



CITY COUNCIL

CITY COUNCIL MEETING

Pedro "Pete" M. Sanchez, Mayor
Mike Hudson, Mayor Pro-Tem
Jane Day
Michael A. Segala
Lori Wilson

First and Third Tuesday
Every Month

A G E N D A

REGULAR MEETING OF THE SUISUN CITY COUNCIL

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,

AND HOUSING AUTHORITY

TUESDAY, OCTOBER 1, 2013

7:00 P.M.

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

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting will include teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585. This Notice and Agenda will be posted at the teleconference location.

(Next Ord. No. – 724)

(Next City Council Res. No. 2013 – 55)

Next Suisun City Council Acting as Successor Agency Res. No. SA2013 – 03)

(Next Housing Authority Res. No. HA2013 – 04)

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

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).

REPORTS: (Informational items only.)

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

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.)

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320

FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340

SUCCESSOR AGENCY 421-7309 FAX 421-7366

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Presentation of a Proclamation to the Recreation and Community Services Department Proclaiming October 23 - 31, 2013 as "Red Ribbon Week".
4. Presentation of a Proclamation to Fire Chief Mike O'Brien Proclaiming October 6-12, 2013 as "National Fire Prevention Week".
5. Introduction and Swearing in of new Suisun City Police Officers Nicolas Tepley and Jordan Warren – (Dadisho).
6. Approving Appointment of Suisun City Mayor Pro Tem – (Sanchez).

CONSENT CALENDAR**City Council**

7. Council Adoption of Resolution No. 2013-___: Accepting the Grizzly Island Trail Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project – (Kasperson).
8. Council Adoption of Resolution No. 2013 - __: Authorizing the City Manager to Recruit, and to Appoint One Police Sergeant – (Dadisho).
9. Council Adoption of Resolution No. 2013-___: Designating the Solano Transportation Authority's Countywide Bicycle Advisory Committee (BAC) and Countywide Pedestrian Advisory Committee (PAC) to Act as the BAC and PAC for the City of Suisun City – (Kasperson).
10. Approving of the State Water Project Supply Allocation Settlement Agreement – (Anderson).
 - a. Council Adoption of Resolution No. 2013-__: Approving the Addendum to the Settlement Agreement and Release, and Authorizing the Mayor to Execute it on the City's behalf; and
 - b. Council Adoption of Resolution No. 2013-__: Approving a Revised Participating Agency Contract between Solano County Water Agency and the City of Suisun City, and Authorizing the Mayor to Execute it on the City's behalf.

Joint City Council / Suisun City Council Acting as Successor Agency

11. Extension of Employment Contract for the City Manager/Executive Director – (Anderson).
 - a. Council Adoption of Resolution No. 2013-__: Approving Amendment No. 5 to the Employment Contract with the City Manager to Extend the Term to March 31, 2015.
 - b. Agency Adoption of Resolution No. 2013-__: Approving Amendment No. 5 to the Employment Contract with the Executive Director to Extend the Term to March 31, 2015.

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

12. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing

Authority held on August 27, 2013, September 3, 2013, September 10, 2013 and September 17, 2013 – (Hobson).

GENERAL BUSINESS

PUBLIC HEARINGS:

13. PUBLIC HEARING

Council Adoption of Resolution No. 2013-___: Approving a Preferred Land Use Alternative for the 2035 General Plan Update – (Wooden).

CLOSED SESSION

CONVENE OPEN SESSION

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

ADJOURNMENT

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting related to an agenda item for the open session of this meeting will be made available for public inspection during normal business hours. An agenda packet is also located at the entrance to the Council Chambers during the meeting for public review. The City may charge photocopying charges for requested copies of such documents. Assistive listening devices may be obtained at the meeting

PLEASE NOTE:

1. The City Council/Agency/Authority 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. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA, and the Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA.

Office of the Mayor

Suisun City, California

Proclamation



WHEREAS, the organization and implementation of healthy, drug-free choices are needed to form the foundational basis of change; and

WHEREAS, business, government, law enforcement, schools, religious institutions, service organizations, youth, senior citizens, medical and military personnel, sports teams, and individuals throughout Suisun City will demonstrate their commitment to drug-free, healthy lifestyles by wearing and displaying red ribbons during this week-long campaign; and

WHEREAS, the City of Suisun City requires your help as we attempt to bolster participation in our community's programs to ensure the success of the Red Ribbon campaign; and

WHEREAS, reducing the demand for drugs is serious business and everyone must work together with the provision of educational programs and activities that begin the networking process which builds enduring strength in our young people.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Pete Sanchez, Mayor of the City of Suisun City, do hereby proclaim along with Californians for Drug-Free Youth, Inc., the California Department of Alcohol and Drug Programs, the California Department of Education, the California Parent Teacher Association, the Attorney General's Crime Prevention Center, the Suisun City ATOD Prevention Coalition, the Solano County Board of Supervisors and Solano Coalition for Better Health the week of October 23 - 31, 2013 as:

"RED RIBBON WEEK"

in the City of Suisun City and encourage residents to participate in drug prevention activities by making a visible commitment to a drug-free life; and

BE IT FURTHER RESOLVED THAT, the Suisun City Council encourages all citizens to personally pledge:

A Healthy Me Is Drug Free

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

Pete Sanchez, Mayor

ATTEST: _____

DATE: October 1, 2013

Office of the Mayor

Suisun City, California

Proclamation



WHEREAS, the City of Suisun City is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,500 people in the United States in 2011, according to the latest research from National Fire Protection Association (NFPA), and fire departments in the United States responded to more than 370,000 home fires; and

WHEREAS, two of every five home fires start in the kitchen. Cooking is the leading cause of home fires in the United States where fire departments responded to more than 156,000 annually between 2007 and 2011; and

WHEREAS, unattended equipment was a factor in one-third of the reported cooking fires; and

WHEREAS, 57% of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, Suisun City residents should stay in the kitchen when frying food on the stovetop, keep a three-foot kid-free zone around cooking areas and keep anything that can catch fire away from stove tops; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire. Working smoke alarms cut the risk of dying in reported home fire in half; and

WHEREAS, Suisun City's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, the 2013 Fire Prevention Week theme, "Prevent Kitchen Fires!" effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

NOW, THEREFORE, I, Pete Sanchez, by virtue of the authority vested in me as Mayor of the City of Suisun City in the State of California, do hereby proclaim October 6th through 12th, 2013 as:

"FIRE PREVENTION WEEK"

and urge all people of Suisun City to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2013, and to support the efforts of Suisun City fire and emergency services.

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

Pete Sanchez, Mayor

ATTEST: _____

DATE: October 1, 2013

AGENDA TRANSMITTAL

MEETING DATE: October 1, 2013

CITY AGENDA ITEM: Adoption of Council Resolution No. 2013__ : Accepting the Grizzly Island Trail Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project.

FISCAL IMPACT: This Project had no fiscal impact on the General Fund. City staff secured funding through the Federal Congestion Mitigation and Quality Program (CMAQ) and the State Safe Routes to School Program (SR2S) to fund the Grizzly Island Trail with a total grant award from both sources of \$2,014,000. At project completion, a total of \$2,307,300 was budgeted for the Grizzly Island Trail Project (Project). The City provided a match of \$293,300 towards the completion of the Project. Matching funds were supplied by Transportation Capital funds and Streets Maintenance funds.

STAFF REPORT: On May 1, 2012, the City Council awarded a contract for the Grizzly Island Trail Project to Suulutaaq Construction Company. This project installed a pedestrian/bicycle trail along the following alignment: Along the east side of Marina Boulevard from Driftwood Drive to State Route 12; then along the south side of State Route 12 from Marina Boulevard to Grizzly Island Road; and then along the west side of Grizzly Island Road from State Route 12 to Gray Hawk Lane. This Project has enhanced the safety of the public and of school children by providing a means to get from the south-east side of town to the south-west side of town without having to cross Highway 12.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2013-___: Accepting the Grizzly Island Trail Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project.

ATTACHMENTS:

1. Resolution No. 2013-___: Accepting the Grizzly Island Trail Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

 Amanda Dum, Management Analyst I
 Daniel Kasperson, Building & Public Works Director
 Suzanne Bragdon, City Manager

S.S.B.

RESOLUTION NO. 2013-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPTING THE GRIZZLY ISLAND TRAIL PROJECT AS COMPLETE, AND
AUTHORIZING THE CITY MANAGER TO RECORD THE NOTICE OF
COMPLETION FOR THE PROJECT

WHEREAS, on May 1, 2012, the Suisun City Council awarded the Grizzly Island Trail Project construction contract to Suulutaaq Construction Company of Fairfield, California; and

WHEREAS, the contract consisted of, in general, the creation of a paved bicycle/pedestrian trail along the south side of Highway 12 between Grizzly Island Road to the east and Marina Boulevard to the west.

WHEREAS, Suulutaaq Construction Company has completed all of the work under the contract for the Project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby accept the improvements on the Grizzly Island Trail Project as complete, and authorizes the City Manager to take such measures as necessary to execute the Notice of Completion.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 1st day of October 2013, by the following vote:

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

WITNESS my hand and the seal of said City this 1st day of October 2013.

Donna Pock, CMC
Deputy City Clerk

AGENDA TRANSMITTAL

MEETING DATE: October 1, 2013

CITY AGENDA ITEM: Council Adoption of Resolution No. 2013 - __: Authorizing the City Manager to Recruit, and to Appoint One Police Sergeant.

FISCAL IMPACT: Since the former incumbent was a top step, the City would save about \$25,000 to \$28,000 depending upon the experience of the person hired to replace the former incumbent.

BACKGROUND: With the adoption of the FY 2011-12 Annual Budget, the City Council established a policy of having the Council review and approve any requests to fill vacant positions.

STAFF REPORT: With the adoption of the FY 2011-12 Annual Budget, the Suisun City Police Department froze one Police Officer position. In response to the fiscal crisis created by the actions of the State of California, two additional Police Officer positions have been frozen. One of the four Police Sergeant positions has become vacant with the resignation of Andrew White.

The Police Chief has established minimum staffing levels in the General Orders which is one Police Sergeant and two Police Officers on every shift. Therefore, the department is requesting the authority from Council to fill the vacant Police Sergeant position, in order to meet minimum staffing needs. If this Police Sergeant position were not filled, officers would need to be assigned to work mandatory Overtime to backfill those vacancies. The department is currently working the 3/12 schedule. Any forced Overtime could have a negative impact on officer fatigue and morale. Although Overtime saves the City money by not having to pay PERS benefits for an additional officer, the savings is estimated at only 7% above what we would pay an officer to work Overtime.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2013 - __: Authorizing the City Manager to Recruit, and to Appoint One Police Sergeant.

ATTACHMENTS:

1. Resolution No. 2013 - __: Authorizing the City Manager to Recruit, and to Appoint One Police Sergeant.

PREPARED BY:

REVIEWED/APPROVED BY:

Ed Dadisho, Police Chief
Suzanne Bragdon, City Manager

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RESOLUTION NO. 2013-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO RECRUIT, AND
TO APPOINT ONE POLICE SERGEANT**

WHEREAS, with the resignation of Andrew White, the Police Department will have one Police Sergeant vacancy effective September 20, 2013; and

WHEREAS, the Police Department has established minimum staffing levels within its General Orders of one Police Sergeant and two Police Officers for each shift; and

WHEREAS, the Department would have to use Overtime to backfill the Police Sergeant vacancy if unfilled, increasing the potential for officer fatigue; and

WHEREAS, filling this vacancy permanently would enable the Department to continue to provide the current level of services to the community.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to recruit, and to appoint one Police Sergeant to fill the vacant position.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City duly held on Tuesday, the 1st day of October 2013, by the following vote:

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

WITNESS my hand and the seal of said City this 1st day of October 2013.

Donna Pock, CMC
Deputy City Clerk

AGENDA TRANSMITTAL

MEETING DATE: October 1, 2013

CITY AGENDA ITEM: Adoption of Council Resolution No. 2013___: Designating the Solano Transportation Authority's Countywide Bicycle Advisory Committee (BAC) and Countywide Pedestrian Advisory Committee (PAC) to Act as the BAC and PAC for the City of Suisun City.

FISCAL IMPACT: There would be no fiscal impact associated with adoption of the proposed Resolution.

BACKGROUND: MTC updated its policies and procedures for Transportation Development Act (TDA), Article 3, Pedestrian and Bicycle funding on June 26, 2013. The new guidelines will take effect with claims submitted for FY 2014-15 funding. These policies and procedures are part of MTC Resolution 4108.

At the September 17, 2013 Council meeting, questions were raised about the use of the term "exemption" with regard to the attached resolution. In order for the City to be eligible to receive TDA Article 3 funding (such as for the Train Depot), simply stated the City has two choices:

- Establish its own Bicycle Advisory Committee (BAC); OR
- Continue to be represented by the STA's Countywide BAC.

To utilize the second option, the City Council would need to adopt the attached Resolution which is City's application *for an exemption* from the obligation to have a separately appointed committee. The exemption gives the City the flexibility to be represented by the current BAC.

STAFF REPORT: As part of the policies and procedures associated with MTC Resolution 4108, MTC is requiring all local jurisdictions to either create an internal Bicycle Advisory Committee (BAC) or to designate an alternative BAC. In order for a jurisdiction to designate an alternate BAC, the Committee must meet the following requirements as stipulated in the policies and procedures from MTC Resolution 4108: contain three or more members for a city or at least five members at the county/countywide level, members be appointed by the City Council or Board, and be composed of both bicyclist and pedestrians.

Currently, the City is meeting the three policy and procedure requirements associated with MTC Resolution 4108 through Council-appointed representation on both the STA's BAC (Lori Wilson) and PAC Committees (Mike Hudson). Additionally, the City has a Public Works Engineering staff member (Nick Lozano) serving on both boards.

In order for the City to apply for an exemption, the City needs to adopt a resolution identifying STA's Countywide BAC as the review body for TDA, Article 3 funding. Execution of this resolution becomes the City's application for an exemption to MTC Resolution 4108.

The attached Resolution also designates the STA's PAC as the City's PAC.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Amanda Dum, Management Analyst I
 Daniel Kasperson, Building & Public Works Director
 Suzanne Bragdon, City Manager



STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2013___: Designating the Solano Transportation Authority's Countywide Bicycle Advisory Committee (BAC) and Countywide Pedestrian Advisory Committee (PAC) to Act as the BAC and PAC for the City of Suisun City.

ATTACHMENTS:

1. Resolution No. 2013___: Designating the Solano Transportation Authority's Countywide Bicycle Advisory Committee (BAC) and Countywide Pedestrian Advisory Committee (PAC) to Act as the BAC and PAC for the City of Suisun City.
2. MTC Resolution 4108.

RESOLUTION NO. 2013-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
DESIGNATING THE SOLANO TRANSPORTATION AUTHORITY'S
COUNTYWIDE BICYCLE ADVISORY COMMITTEE (BAC) AND
COUNTYWIDE PEDESTRIAN ADVISORY COMMITTEE (PAC) TO ACT AS
THE BAC AND PAC FOR THE CITY OF SUISUN CITY**

WHEREAS, the Metropolitan Transportation Commission (MTC) is the Metropolitan Planning Organization (MPO) for the nine-county San Francisco Bay Area, including Solano County; and

WHEREAS, STA is the Congestion Management Agency (CMA) for the seven cities in Solano County and for the County of Solano; and

WHEREAS, MTC has adopted a Transportation Development Act (TDA), Article 3, Bicycle/Pedestrian Projects Policy and Procedures (MTC Resolution No. 4108, revised), that sets out procedures governing the application and use of TDA Article 3 funds; and

WHEREAS, MTC Resolution No. 4108, requires that each county and each city have a Bicycle Advisory Committee (BAC) to review and prioritize bicycle and pedestrian projects and to participate in the development and review of comprehensive bicycle/pedestrian plans; and

WHEREAS, an agency may apply to MTC for exemption from the city BAC requirement if it can demonstrate that the countywide BAC provides for expanded city representation; and

WHEREAS, the STA's BAC and PAC meet the requirements of Resolution No. 4108 established by MTC, including expanded representation from each of the seven cities and from the County of Solano with members being appointed by their respective governing boards; and

WHEREAS, the City of Suisun City is able at any time to proceed with forming a local BAC/PAC to review local bicycle and pedestrian projects in addition the City's participation on the STA BAC and PAC; and

NOW, THEREFORE, BE IT RESOLVED that the City Council approves the designation of the STA Countywide Bicycle Advisory Committee (BAC) and Countywide Pedestrian Advisory Committee (PAC) to act as the BAC/PAC on behalf of the City of Suisun City.

PASSED AND ADOPTED at a regular meeting of the Suisun City Council, duly noticed and held on Tuesday the 1st day of October 2013 by the following vote:

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

WITNESS my hand and the seal of said City this 1st day of October 2013.

Linda Hobson, City Clerk

Date: June 26, 2013
W.I.: 1514
Referred By: PAC

ABSTRACT

Resolution No. 4108

This resolution establishes policies and procedures for the submission of claims for Article 3 funding for pedestrian and bicycle facilities as required by the Transportation Development Act in Public Utilities Code (PUC) Section 99401.(a). Funding for pedestrian and bicycle projects is established by PUC Section 99233.3.

This resolution supersedes MTC Resolution No. 875, Revised commencing with the FY2014-15 funding cycle.

Further discussion of these procedures and criteria are contained in the Programming and Allocations Summary Sheet dated June 12, 2013.

Date: June 26, 2013
W.I.: 1514
Referred By: PAC

RE: Transportation Development Act, Article 3. Pedestrian and Bicycle Projects.

METROPOLITAN TRANSPORTATION COMMISSION

RESOLUTION NO. 4108

WHEREAS, the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., requires the Transportation Planning Agency to adopt rules and regulations delineating procedures for the submission of claims for funding for pedestrian and bicycle facilities (Article 3, PUC Section 99233.3); state criteria by which the claims will be analyzed and evaluated (PUC Section 99401(a); and to prepare a priority list for funding the construction of pedestrian and bicycle facilities (PUC Section 99234(b)); and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the Transportation Planning Agency for the San Francisco Bay Region, adopted MTC Resolution No. 875 entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects", that delineates procedures and criteria for submission of claims for Article 3 funding for pedestrian and bicycle facilities; and

WHEREAS, MTC desires to update these procedures and criteria commencing with the FY2014-15 funding cycle, now therefore be it

RESOLVED, that MTC adopts its policies and procedures for TDA funding for pedestrian and bicycle facilities described in Attachment A ; and be it further

RESOLVED, that the prior policy governing allocation of funds contained in Resolution No. 875 is superseded by this resolution, effective with the FY 2014-15 funding cycle.

METROPOLITAN TRANSPORTATION COMMISSION

Amy Rein Worth, Chair

The above resolution was approved by the Metropolitan Transportation Commission at a regular meeting of the Commission held in Oakland, California, on June 26, 2013.

Date: June 26, 2013
W.I.: 1514
Referred By: PAC

Attachment A
Resolution No. 4108
Page 1 of 7

TRANSPORTATION DEVELOPMENT ACT, ARTICLE 3,
PEDESTRIAN/BICYCLE PROJECTS
Policies and Procedures

Eligible Claimants

The Transportation Development Act (TDA), Public Utilities Code Sections 99233.3 and 99234, makes funds available in the nine-county Metropolitan Transportation Commission (MTC) Region for the exclusive use of pedestrian and bicycle projects. MTC makes annual allocations of TDA Article 3 funds to eligible claimants after review of applications submitted by counties or congestion management agencies.

All cities and counties in the nine counties in the MTC region are eligible to claim funds under TDA Article 3. Joint powers agencies composed of cities and/or counties are also eligible provided their JPA agreement allows it to claim TDA funds.

Application

1. Counties or congestion management agencies will be responsible for developing a program of projects not more than annually, which they initiate by contacting the county and all cities and joint powers agencies within their jurisdiction and encouraging submission of project applications.
2. Claimants will send one or more copies of project applications to the county or congestion management agency (see "Priority Setting" below).
3. A project is eligible for funding if:
 - a. The project sponsor submits a resolution of its governing board that addresses the following six points:
 1. There are no legal impediments regarding the project.
 2. Jurisdictional or agency staffing resources are adequate to complete the project.
 3. There is no pending or threatened litigation that might adversely affect the project or the ability of the project sponsor to carry out the project.
 4. Environmental and right-of-way issues have been reviewed and found to be in such a state that fund obligation deadlines will not be jeopardized.
 5. Adequate local funding is available to complete the project.
 6. The project has been conceptually reviewed to the point that all contingent issues have been considered.

- b. The funding requested is for one or more of the following purposes:
 - 1. Construction and/or engineering of a bicycle or pedestrian capital project
 - 2. Maintenance of a multi-purpose path which is closed to motorized traffic
 - 3. Bicycle safety education program (no more than 5% of county total).
 - 4. Development of a comprehensive bicycle or pedestrian facilities plans (allocations to a claimant for this purpose may not be made more than once every five years).
 - 5. Restriping Class II bicycle lanes.Refer to Appendix A for examples of eligible projects.
- c. The claimant is eligible to claim TDA Article 3 funds under Sections 99233.3 or 99234 of the Public Utilities Code.
- d. If it is a Class I, II or III bikeway project, it must meet the mandatory minimum safety design criteria published in Chapter 1000 of the California Highway Design Manual (Available via Caltrans headquarters' World Wide Web page); or if it is a pedestrian facility, it must meet the mandatory minimum safety design criteria published in Chapter 100 of the California Highway Design Manual (Available via Caltrans headquarters' World Wide Web page).
- e. The project is ready to implement and can be completed within the three year eligibility period.
- f. *If the project includes construction, that it meets the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.) and project sponsor submits an environmental document that has been stamped by the County Clerk within the past three years.*
- g. A jurisdiction agrees to maintain the facility.
- h. The project is included in a locally approved bicycle, pedestrian, transit, multimodal, complete streets, or other relevant plan.

Priority Setting

- 1. The county or congestion management agency (CMA) shall establish a process for establishing project priorities in order to prepare an annual list of projects being recommended for funding.
- 2. Each county and city is required to have a Bicycle Advisory Committee (BAC) to review and prioritize TDA Article 3 bicycle and pedestrian projects and to participate in the development and review of comprehensive bicycle plans. BACs should be composed of both bicyclists and pedestrians.

A city BAC shall be composed of at least 3 members who live or work in the city. More members may be added as desired. They will be appointed by the City Council. The City or Town Manager will designate staff to provide administrative and technical support to the Committee.

An agency can apply to MTC for exemption from the city BAC requirement if they can demonstrate that the countywide BAC provides for expanded city representation.

A county BAC shall be composed of at least 5 members who live or work in the county. More members may be added as desired. The County Board of Supervisors or Congestion Management Agency (CMA) will appoint BAC members. The county or congestion management agency executive/administrator will designate staff to provide administration and technical support to the Committee.

3. All proposed projects shall be submitted to the County or congestion management agency for evaluation/prioritization. Consistent with the county process, either the Board of Supervisors or the Congestion Management Agency (CMA) will adopt the countywide list and forward it to MTC for approval.
4. The county or congestion management agency will forward to MTC a copy of the following:
 - a) Applications for the recommended projects, including a governing body resolution, stamped environmental document, and map for each, as well as a cover letter stating the total amount of money being claimed; *and confirmation that each project meets Caltrans' minimum safety design criteria and can be completed before the allocation expires.*
 - b) The complete priority list of projects with an electronic version to facilitate grant processing.
 - c) A Board of Supervisors' or CMA resolution approving the priority list and authorizing the claim.

MTC Staff Evaluation

MTC Staff will review the list of projects submitted by each county. If a recommended project is eligible for funding, falls within the overall TDA Article 3 fund estimate level for that county, and has a completed application, staff will recommend that funds be allocated to the project.

Allocation

The Commission will approve the allocation of funds for the recommended projects. The County Auditor will be notified by allocation instructions to reserve funds for the approved projects. Claimants will be sent copies of the allocation instructions and funds should be invoiced in accordance with the “Disbursement” section below.

Eligible Expenditures

Eligible expenditures may be incurred from the start of the fiscal year of award plus two additional fiscal years. Allocations expire at the end of third fiscal year following allocation. For example, if funds are allocated to a project in October 2014, a claimant may be reimbursed for eligible expenses that were incurred on or after July 1, 2014. The allocation expires on June 30, 2017 and all eligible expenses must be incurred before this date. All disbursement requests should be submitted by August 31, 2017.

Disbursement

1. The claimant shall submit to MTC the following, no later than two months after the grant expiration date:
 - a) A copy of the allocation instructions along with a dated cover letter referring to the project by name, dollar amount and allocation instruction number and the request for a disbursement of funds;
 - b) Documents showing that costs have been incurred during the period of time covered by the allocation.
 - c) With the final invoice, the claimant shall submit a one paragraph summary of work completed with the allocated funds. This information may be included in the cover letter identified in bullet “a” above and is required before final disbursement is made. If the project includes completion of a Class I, II or III bicycle facility, this information should be added to Bikemapper or a request should be made to MTC to add it to Bikemapper.
2. MTC will approve the disbursement and, if the disbursement request was received in a timely fashion and the allocation instruction has not expired, been totally drawn down nor been rescinded, issue an authorization to the County Auditor to disburse funds to the claimant.

Rescissions and Expired Allocations

Funds will be allocated to claimants for specific projects, so transfers of funds to other projects sponsored by the same claimant may not be made. If a claimant has to abandon a project or cannot complete it within the time allowed, it should ask the county or congestion management

agency to request that MTC rescind the allocation. Rescission requests may be submitted to and acted upon by MTC at any time during the year. Rescinded funds will be returned to the county's apportionment.

Allocations that expire without being fully disbursed will be disencumbered in the fiscal year following expiration. The funds will be returned to county's apportionment and will be available for allocation.

Fiscal Audit

All claimants that have received an allocation of TDA funds are required to submit an annual certified fiscal and compliance audit to MTC and to the Secretary of Business and Transportation Agency within 180 days after the close of the fiscal year, in accordance with PUC Section 99245. Article 3 applicants need not file a fiscal audit if TDA funds were not expended (that is, costs incurred) during a given fiscal year. However, the applicant should submit a statement for MTC's records certifying that no TDA funds were expended during the fiscal year. Failure to submit the required audit for any TDA article will preclude MTC from making a new Article 3 allocation. For example, a delinquent Article 4.5 fiscal audit will delay any other TDA allocation to the city/county with an outstanding audit. Until the audit requirement is met, no new Article 3 allocations will be made.

TDA Article 3 funds may be used to pay for the fiscal audit required for this funding.

Appendix A: Examples of Eligible Projects

1. Projects that eliminate or improve an identified problem area (specific safety hazards such as high-traffic narrow roadways or barriers to travel) on routes that would otherwise provide relatively safe and direct bicycle or pedestrian travel use. For example, roadway widening, shoulder paving, restriping or parking removal to provide space for bicycles; a bicycle/pedestrian bridge across a stream or railroad tracks on an otherwise useful route; a segment of multi-purpose path to divert young bicyclists from a high traffic arterial; a multi-purpose path to provide safe access to a school or other activity center; replacement of substandard grates or culverts; adjustment of traffic-actuated signals to make them bicycle sensitive. Projects to improve safety should be based on current traffic safety engineering knowledge.
2. Roadway improvements or construction of a continuous interconnected route to provide reasonably direct access to activity centers (employment, educational, cultural, recreational) where access did not previously exist or was hazardous. For example, development of Multi-purpose paths on continuous rights-of-way with few intersections (such as abandoned railroad rights-of-way) which lead to activity centers; an appropriate combination of Multi-purpose paths, Class II, and Class III bikeways on routes identified as high demand access routes; bicycle route signs or bike lanes on selected routes which receive priority maintenance and cleaning.
3. Secure bicycle parking facilities, especially in high use activity areas, at transit terminals, and at park-and-ride lots. Desirable facilities include lockers, sheltered and guarded check-in areas; self-locking sheltered racks that eliminate the need to carry a chain and racks that accept U-shaped locks.
4. Other provisions that facilitate bicycle/transit trips and walk/transit. For example, bike racks on buses, paratransit/trailer combinations, and bicycle loan or check-in facilities at transit terminals, bus stop improvements, wayfinding signage.
5. Maintenance of multiple purpose pathways that are closed to motorized traffic or for the purposes of restriping Class II bicycle lanes (provided that the total amount for Class II bicycle lane restriping does not exceed twenty percent of the county's total TDA Article 3 allocation).
6. Funds may be used for construction and plans, specification, and estimates (PS&E) phases of work. Project level environmental, planning, and right-of-way phases are not eligible uses of funds.
7. Projects that enhance or encourage bicycle or pedestrian commutes, including Safe Routes to Schools projects.

8. Intersection safety improvements including bulbouts/curb extensions, transit stop extensions, installation of pedestrian countdown or accessible pedestrian signals, or pedestrian signal timing adjustments. Striping high-visibility crosswalks or advanced stop-back lines, where warranted.
9. Purchase and installation of pedestrian traffic control devices, such as High-intensity Activated crossWalk (HAWK) beacons, rectangular rapid flashing beacons (RRFB), or pedestrian safety “refuge” islands, where warranted.
10. Projects that provide connection to and continuity with longer routes provided by other means or by other jurisdictions to improve regional continuity.
11. The project may be part of a larger roadway improvement project as long as the funds are used only for the bicycle and/or pedestrian component of the larger project.
12. Bicycle Safety Education Programs. Up to five percent of a county's Article 3 fund may be expended to supplement monies from other sources to fund public bicycle safety education programs and staffing.
13. Comprehensive Bicycle and Pedestrian Facilities Plan. Funds may be allocated for these plans (emphasis should be for accommodation of bicycle and walking commuters rather than recreational uses). A city or county may not receive allocations for these plans more than once every five years. Environmental documentation and approval necessary for plan adoption is an eligible expense.

AGENDA TRANSMITTAL

MEETING DATE: October 1, 2013

CITY AGENDA ITEM: Approving of the State Water Project Supply Allocation Settlement Agreement:

- a. Council Adoption of Resolution No. 2013-__: Approving the Addendum to the Settlement Agreement and Release, and Authorizing the Mayor to Execute It on the City's behalf; and
- b. Council Adoption of Resolution No. 2013-__: Approving a Revised Participating Agency Contract between Solano County Water Agency and the City of Suisun City, and Authorizing the Mayor to Execute It on the City's behalf.

FISCAL IMPACT: There would be no fiscal impact on the City.

BACKGROUND: In 2008, the Solano County Water Agency (SCWA) and three other State Water Project (SWP) contractors (Napa County, Butte County, and Yuba County) filed litigation against the California Department of Water Resources (DWR) in Superior Court in Sacramento seeking interpretation of a provision in its SWP water supply contract that SCWA claimed gave it an "area of origin" preference to water supplies from the SWP. Most of the SWP contractors south of the Delta intervened in the litigation. Mediated settlement discussions started in 2011, and in May of 2012, an Agreement in Principle was reached by the parties.

STAFF REPORT: A settlement agreement and amendments to the SWP water supply contracts for the four plaintiff SWP contractors were prepared. To comply with CEQA, DWR circulated a Negative Declaration for the Settlement and it adopted the Negative Declaration.

The following is a summary of the provisions of the Settlement Agreement:

- A new North of Delta allocation for annual SWP supplies that is calculated without considering the pumping restrictions in the South Delta that have severely reduced SWP water supplies in recent years.
- A supplemental annual water supply of up to 15,000 acre feet (which would be equal to nearly one-third of the current total annual allocation of 47,756 acre feet) to be used at SCWA's discretion up to a cumulative 60,000 acre feet.
- Provisions for resetting the cumulative limit, limited pay back obligations, and restrictions in extremely dry years.
- Restrictions on seeking additional SWP supplies and applications for more water from the State Water Resources Control Board (SWRCB).

The water supply benefits from the settlement would be realized by all seven cities in Solano County in proportion to their contract amounts with SCWA for SWP water. Benicia, Fairfield, Vacaville, and Vallejo currently use SWP water from SCWA. Dixon, Rio Vista, and Suisun City have contracts with SCWA for SWP supply, but do not currently use SWP water.

PREPARED BY:

Ronald C. Anderson, Jr., Assistant City Manager

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

On September 12, 2013, the SCWA Board of Directors unanimously approved the settlement agreement. The Board is made up of the five members of the County Board of Supervisors, as well as the mayors of the seven cities in Solano County. Each city has been asked to place the approval of the Settlement Agreement on their respective agendas for council consideration. In addition, each city would need to execute an "Addendum to the Settlement Agreement and Release", which would bind each city to the same provision in the SCWA Settlement Agreement that restricts seeking water supply from SWP and the SWRCB. (Please see Attachment 1.) This process must be completed before the agreement becomes final.

The seven cities all have contracts with SCWA for SWP water supply. In order to implement the Settlement Agreement, those contracts need to be amended to include some of the settlement provisions. The contracts were last revised in 1985, so SCWA staff has taken the opportunity to update additional provisions in the contracts for each city. (Please see Attachment 2.)

Review by SSWA's Legal Counsel

Paul Minasian, SSWA's legal counsel, has prepared his written review of the proposed Settlement Agreement. (Please see Attachment 3.) In it he poses and then answers seven relevant questions, and he concludes that the Settlement Agreement would not have a negative impact on Suisun City, and it could, assuming that we can figure out how to use the City's share of the SWP water supply sometime in the future, provide a source of additional water supply during drought years.

RECOMMENDATION: It is recommended that the City Council adopt:

1. Resolution No. 2013-__: Approving the Addendum to the Settlement Agreement and Release, and Authorizing the Mayor to Execute It on the City's behalf; and
2. Resolution No. 2013-__: Approving a Revised Participating Agency Contract between Solano County Water Agency and the City of Suisun City, and Authorizing the Mayor to Execute It on the City's behalf.

ATTACHMENTS:

1. Resolution No. 2013-__: Approving the Addendum to the Settlement Agreement and Release, and Authorizing the Mayor to Execute It on the City's behalf.
2. Resolution No. 2013-__: Approving a Revised Participating Agency Contract between Solano County Water Agency and the City of Suisun City, and Authorizing the Mayor to Execute It on the City's behalf.
3. Letter from Paul R. Minasian: Amendments to the North Bay Aqueduct for City of Suisun and Suisun-Solano Water Authority.

RESOLUTION NO. 2013-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE ADDENDUM TO THE SETTLEMENT AGREEMENT
AND RELEASE, AND AUTHORIZING THE MAYOR TO EXECUTE IT
ON THE CITY'S BEHALF**

WHEREAS, on or about July 17, 2008, SCWA and other Plaintiffs filed a civil action against the Department of Water Resources ("DWR") in the Superior Court of California for the County of Sacramento (the "Court"), Case No. 34-2008-00016338 CU-BC-GDS, and on or about March 2, 2009 the Court granted Intervenors' Motion to Intervene in the action (the complaint and the complaint in intervention are collectively referred to as the "Action"); and

WHEREAS, SCWA and each of the other Plaintiffs and Intervenors has a contract with DWR for a supply of water from the State Water Project ("SWP") which existing contracts are referred to as the "SWP Contracts" or "Water Supply Contracts"; and

WHEREAS, the Plaintiffs, DWR, and Intervenors' (collectively "Parties") claims in the Action relate to disputes over the meaning of the Water Supply Contracts regarding Plaintiffs' claimed rights to water under their Contracts pursuant to Water Code section 11460, *et seq.*, and section 10505, commonly referred to as the "area of origin statutes"; and

WHEREAS, the Parties wish to compromise, resolve, settle, and terminate any and all of the disputes or claims in the Action on terms and conditions set forth herein (the "Settled Disputes and Claims"). The Settled Disputes and Claims include any and all disputes or claims related to whether any Plaintiff is entitled to a preference in water deliveries from the SWP under the terms of the existing SWP Contracts; and

WHEREAS, the Parties and the Participating Agency (City of Suisun City) represent that they understand they are waiving significant legal rights by signing the Settlement Agreement and Release and this Addendum, and each Party in no way admits responsibility for debts, liability, and/or obligations owed to any other Party or third parties, and this Agreement is made in a spirit of compromise for the sole purpose of avoiding the uncertainties and expenses of litigation with respect to the Settled Disputes and Claims.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City does hereby approve the attached Addendum to the Settlement Agreement and Release, and does hereby authorize the Mayor to execute it on the City's behalf.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on this 1st day of October, 2013 by the following vote:

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

WITNESS my hand and the seal this 1st day of October, 2013.

Linda Hobson, CMC
City Clerk

ADDENDUM TO THE SETTLEMENT AGREEMENT AND RELEASE

THIS ADDENDUM TO THE SETTLEMENT AGREEMENT AND RELEASE is approved and entered into by City of Suisun City, a Participating Agency of the Solano County Water Agency ("Plaintiff" or "SCWA").

RECITALS

A. WHEREAS, on or about July 17, 2008, SCWA and other Plaintiffs filed a civil action against the Department of Water Resources ("DWR") in the Superior Court of California for the County of Sacramento (the "Court"), Case No. 34-2008-00016338 CU-BC-GDS, and on or about March 2, 2009 the Court granted Intervenors'¹ Motion to Intervene in the action (the complaint and the complaint in intervention are collectively referred to as the "Action");

B. WHEREAS, SCWA and each of the other Plaintiffs and Intervenors has a contract with DWR for a supply of water from the State Water Project ("SWP") which existing contracts are referred to as the "SWP Contracts" or "Water Supply Contracts".

C. WHEREAS, the Plaintiffs, DWR, and Intervenors' (collectively "Parties") claims in the Action relate to disputes over the meaning of the Water Supply Contracts regarding Plaintiffs' claimed rights to water under their Contracts pursuant to Water Code section 11460, *et seq.*, and section 10505, commonly referred to as the "area of origin statutes";

D. WHEREAS, each Party disputes the interpretation of the SWP Contracts advanced by the other Parties, and DWR and Intervenors dispute whether any of the Plaintiffs have established area of origin rights and each Party denies that any other Party is entitled to any relief based on the claims alleged in the Action;

E. WHEREAS, the Parties wish to compromise, resolve, settle, and terminate any and all of the disputes or claims in the Action on terms and conditions set forth herein (the "Settled Disputes and Claims"). The Settled Disputes and Claims include any and all disputes or claims related to whether any Plaintiff is entitled to a preference in water deliveries from the SWP under the terms of the existing SWP Contracts;

F. WHEREAS, the Parties and Participating Agency represent that they understand they are waiving significant legal rights by signing the Settlement Agreement and Release and this Addendum, and each Party in no way admits responsibility for debts, liability, and/or obligations owed to any other Party or third parties, and this Agreement is made in a spirit of compromise for the sole purpose of avoiding the uncertainties and expenses of litigation with respect to the Settled Disputes and Claims.

¹ The Intervenors include the following State Water Project ("SWP") contractors: Alameda County Flood Control and Water Conservation District, Zone 7, Alameda County Water District, Antelope Valley-East Kern Water Agency, Castaic Lake Water Agency, Central Coast Water Authority, Coachella Valley Water District, Kern County Water Agency, Metropolitan Water District of Southern California, Mojave Water Agency, Palmdale Water District, San Geronio Pass Water Agency, Santa Clara Valley Water District, and Tulare Basin Water Storage District.

G. WHEREAS, the Parties to the Action wish to compromise, resolve, settle, and terminate any and all of the disputes or claims in the Action on terms and conditions set forth in the attached Settlement Agreement and Release dated September 12, 2013.

H. WHEREAS, City of Suisun City is a Participating Agency of SCWA has an agreement with SCWA for a supply of SWP water.

I. WHEREAS, the Settlement Agreement and Release may affect the amount of SWP water delivered to City of Suisun City pursuant to its contract with SCWA, and the Settlement Agreement and Release contains limitations on additional water supplies for SCWA and City of Suisun City.

J. NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, City of Suisun City acknowledges and agrees to the following:

AGREEMENT

1. Recitals Incorporated. The recitals set forth above, including all definitions therein, are expressly incorporated as terms of this Agreement.
2. Limitations on Additional Water Supplies and Remedies: City of Suisun City agrees to abide by the limitations and waivers set forth in subsection 2.2 of the Settlement Agreement and Release as if it were a party thereto, and acknowledges the default and remedies provisions set forth in section 5 of the Settlement Agreement and Release. Subsection 2.2 and section 5 of the Settlement Agreement and Release provide as follows:
 - 2.2 Limitations on Additional Water Supplies: Except as expressly provided for herein, in consideration of the mutual agreements contained in this settlement agreement, and for the term of the existing SWP Contract and any renewal thereof (including during or as a result of any contract extension negotiations), SCWA agrees to the following limitations:
 - 2.2.1 SCWA shall not claim any preference or priority under Article 18(a) of the existing SWP Contract.
 - 2.2.2 SCWA shall not request or be entitled to receive a new or separate SWP Contract that will increase SCWA's existing total maximum Table A amount, whether pursuant to Article 18(c) of its existing SWP Contract or any other legal authority, except as provided in sub-section 2.2.5 below.
 - 2.2.3 SCWA agrees to the following limitations on water right applications filed with the SWRCB.
 - a. Prior to January 1, 2037, SCWA shall not file a water right application with the SWRCB to meet existing or future demands within SCWA's service area.

- b. If SCWA files a water rights application with the SWRCB, to meet existing or future demands within SCWA's service area after January 1, 2037, SCWA stipulates that any water right issued on such application will contain the following language:

"No diversion is authorized by this permit when satisfaction of inbasin entitlements requires release of supplemental Project water by the Central Valley Project or the State Water Project.

Inbasin entitlements are defined as all rights to divert water from streams tributary to the Sacramento-San Joaquin Delta or the Delta for use within the respective basins of origin or the Legal Delta, unavoidable natural requirements for riparian habitat and conveyance losses, and flows required by the State Water Resources Control Board for maintenance of water quality and fish and wildlife. Export diversions and Project carriage water are specifically excluded from the definition of inbasin entitlements.

Supplemental Project water is defined as that water imported to the basin by the projects plus water released from Project storage which is in excess of export diversions, Project carriage water, and Project inbasin deliveries.

The SWRCB shall notify permittee of curtailment of diversion under this term after it finds that supplemental Project water has been released or will be released. The Board will advise permittee of the probability of imminent curtailment of diversion as far in advance as practicable based on anticipated requirements for supplemental Project water provided by the Project operators."

- 2.2.4 SCWA agrees that any request to use SWP storage facilities shall be governed by Article 56 of the SWP Contract. SCWA agrees that it will not claim a preferential right to request or receive water stored in SWP facilities and will not claim a preferential right to request to contract for or utilize SWP storage facilities based on the Area of Origin or County of Origin laws or any other legal authority.
- 2.2.5 The prohibition in sub-section 2.2.2 and the time limit in sub-section 2.2.3(a) shall not apply if a catastrophic event or Act of God causes a substantial failure in one or more of SCWA's existing or future water supplies intended to serve existing or future water demands within SCWA's service area.
- 2.2.6 In the event that SCWA files a water right application as provided for in sub-sections 2.2.3 and 2.2.5, or requests a new or separate SWP contract to increase SCWA's existing total maximum Table A amount as provided

for in sub-section 2.2.5, or SCWA's SWP Contract is no longer in effect, then:

- (a) SCWA has not waived any claim of right associated with the Area of Origin or County of Origin laws, and
- (b) DWR and Intervenors have not waived any right to challenge or protest any such claims of right.

2.2.7 The following participating agencies of SCWA have also agreed to the limitations and waivers set forth in sub-section 2.2, and acknowledge the default and remedies provisions set forth in Section 5, as evidenced by a separate addendum to the Settlement Agreement ("**Exhibit C**") to be executed by each of them: City of Benicia, City of Fairfield, City of Vallejo, City of Vacaville, City of Rio Vista, City of Suisun City, and City of Dixon.

2.2.8 Nothing herein shall limit or prohibit SCWA from acquiring or purchasing SWP Table A amounts from another SWP Contractor. Any SWP Table A amounts acquired from a SOD contractor shall not be entitled to the NOD Allocation.

2.2.9 These limitations on water rights applications do not apply to any water transfers or petitions for changes of already existing water rights that Solano and its participating agencies pursue and undertake. DWR and Intervenors reserve any and all rights they have to protest or challenge any such water transfers or petitions for change.

5. Default and Remedies.

5.1 If SCWA or any of its participating agencies files an application with the SWRCB prior to 2037 or requests a new or larger SWP Contract, except as allowed by sub-section 2.2.5, this is deemed a breach. DWR will hold all benefits for SCWA under the Settlement Agreement and Release in abeyance until the breaching party cures the breach by withdrawing the application or contract request.

5.2 If any Party to this Settlement Agreement, or Participating Agency that has adopted provisions of this Settlement through addendum, breaches, the Parties agree that monetary damages alone would be insufficient. Any non-breaching party can request specific performance, including but not limited to injunctive relief, fourteen (14) days after providing notice of the alleged breach to other Parties as provided in Section 5.3 below.

5.3 In the event of an alleged breach, the non-breaching Party agrees to give notice of the alleged breach to all other parties to the Agreement and to consult with the Parties for the purpose of attempting in good faith to resolve any disputes prior to the initiation of litigation or court proceedings.

- 5.4 The use by the Party or the State of any remedy specified herein for the enforcement of the Settlement Agreement is not exclusive and shall not deprive either from using any other remedy provided by law.
- 5.5 In any action by any of the Parties to enforce or interpret the Settlement Agreement, the prevailing party is entitled to attorney fees and costs, including expert costs.
- 5.6 If SCWA breaches the Settlement Agreement, the limitation provisions in subsection 2.2 will survive as against SCWA.

3. Independent Investigation. City of Suisun City has made such investigation of the facts pertaining to this Addendum and of all matters pertaining thereto as it deems necessary.

4. Voluntary and Knowing Execution. City of Suisun City represents and warrants to each Party to the Action that it has thoroughly read and considered all aspects of this Addendum and the Settlement Agreement and Release, that it understands all provisions of this Addendum and the Settlement Agreement and Release, that it has had the opportunity to consult with counsel, and that it is voluntarily and knowingly entering into this Addendum to the Settlement Agreement and Release without duress or coercion of any kind.

SO AGREED:

CITY OF SUISUN CITY, a municipal
Corporation of the State of California

By _____
Pete Sanchez, Mayor

RESOLUTION NO. 2013-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY APPROVING A REVISED PARTICIPATING AGENCY CONTRACT BETWEEN SOLANO COUNTY WATER AGENCY AND THE CITY OF SUISUN CITY, AND AUTHORIZING THE MAYOR TO EXECUTE IT ON THE CITY'S BEHALF

WHEREAS, the State of California, acting by and through its Department of Water Resources (State), and the Solano County Water Agency (Agency) have entered into and subsequently amended a water supply contract whereby the State will supply certain quantities of water to Agency from the State Water Resources Development System, and providing that Agency will make certain payments to the State and setting forth the terms and conditions of such supply and such payment; and

WHEREAS, the lands and inhabitants of the Participating Agency (City of Suisun City) are in need of additional water for beneficial uses and desire to obtain a supplemental supply of water to be made available to the Agency under the State Contract; and

WHEREAS, the Agency has entered into a Settlement Agreement and Release with the State and other parties which has resulted in an amendment to the State Contract; and

WHEREAS, the Participating Agency has received a copy of the Settlement Agreement, the terms and conditions of which are incorporated herein by this reference, and provisions to implement the Settlement Agreement are included in the Participating Agency Contract; and

WHEREAS, the Participating Agency has approved the Settlement Agreement and is desirous of modifying the Participating Agency Contract to be in conformance with the Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City does hereby approve the revised Participating Agency Contract, and does hereby authorize the Mayor to execute it on the City's behalf.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on this 1st day of October, 2013 by the following vote:

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

WITNESS my hand and the seal this 1st day of October, 2013.

Linda Hobson, CMC
City Clerk

**PARTICIPATING AGENCY CONTRACT BETWEEN
SOLANO COUNTY WATER AGENCY
AND
THE CITY OF SUISUN CITY**

THIS PARTICIPATING AGENCY CONTRACT (“Contract”) is made on _____, 2013, by and between SOLANO COUNTY WATER AGENCY, a governmental agency created and existing under and by virtue of Chapter 573 of the 1989 Statutes of the State of California, as amended, hereinafter referred to as “Agency”, and the CITY OF SUISUN CITY, a municipal corporation of the State of California, hereinafter referred to as “Participating Agency.”

WHEREAS, the State of California, acting by and through its Department of Water Resources, (“State”) and Agency have entered into and subsequently amended a water supply contract (as identified more specifically in Section 3(d) below, “State Contract”) whereby the State will supply certain quantities of water to Agency from the State Water Resources Development System, and providing that Agency will make certain payments to the State and setting forth the terms and conditions of such supply and such payment; and

WHEREAS, the lands and inhabitants of the Participating Agency are in need of additional water for beneficial uses and desire to obtain a supplemental supply of water to be made available to the Agency under the State Contract; and

WHEREAS, the Agency has entered into a Settlement Agreement and Release with the State and other parties which has resulted in an amendment to the State Contract (“Settlement Agreement”); and

WHEREAS, Participating Agency has received a copy of the Settlement Agreement, the terms and conditions of which are incorporated herein by this reference, and provisions to implement the Settlement Agreement are included in this Contract;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **PREVIOUS CONTRACTS SUPERSEDED**

The Member Unit Contract of the parties dated October 22, 1985, and Amendment A thereto dated July 1, 1986, are hereby superseded by this Contract.

2. **TERM OF THE CONTRACT**

This Contract shall become effective on the date first above written and shall remain in effect throughout the term of the State Contract and any extension thereof, provided, however, that whenever the State Contract is terminated, or suspended, in the manner and for a cause or causes specified in the State Contract, this Contract shall be similarly terminated or suspended.

3. **DEFINITIONS**

As used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term(s):

(a) Definitions in Article 1 of the State Contract have the same meanings as therein set forth.

(b) "Napa" shall mean the Napa County Flood Control and Water Conservation District.

(c) "Participating Agency" or "Participating Agencies" shall mean one or all the governmental entities that enter into contracts with Agency for Project Water.

(d) "Project Water" is defined in Section A.1.(j) of the State Contract and includes Annual Entitlement, Advanced Table A, Interruptible Water, Carryover and Transfer Water.

(e) "State Contract" shall mean the contract for a water supply between the State of California, acting by and through its Department of Water Resources, and Agency, dated December 26, 1963, including all subsequent amendments thereto.

(f) "Vallejo Permit Water" means non-Project Water the City of Vallejo possesses water rights for and approved to be transported through the North Bay Aqueduct.

4. **APPLICABILITY OF THE STATE CONTRACT**

(a) All the rights and obligations of each of the parties hereto are and shall be subject to all the applicable terms, conditions and limitations in the State Contract and the Settlement Agreement, including all amendments thereto to date. Should the provisions of this Contract conflict with the provisions of the Settlement Agreement or the State Contract, the provisions of the latter agreements shall prevail. Participating Agency hereby acknowledges receipt of a copy of the State Contract and the Settlement Agreement and all amendments thereto to date and expressly agrees to the provisions of those agreements imposing obligations and limitations upon it. Notwithstanding the above, prior to executing any future amendments to the State Contract and/or Settlement Agreement, the Agency shall meet and confer with the Participating Agency

(b) The provisions of Articles 31, 32, 33, 34, 35, 40, 41, 42 and 44 of the State Contract, with the word "Agency" substituted for the word "State" whenever the latter appears and the words "Participating Agency" substituted for the word "Agency" whenever the latter appears, are hereby incorporated herein as though set forth in full at this point.

(c) The provisions of subdivision (p) of Article 45 of the State Contract are incorporated herein as though set forth in full at this point. The Participating Agency shall carry out all elements of Agency's water conservation program applicable to the Participating Agency and shall do all acts and things to be done by the Participating Agency as set forth in said subdivision (p).

5. LIMITATIONS ON OBLIGATIONS OF AGENCY

(a) Agency shall be under no obligation to provide water service, or to make Project Water available to the Participating Agency from the North Bay Aqueduct except during such times and to the extent and in the quality and manner that the State makes Project Water available to Agency under the State Contract. Agency shall not be liable to the Participating Agency in the event of delay, interruption, discontinuance or quality deterioration of Project Water to be made available to Agency under the State Contract, except to the extent that such delay, interruption, discontinuance, or quality deterioration is the result of the fault of Agency.

(b) The Agency does not assume any responsibility with respect to the quality of the water to be furnished pursuant to this Contract and the Agency does not warrant the quality of such water. The Participating Agency acknowledges that such water is unfit for human consumption without treatment.

6. SHORTAGES

For the Participating Agency's Project Water identified in Table A ("Annual Entitlement"), if at any time and from any cause, the total quantity of Annual Entitlement made available by the State to the Agency under the State Contract is less than the total of all quantities of Annual Entitlement contracted for and requested by this Participating Agency and other Participating Agencies in any Year, the Agency may declare a shortage. During such a shortage, the Agency shall allocate the available Annual Entitlement among all Participating Agencies in proportion to the amount each Participating Agency's Annual Entitlement bears to the sum of all Participating Agencies' Annual Entitlement. The Agency shall similarly allocate available Project Water identified in Table C ("Advanced Table A" or "ATA") in proportion to the amount each Participating Agency's share of ATA bears to the sum of all Participating Agencies' ATA, *Provided*, however, that the Agency may allocate Annual Entitlement and ATA on some other basis if such is required to meet minimum demands of Participating Agencies for domestic supply, fire protection, or sanitation during the Year. If, during a shortage, any Participating Agency fails to request or does not intend to use all of its Annual Entitlement or ATA, the Agency shall have the right to temporarily reallocate that Participating Agency's unrequested or unused Annual Entitlement or ATA to other Participating Agencies in proportion to the amount each Participating Agency's share bears to the sum of all Participating Agencies' Annual Entitlement or ATA.

7. WATER SERVICE TO PARTICIPATING AGENCY

(a) Subject to the terms of this Contract, the Agency shall make available for delivery to the Participating Agency the amounts of Project Water shown in Table A ("Annual Entitlement") and Table C ("Advanced Table A" or "ATA") attached hereto and incorporated herein.

(b) The Participating Agency may acquire agreements and rights to convey other water supplies, in addition to Project Water, in the North Bay Aqueduct. In no event shall Agency be obligated to deliver any water supply through the North Bay Aqueduct to the Participating Agency in excess of the Participating Agency's proportionate share of Agency's share of the available capacity of the North Bay Aqueduct as shown in Table B. Any unutilized capacity in the North Bay Aqueduct to

which the Agency has rights to will be reallocated by the Agency to Participating Agencies, who have the ability to use North Bay Aqueduct capacity, in accordance with Table B. The Agency's share of the available capacity of the North Bay Aqueduct is determined by the State and/or by any future agreement between the Agency and Napa that may address capacity allocation between the Agency and Napa.

(c) The percentages in Table B were calculated by allocating North Bay Aqueduct capacity based on each Participating Agency's share of each of the following components: flow equivalent of maximum Annual Entitlement, 31.5 cubic feet per second for Vallejo Permit Water and 20 cubic feet per second for Excess Peaking Capacity referred to in subsection (c)(1) of Article 12 of the State Contract. If Dixon and/or Rio Vista exercise their right under Section 7(b) of their Participating Agency contract to start taking Project Water through the North Bay Aqueduct, the flow equivalent of their new Annual Entitlement, as well as the corresponding decrease in Annual Entitlement for Benicia, Fairfield and Vallejo, shall be included in a revised calculation for the percentages in Table B, which shall then be deemed modified without the need for amendment of this Contract.

8. ADVANCED TABLE A

The Settlement Agreement provides for delivery by the State to Agency of Advanced Table A (ATA). Consistent with the terms of the Settlement Agreement, Agency will annually notify the Participating Agency of the amount of ATA, if any, available to the Participating Agency consistent with Table C. The allocations in Table C were calculated by allocating ATA based on each Participating Agency's maximum Annual Entitlement. If Dixon and/or Rio Vista exercise their right under Section 7(b) of their Participating Agency contract to start taking deliveries of Annual Entitlement, their share of ATA, as well as the corresponding decrease in the shares of ATA for Benicia, Fairfield and Vallejo, shall be included in a revised calculation for the allocations in Table C, which shall then be deemed modified without the need for amendment of this Contract.

(a) Requests:

1. Participating Agency may submit a written request for delivery of ATA from Agency in conformance with Table C and the parameters of the Settlement Agreement within the deadline the Agency may determine pursuant to subdivision (d) of this Section 8. The request must be accompanied by a proposed monthly delivery schedule showing the intent to fully utilize all other available Project Water and anticipated ATA use.
2. Participating Agency can collaborate with other Participating Agencies to fully utilize available ATA. Collectively, all Participating Agencies' individual requests must be in conformance with the Agency's available ATA as determined by the Settlement Agreement.
3. If the Participating Agency's request for ATA is in conformance with the Settlement Agreement, Agency will make a corresponding request for ATA to the State.

(b) Participating Agency acknowledges that under the terms and conditions of the Settlement Agreement, the Agency may have an obligation to pay back ATA received. If this obligation derives from the Participating Agency's use of ATA, Agency will notify Participating Agency of any pay back obligation and Participating Agency agrees to provide Project Water to meet the pay back obligation in accordance with the Settlement Agreement. Participating Agency may also voluntarily pay back its ATA obligations earlier than prescribed in the Settlement Agreement.

(c) Agency shall maintain records of each Participating Agency's use of ATA and provide an annual report to the Participating Agency.

(d) From time to time, Agency may adopt rules and regulations to implement use and allocation of ATA among and between Participating Agencies.

9. **DELIVERIES TO PARTICIPATING AGENCY, PAYMENT FOR DELIVERY STRUCTURES AND MEASURING DEVICES, AND MEASUREMENT OF WATER DELIVERED**

(a) Project Water made available to the Participating Agency pursuant to this Contract shall be delivered to the Participating Agency at such location on the North Bay Aqueduct as is requested by the Participating Agency and approved by the State. The Participating Agency shall pay all of the costs of any new delivery structure for the delivery of Project Water to it and shall deposit with Agency, prior to the commencement of construction of the delivery structure, the amount of money estimated by the State to be sufficient to cover the costs thereof. The cost of the delivery structure will include the cost of a device for measurement of water deliveries. If the delivery structure is also used by another Participating Agency, the costs shall be allocated among the Participating Agencies on a proportionate use basis. The North Bay Aqueduct Alternate Intake Project is not a "delivery structure".

(b) The Participating Agency shall transmit to Agency schedules showing the amounts, times, and rates of delivery of Project Water desired by the Participating Agency, as and when required by Agency, to comply with section 12 of the State Contract.

(c) All water furnished pursuant to this Contract is expected to be measured by the State at each Participating Agency delivery structure established pursuant to Section 9(a) hereof. All determinations relative to the measurement of water shall be made by the State and upon request of the Participating Agency the accuracy of the measurement will be investigated by the Agency. Any error appearing therein will be adjusted. The Participating Agency, with permission of the State if necessary, may inspect such measurement equipment for the purpose of determining the accuracy thereof. If the State does not provide a measurement device at the Participating Agency's delivery structure, the Participating Agency shall install, operate and maintain, to the satisfaction of the Agency, a measurement device. Agency may inspect such measurement equipment for the purpose of determining the accuracy thereof.

10. **RESPONSIBILITY OF HANDLING WATER AND INDEMNIFICATION**

The Participating Agency shall be responsible for the carriage, handling and control of all water delivered hereunder after the water has passed the delivery structures referred to in subdivision (a) of Section 9. Neither Agency, the State, nor any of their respective officers, agents or employees shall be liable for any damage or claim of damage of any nature, including, without limitation, property damage, personal injury, or death arising out of or connected with the control, carriage, handling, use, disposal or distribution of such water beyond said delivery structures, and the Participating Agency shall indemnify and hold harmless the State and Agency and their respective officers, agents and employees from any such damages or claims of damage.

11. PLACE OF USE

Project Water cannot be used outside of the Agency's boundary. Participating Agency may sell, trade or exchange Project Water, on a temporary or permanent basis, with other Participating Agencies. Any such transaction of Project Water with other Participating Agencies shall be reported in writing to Agency at the time of the transaction.

12. PAYMENT FOR WATER

(a) The Participating Agency shall pay Agency the rate for Project Water established pursuant to Section 13 hereof for all Project Water furnished to and received by the Participating Agency during each Year throughout the term of this Contract, but for not less than the Annual Entitlement. The Participating Agency shall also pay Agency any applicable charge for State Water Project power pursuant to Section 14 hereof. The Participating Agency shall make said payments not later than the due date stated on Agency's invoices. The due date shall not be earlier than 30 days after the receipt of Agency's invoice by the Participating Agency nor more than 30 days prior to the date Agency is obligated to disburse said payment pursuant to the State Contract. Agency intends to invoice Participating Agency two times a year, once in April and once in October. If full payment is not received by Agency within the timeframes specified in this Section, the Participating Agency shall remain obligated to pay the full amount due, plus pay Agency interest on the full amount due at the annual interest rate equivalent to the interest earned on investments on the State of California Treasurer's Office Local Agency Investment Fund, based on the most current reported interest rate, plus two percent (2%), for the time period the payment is not paid beyond the applicable due date.

(b) The obligations of the Participating Agency arising out of or pursuant or incidental to this Contract including, without limiting the generality of the foregoing, the obligations of the Participating Agency to pay to the Agency the sums becoming due to the Agency for water furnished hereunder, shall constitute a general obligation of the Participating Agency and the Participating Agency shall use all the powers and resources available to it under the law, including but not limited to causing to be levied, imposed and collected all necessary taxes, assessments, tolls and charges, to collect the funds necessary for and to pay its obligations to the Agency under this Contract.

(c) Should the Participating Agency fail to make any payment to the Agency when the same shall become due for water to be furnished to the Participating Agency pursuant to this Contract, the Agency may thereafter withhold or suspend furnishing water pursuant to this Contract to the Participating Agency, or may impose such conditions upon the same as may be permissible under

the terms of the State Contract for as long as Participating Agency remains delinquent in paying the amount due.

13. **PROJECT WATER RATE**

(a) The rate for Annual Entitlement shall be established by Agency for each Year. Except as provided in subsection (b) of this Section 13, the rate shall be \$20.50 per acre-foot.

(b) The rate for Annual Entitlement may be increased over the amounts established pursuant to subsection (a) of this Section 13 to the extent necessary to produce an amount of money which, when added to the water rate payments by all the other Participating Agencies and the revenue from Agency's State Water Project Tax, hereinafter referred to as "the Tax," and Agency's State Water Project reserve fund, shall be sufficient to enable the Agency to make all payments to the State as and when they are due and payable, to maintain all required reserves, and to fund other Agency costs directly related to the provision of water supply from the State Water Project. The Agency shall not increase the rate for Annual Entitlement to fund capital improvements to the North Bay Aqueduct, where the State gives the Agency a choice of participation in such improvements, without the consent of the Participating Agency.

(c) To the extent necessary to avoid an increase in the rate for Annual Entitlement in accordance with subsection (b) of this Section 13, Agency shall levy the Tax on both secured and unsecured property during each fiscal year through the term of the State Contract at a rate of not more than two cents per \$100 of total assessed valuation in the Zone of Benefit established by Resolution 85-183 of the Solano County Flood Control and Water Conservation District, the predecessor of Agency.

(d) Nothing herein shall preclude Agency from using, or require Agency to use, taxation, assessment or other methods of finance to meet its obligations under the State Contract, or to pay other project-related costs on behalf of itself or any Participating Agency.

14. **STATE WATER PROJECT POWER**

(a) Participating Agency may enter into agreements for water supply to be transported through the North Bay Aqueduct. These agreements may include a charge to be paid to Agency by Participating Agency for State Water Project power to pump the water supply through the North Bay Aqueduct. Participating Agency also has the ability to use Interruptible Water as specified in Section 16.

(b) Agency will assess, and the Participating Agency agrees to pay, a charge per acre foot for State Water Project power for any water supplies delivered through the North Bay Aqueduct over the Participating Agency's Annual Entitlement for the Year in which the water is delivered. If Carryover contributes to the amount of water over the amount of Annual Entitlement for the year in which the water was delivered, the amount of water over the amount of Annual Entitlement to be charged shall be reduced by the amount of Carryover that is determined by the Agency to be exempt from State Water Project power charges, if any.

There are two scenarios where Carryover can be found to be exempt from State Water Project power charges based on the circumstances in the Year of Carryover generation. They are:

1. The entire amount of Carryover is exempt when, in the Year that Carryover was generated, the sum of the Annual Entitlement that is allocated by the Agency to the Participating Agency plus any other water supplies delivered to the Participating Agency through the North Bay Aqueduct that is not Annual Entitlement plus Carryover from a prior Year, is less than the Annual Entitlement for the Year.
2. A partial amount of Carryover is exempt when, in the Year that Carryover was generated, the sum of the Annual Entitlement that is allocated by the Agency to the Participating Agency plus any other water supplies delivered to the Participating Agency through the North Bay Aqueduct that is not Annual Entitlement plus Carryover from a prior Year, is greater than the Annual Entitlement. The exempt amount of Carryover is the difference between the Annual Entitlement and the sum of the Annual Entitlement that is delivered to the Participating Agency plus any other water supplies delivered to the Participating Agency that is not Annual Entitlement plus Carryover from a prior Year.

(c) The charge per acre foot to the Participating Agency for State Water Project power shall be calculated by taking the Variable Operations, Maintenance and Replacements components of the Transportation Charge and the Off Aqueduct Facility Charges as specified in the State Contract and as charged to Agency for all water transported through the North Bay Aqueduct for the Year and dividing that sum by the acre feet of all Agency water transported through the North Bay Aqueduct for the Year. The Participating Agency acknowledges that the State sometimes makes later adjustments to the Variable Operations, Maintenance and Replacement components of the Transportation Charge and the Off Aqueduct Facility Charges and that Agency will bill or credit the Participating Agency for past charges as they are assessed to Agency.

(d) From time to time the Agency may adopt rules and regulation to regulate the use and cost of State Water Project power.

15. REIMBURSEMENT OF AGENCY'S OBLIGATION TO NAPA

The Participating Agency acknowledges that the selection the route for the reach of the North Bay Aqueduct from the Delta to Cordelia resulted in a benefit to the Cities of Fairfield, Suisun City, and Vacaville, and a financial detriment to Napa. The Participating Agency shall pay to Agency 16.375 percent of the sum Agency is required to pay after December 1, 1985, to reimburse Napa for said detriment, to wit: Three Hundred Twelve Thousand and No/100 Dollars (\$312,000.00) annually until July 1, 2036, or until the capital cost of Phase II of the North Bay Aqueduct has been paid to the State, whichever shall occur first. The Participating Agency shall make said payments not later than the due date stated in Agency's invoices. The due date shall not be earlier than thirty (30) days after receipt of the invoice by Participating Agency nor thirty (30) days prior to the date Agency must disburse said payment pursuant to the Napa agreement. Agency's Participating Agency contracts with the Cities of

Fairfield and Vacaville shall contain provisions similar to this Section 15 so that Agency shall be reimbursed for the total amount of said costs and liabilities pursuant to the Napa agreement.

16. INTERRUPTIBLE WATER

(a) In addition to the Participating Agency's Annual Entitlement and Advanced Table A, from time to time, Agency may be entitled to receive Interruptible Water as defined and set forth in Article 21 of the State Contract.

(b) Agency will allocate any Interruptible Water made available to the Agency by the State by the following procedure:

1. Upon being advised of the availability of Interruptible Water, Agency will promptly advise all Participating Agencies who have the ability to use Project Water of its availability and Agency will obtain from each Participating Agency so advised the amount of Interruptible Water which each Participating Agency requests.
2. Agency will then allocate the Interruptible Water among the Participating Agencies, who have requested Interruptible Water, in proportion to their Annual Entitlement. If any Participating Agency declines Interruptible Water, or requests less than their proportionate share, then any unrequested Interruptible Water will be reallocated by the Agency to Participating Agencies, who have requested Interruptible Water, in proportion to their Annual Entitlements.

(c) Participating Agency may agree with another Participating Agency entitled to Project Water to sell or otherwise transfer its proportional right to Interruptible Water. If Participating Agency makes such an agreement it must notify Agency in writing.

(d) If pursuant to an annual agreement between the State and Agency, a certain percentage of the water available to the Agency pursuant to the State Contract must be used in a certain month, and if, at any time it appears that the taking of Interruptible Water by Participating Agency during such a month will result in Participating Agency not using its proportional share of Agency's mandatory percentage for that month, then Agency may immediately suspend the use of Interruptible Water by Participating Agency.

(e) Participating Agency shall pay Agency for State Water Project power costs for Interruptible Water taken by Participating Agency, as specified in Section 14.

(f) It is understood and agreed that the Cities of Dixon and Rio Vista will not receive Project Water as Participating Agencies until a future date, and it is further understood and agreed that the Cities of Dixon, Rio Vista, and Participating Agency are presently not physically able to take Project Water. At such time as any or all of the Cities of Dixon, Rio Vista, and Participating Agency are actually taking Project Water, they shall share in the Interruptible Water based upon their respective Annual Entitlement.

(g) It is understood and agreed by Participating Agency and Agency that the availability of Interruptible Water is not certain and that it may or may not be available at any given time or during any Year. Participating Agency expressly agrees that it will not rely upon Interruptible Water to augment its long term water supply or to allow future urban or other development within Participating Agency.

17. **CARRY-OVER ENTITLEMENT WATER (“CARRYOVER”)**

(a) Agency may be entitled to deposit and storage of Carryover as set forth in Article 56 of the State Contract. The amount of Project Water Agency can deposit to storage each year is limited to quantities specified in Article 56(c)(1) of the State Contract.

(b) Agency will allocate to Participating Agencies capacity to deposit Carryover, made available by the State to the Agency, by the following procedures:

1. Agency will allocate the available capacity to deposit Carryover to Participating Agencies in proportion to Annual Entitlement.
2. Any unutilized capacity to deposit Carryover will be reallocated by the Agency to Participating Agencies, who have the current ability to accept and treat Project Water and desire additional carryover capacity, in proportion to Annual Entitlement.

(c) Carryover may be lost by a determination of the State pursuant to Article 56(c)(3) of the State Contract. The amount of Participating Agency Carryover lost will be a proportionate share of the total of all Participating Agency Carryover in storage prior to the loss.

(d) It is understood and agreed by Participating Agency and Agency that stored Carryover may or may not be available at any given time or during any year. Participating Agency expressly agrees that it will not rely upon Carryover to augment its long term water supply or to allow future urban or other development within Participating Agency.

18. **REASONABLENESS OF DETERMINATION**

Where the terms of this Contract provide for action to be based on the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such actions to be predicted upon arbitrary or unreasonable opinions or determination.

19. **ASSIGNMENT PROHIBITED**

The provisions of this Contract shall apply to and bind the successors and assigns of the respective parties, but no assignment or transfer of this Contract, or any part thereof or interest therein, shall be valid until and unless approved by the Agency in writing.

20. **NOTICES**

All notices that are required, either expressly or by implication, to be given by any party to the other under this Contract shall be delivered or mailed, United States first-class postage prepaid, addressed as follows:

For the Agency: SOLANO COUNTY WATER AGENCY
810 Vaca Valley Parkway
Vacaville, California 95688
Attention: General Manager

For the Participating Agency CITY OF SUISUN CITY
701 Civic Center Blvd.
SUISUN CITY, CA 94585
Attention: Public Works Director

Notice shall be deemed given (a) two calendar days following mailing via regular or certified mail, returned receipt requested, (b) one business day after deposit with any one day delivery service assuring "next day" deliver, (c) upon actual receipt of notice, or (d) upon transmission, if by facsimile, whichever is earlier. The parties shall promptly give written notice to each other of any change of address and mailing or shipment to the addresses stated herein shall be deemed sufficient unless written notification of a change of address has been received; provided, however, that this Section shall not preclude the effective service of any such notice or announcement by other means.

21. **ATTORNEYS' FEES**

If any legal action is instated between Participating Agency and Agency in connection with this Contract, then the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including all costs and reasonable attorney's fees.

22. **ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between Participating Agency and the Agency and supersedes any preceding contract, any oral agreement, statement or promise between them relating to the subject matter of this Contract. Any amendment, including oral modification, must be reduced to writing and signed by both parties to be effective.

IN WITNESS WHEREOF, the parties have executed this Contract by their respective officers therewith duly authorized as of the date first above written.

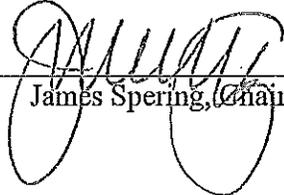
SOLANO COUNTY WATER AGENCY

Attest:



David Okita, General Manager and Secretary

By



James Spering, Chairman Board of Directors

CITY OF SUISUN CITY, a Municipal Corporation of the State of California

Attest:

Linda Hobson, City Clerk

By

Pete Sanchez, Mayor

Table A

**Annual Entitlements of
Water from North Bay Aqueduct
City of Suisun City**

Year	Total Annual Amount in Acre Feet
2013	1,200
2014	1,250
2015 and each succeeding year thereafter for the term of this Contract as a Maximum Annual Entitlement	1,300

Table B

**Proportionate Shares of
Agency's North Bay Aqueduct Capacity
(Percentage of Agency Capacity)**

City	NBA Reach 1*	NBA Reach 1**	NBA Reach 2
Vallejo	39	33	57
Benicia	29	25	43
Fairfield	20	27	N/A
Suisun City	2	1	N/A
Vacaville	10	14	N/A

Note: If Dixon and Rio Vista should start taking Project Water through the North Bay Aqueduct, percentages will change as specified in Section 7(c).

* Applicable prior to installation of pump referenced in Article 26.2 (c) of the State Contract.

** Applicable after installation of pump referenced in Article 26.2 (c) of the State Contract.

Table C

Advanced Table A Allocations

City	Proportion (%)	Annual Limit (AF)	Cumulative Limit (AF)
Vallejo	13.3	2,000	8,000
Benicia	41.0	6,143	24,571
Fairfield	28.1	4,214	16,857
Suisun City	3.1	464	1,857
Vacaville	14.5	2,179	8,715
Total:	100%	15,000	60,000

Note: If Dixon and Rio Vista should start taking Project Water, allocations will change as specified in Section 8.

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COOPER, LLP

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September 19, 2013

Suisun-Solano Water Authority
c/o Solano Irrigation District
810 Vaca Valley Parkway, Suite 201
Vacaville, California 95688

Re: Amendments to the North Bay Aqueduct for City of Suisun and Suisun-Solano Water Authority

Ladies and Gentlemen:

You have asked that we review the proposed Amendments to the NBA Contract for Suisun City on behalf of its holder, the City of Suisun City and Suisun-Solano Water Authority, to determine if any of the changes being proposed in this amended Contract work to the disadvantage of the City of Suisun or the Suisun-Solano Water Authority (SSWA) in regard to their North Bay Aqueduct (NBA) supply.

Question 1: Why is the Contract being amended at this time?

Answer: The primary reason for the amendment is that certain members of Solano County Water Authority (SCWA) believed that if they asserted the County of origin and area of origin laws they might benefit from the State Water Project (SWP) in manners different from other SWP contractors generally located south of the Delta.

Question 2: What happened to those claims?

Answer: The claims for County of Origin priority were dismissed in 2003 with promises from the other SWP Contractors to attempt to work out additional contractual provisions that would recognize that at certain times there is additional water North of the Delta that could be utilized by North of Delta NBA contractors with little

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effect upon other SWP Contractors' yield. The changes agreed to give South of Delta users more money and more water in 20% allocation or below years. SWP contractors South of the Delta recognized that Article 21 water (effectively surplus water) was being made available without capital repayment of SWP component cost and because of delivery constraints through the Delta was much more accessible to North of Delta SWP contractors. It was also recognized that if Schedule A water was advanced above that years' SWP allocation (different from surplus flows or Article 21 water purchased) and taken in a year by SCWA or its members, if there were limits requiring repayment of the amount of advanced water, or that flood flows wiped out the duty to repay the advance, more money could be generated for SWP capital costs and little water effect through a drought would be encountered. Water advanced above the Table A amounts must be repaid within five (5) years, and the amount of water that can be advanced is cumulatively limited so that advances do little good as a drought deepens. If Lake Oroville fills or flood control releases occur, a reset occurs and repayment is automatic.

The thing to remember is that average water use figures and the model being used for SWP operations (CalSim) really cannot calibrate to the level of a confirmed benefit from being able to order additional water under Table A and comparing it to the disadvantages that could be encountered in a prolonged dry cycle in which the five-year repayment obligation becomes due. The point is, other members of SCWA feel that this flexibility is of advantage to them and the amendment of the Contract makes it clear that Advanced Table A Water will be accounted for on an individual contractor basis, but all Solano NBA members are required to bear the additional costs of water that was charged at Article 21 rates now being charged at enhanced North of Delta allocation rates or advanced Table A rates.

The best way to visualize these effects and the somewhat illusionary benefits and the costs in the case of Suisun City are as follows:

1. Amount of Suisun Table A: 1,300 ac/ft/year
2. Maximum amount of Table A water and Advanced Water in any year that may be taken: 3% allocation of 1,300 ac/ft = 511 ac/ft, but cumulative balance of advance cannot exceed 2,046 ac/ft. This means that when this cumulative total is reached, no advance water may be requested unless another Solano-NBA contractor has not advanced its share and is willing to "lend" an advance to Suisun. Such a "loan" would mean if a repayment demand occurred, a Solano NBA borrower could create an "emergency" by their over-extension "loans" between Solano entities. Such "loans" are not wise. The total Solano NBA advance is limited to 15,000 ac/ft in any one year and a cumulative

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balance of 60,000 ac/ft. However, advance water must be repaid if five years have lapsed since the advance and if the SWP allocation exceeds 60%. Thus taking an advance pretty well means that you must plan to utilize no more than 60% in good water years and the water allocation in a drought will be far less, or a deeper cut will be taken if an advance is sought.

No advanced water is available in a 20% or less allocation year and of course if five years have passed, other SWP contractors get really valuable water back under the repayment provisions in those drought years due to the five-year repayment requirement.

The repayment obligation is ended if there is a flood flow release condition but of course the payment for the Advanced water is not returned nor is the obligation to take Table A water or pay for it reduced. NBA water is so cheap to Solano contractors because the use of taxes to pay much of the cost pricing is felt primarily at SCWA.

The agreement provides that in no year when the SWP allocation is 60% or more may advanced Table A water be requested. Again, the SWP will gain financially if every year it allocates 60% North and 50% (or some lesser sum) South of the Delta with really no water impact.

In the past, Article 21 water was surplus water, and often Article 21 water will be available for contractors north of the Delta. Because of political forces and bureaucracy, the determination of North of Delta Allocation and South of Delta allocation of Table A (100% or something less) has usually been uniform by DWR. Then when it is apparent that water is available North of the Delta but because of ESA limited in the SWP's ability to deliver south of the Delta, often the allocation of Table A for North of Delta would not be increased but instead Article 21 water would be declared available for diversion during certain periods.

An NBA contractor with storage could save substantial amounts of money and the South of Delta SWP contractors would be required to bear a greater share of the capital costs because Article 21 water does not carry with it capital repayment costs of the SWP. Article 21 water is much cheaper than Table A water only carrying operation and maintenance costs. This contract reflects that management of the SWP is trying to get more Table A water paid for at higher prices than Article 21 water. If an NBA contractor in Solano County has storage in Monticello and can use the NBA Article 21 water, Article 21 availability for North customers will be significantly less in the future. SCWA uses tax revenues to pay the costs of water. NBA customers may not realize these changes may increase Solano County costs.

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The environmental assessment tries to quantify the benefits or detriments of this contract from a hydrological point of view and reliable yield. The model used, CalSim, is simply too gross to provide valuable information. What the agreement amendment does do is allow water operators in Solano County to tinker and strategize (this is the new California water game or profession, since no one ever builds any new yield into the system). This is not to say that a careful plan to use more NBA water than Table A in the range of years under a 60% allocation and reserve more water in carryover in Monticello might not provide more supply in a 13-to-15-year drought. However, because the wells of Suisun City are its alternate supply and it does have a small Solano Project entitlement (16,000 ac/ft) and the ability to use NBA water. The ability to store unused Solano Project water in Berryessa is already made available through SID. Suisun can still elect to take less than its yearly allocation of NBA water and ask the SWP to store the water in Lake Oroville, which is a privilege already existing and unchanged. The amendment reflects Solano County's policy position that NBA water should not be sold for money. This is nothing new, but it is subtly re-expressed in the Amendment terms. The SWP operator – DWR – does not like these transfers in any case because of the burden place on the bureaucracy to process them.

It is obvious that the benefits of SID and Suisun City working together to absorb the minor cost of the NBA water and to put it to use without the treatment problems is the best alternative for now in terms of the amendments scheduling changes. When the costs of moving the NBA intake are fully appreciated, this water supply will be a much more costly proposition.

Question 3: Currently the Suisun City NBA entitlement is generally not used, and Suisun-SID pays to the extent it is not used. The cost of the entitlement is paid to the SCWA and generally the amounts of water are not delivered to other NBA customers within Solano and Napa County. There has been consideration of Suisun-SID exchanging the NBA entitlement for Solano Project water, delivery of the NBA water to Vallejo or directly from the NBA for use for irrigation of areas of SID. Does this amendment in any way change those theoretical alternatives for use?

Answer: No, the amendment does not in any significant way increase or decrease the ability to gain benefit from this water. None of the existing NBA customers are going to view advanced Table A as an alternative to acquiring Suisun NBA entitlement. However, if North of Delta allocations are routinely 10% higher, there will be less interest by others in Solano County in acquiring the allocation. The same

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obstacles to laying the Suisun City NBA water off within Solano County or outside of the County and receiving value in some form remains after the amendment, with one exception:

A. The amendment with the SWP will prohibit the use of any Advanced Schedule A water in any year in which allocated Table A water is being exported out of Solano County or Napa County in the form of the turn back pool or a lease or transfer or a request that allocated amounts be stored in Lake Oroville.

B. The amendment with the SWP further requires that before an advance of Table A can be received in a year, all of the carryover in Lake Oroville must first be used.

C. If the North of Delta allocation is, say, 50% and the South of Delta allocation are 40%, no portion of the 10% which means really in that year none of the Table A water may be transferred to other SWP contractors through the turnback pool or by agreement.

This is the part of the already existing, and now stiffer, subtle discouragement of transfers we see through the Amendment.

You can imagine that this could pit one Solano County NBA contractor at others, and leaves the overall direction to be that SWP water under Table A will not be sold or exchanged out of the area.

The picture is one of an amendment being sought under the County of Origin theme, the SWP countering that they want less Article 21 water sold and more capital repaid and they want less of the transfers, exchanges and carryover requests from North of Delta users. Everyone gets what they want but what is of real value is not very clear.

The pricing conditions and ability to store in Lake Oroville remain and the terms of the Amended agreement do not seem to encourage or discourage substantially another NBA customer in Solano County entity acquiring Suisun City's water if there is a prolonged drought but discourage that acquisition in normal water conditions. It is possible to imagine a Solano County NBA customer that takes Advanced Schedule A deliveries getting into the third or fourth year of the repayment period and facing repayment, recognizing that paying Suisun for its allocation in year five might be a good way to make repayment painless. The pricing of the water is fair and equitable between the NBA contractors under the Amendment, but when the water is not used or consumed and the price must be paid because it cannot be turned back to the SWP (there would still

To: Suisun-Solano Water Authority
Re: Amendments to the North Bay Aqueduct for City of Suisun and Suisun-Solano Water Authority
Date: September 19, 2013

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be some costs of the NBA) or it is not desired by other Solano or NBA customers, or storage in Lake Oroville after paying all NBA costs does not increase the change of a transfer for a greater payment, the problems remain unchanged.

Question 4: What are some of the other terms and provisions of the agreement which are being modified?

Answer. Generally, the NBA has been operated on the basis that every member has the right to demand their share of the Table A. The Agency has added language which states:

“ . . . The Agency may allocate annual entitlement and Advance Table on some other basis if such is required to meet minimum demands of Participating Agencies for domestic supply, fire protection or sanitation during the year.”

Previously, the Agency had a right to proportion the water among the Table A entitlement percentages, but if an Agency did not request its full share, SCWA retained the right to allocate the unrequested share (or now the unrequested Advanced Table A amount) based upon the SCWA judgment as to that Solano County Member's alternate water supply conditions and the total supply from all sources of the member requesting the water and the potential impacts of a lack of water upon the economy, public health and welfare. We think the new language continues to make it difficult for SCWA in a horrendous drought to take water from the NBA supplies for one area and allocate it to another unless there is a proven emergency on the basis of public health emergency conditions, but this threat remains.

Question 5: Is there a new provision providing for the use of capacity of the NBA to Wheel water from other sources?

Answer. Yes. The Agreement specifically provides that if there is unutilized capacity in the NBA and the Agency has authority over that available Contract, the capacity will be divided between those requesting the use of the unutilized capacity in accordance with the Table B percentages. Those percentages are established for each contractor in the original Agreement and remain the same.

To: Suisun-Solano Water Authority
Re: Amendments to the North Bay Aqueduct for City of Suisun and Suisun-Solano Water Authority
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Question 6: Miscellaneous Terms

Discussion: It could have been argued that Dixon or Rio Vista, who have not exercised their rights to obtain Table A water, should have some lesser priority through the ability to ask for Advanced Table A water. Instead, the Agreement indicates that when they commence to take deliveries, they will have their proportional share of the right to ask for Advanced Table A Water.

Question 7: What should we take away from these proposed amendments?

Answer. 1. Suisun City has a right to purchase NBA water at 100% allocation (1,300 ac/ft per year maximum Table A entitlement); 3% of the NBA capacity. The past practice of declaring a statewide percentage delivery of SWP water has resulted in water being available North of the Delta and being sold on a surplus basis rather than on a guarantee to be paid by the participating entities of the SWP on an allocated basis at the Delta water rate. Thus, the SWP has lost large amounts of money in the past because if extra water was used by the NBA water contractors, it was generally classed as Article 21 Water if in excess of, say, the declared 50% allocation.

2. The second thing to remember is no one knows how long a drought will last and in a true long drought, asking for an advance of water under Table A allocations does not harm the SWP and take water away from other contractors if there is a requirement of repayment within a certain period of time. Unless an NBA contractor has storage, asking for an advance is more costly and risky. Because the City of Suisun has never relied upon NBA water and the SSWA is unlikely to rely upon it, except as to its transferability to ag uses or other NBA contractors, this should not be a major factor.

3. Article 21 Water is also known as "interruptible water" and it is available for unpredictable periods of time. Article 21 Water has become more important and so a section of the Agreement has been added to the SCWA Members Contract providing for allocation of Article 21 Water when it is available among those requesting and providing for SWP project power allocations. We think there will be less Article 21 Water because the SWP will raise the North of Delta allocations above the South of Delta allocations. SCWA will use more tax money to pay for water now labeled "Entitlement Water" not Article 21 Water.

4. Carryover Water is water that is not utilized from Table A amounts used and available in a prior year which, of course, must be paid for because Table A amounts are required to be paid whether the water is demanded or not

To: Suisun-Solano Water Authority
Re: Amendments to the North Bay Aqueduct for City of Suisun and Suisun-Solano Water Authority
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but is carried over in Lake Oroville. The water can be carried over in the SWP but the question was whether or not a party would be exempted from SWP costs to SCWA when the Carryover Water was delivered. The SCWA Member Amended Agreement answers the question by saying that if the Carryover Water in any year results in more than Table A amounts allocated for that year being delivered to a Participating Agency, that Participating Agency will have to pay for additional SWP power, but if the Carryover amount simply equals the Table A allocation. The reason, of course, is that power is paid by SCWA and charged to Participating Agencies as if a Participating Agency had taken all of the annual entitlement amount and would have, therefore, prepaid for the Carryover.

5. Flexibility. The final thing to remember is the flexibility of being able to carry over storage in Monticello Reservoir. This Agreement with the DWR will restrict and prevent the selling of North of Delta allocation by NBA Solano County contractors above the percentage of the South of Delta allocation to the turn back pool of the SWP or outside the County. Because most of the costs of North of Delta allocation are paid by Solano County taxes, this is a bigger issue in Napa and the Feather River NBA customers. However, if NBA allocated water is increased, it seems likely that less water will be carried over in those Solano City Monticello entitlements, but the lower treatment costs may still lead to full use of the Monticello entitlements of Suisun instead of NBA water.

6. NBA Aqueduct Alignment Costs. One other area which we particularly inquired of SCWA was whether or not the percentages for reimbursement of extra costs incurred due to the NBA alignment choices made in the early 1960s which were to be reimbursed to Napa remain in effect until 2037. A provision contemplated that the SCWA would establish a tax rate for the payment of that 16.375% of \$312,000 annually through 2036. In fact, that additional tax assessment by SCWA was never established, and the charge is added to the NBA water costs of Suisun City, Fairfield and Vallejo costs. Presumably, this was agreed to by the predecessors of the current council of Suisun City as equitable, but due to Prop 13, if it had been assessed, a totally different method of collection would have resulted. It could be inquired if Prop 13 voter approval or debt authorization occurred prior to 1978.

We would be happy to talk with the members of the Authority and the City Council of the City of Suisun if you are interested in any other areas or subjects. Water contracts and the history of the NBA system in Solano County is, indeed, interesting. This Contract appears to keep up with the developments in regard to some practices which have developed in the past – Carryover Water, a greater importance to Title 21 or Interruptible Water, the concept that Advanced Table A water may be of advantage to be

To: Suisun-Solano Water Authority
Re: Amendments to the North Bay Aqueduct for City of Suisun and Suisun-Solano Water Authority
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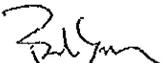
Page 9

ordered by an entity, understanding that limits on the total water available will occur, and that there could be a requirement of repayment of Advanced Table A water at the most inopportune times and that there are economic impacts from taking Advanced A water to the party requesting it. The operating criteria for treatment plants capable of using NBA water further make this source and the benefits of the amendment terms very uncertain.

We can go into any further detail that will be helpful to you in any regard you wish.

Very truly yours,

MINASIAN, MEITH, SOARES,
SEXTON & COOPER, LLP

By: 

PAUL R. MINASIAN

PRM:jb/dd
Enclosure
S:\Denise\SID\SSWA Itr re amended Contract.wpd

AGENDA TRANSMITTAL

MEETING DATE: October 1, 2013

JOINT AGENDA ITEM: Extension of Employment Contract for the City Manager/Executive Director:

- a. **Council** Adoption of Resolution No. 2013-___: Approving Amendment No. 5 to the Employment Contract with the City Manager to Extend the Term to March 31, 2015; and
- b. **Agency** Adoption of Resolution No. SA 2013-___: Approving Amendment No. 5 to the Employment Contract with the Executive Director to Extend the Term to March 31, 2015.

FISCAL IMPACT: There would be no fiscal impact.

STAFF REPORT: Consistent with the Employment Contract with the City Manager/Executive Director, the City Council/Agency has evaluated the performance of the City Manager/Executive Director. Based on that evaluation, and as reported out of closed session on September 17, 2013, the City Council/Agency has decided to grant an extension of the Employment Contract with the City Manager/Executive Director to March 31, 2015.

Given the challenging economic climate and the financial pressures that the City/Agency is facing due to the elimination of the redevelopment agency and the economic downturn, the City Manager/Executive Director will not be awarded a salary adjustment or bonus at this time. As a result of the annual performance evaluation of the City Manager/Executive Director and with an interest in stability during the challenging fiscal times facing the City/Agency, the Parties have agreed to amend the Employment Contract between the City/Agency and City Manager/Executive Director to extend it to March 31, 2015.

RECOMMENDATION: It is recommended that the:

1. **Council** adopt Resolution No. 2013-__: Approving Amendment No. 5 to the Employment Contract with the City Manager to Extend the Term to March 31, 2015; and
2. **Agency** adopt Resolution No. SA 2013-__: Approving Amendment No. 5 to the Employment Contract with the Executive Director to Extend the Term to March 31, 2015; and

ATTACHMENT:

1. Resolution No. 2013-__: Approving Amendment No. 5 to the Employment Contract with the City Manager to Extend the Term to March 31, 2015.
2. Resolution No. SA 2013-__: Approving Amendment No. 5 to the Employment Contract with the Executive Director to Extend the Term to March 31, 2015

PREPARED BY:

Ronald C. Anderson, Jr., Assistant City Manager

REVIEWED/APPROVED BY:

Ronald C. Anderson, Jr., Assistant City Manager

RESOLUTION NO. 2013 - __

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING AMENDMENT NO. 5 TO THE AGREEMENT WITH THE CITY
MANAGER TO EXTEND THE TERM TO MARCH 31, 2015**

WHEREAS, the City of Suisun City entered into an Employment Contract with Suzanne Bragdon to serve as City Manager effective August 16, 2005; and

WHEREAS, said Employment Contract has been revised from time to time by Amendments Nos. 1 – 4; and

WHEREAS, pursuant to the Employment Contract, the annual performance evaluation of the City Manager was conducted on September 17, 2013; and

WHEREAS, given the challenging economic climate and the financial pressures that the City is facing due to the elimination of the redevelopment agency and economic downturn, the City Manager will not be awarded a salary adjustment or bonus at this time; and

WHEREAS, through the annual performance evaluation of the City Manager and with an interest in stability during the challenging fiscal times facing the City, the Parties have agreed to amend the Employment Contract between the City and City Manager to extend the contract to March 31, 2015 with the initiation of the next evaluation process no later than February 1, 2014 in order to be completed by March 31, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves Amendment No. 5 to the Employment Contract as provided in the attached.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City duly held on Tuesday, the 1st day of October 2013, by the following vote:

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

WITNESS my hand and the seal of said City this 1st day of October 2013.

Linda Hobson, CMC
City Clerk

**EMPLOYMENT CONTRACT
AMENDMENT NO. 5**

The Parties agree that the Employment Contract shall be amended to read as follows:

3. Term of Agreement.
 - A. The Term of this Agreement shall run through March 31, 2015. Not later than February 1, 2014, Employer and Employee shall discuss the employment arrangement between Employer and Employee and the mutual interest in furthering the employment arrangement beyond the Term of this Agreement.

10. Performance Evaluation.
 - A. Beginning as soon as practicably possible, Employer and Employee shall meet to develop goals and performance objectives for the period ending February 2014. Every six months, in January and July, Employer and Employee will meet to review the goals and performance objectives which they mutually determine are necessary for the proper operation of the City/Agency to attain the City Council's/Agency's policy objectives. As a part of this review, Employer and Employee shall establish the relative priorities among these various goals and objectives.

 - B. Employer shall initiate the review and evaluate the performance of Employee not later than February 1st each year, and it shall conclude the evaluation process not later than March 31st each year. This annual review and evaluation shall be in accordance with specific criteria developed jointly by City Council/Agency and Employee. Such criteria may be added to or deleted as City Council/Agency may from time to time determine in consultation with Employee.

All other provisions of the existing Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 5 of the Employment Contract by and between the City of Suisun City/Successor Agency to the Redevelopment Agency of the City of Suisun City and Ms. Suzanne Bragdon on this 1st day of October, 2013.

Employer:

Attest:

By: _____
Mayor/Chair Sanchez

By: _____

Employee:

By: _____
Suzanne Bragdon

RESOLUTION NO. SA 2013 - __

A RESOLUTION OF THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY APPROVING AMENDMENT NO. 5 TO THE AGREEMENT WITH THE EXECUTIVE DIRECTOR TO EXTEND THE TERM TO MARCH 31, 2015

WHEREAS, the Redevelopment Agency of the City of Suisun City entered into an Employment Contract with Suzanne Bragdon to serve as Executive Director effective August 16, 2005; and

WHEREAS, said Employment Contract has been revised from time to time by Amendments Nos. 1 – 4; and

WHEREAS, on February 1, 2012, the Redevelopment Agency of the City of Suisun City was replaced by the City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City; and

WHEREAS, pursuant to the Employment Contract, the annual performance evaluation of the Executive Director was conducted on September 17, 2013; and

WHEREAS, given the challenging economic climate and the financial pressures that the Agency is facing due to the elimination of the redevelopment agency and economic downturn, the Executive Director will not be awarded a salary adjustment or bonus at this time; and

WHEREAS, through the annual performance evaluation of the Executive Director and with an interest in stability during the challenging fiscal times facing the Agency, the Parties have agreed to amend the Employment Contract between the Agency and Executive Director to extend the contract to March 31, 2015 with the initiation of the next evaluation process no later than February 1, 2014 in order to be completed by March 31, 2014.

NOW, THEREFORE, BE IT RESOLVED that the City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City hereby approves Amendment No. 5 to the Employment Contract as provided in the attached.

PASSED AND ADOPTED at a regular meeting of the City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday, the 1st day of October 2013, by the following vote:

AYES:	Boardmembers:	_____
NOES:	Boardmembers:	_____
ABSENT:	Boardmembers:	_____
ABSTAIN:	Boardmembers:	_____

WITNESS my hand and the seal of said City this 1st day of October 2013.

Linda Hobson, CMC
Secretary

**EMPLOYMENT CONTRACT
AMENDMENT NO. 5**

The Parties agree that the Employment Contract shall be amended to read as follows:

3. Term of Agreement.
 - A. The Term of this Agreement shall run through March 31, 2015. Not later than February 1, 2014, Employer and Employee shall discuss the employment arrangement between Employer and Employee and the mutual interest in furthering the employment arrangement beyond the Term of this Agreement.

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 - B. Employer shall initiate the review and evaluate the performance of Employee not later than February 1st each year, and it shall conclude the evaluation process not later than March 31st each year. This annual review and evaluation shall be in accordance with specific criteria developed jointly by City Council/Agency and Employee. Such criteria may be added to or deleted as City Council/Agency may from time to time determine in consultation with Employee.

All other provisions of the existing Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 5 of the Employment Contract by and between the City of Suisun City/Successor Agency to the Redevelopment Agency of the City of Suisun City and Ms. Suzanne Bragdon on this 1st day of October, 2013.

Employer:

Attest:

By: _____

By: _____

Mayor/Chair Sanchez

Employee:

By: _____

Suzanne Bragdon

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,**

AND HOUSING AUTHORITY

TUESDAY, SEPTEMBER 17, 2013

7:00 P.M.

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

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting will include teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585. This Notice and Agenda will be posted at the teleconference location.

ROLL CALL

Mayor Pro Tem / Vice-Chairman Hudson called the Meeting to order at 5:00 PM with Council / Board Members Day (by teleconference), Hudson, Segala, Wilson. Mayor Sanchez was absent
Pledge of Allegiance was led by Council Member Segala.
Invocation by Pastor Steve Kiefer

7:06 PM – Mayor Sanchez arrived and moved Presentations to the top of the Agenda.

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

1. Proclamation and Presentation by O. Johnson, of Team Solano, and Captain Jonathon Harvey, of Suisun City KROC Center regarding SOFITCITY for 2013.

Mayor Sanchez read and Council Member Wilson presented the Proclamation to O. Johnson and Captain Harvey.

2. Presentation of Proclamation to Patricia McKnight, Corresponding Secretary of the Chief Solano Chapter of the National Society Daughters of the American Revolution, Proclaiming September 17-23, 2013 as Constitution Week in Suisun City.

Mayor Sanchez read and Council Member Hudson presented the Proclamation to Patricia McKnight.

3. Presentation by Max Villalobos, Senior Vice President/Hospital Administrator Kaiser Permanente and Dilemma Harris, Public Affairs Manager, on the Kaiser Permanente Trauma Center.

Mr. Villalobos provided information about Kaiser Permanente Trauma Center in Vacaville which is a Level 2 surgery center with 24/7 neurosurgeons on staff.

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).

Amit Pal, of PG&E, reported partnering with Rising Sun Energy Center which has the Youth Energy Services where local youth are trained to do free energy efficient inspections.

George Guynn expressed concern about constructing new units and not maintaining the infrastructure.

REPORTS: (Informational items only.)**4. Mayor/Council - Chair/Boardmembers**

Council Member Segala reported Captain Harvey would give an invocation in November, reported the Senior Center project was near completion, and requested spreadsheet with all CDBG grant expenditures.

Council Member Wilson reported on Fresh Voices Forum held last Saturday and stated next Forum would be November 9

Mayor Sanchez reported attending the following events: September 10-Dedication of the Garden of Serenity at the Suisun-Fairfield Cemetery; September 11-State Route 12 committee meeting, STA meeting, and at the Fire Station dedication of New York City steel beam commemorating 911; September 12-Solano County Water Agency Meeting, and the Cities and Counties Coordinating Council meeting; September 16-Fairfield-Suisun Sewer District executive board meeting.

Council Member Wilson reported having a Community Forum last Saturday and would be having another on November 9.

5. City Manager/Executive Director/Staff – Status Report on General Plan Update – (Wooden).

- Guiding Principles & Policies.
- GPU next steps.

7:47 PM – Council Member Day arrived.

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 Day reported conflict of interest with Item 10 (Main Street West).

CONSENT CALENDAR**City Council**

6. Council Adoption of Resolution No. 2013-53: Association of Bay Area Governments San Francisco Bay Area Regional Energy Network Contract. – (Wooden).
7. Council Adoption of Resolution No. 2013-___: Designating the Solano Transportation Authority's Countywide Bicycle Advisory Committee (BAC) and Countywide Pedestrian

Advisory Committee (PAC) to Act as the BAC and PAC for the City of Suisun City – (Kasperson).

- 8. Council Adoption of Resolution No. 2013-54: Award Architect Contract Train Depot Project – (Kasperson).

Joint City Council / Suisun City Council Acting as Successor Agency

- 9. Council/Agency Approval of the August 2013 Payroll Warrants in the amount of \$497,236.93. Council/Agency Approval of the August 2013 Payable Warrants in the amount of \$1,768,545.12 – (Finance).

Council Member Segala and Mayor Sanchez requested Item 7 be pulled and continued to a future meeting.

Motioned by Council / Board Member Segala and seconded by Mayor / Chairman Sanchez to approve Consent Calendar Items 6, 8 and 9. Motion carried unanimously.

GENERAL BUSINESS

Joint City Council / Suisun City Council Acting as Successor Agency

- 10. Discussion and Direction on Proposed Amendments to the Main Street West DDA – (Garben)

7:52 PM – Council / Board Member Day left the Council Chambers due to conflict of interest.

8:54 PM – Council Member Hudson left the Council Chambers.

Direction was given to move forward with the agreement with the suggested amendments and receive data regarding the fees.

8:55 PM – Council Member Hudson returned to the Council Chambers.

PUBLIC HEARINGS: None

8:51 PM – Council Day returned to the Council Chambers.

CL OSED SESSION

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

City Council

- 11. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Name of Case: Brown v. City of Suisun City - Case # ADJ8209521

8:52 PM – Mayor Sanchez recessed the Council Meeting for a ten minute break.

9:05 PM – Mayor Sanchez reconvened the Council to Closed Session.

CONVENE OPEN SESSION

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

11:43 PM – Mayor Sanchez reconvened the Council and stated no decision was made on the above item in Closed Session.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the Council at 11:43 PM.

Linda Hobson, CMC
City Clerk

M I N U T E S

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

**SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,**

TUESDAY, SEPTEMBER 17, 2013

7:00 P.M.

(or immediately following the regular meeting of the Suisun City Council)

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

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting will include teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585. This Notice and Agenda will be posted at the teleconference location.

9:05 PM – Mayor Sanchez reconvened the Council to Closed Session.

ROLL CALL

Council/Board Members

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.)

CLOSED SESSION

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

Joint City Council / Suisun City Council Acting as Successor Agency

1. PERSONNEL MATTERS

Pursuant to California Government Code Section 54954.5 et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager/Executive Director.

CONVENE OPEN SESSION

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

11:42 PM – Mayor Sanchez reconvened the City Council to report the City Council had unanimously voted to extend the City Manager’s contract for an additional six month term through March 31, 2015 and with a further evaluation of the City Manager to be completed by March 31, 2014. The Council shall complete the goal setting for that evaluation of the City Manager as soon as reasonably practical.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the Council at 11:43 PM.

Linda Hobson, CMC
City Clerk

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, SEPTEMBER 10, 2013

6:00 P.M.

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

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting will include teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585. This Notice and Agenda will be posted at the teleconference location.

ROLL CALL

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

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.)

CLOSED SESSION

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

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

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

6:00 PM – Mayor Sanchez recessed the City Council to Closed Session.

CONVENE OPEN SESSION

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

6:55 PM – Mayor Sanchez reconvened the City Council and stated no action was taken in Closed Session.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 6:50 PM.

Linda Hobson, CMC
City Clerk

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,

TUESDAY, SEPTEMBER 3, 2013

5:00 P.M.

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

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting will include teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585. This Notice and Agenda will be posted at the teleconference location.

ROLL CALL

Mayor / Chairman Sanchez called the Meeting to order at 5:00 PM with Council / Board Members Day (by teleconference), Hudson, Segala, Wilson, and Mayor Sanchez 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 - None

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

CLOSED SESSION

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

City Council

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

City Council

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Name of Case: Brown v. City of Suisun City - Case # ADJ8209521

Joint City Council / Suisun City Council Acting as Successor Agency

3. PERSONNEL MATTERS

Pursuant to California Government Code Section 54954.5 et seq. the Suisun City Council will

hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager/Executive Director.

City Council

4. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Name of case: Rankin v. Suisun Police Department, et al - Case # 2:11-CV-0145-MCE-JFM
5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to litigation pursuant to Government Code Section 54956.9(b): Three potential cases.
6. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Name of case: David Fong v. City of Suisun City Case # FCS038343

Joint City Council / Suisun City Council Acting as Successor Agency

7. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Name of Case: City of Suisun City v. State of California, Department of Finance, et al; Case #34-2013-00146458.

5:03 PM – Mayor / Chairman Sanchez recessed the City Council to Closed Session.

CONVENE OPEN SESSION

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

7:33 PM – Mayor / Chairman Sanchez reconvened the City Council and the City Attorney reported the following:

The City Council had a mandatory settlement conference in the Solano County Superior Court the past Wednesday, August 28. At that mandatory settlement conference, Judge Kays of the Superior Court, recommended the City accept a settlement of \$15,000 paid to David Fong for legal fees to fully and finally resolve that case as well as an industrial disability retirement effective August 11, 2011, the date the law suit was filed subject to final approval by CALPERS and as well as final approval of the Court. The settlement which was recommended by the Superior Court has unanimously been approved by the City Council.

There was no reportable action on the other items discussed in Closed Session.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 7:33 PM.

Linda Hobson, CMC
City Clerk

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,

AND HOUSING AUTHORITY

TUESDAY, SEPTEMBER 3, 2013

7:00 P.M.

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

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting will include teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585. This Notice and Agenda will be posted at the teleconference location.

ROLL CALL

Mayor / Chairman Sanchez called the Meeting to order at 7:05 PM with Council / Board Members Day (by teleconference), Hudson, Segala, Wilson, and Mayor Sanchez present. Pledge of Allegiance was led by Council / Board Member Segala. Invocation by Pastor Rick Stonestreet

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).

William Hampton expressed concern about the hold up of the construction of Walmart.

George Guynn expressed concern about the cost of the bicycle rack in front of City Hall.

REPORTS: (Informational items only.)

1. Mayor/Council -Chair/Boardmembers

Council / Board Member Segala reported attending numerous events and receiving phone calls about the abatement of weeds on the stream project and the pot holes on Village Drive by Chipman.

Council / Board Member Hudson reported attending 4th annual celebration of the Levin and expressed concern about abandoned shopping carts and furniture around town.

Council / Board Member Wilson reported attending the Public Safety Academy Dinner, the Waterfront Mixer, and the Kaiser trauma center opening in Vacaville and announced she would hold another community forum on September 14 at Calvary Baptist Church at 10 AM.

Council / Board Member Day thanked staff and the seniors for putting on a lovely program and reported meeting with Bay Homes and the School District in ad hoc committees.

2. City Manager/Executive Director/Staff - None

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.)

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Presentation by Wayne Lewis, Assistant Public Works Director - Transportation, City of Fairfield, on "Fairfield and Suisun Transit (FAST) Short Range Transit Plan (SRTP)".

Mr. Lewis made a power point presentation of the Short Range Transit Plan.

CONSENT CALENDAR

City Council

4. Council Adoption of Ordinance No. 723: Amending Chapter 18.54 of Title 18 Zoning, Adding a Provision for Special Sign Overlay Districts (Ordinance Introduced and Reading Waived on August 27, 2013) - (Wooden).

Suisun City Council Acting as Successor Agency

5. Receiving and Accepting a Recognized Obligation Payment Schedule (ROPS) for the Period of January to June 2014 – (Garben).

Motioned by Council Member Segala and seconded by Council Member Wilson to approve Consent Calendar. Motion carried unanimously.

GENERAL BUSINESS

City Council

6. Council Adoption of Resolution No. 2013-52: Determining Whether a Commercial/Residential Land Use Proposal is Consistent with the City's Adopted Revenue-Based Land Use Policy – (Garben).

Motioned by Council Member Wilson and seconded by Council Member Segala to adopt Resolution No. 2013-52 with the following changes:

**Resolution changed where it reads 1.5 acres will change to not less than 1.5 acres.
Exhibit A changed 4b If a commercial project has not commenced, Developer shall within 6-months of the issuance of a grading permit proceed with the landscaping...**

Motion carried by the following vote:

AYES: Council Members Wilson, Segala, Sanchez

NOES: Council Member Day, Hudson

PUBLIC HEARINGS: None

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 9:35 PM.

Linda Hobson, CMC
City Clerk

MINUTES

SPECIAL MEETING OF THE
SUISUN CITY COUNCILSUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,

TUESDAY, AUGUST 27, 2013

5:30 P.M.

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

TELECONFERENCE NOTICE*Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting will include teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585. This Notice and Agenda will be posted at the teleconference location.***ROLL CALL**

Mayor / Chairman Sanchez called the Meeting to order at 5:30 PM:

Present: Council/Board Present: Day, Hudson, Segala and Mayor Sanchez.

Absent: Council/Board Member: Wilson

PUBLIC COMMENT: None**CONFLICT OF INTEREST NOTIFICATION:** None

Council/Board Member Wilson arrived at 5:50 p.m.

CLOSED SESSION

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

Joint City Council / Suisun City Council Acting as Successor Agency1. **PERSONNEL MATTERS**

Pursuant to California Government Code Section 54954.5 et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager/Executive Director.

7:20 PM – Mayor Sanchez recessed Closed Session to immediately follow the regular Council Meeting and announced no decisions were made in Closed Session regarding Item 1, Personnel Matters.City Council2. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Name of case: Rankin v. Suisun Police Department - Case # 2:11-CV-0145-MCE-JFM

3. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Name of case: David Fong v. City of Suisun City Case #: # FCS038343

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

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

9:20 PM - Mayor Sanchez reconvened Closed Session

CONVENE OPEN SESSION

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

10:50 PM – Mayor Sanchez announced no decisions were made in closed Session.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 10:50 PM

Donna Pock, CMC
Deputy City Clerk

M I N U T E S

REGULAR MEETING OF THE SUISUN CITY COUNCIL

SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,

AND HOUSING AUTHORITY

TUESDAY, AUGUST 27, 2013

7:00 P.M.

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

TELECONFERENCE NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting will include teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585. This Notice and Agenda will be posted at the teleconference location.

(Next Ord. No. – 723)

(Next City Council Res. No. 2013 – 49)

Next Suisun City Council Acting as Successor Agency Res. No. SA2013 – 03)

(Next Housing Authority Res. No. HA2013 – 04)

ROLL CALL

Mayor / Chairman Sanchez called the Meeting to order at 7:25 PM:

Present: Council/Board Member: Day, Hudson, Segala, Wilson and Mayor Sanchez.

Pledge of Allegiance was led by Mayor Pro Tem Hudson.

Invocation was given by Rajan Zed, President, Universal Society of Hinduism

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).

George Guynn commented on WalMart.

Vesta Thompson presented an update on the Children's Memorial Garden.

Laura Calderon commented on the article on Suisun City in the Sacramento Town Magazine.

REPORTS: (Informational items only.)

1. Mayor/Council -Chair/Boardmembers

Council / Board Member Hudson

- Attended the California Association of Sanitary Agencies Conference and will make a report at the Sewer District Meeting that includes attending a presentation on Board Succession Planning, Ethics in Office and waste water issues.

- Met with representatives in the east end of town and a potential developer.

Mayor / Chair Sanchez

- Attended the following:
 - Senior Center Grand Opening
 - Solano Transit Meeting in Vallejo.
 - California Association of Sanitary Agencies Conference

2. . City Manager/Executive Director/Staff

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.)

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Presentation of Proclamation to Fire Chief Mike O'Brien Proclaiming September 2013 as "National Preparedness Month".

Mayor Sanchez accepted the proclamation on behalf of Fire Chief O'Brien.

4. Presentation of Certificates of Appreciation for Participation in the Fourth of July Activities.

Mayor Sanchez and Council recognized organizations, volunteers and employees who participated in the July 4th event in Suisun City. Certificates of Appreciation were presented by Department Heads.

CONSENT CALENDAR

City Council

5. Council Adoption of Resolution No. 2013-49: Adopting Certain Findings and Policy Directives for the Selection of a Nonprofit Organization to Operate the Fourth of July Beer Garden Concession – (Jessop/O'Brien).
6. Council Adoption of Resolution No. 2013-50: Authorizing the City Manager to Recruit and Appoint a Police Officer for an Anticipated Opening – (Dadisho).

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

7. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on July 16, 2013 – (Hobson).
8. Council/Agency/Authority Accept the Investment Report for the Quarter Ending June 30, 2013 – (Garben).

Joint City Council / Suisun City Council Acting as Successor Agency

9. Council/Agency Approval of the July 2013 Payroll Warrants in the amount of \$521,838.32. Council/Agency Approval of the July 2013 Payable Warrants in the amount of \$623,236.42 – (Finance).

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

PUBLIC HEARINGS

10. PUBLIC HEARING

Council Consideration, Waiver of Reading, and Introduction of Ordinance No. 723: Amending Title 18 Zoning, Chapter 18.54 "Signs", Adding a Provision for Special Sign Overlay Districts - (Wooden).

Mayor Sanchez opened the public hearing.

Bruce Bishop addressed Council questions, and commented on regulations for pylon signs and sign reduction issues.

Becky Hall, Hall Equities Group, representing new owners of Sunset Shopping Center, spoke in support of the pylon sign.

Hearing no comments, Mayor Sanchez closed the public hearing.

Motioned by Council / Board Member Hudson and seconded by Council / Board Member Day to Waive Reading and Introduce Ordinance No. 723. Motion carried unanimously.

GENERAL BUSINESS

City Council

11. Council Adoption of Resolution No. 2013-51: Approving the Suisun City Police Department Recruitment and Retention Action Plan – (Bragdon).

Sergeant Healy, representing Suisun City POA, commented that the POA is on-board with the plan,

Motioned by Council / Board Member Segala and seconded by Council / Board Member Day to adopt Resolution No. 2013-51. Motion carried unanimously.

ADJOURNMENT

Mayor Sanchez adjourned the meeting at 9:20 PM in memory of Spiros Kontogiannis, owner of Athenian Grill. Spiros was a business partner with the City from the start and believed in our City's vision of a vibrant downtown.

Donna Pock, CMC
Deputy City Clerk

AGENDA TRANSMITTAL

MEETING DATE: October 1, 2013

CITY AGENDA ITEM: PUBLIC HEARING: Council Adoption of Resolution No. 2013-__ : Approving a Preferred Land Use Alternative for the 2035 General Plan Update.

FISCAL IMPACT: All costs associated with this item are included in the adopted budget.

BACKGROUND: The General Plan Update (GPU) has proceeded as follows:

- **April 2010** – The City Council initiated the General Plan Update (GPU) process by awarding a consultant contract to AECOM.
- **August 2010** – The Council discussed the Guiding Principles that should be used by staff and the consultant in developing the GPU. One focus of the guiding principles is to plan development that can ensure the fiscal viability of the City, since there is a finite amount of vacant land left within the City's sphere of influence. The GPU must concentrate on allocating resources in the best interests of the community as a whole.
- **September 2011** – The Council initiated the Preferred Land Use Alternative (PLUA) identification process, leading to the analysis of the impacts of the land uses identified in the PLUA in the GPU EIR and, ultimately, the adoption of a final GPU Land Use Map which may vary from the PLUA.
- **September 2011 – July 2012** – Staff worked through a number of issues tied to the process of identifying and confirming a Preferred Land Use Alternative including the assessment of light industrial and commercial uses south of Petersen raised by the landowners (versus the recommendation generated by the Planning Commission); introduction of ICEMAP, a Federal study assessing air force bases (including Travis) on local compatibility and encroachment matters; density and infrastructure challenges of proposed uses by the landowner; consideration of a revised land use plan by the property owners for land south of Petersen; among other things.
- **July 3, 2012** – Due to concerns about the total impacts of future development within the sphere of influence on both the east and west sides of the City, staff brought forward an item to City Council with options for land use designations on both sides of the City. At that meeting, Council gave direction to remove the residential component from the west side, and analyze only the commercial impacts.

Regarding the east side of town, the Council reviewed multiple options, including:

- GPU EIR analyzes the intensity of use proposed by property owners on the City's east side (2,722,500 square feet of development); or
- Property owners required to demonstrate the viability of the proposed designations through a market feasibility study and traffic study or other similar quantitative analysis; or

PREPARED BY:
REVIEWED BY:
APPROVED BY:

John Kearns, Associate Planner
 April Wooden, Community Development Director
 Suzanne Bragdon, City Manager



- Use the proposed Commercial designation but identify the area proposed for Limited Industrial as a “study area” designation for future analysis (with a project); or
- Require the development of a Specific Plan for the east side properties, paid for by the property owners or the City.

Rather than provide direction to staff, Council chose to establish an ad hoc committee, comprised of Councilmember Day and Derting (who was later replaced by Councilmember Wilson). The committee has met over the course of the past number of months to discuss proposed east side land uses, land use intensity, encroachment issues regarding Travis Air Force Base (TAFB), and circulation. During this period of time, development activity has picked up downtown through Main Street West Partners. Given the interest to incorporate into the PLUA process actual potential development downtown, the discussion of the PLUA by the Council has been delayed. This was done to save time and money by including proposed development assumptions into the PLUA analysis process. These assumptions are discussed below. No clear consensus was reached by the ad hoc committee regarding the east side uses, so this report addresses the range of alternatives available to the Council.

- **September 2013** – Staff provided the Council with an update report for the General Plan Update. The report covered the Guiding Principles of the General Plan that were discussed at the August 17, 2010 Council meeting, as well as a General Plan Update timeline. The emphasis of the report was on the fiscal implications of future land use development and the revenue implications of land use designation on the City’s long-term financial health.

At this point in the GPU process, staff is asking the City Council to decide what the preferred land uses are that the consultant should analyze in the GPU EIR. The PLUA that the Council selects at this point in the process does not lock the Council into adopting it as the final Land Use Map in the GPU.

STAFF REPORT: Staff is seeking direction from Council regarding the preferred land use alternative designations on two remaining issues: the east side properties within the City’s sphere of influence, as well as any land use analysis changes that could result from a potential amendment of the Main Street West DDA. This report is organized as follows:

SPHERE OF INFLUENCE – EAST SIDE

1. East Side Issues, Challenges, & Opportunities
2. East Side Preferred Land Use Alternatives
 - a. South Side of Petersen Road Agriculture/Open Space Reserve
 - b. South Side of Petersen Road Mixed Use Alternatives
 - c. South Side of Petersen Road Special Planning Area
 - d. North Side of Petersen Road
3. Evaluation of Preferred Land Uses: Pros and Cons
 - a. Agriculture/Open Space Reserve
 - b. Mix of Commercial/Industrial/Visitor-Serving Land Uses
 - c. Special Planning Area

MAIN STREET WEST ISSUES

NEXT STEPS

SPHERE OF INFLUENCE -- EAST SIDE

1. EAST SIDE ISSUES, CHALLENGES, & OPPORTUNITIES

The area under discussion on the east side of the City lies within the City's sphere of influence, in the area south of Petersen Road, southwest of TAFB, north of Highway 12, and east of Walters Road. It includes a total of about 1,129 acres, all vacant land. Of this, Union Creek Holding, LLC owns about 714 acres. These parcels are located adjacent to and east of Walters Road. This area is considered a City gateway, visible from Highway 12 and Walters Road (Jepson Parkway).

The property's location presents challenges which include:

- Environmental
- Proximity to Travis Air Force Base
- Annexation to the City
- Lack of Adequate Circulation Infrastructure for Development
- Economics and Future Development

These are addressed in more detail below:

Environmental - Parts of this vacant area are environmentally sensitive, having been identified in the draft Habitat Conservation Plan (HCP) as including goldfields, wetlands, and special status species. Cost of development is increased by the requirements to mitigate the impacts of development. The entire southern portion of this area, adjacent to Highway 12, contains wetlands and other environmental challenges. However, once the HCP is adopted, the mitigation requirements will be established, and will be implemented at the local level rather than by state agencies, providing greater certainty to developers regarding both cost and timing.

Proximity to Travis Air Force Base - In addition, the area's location adjacent to TAFB presents issues related to future development. Both the Airport Land Use Compatibility Plan, as well as the Air Installation Compatible Use Zone Program are intended to protect the community's health and safety, while also ensuring minimal negative impact to TAFB's mission. These documents provide guidance for future development in proximity to the Base.

In addition, the Installation Complex Encroachment Management Action Plan (ICEMAP) process being considered for TAFB encourages communities located near military installations to consider potential impacts to these installations that could result from local land use decisions. The ICEMAP process analyzes crucial encroachment data as the underpinning for recommendations to sustain a compatible mission and community through targeted action steps. Areas studied include air and land space restrictions, airborne noise, urban growth, internal encroachment, frequency spectrum, energy, endangered species and critical habitat, wetlands, air quality, clean water and climate change. As a result of meeting with the Department of Defense's consultants, Marstel-Day, it is clear that any development south of Petersen Road will need to be carefully coordinated with TAFB.

An economic diversity study is currently underway (known as Moving SOLANO Forward) is being administered by the County of Solano through a grant from the Office of Economic Adjustment, a field agency of the Department of Defense.

The overarching goals of the project include:

- Conducting an analysis of the economic impact of TAFB.
- Capitalizing on the economic benefit of the Base to the region.
- Developing a countywide economic diversification strategy.

Annexation to the City - Since the property is located within the City's sphere of influence, LAFCO must review the GPU and consider the City's proposed land uses and future development plans in context with LAFCO's legislative authority related to annexation. LAFCO has suggested that a Comprehensive Annexation Plan (CAP) needs to be prepared, outlining the City's intent for annexation, the phased approach to annexation, and an updated Municipal Services Review (MSR) covering any territory anticipated for short term (5 years or less) annexation. The east side property owners have been offered the opportunity to work with the City by contributing to the cost of the CAP and MSR in order to move the annexation forward in a more streamlined approach as part of the work being done on the GPU.

The ICEMAP process, referenced above, was a turning point in the thinking of LAFCO staff regarding annexation. During the initial stage of GPU process, there seemed to be support for a large annexation including hundreds of acres. However, sensitivity to encroachment issues that could affect the installation's mission has resulted in greater concerns regarding potential annexation and resulting development. It now appears that annexation of the parcels within the City's sphere of influence and outside the TAFB safety easement, north of Petersen Road, would be supported since it would eliminate an "island" and connect two existing parts of the City. However, annexation on the south side of Petersen Road is of greater concern and, if approved, would likely be limited to an area immediately adjacent to Walters Road and/or Petersen Road.

In California, recent land acquisitions and conservation easements coordinated by the Department of Defense's Readiness and Environmental Protection Initiative (REPI) have helped to preserve compatible land uses and sustain wildlife at Beale and Vandenberg Air Force bases, Twenty-Nine Palms Marine Corps Air Ground Combat Center, and the Army's Camp Roberts. Whether such proposed conservation easements would be proposed in proximity to TAFB remains to be seen, but the GPU process should be cognizant of potential impacts to the base's mission and should encourage compatible development.

Lack of Adequate Circulation Infrastructure for Development - Unless the land use designation eventually applied to this area in the GPU is Agriculture/Open Space Reserve, it is likely that whatever development was contemplated would not be adequately served by the existing roadway infrastructure. Staff anticipates that traffic studies will show the need for additional turning lanes at the Walters Road/Petersen Road intersection, as well as the completing of the fourth arm of the new Walmart intersection planned midway between Highway 12 and Petersen Road. The specifics of such improvements will be developed during the preparation of the GPU Circulation Element and traffic impact fees, designed to provide "fair-share" contribution to the construction of these improvements will be implemented.

Economics and Future Development - Inquiries by staff to local commercial real estate brokers regarding current real estate demand in the area revealed their belief that there is a significant demand for large blocks of industrial land. It is estimated that the end of the third quarter of 2013, absorption of industrial product will have pushed the occupancy rate above 95% in the Napa/Solano market. Local brokers have indicated that the east side area presents a good opportunity for such development. Among the advantages of this site are its location near

Highway 12, Jepson Parkway, and the upcoming truck stacking lane along Petersen Road; the lack of adjacent residential development; and its proximity to TAFB. These brokers do not anticipate significant retail commercial development, particularly regional-serving retail, on this site primarily due to the availability of other sites in the region that benefit from superior demographics and location characteristics desired by national retailers.

The last time a leakage study of retail spending in the community was completed was in 2007 as part of the Walters Road Development Retail Market Impact Analysis (for Walmart). The report indicated that the Suisun City trade area showed significant leakage in all major retail categories except service stations, with total net retail taxable sales leakage slightly over \$236 million annually. Annual per capita taxable retail sales in Suisun City (for 2005) were \$2,875, in contrast to \$12,693 for Fairfield. Consequently, the majority of the sales tax revenue that is being generated by City residents benefits the General Funds of other cities. The new Walmart located at the northwest corner of Highway 12 and Walters Road should have a significant positive impact on sales tax leakage and per capita metrics associated with retail sales. While additional commercial development would be a revenue generator for the City, the City may need to focus on niche commercial in order to succeed. For example, the City could be successful in attracting commercial uses that are often located in proximity to industrial areas, such as travel centers that provide services for both truckers and visitors, including petroleum sales and ancillary retail sales; automotive-related services such as tires, brakes, and oil changes; and similar uses. These commercial uses would be compatible with light or limited industrial uses, and they would help to address the City's leakage issues. Additionally, there may be opportunities to take advantage of more neighborhood- or community-serving retail opportunities.

2. EAST SIDE PREFERRED LAND USE ALTERNATIVES

South Side of Petersen Road Agriculture/Open Space - All the land within the City's sphere of influence on the east side is designated Agriculture/Open Space Reserve in the current General Plan. The term "reserve" is intended to place lands so designated in a holding status, to be considered for development at such time that they may be needed for urban expansion. Reserve status is not intended to place affected lands in a state where development could not take place until all other lands intended for the same uses are developed. Since it is not currently within the City limits, it is not currently included in the City Zoning Ordinance; however, the County Zoning Map designates it as Agriculture 160 (A-160).

South Side of Petersen Road Mixed Use Alternatives - There are a variety of land use designations and land development patterns that could be applied to the vacant land south of Petersen Road and east of Walters Road, within the City's sphere of influence. Each has its strengths and challenges, including the issues discussed in the constraints section above, as well as the likelihood that certain types of development would occur, the potential revenue generation of various uses, and the difficulty of planning for a 20-year horizon, given the changes that could happen and issues that could arise over two decades.

During the initial phase of the GPU, the Planning Commission recommended for Council consideration a land use pattern that included commercial, destination tourism (which would include visitor-serving uses), and agriculture/open space. (Attachment 2.) The property owners presented a modified version of the Planning Commission's land use pattern that replaced the destination tourism designation with limited industrial. Subsequently, the property owners submitted to staff a land use development pattern that shifted the location of proposed

commercial to a 70-acre parcel at the southwest corner of Walters Road and Petersen Road, with 125 acres of industrially-designated land east of the commercial area. (Attachment 3.) Included in the alternatives presented to the Council in July 2012 were designating the area as a Study Area, or requiring the development of a Specific Plan for the area.

- Planning Commission Alternative - The Planning Commission alternative designated the land along the south side of Petersen Road as Commercial, the land along Highway 12 as Agriculture/Open Space, and the land in between as Destination Tourism. The intent of the Planning Commission version was to create an opportunity to strategically develop commercial across from the Wal-Mart commercial project and increase revenue generation to the City.

The Visitor-Serving/Destination Tourism designation could potentially showcase Suisun City's unique location on the Suisun Marsh, providing for development related to a myriad of outdoor activities, visitor-serving uses such as lodging and restaurants, and positioning the City to benefit from revenue generated from outside the area. It could set Suisun City apart from all the other Solano County, and even Bay Area, cities by creating GPU policies for attracting and serving visitors that would stay and play. This could generate revenue not only on-site, but also for other local businesses patronized by these visitors. In addition, it could create opportunities to serve the extensive truck traffic both on Highway 12 and serving TAFB with the development of a travel center that could generate revenue from petroleum sales, restaurant, and other related services.

Given the environmentally-sensitive nature of the site, there would be room for on-site mitigation as part of project-level development within these designations of Commercial and Destination Tourism.

- Union Creek Holding LLC Alternative - The latest proposal of the property owners of the parcels under discussion is to designate 70 acres of commercial at the southeast corner of Walters Road and Petersen Road and 125 acres of limited industrial east of the commercial. This includes the opportunity to theoretically "tee up" land for commercial development that has the potential to benefit the City fiscally.

The limited or light industrial designation would provide a location for a variety of industrial uses including warehousing, contractor offices and yards, showrooms, research and development and light manufacturing and fabricating. The area is already served by Highway 12 and Jepson Parkway and the GPU Circulation Element could be designed to improve upon this accessibility. The Petersen Road truck stacking lane is an example of infrastructure designed to encourage truck accessibility, which is critical for successful industrial development.

South Side of Petersen Road Special Planning Area - Another concept is to designate all or a part of the site as a "Special Planning Area". The distinction would be that as part of this designation, policies would be adopted in the General Plan to provide direction for future preferred development. This option would provide the Council with time to watch the economic recovery to determine what development is likely to occur and to see what may happen regarding TAFB and its mission, to review the results of the economic diversification strategy mentioned previously, and to work with LAFCO to identify the location and amount of development that the LAFCO commissioners could support. Through the development of GPU Special Planning Area policies, developers would gain clarity regarding the Council's interests and goals, as well as constraints and opportunities, related to the ultimate development of this area.

North Side of Petersen Road - The Council has already designated the undeveloped property on the north side of Petersen Road (and outside the TAFB safety easement) as commercial in the Preferred Land Use Alternative Map. This vacant property includes two primary areas: an 18-acre site (comprised of four parcels) within the existing City boundary and a 55-acre site (comprised of a portion of two parcels) in the City's sphere of influence, located between two City boundaries. This undeveloped area totals approximately 73 acres.

This area, 55 acres, is located between two existing areas of the City. Annexation of this area would eliminate an "island". The current Solano County General Plan designates the land as Agriculture 20 (A-20). This differs from the designation on the property located on the south side of Petersen Road, which is Agriculture 160 (A-160). The difference seems to indicate the greater likelihood of development on the north side versus the south side.

This area was analyzed as a "short-term" (less than five years) annexation in the City's last Municipal Services Review (MSR) completed in 2005. The Planning Commission identified this area as appropriate for a commercial designation. The Petersen Road improvement project, designed to add a stacking lane for trucks entering the TAFB South Gate, will provide unimpeded access to the property on the north side of Petersen Road; however, the truck stacking lane will run almost the entire length of Petersen Road, on the south side. This will make access for commercial development easier on the north side of Petersen Road rather than on the south side.

3. EVALUATION OF PREFERRED LAND USES: PROS & CONS

The three general preferred land use scenarios outlined above include:

- Keep the Agriculture/Open Space Reserve designation; or
- Move forward with a specific mix of commercial/industrial/visitor-serving land uses in the city's eastern sphere of influence; or
- Emphasize near-term development potential north of Petersen and designate the area south of Petersen as a Special Planning Area.

In assessing these three alternatives, the following has been taken into account:

- The City's stated interests of revenue generation.
- Recognition of the impact Travis AFB has on the local economy (along with numerous studies that are underway involving the Base, i.e., ICEMAP, Move Solano Forward/economic diversification and joint-land use analysis).
- Interest in teeing-up *feasible* development through the GP Update.
- LAFCO's reported philosophy on major annexations.

An outline of the pros and cons of each alternative follows:

Agriculture/Open Space Reserve - This alternative would not meet the city's short- and long-term interests of revenue generation. Discussions by the current landowners of turning the property into a conservation easement or mitigation bank if the land use designation is not changed, likewise does not meet the City's fiscal interests (though it is important to note that planning staff from Travis have raised concerns with mitigation banks in areas surrounding the base because of the potential attraction of birds.)

Given LAFCO's communication with City staff, annexation of the 55 acres that connects the current sports field island that is in the City limits with the rest of the City, is not questioned in terms of being a potential for near-term annexation. Such is not the reported case with property located south of Petersen Road. Therefore, if Council is interested in maintaining the status quo, it is recommended that the 55 acres remain designated as retail commercial, with the remaining lands agriculture/open space reserve.

If this option were selected by the City Council, with the intent of future development, the Council would have the ability to consider development proposals on a case-by-case basis, with the caveat that amendments to the GP can occur three times a year. Under this scenario, given that actual development proposals would be assessed on a case by case basis, actual determinations of fiscal impact or impacts on Travis AFB would be known as part of the approval process, similar to what took place with the Gentry Project on the west side of town.

Mix of Commercial/Industrial/Visitor Serving Land Uses - Under this category, as described previously, Council has a land use mix proposed by the landowners, as well as a mix of uses recommended by the Planning Commission. The challenge is, however, that there is no "real project" being proposed to help assess what direction future development may take, and, whether the revenue needs of the City are able to be met.

The property owners have had discussions with local commercial and industrial brokers, which we have followed up with independently. The general sense that is coming from these discussions include:

- Commercial opportunities even across from Walmart and on the 18-acre property north of Petersen that is already in the city limits are very limited; staff was even asked if there was council interest in rezoning the 18-acre parcel to residential.
- The challenges Suisun City faces is with traditional commercial; the customer-traffic is limited in comparison to other commercial sites available through-out the region.
- A specialty project that drives its own traffic is the type of project that would have the biggest impact on future revenue generation in Suisun City, however, such projects are not common; envision a use that draws customers not within a 15- or 20-minute drive time, but a 2-hour or more drive time.
- Industrial demand in the Napa/Solano County region is in greater demand, with industrial absorption pushing the occupancy rate above 95% in this market.
- A conversation with one industrial broker introduced to the Ad Hoc and staff by the landowners, emphasize how property along Highway 12--environmental issues aside--could be more conducive to property located out in Vacaville given that traffic constraints are limited on Highway 12 as compared to the Highway 80; discussions, however, did not raise the question of the 3 million square footage of industrial uses available at Fairfield's Train Station Project, or for that matter, the 87 acre Gentry Property.

What does this mean regarding pros and cons of this alternative?

- From revenue perspective, focusing in on and marketing a traffic-generating, destination commercial project on property supported for short-term annexation (i.e., the 55 acres) would generate more revenue than industrial, while generating positive secondary impacts (development-wise and revenue-wise) on surrounding properties; as such, this type of project approach could help guide future decisions on property south of Petersen Road.
- Alternatively, if the market did not support a commercial driven project on the 55 acres, studying the area as commercial retail at this time, would not preclude the consideration by the Council of industrial at a later date as the environmental impacts would be less.
- Given concerns of the Base, LAFCO and the studies that are underway involving economic diversification, it appears unlikely that short-term annexation is likely south of Petersen, though the preparation of a Comprehensive Annexation Plan (CAP) concurrent with or following the various Base driven studies may allow great future flexibility.
- Moving forward with a mix of land-uses now, versus waiting, does provide a benefit to the current landowners in that a 30,000 foot environmental analysis of whatever designations the Council ultimately approves would be completed as part of the City's GP Update; it likewise "tees up" this property for commercial and industrial development if annexation is ultimately approved.
- Moving forward, while it does have benefits of teeing up the property, could ultimately result in development that does not support the longer-term fiscal needs of the City. If the commercial does happen, great; if business-to-business industrial occurs, likewise great as these projects do generate sales tax – if annexation is ultimately approved.
- Final consideration: In that Travis AFB is a regional economic driver, all levels of government in Solano County have an interest in protecting its future viability and expansion. The timing of land use decisions, in concert with the interests of these various parties, some of which do control future annexation decisions, should be considered politically.

If the Council is interested in this alternative, staff needs general direction on the mix of development interests and density. Based on this direction, planning staff and consultants would develop a specific mix of land uses for the environmental analysis.

Special Planning Area - This alternative, like the others, assumes that the 55 acres north of Petersen would remain designated commercial-retail for purposes of the GP Environmental analysis. South of Petersen, however, would be recommended to be a "Special Planning Area."

As discussed previously, the "Special Planning Area" is a designation that allows the Council to identify in the GP its policy interests for the development of this area. Examples include revenue generation, support of the vitality and future expansion of Travis AFB, visitor serving uses, uses that support the over-riding concept of the City's potential as a tourist destination through 2035, diversification when revenue needs are met, etc.

As compared with the status quo option of “Agriculture/Open Space Reserve”, this alternative documents the council’s overarching interests regarding the type of development projects contemplated for this vast area, without committing to uses short of a “real project.” It provides the development community with more certainty than the status quo, which in turn, helps landowners market the property.

Unlike the option where the Council designates specific land uses, this option does not benefit the landowners by completing the environmental analysis of their preferred vision of how they would like to see the property develop. In turn, this alternative does not provide the same level of certainty to outside developers as identifying specific land uses would. However, ultimate development that is proposed will be able to be assessed and analyzed on a case-by-case basis by the Planning Commission and ultimately the City Council to ensure its policies and interests are met.

Time is money. And while on the face of it, this alternative could delay industrial development opportunities, the ultimate driver is LAFCO, Travis AFB and annexation. This approach, unlike the proposal of actual land use designations, positions the City as a working partner in the area supportive of Travis and its current and future mission.

Summary: Viable Preferred Land Uses - East Side Sphere of Influence - Given the competing interests, challenges and opportunities, the following preferred land use options appear viable:

- Option 1: Maintain retail-commercial designation on the 55 acre parcel, with an emphasis on specialty/destination customer draw; designate area south of Petersen as “Special Planning Area” with specific policy designations of the type of development acceptable in this area, while considering industrial for the 87 acres on the Gentry site given that there are no known annexation/Travis base potential conflicts.
- Option 2: Maintain retail-commercial designation on the 55 acre parcel, as above, and designate south of Petersen in a mix of commercial/industrial uses as proposed by the land owner (70 acres/125 acres) or some other mix of uses. Likewise consider designation of the Gentry site lite industrial.
- Option 3: Maintain retail-commercial designation on the 55 acre parcel, as above, and hold off making decision south of Petersen pending the outcomes of the various economic-Travis driven studies underway and/or when annexation appears viable.
- Option 4: Any other combination of uses/considerations the Council directs.

MAIN STREET WEST ISSUES

The Downtown Waterfront Specific Plan provides for a wide range of land use possibilities on the waterfront. The only remaining direction needed from Council regarding Parcel 12 is to ensure that the GPU environmental review analyzes the anticipated development based on any modification of the Main Street West DDA. The only change proposed from earlier discussions of the preferred land uses, is to analyze Parcel 12 as hotel/commercial use (versus residential), with an emphasis on the more intense use in order to ensure flexibility. This is based on the discussion and direction given to staff on the consideration of amendments to the MSW DDA at Council’s September 17, 2013 meeting.

NEXT STEPS

Staff is requesting that Council consider the various land use options described above for both the eastern sphere of influence, Parcel 12 of MSW, and, as has evolved from this analysis, any possible reconsiderations to the preferred land use designation at the Gentry site (an option that considers recent information presented by the Johnsons' potential brokers,) and decide which ones should be included on the preferred land use map, evaluate the appropriate acreage for each designation, and determine the appropriate location within the sphere of influence. Staff is seeking Council consensus and direction to move the process into the next phase, which is the environmental analysis. As has been stressed before, the direction that the Council provides regarding the Preferred Land Use Alternatives *would not necessarily* represent the *final* General Plan land use designations.

Based on the environmental analysis and the data that are generated from this analysis, the Planning Commission and Council will be given additional information before making a final and informed decision on the General Plan Land Use Map. This discussion is important at this point in time to ensure that the environmental analysis is consistent with the general views of the Council regarding the future development of the few remaining vacant parcels in the City and within the City's sphere of influence.

Once the City Council has adopted a Preferred Land Use Alternative, staff and the consultant will begin preparing the Environmental Impact Report (EIR), circulate the Notice of Preparation (NOP), and staff will hold the Scoping Meeting for the EIR.

STAFF RECOMMENDATION: It is recommended that the City Council:

1. Open the Public Hearing and take Public Comment; and
2. Close the Public Hearing; and
3. Adopt Resolution No. 2013-__: Approving a Preferred Land Use Alternative for the 2035 General Plan Update.

ATTACHMENTS:

1. Resolution No. 2013-__: Approving a Preferred Land Use Alternative for the 2035 General Plan Update.
2. Planning Commission recommended PLUA
3. Property Owners' Revised Land Use Designation Request

RESOLUTION NO. 2013-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING A PREFERRED LAND USE ALTERNATIVE
FOR THE 2035 GENERAL PLAN UPDATE**

WHEREAS, the Suisun City General Plan Update project (“GPU”) was initiated with a public meeting on June 2, 2010; and

WHEREAS, meetings to solicit public comment on GPU land use were held on May 10, 2011 at a regular Planning Commission meeting and on May 12, 2011 at a public meeting held at the Suisun City library; and

WHEREAS, the City staff and consultants have developed land use alternatives for consideration by the public, the Planning Commission, and the City Council; and

WHEREAS, the Planning Commission received certain evidence on July 6, 2011 and July 26, 2011 and recommended that the City Council approve the proposed preferred land use alternative; and

WHEREAS, the City Council received certain evidence on September 6, 2011 and October 18, 2011 for a preferred land use alternative; and

WHEREAS, on July 3, 2012, the City Council provided staff direction on the Gentry property as well as the vacant property north of Petersen Road and formed an Ad Hoc committee for the vacant land south of Petersen Road; and

WHEREAS, pursuant to California Government Code section 65090, the City Council held a duly noticed public hearing on the GPU land use alternatives on October 1, 2013; and

WHEREAS, the City Council received certain evidence on October 1, 2013 and considered adoption of a preferred land use alternative.

NOW, THEREFORE, BE IT RESOLVED THAT from the facts and testimony presented, the City Council has determined that the approval of the proposed preferred land use alternative is consistent with the Guiding Principles discussed by the City Council at its August 17, 2010 meeting and will not be detrimental to property or improvements in the City or to the public health, safety, or general welfare, and is consistent with good planning practice.

BE IT FURTHER RESOLVED THAT THE CITY COUNCIL approves a proposed preferred land use alternative, directs staff to prepare a map, to be attached to this Resolution as Exhibit A, reflecting Council’s determination of a preferred land use alternative for use in the further development of the GPU, including a Notice of Preparation for an Environmental Impact Report analyzing environmental impacts of the proposed preferred land use alternative.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 1st of October 2013, by the following vote:

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

WITNESS my hand and the seal of said City this 1st day of October 2013.

 Linda Hobson, CMC
 City Clerk

RESOLUTION NO. PC 11-11

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SUISUN
CITY RECOMMENDING CITY COUNCIL APPROVAL OF A PROPOSED
PREFERRED LAND USE ALTERNATIVE FOR THE GENERAL PLAN UPDATE**

WHEREAS, the Suisun City General Plan Update project ("GPU") was initiated with a public meeting on June 2, 2010; and,

WHEREAS, meetings to solicit public comment on GPU land use were held on May 10, 2011 at a regular Planning Commission meeting and on May 12, 2011 at a public meeting held at the Suisun City library; and

WHEREAS, the City and its consultants have developed land use alternatives for consideration by the public, city staff, and the Planning Commission; and

WHEREAS, pursuant to California Government Code section 55090, the Planning Commission held a duly noticed public hearing on the GPU land use alternatives on July 6, 2011; and

WHEREAS, the Planning Commission has received certain evidence on July 6, 2011 and July 26, 2011 and hereby recommends that the City Council approve the proposed preferred land use alternative identified on Exhibit A, attached hereto and made a part hereof.

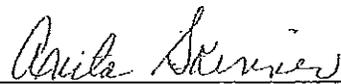
NOW, THEREFORE, BE IT RESOLVED THAT from the facts and testimony presented, the Planning Commission has determined that the approval of the proposed preferred land use alternative is consistent with the Guiding Principles discussed by the City Council at its August 17, 2010 meeting and will not be detrimental to property or improvements in the City or to the public health, safety, or general welfare, and is consistent with good planning practice.

BE IT FURTHER RESOLVED THAT THE PLANNING COMMISSION recommends that the City Council adopt a resolution approving the proposed preferred land use alternative, Exhibit A, for use in the further development of the GPU, including a Notice of Preparation for an Environmental Impact Report analyzing environmental impacts of the proposed preferred land use alternative.

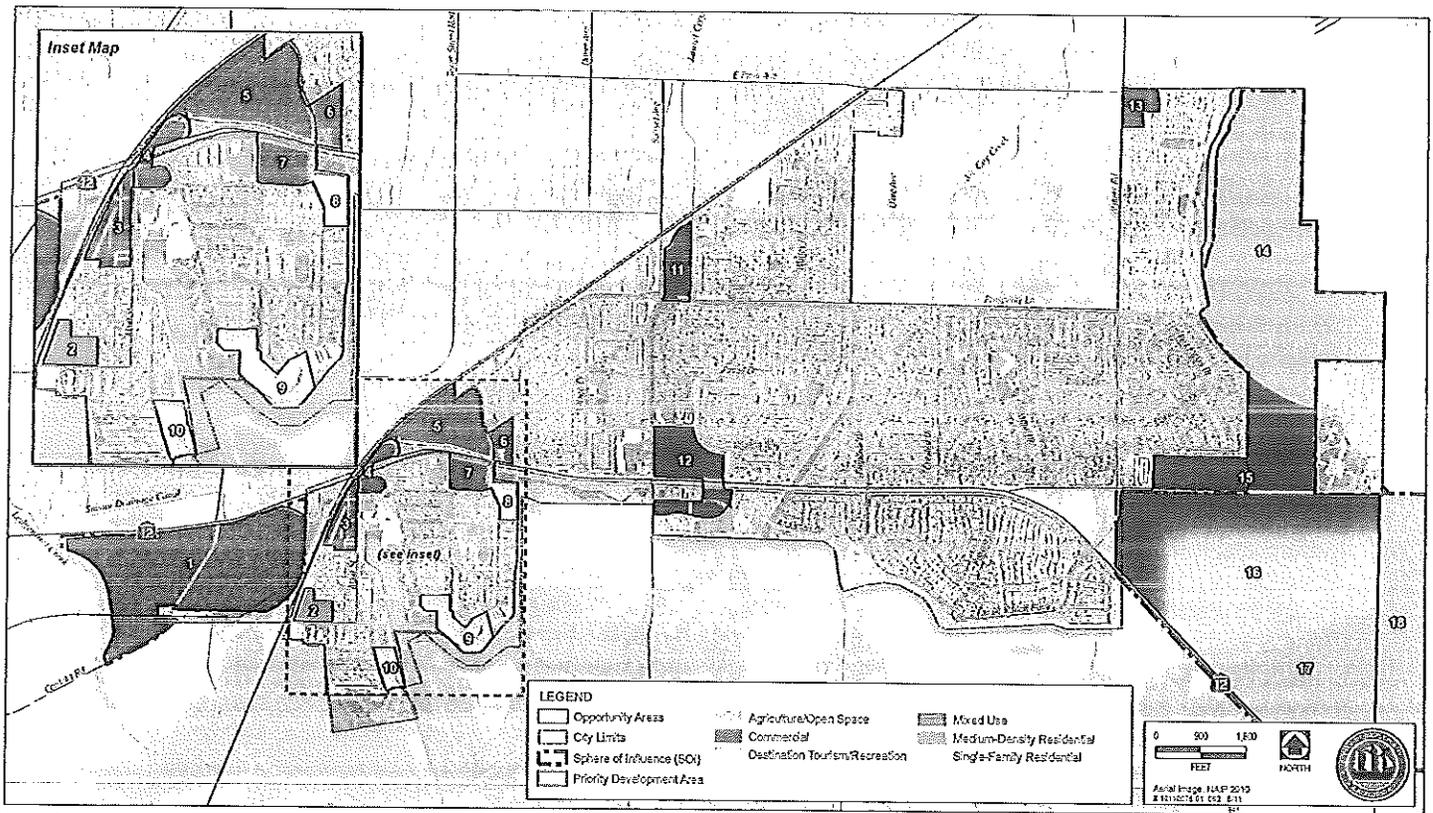
The foregoing motion was made by Commissioner Holzwarth and seconded by Commissioner Wade and carried by the following vote:

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

WITNESS my hand and the seal of said City this 26th day of July 2011.



Anita Skinner, Commission Secretary

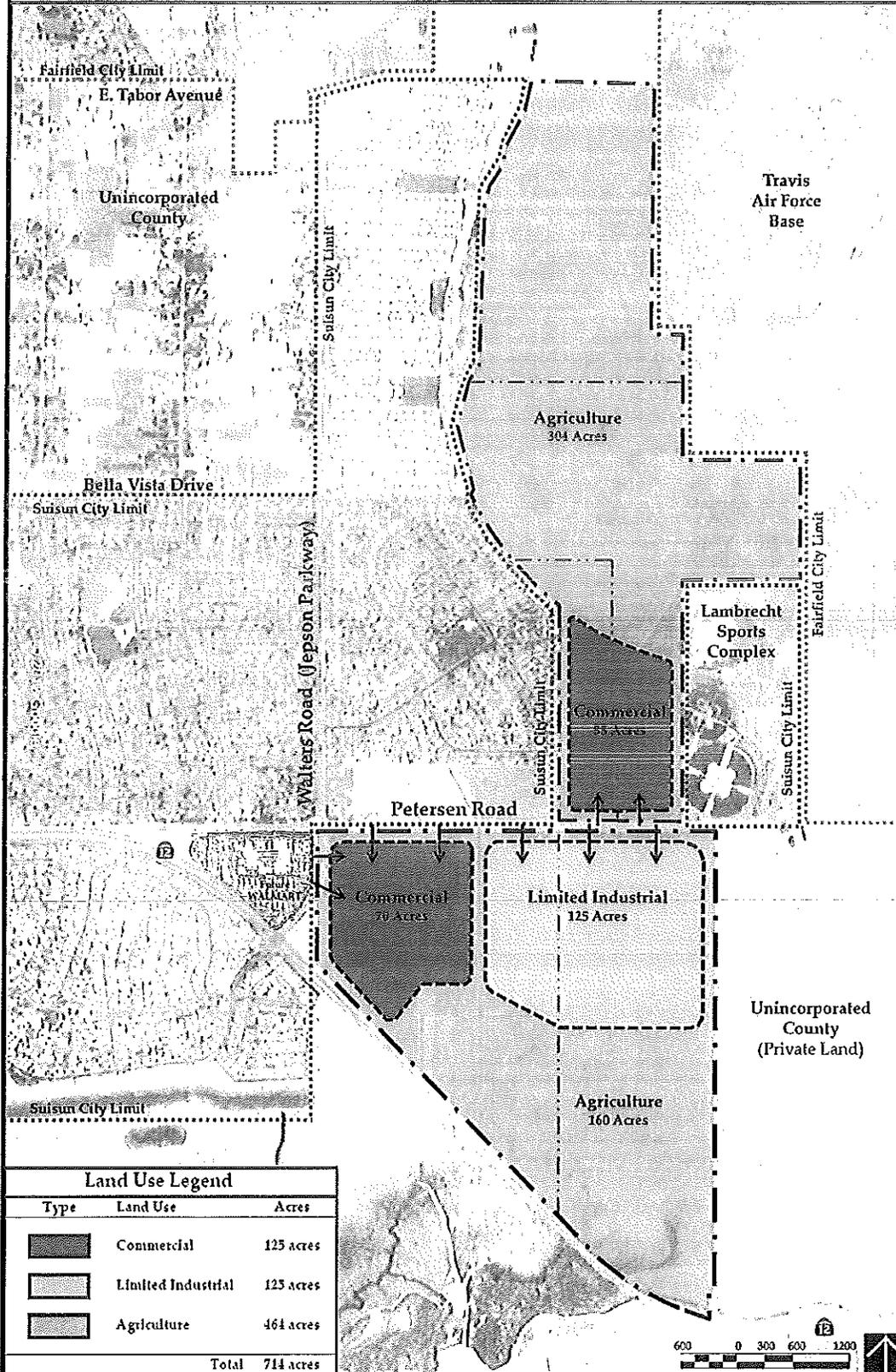


Source: Sulistun City 2011, AECO 2011

Planning Commission Preferred Land Use Alternative

Petersen Crossing Land Use Plan

Suisun City, California



Land Use Legend

Type	Land Use	Acres
	Commercial	125 acres
	Limited Industrial	125 acres
	Agriculture	160 acres
Total		714 acres

May 25, 2012

