complete the process as quickly as time allows, but no later than April 30, 2011.

**Schedule of Events**

The schedule of events leading to the transfer is intended as follows:

December 17, 2010: MHC and NWSac execute this LOI;

December 17, 2010 through January 31, 2011: all due diligence activities will be completed;

January 31, 2011: If the results of the due diligence period are favorable, MHC and NWSac will enter into a Memorandum of Understanding (MOU) that will serve as a transfer and assumption agreement. The transfer and assumption process would begin February 1, 2011 and be completed no later than April 30, 2011 when the agreed transfer, if any, of any business and any staff from MHC to NWSac would be completed.

If signed, the MOU will be a legally binding agreement and once effective, the two organizations, (MHC and NWSac) will cooperate to achieve a successful completion of the transfer and assumption. It is anticipated that certain MHC staff could potentially assume employment with NWSac on or before May 1, 2011, however certain business transactions required to complete the full transfer and assumption, including but not limited to transfer of grants/contracts, assets and liabilities, might occur after April 30, 2011.

**Intended Benefits of the Transfer and Assumption**

The Boards of Directors of MHC and NWSac find that there are significant and compelling reasons to consider a transfer of Community Development programs and any related staff from MHC to NWSac.

MHC and its predecessor incarnation, Rural California Housing Corporation, have a long and rich history providing affordable homeownership and community development opportunities to low income residents of the Sacramento Region. Since 1967, MHC has assisted 2,975 families to achieve their dream of homeownership through a Mutual Self-Help Housing Program. MHC has also served as adjunct staff to rural cities and counties, implementing housing rehabilitation and first-time homebuyer programs serving an additional 2,297 low-income families.

NWSac was created in 1987 and serves the Sacramento Region from its headquarters in the Oak Park neighborhood of Sacramento and a branch office recently opened in Stockton. With a mission to "provide opportunities for successful home ownership and strong communities...", we use programs and revitalization strategies that will effectively increase and preserve homeownership, improve the condition, health and safety of existing homes, develop quality affordable housing and empower residents through education and collaboration. NWSac is certified as a CDFI, approved by HUD as a housing counseling agency, licensed by the Dept of Real Estate and Dept of Corporations, and is a chartered member of the National NeighborWorks network.

MHC now desires to focus its mission on the development, operation and ownership of serviced enriched rental housing and is intending to eliminate its entire Community Development business lines. NWSac desires to expand its delivery of homeownership opportunities both geographically and programmatically, and is interested in the potential of acquiring the existing service contracts and related work and staff from MHC.

Both MHC and NWSac believe that the potential transfer to NWSac will enhance the delivery of homeownership and community development services to communities, neighborhoods and low-income families, historically served by both organizations. Through a consolidation of staff and programs into one organization, a more comprehensive array of services can be offered and delivered.

#### **Employee Issues**

As a component of the potential transfer, it is intended that MHC staff currently engaged in Community Development work in Sacramento would be terminated as staff of MHC and all or some could be hired as staff of NWSac. A review of the MHC personnel files, job descriptions and resumes will be completed by NWSac during the due diligence period and prior to making any decisions about potential MHC staff transferring to NWSac. NWSac will be conducting a profitability analysis as part of its due diligence process. At this time there are no identified organizational issues that are an impediment to the transfer, while there is no commitment to maintain all the jobs nor the current compensation of the existing MHC staff, there is a clear intention and agreement that staff retention and transfer is an important decision point in the overall consideration.

#### **Assignment and Assumption of Contracts/Grants**

If both parties agree to move forward and enter into an MOU, following the effective date of the MOU, MHC and NWSac will initiate the assignment of certain contracts, grants and other assets from MHC and its subsidiaries to NWSac and its subsidiaries. Both parties recognize and agree that it is of the utmost and mutual importance that existing contracts and other revenue generating Community Development business continues and both MHC and NWSac will work together to achieve maximum results and attempt to complete all transfers and assumptions by April 30, 2011.

The final disposition of assets and liabilities will be completely defined in the MOU. Transfer of assets from MHC to NWSac will be subject to satisfactory completion (to be defined in the MOU) of due diligence investigation.

At this point in time, MHC-CD is engaged thru the following existing contracts and grants and these are included in the due diligence review of this LOI for potential transfer to NWSac.

#### Neighborhood Stabilization Programs

- NSP-W. Sacramento
- NSP – Fairfield
- NSP - Placer County
- NSP-Suisun City
- NSP - City of Lincoln

#### Community Development/ Rehab and FTHB Programs

- |                               |                                |
|-------------------------------|--------------------------------|
| • RCAC-CSD10-9360-10          | Water/Wastewater Assistance    |
| • Colusa County 08-STBG-5163  | Maxwell PUD Assessment Grants  |
| • City of Yuba City           | Rehab Program                  |
| • City of Orland              | Rehab/FTHB Programs            |
| • Rancho Cordova              | Rehab Program                  |
| • City of Citrus Heights      | Rehab Program                  |
| • USDA-HPG 2010/Jackson       | Rehab Program                  |
| • City of W. Sacramento       | Rehab Program                  |
| • Yuba CO Office of Education | Youth Build                    |
| • City of Lincoln             | Creekside Self-Help CDBG Admin |
| • County of Solano            | Rehab Program                  |
| • Placer County               | Rehab Program                  |
| • City of Lincoln             | FTHB Program                   |
| • Yolo County                 | Rehab and FTHB Program         |

#### Mutual Self-Help Housing Program

- USDA-Rural Development 523 Technical Assistance Grant

It is anticipated that MHC will continue to develop program resources for MHC-CD and perform all its responsibilities under each existing contract and obligation over the duration of this LOI timeline to serve low-income households. The MOU will delineate how future contract opportunities should be handled and any transfer of responsibilities at that time along with a more detailed timeline and transition plan for external communications.

### **Communications with Stakeholders**

MHC and NWSac will work together in the development of a communications plan to inform all MHC and NWSac stakeholders. Prior to both organizations agreeing to communications plan and executing an MOU, all information shall be kept confidential. Board members and staff of both MHC and NWSac shall be instructed not to breach that confidentiality.

### **Transfer of Assets**

Certain physical assets associated with NSP contracts may need to be transferred to NWSac, upon assignment of the contract. Similarly, any contract or grant funds held by MHC would also transfer to NWSac at the time of assignment.

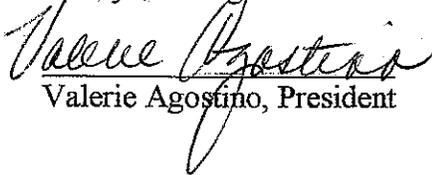
### **Costs of Assignment and Transfer Process**

MHC and NWSac are entering into this process with the hope that it will result in the successful transfer of staff and programs. In the event that unforeseen obstacles arise that result in a unilateral decision by one of the organizations to abandon the transfer and assumption process, this Letter of Intent will not be treated as a legally binding contract or agreement. Any costs specific to the process incurred by the two organizations will be borne by that organization, with no damages charged to the withdrawing entity.

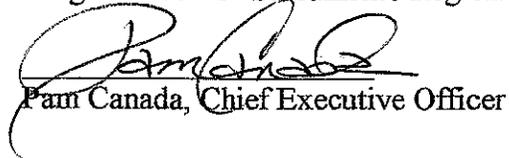
Notwithstanding the non-binding nature of this Letter of Intent, both organizations agree to make a good faith effort to reach a final decision regarding the transfer and execute a MOU not later than January 30, 2011.

Signed this the 17<sup>th</sup> day of December, 2010.

Mersey Housing California

  
Valerie Agostino, President

NeighborWorks® Sacramento Region

  
Pam Canada, Chief Executive Officer

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made this 1<sup>st</sup> day of March, 2011, between **SACRAMENTO NEIGHBORHOOD HOUSING SERVICES, dba NEIGHBORWORKS® HOMEOWNERSHIP CENTER SACRAMENTO REGION (NWSAC)** and **MERCY HOUSING CALIFORNIA (MHC)**

**NeighborWorks® HomeOwnership Center Sacramento Region (NWSac)** is a private not-for-profit corporation serving Northern California through its offices in Sacramento and in Stockton, with a mission to provide opportunities for successful homeownership and strong communities.

**Mercy Housing California (MHC)** an affiliate of Mercy Housing, Inc., has a long history of providing affordable homeownership and community development opportunities to low income residents of the Sacramento Region.

**WHEREAS**, both Parties have a vital interest in strengthening underserved communities, promoting community revitalization and affordable housing; and

**WHEREAS**, NWSac and MHC have come together for a specified and focused common goal, forming an alliance for the duration of time that is necessary to reach a mutually agreed purpose and, once the purpose attained or terminated, this specific alliance will no longer exist; and

**WHEREAS**, MHC has determined that they wish to transfer to NWSac their Community Development line of business to maximize their efforts and strategies around the programs and services they offer for multi-family rental housing development, property management, asset management and resident supportive services, and related programs that are focused on improving the quality of life for at-risk and special needs populations; and

**WHEREAS**, NWSac has determined that they wish to consider all reasonable opportunities to grow and expand their capacity and delivery of programs, services and geographic footprint, that could lead to increasing successful homeownership opportunities, building affordable housing, or financing home improvements.

**NOW, THEREFORE**, in consideration of the foregoing, the Parties agree as follows:

**I. AGREEMENT**

**A. Purpose of the NWSac and MHC alliance**

The purpose of this alliance between NWSac and MHC is to make the necessary plans and describe the detailed arrangements that will result in a transfer of the MHC Community Development

Initials:  

Department, including all personnel and contractual rights and obligations described in this Memorandum of Understanding, to NWSac where its legacy of productive success on behalf of communities throughout the Northern California region will continue to thrive. During the term of this Memorandum of Understanding the parties will negotiate and execute the documents necessary to accomplish the transactions described in this Memorandum of Understanding.

**B. MHC agrees to:**

1. Seek and secure authority/concurrence to assign to NWSac existing and pending contracts and grants of MHC's community development department. The parties acknowledge that MHC's ability to assign to NWSac the contracts/grants and Disposition and Development Agreements (DDA) with the City of Fairfield is contingent upon a determination by those jurisdictions that this is acceptable to their governing bodies or designated staff..
2. Hold title to NSP properties in its possession as after May 1, 2011, , unless otherwise mutually agreed with NWSac and the NSP jurisdiction on an individual property basis, until each such property is sold to an eligible homebuyer. MHC agrees to continue all required insurance coverage during the course of its ownership of such properties and, from and after the Effective Date, to add NWSac as an additional insured.
3. On May 1, 2011, surrender all contract/grant documents which MHC is authorized to assign under Subsection 1, funds on hand from such documents, administrative and participant files to NWSac, sufficient for the purpose of program continuation and monitoring of funding agencies.
4. Acquire title to the Lincoln Creekside subdivision pursuant to the OPA and sell lots in that subdivision to eligible homebuyers in accordance with the OPA.
5. Assign to NWSac all plans, specifications and construction estimates and any historical files, meeting notes, etc., prepared by or on behalf of MHC that may be relevant for Lincoln Creekside Subdivision.
6. Assign all plans, specifications and construction documents for Fairfield Santa Monica Subdivision to NWSac, in exchange for reimbursement of predevelopment expenses from the City of Fairfield. The parties acknowledge that NWSac is not obligated to continue to completion on this project at this time but has an interest in participating in this project. MHC agrees to grant to NWSac a first right of refusal to proceed with development of the Fairfield project. Assignment is contingent upon the City of Fairfield granting approval of assignment.

**C. NWSac agrees to:**

1. Assist and participate in joint meetings with appropriate staff of jurisdictions and others, for the purpose of negotiating the transfer or assignment of MHC contracts/grants to NWSac. Be fully prepared to accept assignment of contracts/grants, and DDA of MHC.

Initials:



2. Accept assignment and possession of contract documents, administrative and participant files and retain for program monitoring purposes. NWSac agrees to make staff resources available to assist jurisdictions in the close-out and monitoring of grants/contracts during the term of this MOU.
3. Add MHC and any applicable subsidiaries as additional insured, on NWSac's commercial general liability and professional liability policies, as may be deemed necessary by MHC for the specific business reason and over a prescribed period of time that may be considered necessary and is agreed to by NWSac.
4. After the completion of all program and staff transfers, anticipated to be no later than May 1, 2011, NWSac will accept responsibility and make its staff available for responding to former participant inquiries and requests for those transferred contracts and files it will have in its possession.
5. Offer employment to all nine current employees in MHC's community development department.
6. Offer health insurance to former MHC employees on the 31st calendar day (anticipated to be June 1<sup>st</sup>) of employment with NWSac
7. Offer benefit accrual and vesting that will meet the criteria detailed in the existing NWSac Personnel Policy statement. In recognition for the qualifications of MHC staff joining NWSac, each will be credited with one-year of service upon commencing employment with NWSac, towards the second tier of vacation accrual.
8. Provide staff services after May 1, 2011 to process programmatic and financial reports to jurisdictions on NSP assets held by MHC, until disposition to homebuyers.

**II. NON-COMPETE CLAUSE.** Mercy Housing California agrees to not directly or through any form of affiliation, partnership, alliance or collaboration compete with NWSac in the delivery of owner-occupant housing rehabilitation programs, neighborhood stabilization programs, mutual self-help housing program and downpayment assistance programs, in the geography covered by NWSac at any time, unless expressly agreed upon by NWSac, for a period of 5 years (60 months) from the date of the completion of all business and staffing transfers from MHC to NWSac .

**III. TERM AND OBLIGATIONS.** This Memorandum of Understanding (MOU) shall remain in effect until June 30, 2012, or such earlier date as the parties have executed all documents and taken all other actions necessary to complete the transactions described in this MOU. subject to earlier termination under Article IX. Both parties will attempt to complete all related activities with their best efforts and in good faith. In the event that, despite such efforts the parties are not able to complete all such actions by June 30, 2012, then this MOU shall automatically terminate on that date. It is expressed and intended by both parties that all work related to the purpose of this MOU will be completed, and all efforts will be made to reach a transfer and assumption of

Initials:





programs and staff, by May 1, 2011. NWSac will take the lead in drafting the documents required to accomplish the transactions described in this MOU and all such documents shall be subject to the approval of both parties.

- IV. **NOTICES.** Any notices related to this Memorandum of Understanding shall be in writing, and shall be deemed to be delivered when hand delivered, delivered by overnight courier, delivered by certified mail, postage prepaid, return receipt requested (or when delivery is refused), or by telefax, unless such address is changed by written notice hereunder:

If to NWSAC:

Pam Canada, CEO

NeighborWorks Sacramento Region

P.O.Box 5420

2400 Alhambra Blvd.

Sacramento, CA. 95817

If to MHC:

Valerie Agostino, Interim President

Mercy Housing California

1360 Mission St. Suite #300

San Francisco, CA 94103

- V. **AMENDMENT.** This Memorandum of Understanding or any part hereof, may be amended only by a written instrument executed by the Parties.

- VI. **ASSIGNMENT.** This Memorandum of Understanding may not be assigned by any Party without the prior written approval of the other Party.

- VII. **INDEMNIFICATION.** Each Party hereto, intending to be legally bound, hereby expressly agrees and covenants to hold harmless and indemnify the other Party, its directors, officers, agents and employees from and against any and all costs, liability, demands, claims, damage and expenses of any nature (including, without limitation, indebtedness, penalties, fines, legal fees) incurred in connection with this Memorandum of Understanding which arise out of any act or omission of the indemnifying Party or any or all of its employees or agents.

Notwithstanding the foregoing, in no event shall a Party be liable for any indirect, incidental, special or consequential damages, arising out of or in connection with this Agreement, whether such damages arise under a theory of contract, tort (including negligence) strict liability or otherwise.

- VIII. **GOVERNING LAW.** This Memorandum of Understanding shall be construed under and governed by the laws of the State of California without reference to its conflict of law rules.

Initials:



**IX. TERMINATION; WITHDRAWAL; ADDITIONAL PARTIES.** This Memorandum of Understanding may be terminated early only by mutual consent of the Parties. Notwithstanding the foregoing, a Party may terminate this Agreement, in the event that the other Party materially breaches its obligations under this Agreement and such breach remains uncured for thirty days following written notice to the breaching Party of the breach.

**X. RELATIONSHIP OF THE PARTIES.** This Agreement does not create, and shall not be construed by the Parties or any third person as creating any agency, legal partnership entity, joint venture or employment relationship between the Parties. The relationship of the Parties under this Agreement shall be solely that of independent contractors.

Each Party shall be solely responsible for the conduct of its respective agents, employees, and subcontractors in connection with that Party's performance of this Agreement. Neither of the parties to this Agreement, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other, or liable for any acts of omission on the part of the other.

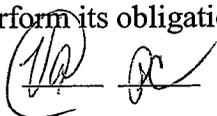
**XI. INTELLECTUAL PROPERTY.**

- a. Each Party retains all right, title and interest in and to its trademarks, logos and trade-names worldwide used in conjunction with the activities under this Agreement (collectively, the "Marks"), subject to a limited license to use the Marks granted to the other Party to the extent necessary to accomplish the transactions described in this MOU.
- b. Upon the expiration or termination of this MOU, each Party will cease using the other Party's Marks.
- c. Community Central, intellectual property/a software platform developed by Mercy Housing and designed for tracking NSP activities will not be made available to NWSac as a part of this agreement.

**XII. PUBLIC COMMUNICATIONS, PRESS RELEASES, MEDIA.** No public statements (i) concerning the existence or terms of this Agreement or (ii) promoting or advertising the collaborative activities pursued pursuant to this Agreement will be made or released to any medium except with the prior written approval of both Parties (which approval shall not be unreasonably withheld or delayed) or as required by law. Both NWSac and MHC agree to work together to develop a proactive communication plan that will include communication messages for various audiences and that such messages and public statements will at all times reflect the positive nature of the transfer of the business and staff of Community Development from MHC to NWSac.

**XIII. AUTHORITY.** Each party represents that it has the full power and authority to execute this MOU and perform its obligations hereunder.

Initials:



page 5 of 6

The parties have executed this MOU as of the date first written above.

**MERCY HOUSING CALIFORNIA:**

By: Valerie Agostino By: \_\_\_\_\_  
Name: VALERIE AGOSTINO Name: \_\_\_\_\_  
Title: INTERIM PRESIDENT Title: \_\_\_\_\_

**SACRAMENTO NEIGHBORHOOD HOUSING SERVICES, INC dba  
NEIGHBORWORKS HOMEOWNERSHIP CENTER SACRAMENTO REGION:**

By: Pam Canada By: \_\_\_\_\_  
Name: PAM CANADA Name: \_\_\_\_\_  
Title: CEO Title: \_\_\_\_\_



**END**

**Mercy Housing California**  
**Contracts to be Assigned to NeighborWorks Sacramento**

City of Lincoln	06-CalHOME -218
City of Lincoln FTHB Creekside	08-CalHOME 4940
City of Lincoln Creekside CDBG	04-STBG-1962
City of Citrus Heights Rehab	CDBG Entitlement
Yuba City Rehab & FTHB contract	CalHOME, HOME, & CDBG Entitlement
Yolo County 08-248 Rehab & FTHB	HPG, HOME & CDBG Program Income
City of Orland FTHB & Rehab	09-HOME 6205
Placer County Rehab	CDBG Non-entitlement
Solano County CDBG Rehab	CDBG Program Income, RDA
City of West Sacramento CDBG Rehab	CDBG, CalHOME
Colusa County CDBG Maxwell PUD	CDBG Subrecipient Agreement
City of Rancho Cordova Rehab	CDBG Entitlement
Yuba County Office of Education	HUD YouthBuild
City of West Sacramento NSP	NSP Nonentitlement
City of Fairfield NSP	NSP Nonentitlement
City of Suisun City NSP	NSP Nonentitlement
City of Lincoln NSP	NSP Nonentitlement
Placer County NSP	NSP Nonentitlement

## AGENDA TRANSMITTAL

**MEETING DATE:** April 5, 2011

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**CITY AGENDA ITEM:** Council Consideration of Resolution No. 2011-\_\_\_: Supporting the Protection of Bayside Communities, the Economy and the Environment from the Potential Impacts of Predicted Sea-Level Rise.

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**BACKGROUND:** The City has taken a proactive role in responding to proposed amendments regarding sea-level rise put forward by the Bay Conservation and Development Commission (BCDC) to the San Francisco Bay Plan. BCDC held outreach meetings in all nine counties in the Bay Region during the winter. Comments and concerns raised during this outreach process are currently being considered as BCDC staff develops revised proposed amendments.

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**STAFF REPORT:** The development community and many local governments have expressed concerns that certain proposed amendments to the Bay Plan, which advocate a “retreat” from climate-change induced sea-level rise, will result in a decrease in economic development. For local government, this equates to significant negative impacts most particularly a diminished revenue stream.

The attached resolution:

- Opposes a policy of retreat from existing urban areas.
- Encourages local and regional governments, the state, and regulatory agencies to pursue policies of protecting existing urban areas.
- Encourages economic development activity in urban infill areas within identified inundation zones.

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**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2011-\_\_\_: Supporting the Protection of Bayside Communities, the Economy and the Environment from the Potential Impacts of Predicted Sea-Level Rise.

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### ATTACHMENTS:

1. Resolution No. 2011-\_\_\_: Supporting the Protection of Bayside Communities, the Economy and the Environment from the Potential Impacts of Predicted Sea-Level Rise.

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**PREPARED BY:**

April Wooden, Community Development Director

**REVIEWED/APPROVED BY:**

Suzanne Bragdon, City Manager

## **RESOLUTION NO. 2011-\_\_**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY SUPPORTING THE PROTECT OF BAYSIDE COMMUNITIES, THE ECONOMY AND THE ENVIRONMENT FROM THE POTENTIAL IMPACTS OF PREDICTED SEA-LEVEL RISE**

**WHEREAS**, potential threats to the Bay area posed by climate change induced sea-level rise are a prominent topic of potential debate and restrictive action by regulatory agencies; and

**WHEREAS**, currently accepted projections predict sea levels to rise 55 inches by the year 2140, potentially inundating 217,000 acres around the Bay, threatening 270,000 people, and impacting tens of billions of dollars of existing facilities and infrastructure; and

**WHEREAS**, the potentially impacted class includes countless senior citizens, disabled persons, and low-income families living within the projected "inundation" zone that will be impacted by projected sea-level rise; and

**WHEREAS**, hundreds of thousands of jobs, billions of dollars in economic activity, and a significant portion of the Bay Area economy lies within the projected inundation zones; and

**WHEREAS**, the City of Suisun City has residents, businesses, public infrastructure (i.e., pedestrian pathways, bikeways, streets and other public improvements) and economic development and environmental restoration opportunities in low-lying areas exposed to predicted sea-level rise; and

**WHEREAS**, influential advocacy groups are now strongly pushing for new policies to be adopted by agencies such as the San Francisco Bay Conservation and Development Commission that would call on local government to "retreat" from existing urbanized areas in the face of rising seas, thus abandoning existing residents and businesses which operate in these zones; and

**WHEREAS**, such a policy of "urban retreat" will discourage new investment, new economic activity, as well as an expanded job base and technological innovations which could help fund protection and restoration measures and help boost the local economy; and

**WHEREAS**, some individuals and groups also are proposing additional taxes on homeowners to deal with bayside issues without consideration of the need to preserve those sources to support fiscally threatened basic public services such as police, fire protection and schools; and

**WHEREAS**, these same individuals and groups would propose these additional taxes on homeowners without first pursuing new private investment to meet the economic and environmental needs of bayside communities in an era of climate change; and

**WHEREAS**, local governments face unprecedented fiscal challenges and working men and women in the Bay Area already confront crushing economic pressures and high unemployment, making policies that discourage investment and economic development especially ill advised and punitive.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Suisun City opposes a policy of “retreat” from existing urban areas in the face of rising seas; and

**BE IT FURTHER RESOLVED** that the City Council directs staff to continue to monitor the threat to our community posed by predicted sea-level rise, both as it relates to infrastructure and economic development opportunities; and

**BE IT FURTHER RESOLVED** that the City Council encourages other local and regional governments, the State, and regulatory agencies to pursue policies of protecting existing urban areas, residents and businesses from projected sea-level rise, and to encourage direct and indirect economic development activity in urban-infill areas within identified inundation zones, which will generate additional revenue streams needed to address potential threats due to predicted sea-level rise.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5<sup>th</sup> day of April 2011, 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 5<sup>th</sup> day of April, 2011.

\_\_\_\_\_  
Linda Hobson, CMC  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** April 5, 2011

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**CITY AGENDA ITEM:** PUBLIC HEARING (Continued from March 15, 2011) – Council Consideration, Waive Reading and Introduction of Ordinance \_\_\_: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.

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**FISCAL IMPACT:** No anticipated direct fiscal impact to the City.

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**BACKGROUND:** During the current recession, the State legislature, through SB1185, amended the Subdivision Map Act to extend the time periods before which a map would expire due to a necessity to preserve maps that are set to expire and cannot be exercised due to prevailing adverse economic conditions.

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**STAFF REPORT:** City staff believes that the same type of extension should be provided for Conditional Use Permits that have not been exercised within the past two years, or have expired within the past 12 months, due to prevailing adverse economic conditions. Currently, any use permit that has not been exercised automatically becomes null and void one year following the date of approval. In the current economic climate, it is often difficult to move a project forward within such a constricted time frame. Consequently, the following text amendment to the zoning code is proposed. Staff has considered the time requirements to implement the proposed amendment and believes that it will not unduly burden staff.

At its regular meeting of February 22, 2011, the Planning Commission adopted a resolution recommending approval of the proposed zoning text amendment. That resolution assumed the need to adopt this ordinance on an Urgency basis. The City Attorney advises that this is not necessary in this case, and that this change is merely a process-oriented change that is under the City Council's purview, so the Planning Commission need not reconsider the item.

A public hearing has been noticed as required for adoption of the ordinance.

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**RECOMMENDATION:** It is recommended that the City Council:

1. Conduct a Public Hearing; and
  2. Introduce and Waive First Reading of Ordinance No. \_\_\_: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.
- 

**ATTACHMENTS:**

1. Resolution No. PC11-03: A Resolution of the City of Suisun City Planning Commission Recommending Approval of an Urgency Ordinance Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.
2. Ordinance No. 2011-\_\_\_: Amending Section 18.66.560 of Chapter 18.66 Regarding the Expiration of Use Permits through Disuse.

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

April Wooden, Community Development Director  
Suzanne Bragdon, City Manager

## RESOLUTION NO. PC11-03

### A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SUISUN CITY RECOMMENDING APPROVAL OF AN URGENCY ORDINANCE AMENDING SECTION 18.66.560 OF CHAPTER 18.66 REGARDING THE EXPIRATION OF USE PERMITS THROUGH DISUSE

WHEREAS, the Planning Commission of the City of Suisun City wishes to recommend that the City Council provide for a longer term for use permits prior to automatic termination for disuse; and

WHEREAS, on February 22, 2011, the Planning Commission reviewed the staff report materials, considered all testimony and arguments, if any, of all persons desiring to be heard, and considered all the facts relating to the proposed zoning text amendment at a Regular Planning Commission meeting:

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF SUISUN CITY RESOLVES AS FOLLOWS:

1. The City Council should consider a text amendment to Section 18.66.560 of Chapter 18.66 of the Suisun City Municipal Code "Expiration through disuse" to amend as follows (deletions are ~~strikethrough~~; additions are underlined):

#### 18.66.560 - Expiration through disuse.

- A. In any case where a use permit has not been exercised within ~~one~~ two years after the date of granting thereof, then without further action by the zoning administrator or planning commission, the use permit shall be null and void, excepting that, prior to the expiration of the use permit, the applicant may apply to the Planning Director for an additional one year extension. The Planning Director shall grant the extension upon making each of the following findings:
1. There has been no substantial change in the circumstances under which the use permit will be operated.
  2. The use permit and the conditions under which the use is operated and maintained are consistent with the Goals, Objectives, and Policies of the General Plan and the purposes of the zoning district in which the site is located.
  3. The original findings supporting the approval of the use permit are still applicable.
  4. The proposed project will not be detrimental to the public health, safety, or welfare of persons residing or working in, or adjacent to, the neighborhood of

such use, nor detrimental to properties or improvements in the vicinity, or to the general welfare of the City.

**B.** The Director shall make a determination within 30 days of having received a completed application and shall inform the applicant in writing of the Director's determination. In the event the determination is adverse to the applicant, the applicant may appeal the Director's decision to the Planning Commission pursuant to the appeal process set forth in the zoning ordinance.

**2. The City Council should consider the adoption of the ordinance as an urgency ordinance** since this Ordinance is necessary for the immediate preservation of the public peace, health, and safety, as those terms are defined in California Government Code Section 36937(b) in that it will preserve the use permits that are set to expire and that cannot be exercised presently due to prevailing adverse economic conditions.

The foregoing motion was made by Commissioner Adeva and seconded by Commissioner Ramos and carried by the following vote:

AYES: Commissioners: Adeva, Clemente, Harris, Holzwarth, Mirador, Ramos, Wade  
NOES: Commissioners: None  
ABSENT: Commissioners: None  
ABSTAIN: Commissioners: None

WITNESS my hand and the seal of said City this 22<sup>nd</sup> day of February 2011

  
\_\_\_\_\_  
Anita Skinner  
Commission Secretary

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,  
CALIFORNIA, AMENDING SECTION 18.66.560 OF CHAPTER 18.66 REGARDING  
THE EXPIRATION OF USE PERMITS THROUGH DISUSE**

**WHEREAS**, the City Council of the City of Suisun City (the “City Council”) wishes to provide for a longer term for use permits prior to automatic termination for disuse; and

**WHEREAS**, the City Council believes that an administrative process should be created to allow extension of the period to undertake projects subject to Conditional Use Permits, but that such procedures should only be necessary during the current recession and should thereafter sunset; and

**WHEREAS**, the Planning Commission of the City of Suisun City, at its February 22, 2011 regular meeting, adopted a resolution recommending approval of the proposed zoning text amendment.

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

**SECTION 1.** The City Council finds that the above recitals are true and correct and incorporated herein by this reference.

**SECTION 2.** Section 18.66.560 of Chapter 18.66 of the Suisun City Code “Expiration through disuse” is hereby amended as follows (deletions are ~~stricken through~~; additions are underlined):

**18.66.560** - Expiration through disuse.

**A.** In any case where a use permit has not been exercised within ~~one~~ two years after the date of granting thereof, then without further action by the zoning administrator or planning commission, the use permit shall be null and void, excepting that, prior to the expiration of the use permit, the applicant may apply to the Planning Director for an additional one year extension. The Planning Director shall grant the extension upon making each of the following findings:

1. There has been no substantial change in the circumstances under which the use will be operated.
2. The use permit and the conditions under which the use is operated and maintained are consistent with the Goals, Objectives, and Policies of the General Plan and the purposes of the zoning district in which the site is located.
3. The original findings supporting the approval of the use permit are still applicable.

4. The proposed project will not be detrimental to the public health, safety, or welfare of persons residing or working in, or adjacent to, the neighborhood of such use, nor detrimental to properties or improvements in the vicinity, or to the general welfare of the City.
- B. The Director shall make a determination within 30 days of having received a completed application and shall inform the applicant in writing of the Director's determination. In the event the determination is adverse to the applicant, the applicant may appeal the Director's decision to the Planning Commission pursuant to Section 18.66.040.

**SECTION 3.** The provisions of this ordinance shall be in effect for two years following the adoption of this ordinance, and shall thereafter expire and be of no further force and effect, unless this ordinance shall be amended and extended by a duly enacted ordinance of the City Council.

**SECTION 4.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 5.** This ordinance shall be posted in at least three (3) public places within the City or published in a county newspaper that is circulated in the City within fifteen (15) days after its passage, there being no newspaper of general circulation printed and published within the City.

**PASSED, APPROVED, and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2011.

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PETE SANCHEZ  
MAYOR

ATTEST:

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LINDA HOBSON, CITY CLERK

STATE OF CALIFORNIA            )  
COUNTY OF SOLANO            ) ss.  
CITY OF SUISUN CITY            )

I, LINDA HOBSON, City Clerk of the City of Suisun City, California, do hereby certify that the foregoing Ordinance No. \_\_\_\_\_ was adopted by the City Council of the City of Suisun City at a special meeting held on the \_\_\_ day of \_\_\_\_\_, 2011 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
LINDA HOBSON, CITY CLERK