



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

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

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

TUESDAY, OCTOBER 7, 2014

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 City Council/Successor Agency meeting will include teleconference participation by Council Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

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 City Council / Suisun City Council Acting as Successor Agency / Housing Authority will hold a Closed Session for the purpose of:

City Council

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8., the City Council of the City of Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: APN 0174-160-070

Agency Negotiator: Suzanne Bragdon, City Manager, Ronald C. Anderson, Jr,
Assistant City Manager/Administrative Services, Jason Garben, Economic
Development Director

Negotiating Parties: Pacific Infinity/Cepeda Baseball

Under Negotiations: Real property terms and payment

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

Joint City Council / Suisun City Council Acting as Successor Agency**2. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

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

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 Attorney.

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.



Pedro "Pete" M. Sanchez, Mayor
Lori Wilson, Mayor Pro-Tem
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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 7, 2014 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. – 728)

(Next City Council Res. No. 2014 – 74)

Next Suisun City Council Acting as Successor Agency Res. No. SA2014 – 07)

(Next Housing Authority Res. No. HA2014 – 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
 - a. Suisun City Community Services Foundation/"Christmas in Old Town" – (Jessop).

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

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 George Bagley, Grand Knight and Thomas Scholl, Treasurer, of the Knights of Columbus Chief Solano Council No. 3585, Proclaiming October 17 -19, 2014 as "Benefit People With Intellectual Disabilities Days" in Suisun City.
4. Presentation of Proclamation to Michelle Slape, Executive Director of the International Down Syndrome Coalition, Proclaiming October 2014 as Down Syndrome Awareness Month in Suisun City.

CONSENT CALENDAR**City Council**

5. Council Adoption of Ordinance No. 727:- Amending the Suisun City Zoning Map for APN 0174-120-230 to Rezone the Property to 7.1 Acres of Residential Medium-Density (RM) and 1.5 Acres of General Commercial (GC) for the Zephyr Estates Project – Introduced and Reading Waived on September 16, 2014 – (Kearns).
6. Council Adoption of Resolutions Adjusting Employee Pay and Benefits - (Anderson).
 - a. Council Adoption of Resolution No. 2014-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City; and
 - b. Council Adoption of Resolution No. 2014-___: Amending the Salary Resolution No. 2014-68 to Adjust Salaries of Employees Covered by the Suisun City Police Officers Association (SCPOA) Memorandum of Understanding.

Joint City Council / Suisun City Council Acting as Successor Agency

7. Transfer of Assets Associated with the Main Street West Project To Successor Agency of the Former Suisun City Redevelopment Agency – (Garben).
 - a. Council Adoption of Resolution No. 2014-___: Authorizing the Execution of a Quit Claim Deed to Transfer Certain Properties Associated with the Main Street West Project to the Successor Agency of the Former City of Suisun City Redevelopment Agency; and
 - b. Council Adoption of Resolution No. 2014-___: Adopting the Third Amendment to the Annual Appropriations Resolution No. 2014-47 to Transfer Funds Associated with the Main Street West Project; and
 - c. Agency Adoption of Resolution No. SA 2014-___: Adopting the First Amendment to the Annual Appropriation Resolution No. 2014-04 to Appropriate Funds Associated with the Main Street West Project.

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

8. 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 September 16, 2014 and September 25, 2014 – (Hobson).

GENERAL BUSINESS

9. Council Discussion and Direction: Consideration of a City Ordinance Regulating Smoking in Public Locations of Tobacco Products for the Health and Safety of the Community – (Dadisho).

PUBLIC HEARINGSSuisun City Council Acting as Successor Agency

10. PUBLIC HEARING: Main Street West Disposition and Development Agreement – (Garben).
 - a. Agency Adoption of Resolution No. SA2014 - __: Authorizing the Executive Director to Extend the Term of the Main Street West Disposition and Development Agreement (DDA).
 - b. Agency Adoption of Resolution No. SA2014 - __: Approving and Authorizing the Execution of the Fourth Amendment to the Disposition and Development Agreement (DDA) with Main Street West Partners, LLC.

ADJOURNMENT

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Office of the Mayor

Suisun City, California

Proclamation



WHEREAS, the Knights of Columbus in the State of California, have undertaken a project of assistance for the treatment and care of People with Intellectual Disabilities; and

WHEREAS, the over 72,000 members of the Knights of Columbus in California and their volunteers are conducting their annual state-wide fund raising drive in the communities of California; and

WHEREAS, the proceeds of this campaign will be distributed to nonprofit agencies and institutions dedicated to benefit people with intellectual disabilities.

NOW, THEREFORE, I, Pete Sanchez, Mayor of Suisun City, hereby proclaim October 17 – 19, 2014 as:

BENEFIT PEOPLE WITH INTELLECTUAL DISABILITIES DAYS

in the City of Suisun City, and encourage residents to take cognizance of and cooperate in this campaign.

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

Pete Sanchez, Mayor

ATTEST

DATE

October 7, 2014

Office of the Mayor

Suisun City, California

Proclamation



WHEREAS, Down syndrome is the most commonly occurring chromosomal condition and is caused by a full or partial extra copy of chromosome 21 which alters the course of development and causes the characteristics associated with Down syndrome; and

WHEREAS, possessing a wide range of abilities, people with Down Syndrome are active participants in educational, occupational, social, recreational, and faith-based circles of our communities; and

WHEREAS, individuals with Down Syndrome should have equal opportunity to achieve the universally desired goals of self-fulfillment, pride in their achievements, inclusion in their community, and reaching their fullest potential; and

WHEREAS, The International Down Syndrome Coalition is dedicated to helping and advocating for individuals with Down Syndrome from conception and throughout life, promoting the dignity and respect of individuals with Down syndrome and assisting the families who love them by providing support, education and connection to other families and local resources.

NOW, THEREFORE, I, Pete Sanchez, Mayor of Suisun City, hereby proclaim the month of October 2014 as:

DOWN SYNDROME AWARENESS MONTH

in the City of Suisun City, and encourage residents to work together to promote respect and inclusion of individuals with Down syndrome and to celebrate their accomplishments and contributions.

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

Pete Sanchez, Mayor

ATTEST:

October 7, 2014

DATE

AGENDA TRANSMITTAL

MEETING DATE: October 7, 2014

CITY AGENDA ITEM: Council Adoption of Ordinance No. __: Amending the Suisun City Zoning Map for APN 0174-120-230 to Rezone the Property to 7.1 Acres of Residential Medium Density (RM) and 1.5 Acres of General Commercial (GC) for the Zephyr Estates Project.

FISCAL IMPACT: The Project Sponsor is required to offset increased municipal service costs, including but not limited to: police services, fire services, landscape and facilities, storm drainage, and recreation through a variety of financial programs. These programs include, but are not limited to: park fees, impact fees, and annexation to a Community Facilities District No. 2. The project is required to upgrade existing facilities, construct new roadways, and offset other agencies costs to serve the development. The Project Sponsor/Developer is required to pay for and implement all mitigation measures associated with the project.

Staff has prepared the table on the following page, which provides an estimated breakdown of ongoing and one-time revenues that are estimated to be generated by the project that would offset basic City services funded by the General Fund, as well as public improvements such as: streets, streetlights, drainage, police, fire, general government, etc. These services and improvements would be funded by both the residential, as well as the commercial components of the project. Overall the General Fund would receive one-time revenues of about \$235,500 to \$259,300, and ongoing revenues of about \$127,500 to \$168,400 per year to offset the costs of services. In addition, between \$677,000 and \$695,600 would be generated for public improvements.

ESTIMATED FISCAL IMPACT OF ZEPHYR ESTATES PROJECT

REVENUE TYPE	COMMERCIAL		RESIDENTIAL		TOTAL	
Assumed Project	17,000 sq. ft.		59 units			
<u>Ongoing Revenues</u>	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>
Property Taxes	\$ 5,200	\$ 5,700	\$ 28,800	\$ 31,200	\$ 34,000	\$ 36,900
Sales Taxes	\$ 34,000	\$ 72,000	\$ -	\$ -	\$ 34,000	\$ 72,000
CFD No. 2	\$ 13,300	\$ 13,300	\$ 46,200	\$ 46,200	\$ 59,500	\$ 59,500
Subtotal Ongoing	\$ 52,500	\$ 91,000	\$ 75,000	\$ 77,400	\$ 127,500	\$ 168,400
<u>One-Time Revenues</u>						
Building Permits	\$ 15,500	\$ 19,300	\$ 220,000	\$ 240,000	\$ 235,500	\$ 259,300
Impact Fees	\$ 53,000	\$ 71,600	\$ 624,000	\$ 624,000	\$ 677,000	\$ 695,600
Subtotal One-Time	\$ 68,500	\$ 90,900	\$ 844,000	\$ 864,000	\$ 912,500	\$ 954,900

PREPARED BY:
REVIEWED/APPROVED BY:

John Kearns, Associate Planner
 Suzanne Bragdon, City Manager

The impacts of not approving the project would include: loss of revenue (permit, impact, and CFD fees), additional costs for the applicant to redesign the project (and the cost and time of updating the environmental work for the project), and not being able to immediately develop a key parcel within the existing City limits.

BACKGROUND: On September 16, 2014, the City Council introduced an Ordinance to rezone the property, known as Assessor's Parcel Number 0174-120-230, located at the southeast corner of E. Tabor Avenue and Walters Road from 6 acres of General Commercial (GC) and 2.6 acres of Residential High-Density (RH) to 7.1 acres of Residential Medium-Density (RM) 1.5 acres of General Commercial (GC).

The Council also adopted resolutions for a General Plan Amendment, Planned Unit Development, Tentative Subdivision Map and Site Plan/Architectural Review at the September 16, 2014 meeting. At this meeting, two additional conditions were added:

1. Project must comply with the Airport Land Use Compatibility Plan compatibility policies and criteria.
2. The developer shall construct a barrier for privacy along E. Tabor Avenue and Charleston Street. Minimum barrier heights shall be 6' high and concrete/masonry (or similar materials) along East Tabor Avenue and the barrier along Charleston Street shall transition from the East Tabor Avenue barrier to a design similar to the existing fencing along the east side of the street. (The September 16, 2014 staff report is attached, which contains more detail on the overall project.)

STAFF REPORT: Adoption of the Rezone Ordinance is the remaining entitlement the applicant is seeking from the City Council to move forward with the project. The proposed rezoning has been proven to provide the best land use configuration for the subject-site and went through the Revenue-Based Land Use Policy process, memorialized by Resolution 2013-52 of the City Council. Attached to the draft ordinance is an exhibit showing the proposed rezoning.

RECOMMENDATION: It is recommended that the City Council adopt Ordinance No. __: Amending the Suisun City Zoning Map for APN 0174-120-230 to Rezone the Property to 7.1 Acres of Residential Medium Density (RM) and 1.5 Acres of General Commercial (GC) for the Zephyr Estates Project.

ATTACHMENTS:

1. City Council Ordinance No. __: Amending the Suisun City Zoning Map for APN 0174-120-230 to Rezone the Property to 7.1 Acres of Residential Medium Density (RM) and 1.5 Acres of General Commercial (GC) for the Zephyr Estates Project.
2. September 16, 2014 Staff Report.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,
CALIFORNIA, AMENDING THE SUISUN CITY ZONING MAP FOR APN 0174-
120-230 TO REZONE THE PROPERTY TO 7.1 ACRES OF RESIDENTIAL
MEDIUM DENSITY (RM) AND 1.5 ACRES OF GENERAL COMMERCIAL (GC)
FOR THE ZEPHYR ESTATES PROJECT**

WHEREAS, the City Council at their regular meeting of September 16, 2014, held a public hearing to review RZ 13/14-002, for Schwartz Development Company, and approved RZ 13/14-002 an Ordinance rezoning and amending the Suisun City Zoning Map to 7.1 acres RM and 1.5 acres GC; and

WHEREAS, the City Council at their regular meeting of August 19, 2014, held a public hearing to review RZ 13/14-002, for Schwartz Development Company, and approved RZ 13/14-002 an Ordinance rezoning and amending the Suisun City Zoning Map to 7.1 acres RM and 1.5 acres GC; the item was continued to September 16, 2014; and

WHEREAS, the Planning Commission at its regular meeting of July 22, 2014, held a public hearing to review RZ 13/14-002, for Schwartz Development Company, and recommended to the City Council approval of RZ 13/14-002 and an Ordinance rezoning and amending the Suisun City Zoning Map to RM; and

WHEREAS, the Applicant, members of the public, and City staff were present to speak on RZ 13/14-002 – Zephyr Estates Project; and

WHEREAS, approval of the rezone application by the City Council would rezone the property known as APN 0174-120-230, containing approximately 8.60 acres, from its existing (GC) General Commercial (6 acres) and (RH) High-Density Residential (2.6 acres) zoning districts to (GC) General Commercial (7.1 acres) and (RM) Medium Density Residential (7.1 acres) zoning district; and

WHEREAS, notice for the City Council public hearing was published in the *Daily Republic* on August 9, 2014, and notices were mailed to individual property owners within 300 feet on August 8, 2014; and

WHEREAS, the City Council of the City of Suisun City made the following findings based on evidence presented at the Public Hearing by City staff:

1. That a mitigated negative declaration was prepared for the project and no significant environmental impacts were identified that could not be mitigated to a less than significant impact.
2. That the proposal will not conflict with the Goals, Objectives and Policies of the General Plan.
3. That the proposal will not be detrimental to the public health, safety or welfare of persons residing or working in the City, nor detrimental to properties or to the general welfare of the City.

THE CITY COUNCIL OF THE CITY OF SUISUN CITY does hereby ordain as follows:

PART 1. The City of Suisun City amends Title 18, Chapter 18.02, Section 18.02.010 Zoning Plan, of the City of Suisun City Municipal Code is hereby amended as follows:

Amend the Suisun City Zoning Map, Zoning Plan, for APN 0174-120-230 to 7.1 acres of Medium-Density Residential (RM) and 1.5 acres of General Commercial (GC) for the Zephyr Estates Development Project.

PART 2. If any section, subsection, subdivision, paragraph, sentence, clause of phrase of this Ordinance or any part thereof is for any reason held to unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

PART 3. This Ordinance, amends the existing City of Suisun City Zoning Map to reflect 7.1 acres of Medium-Density Residential (RM) and 1.5 acres of General Commercial (GC) for APN 0174-120-230, as shown in Exhibit A, shall become effective thirty (30) days after the date of its adoption, and within fifteen (15) days after its adoption, it shall be published once, together with the names of the Council Members voting thereon, in a newspaper of general circulation within the City.

BE IT FURTHER ORDAINED that the City Council of the City of Suisun City hereby introduces and waives the reading of RZ 13/14-002 for the Zephyr Estates Development Project and directs staff to return to the City Council at its next regularly scheduled meeting for the adoption of the Ordinance.

Pete Sanchez, Mayor

CERTIFICATION

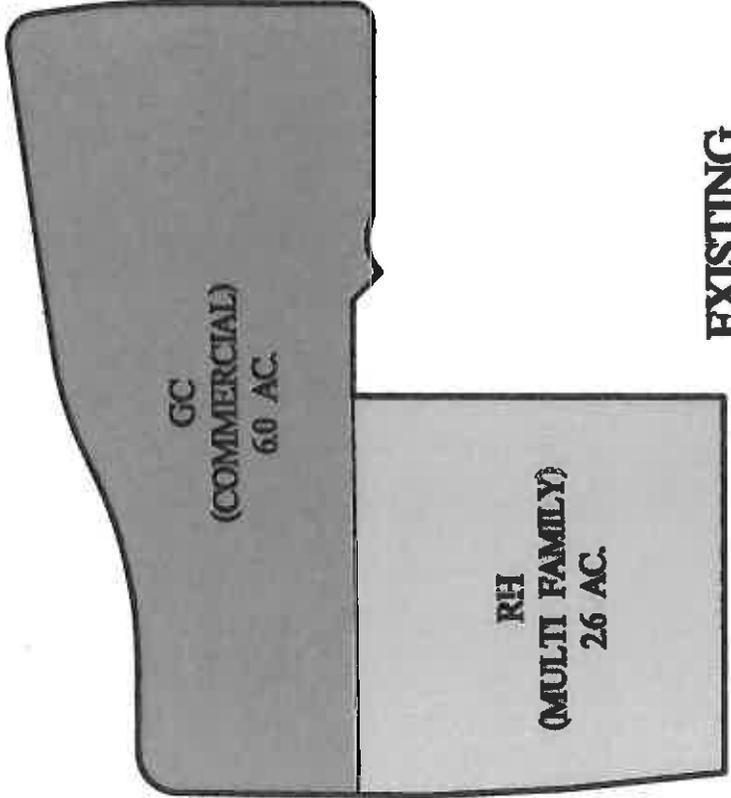
I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of City Council of said City, do hereby certify that the above and foregoing ordinance was regularly introduced at a meeting of said City Council held on Tuesday, September 16, 2014 and regularly passed and adopted at a regular meeting of said City Council held on Tuesday, October 7, 2014 by the following vote.

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

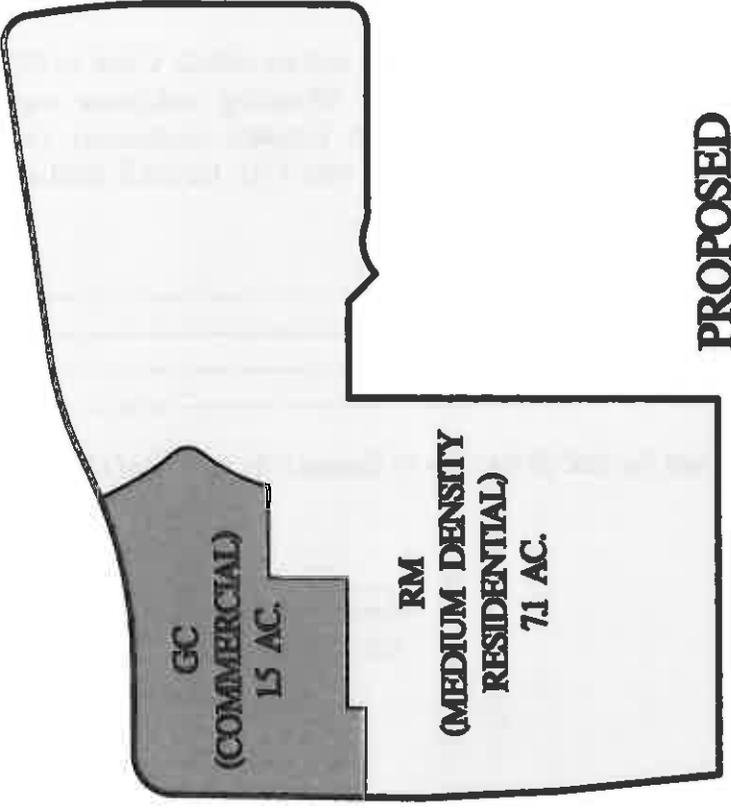
WITNESS my hand and the seal of the City of Suisun City this 7th of October, 2014.

Linda Hobson, CMC
City Clerk

REZONE & GENERAL PLAN AMENDMENT EXHIBIT



EXISTING



PROPOSED



MAILING ADDRESS:
140 LITTON DRIVE
SUITE 240
GRASS VALLEY, CA 95945
T 530.272.5841 / F 530.272.5880

TRUCHESS OFFICE:
10800 DOWNEY PASS RD.
SUITE 302
TRUCHESS, CA 96161
T 530.562.4043
www.scopeinc.net



**SCO PLANNING
ENGINEERING
& SURVEYING**

Zephyr Estates
Schwartz Land Development Company
JULY 16, 2014

AGENDA TRANSMITTAL

MEETING DATE: September 16, 2014

CITY AGENDA ITEM: PUBLIC HEARING - Zephyr Estates Development Project:

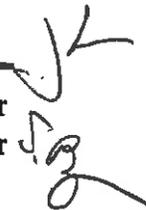
- a. City Council Adoption of Resolution No. 2014-___: Approving General Plan Amendment No. GP 13/14-001, Re-Designating APN 0174-120-230 from 6 Acres of General Commercial and 2.6 Acres of High-Density Residential to 7.1 Acres of Medium Density Residential and 1.5 Acres of General Commercial for the Zephyr Estates Project.
- b. City Council Waiver of Reading and Introduction of Ordinance No. ___: Amending the Suisun City Zoning Map for APN 0174-120-230 to Rezone the Property to 7.1 Acres of Residential Medium Density (RM) and 1.5 Acres of General Commercial (GC) for the Zephyr Estates Project.
- c. City Council Adoption of Resolution No. 2014-___: Approving Tentative Subdivision Map No. SM 13/14-001 Creating a Total of 59 Residential Lots and a 1.5 Acre General Commercial Parcel, Planned Unit Development No. PD 13/14-001 Providing Deviations from Zoning Regulations in the Medium Density Residential Zoning District, and Site Plan/Architectural No. 13/14-005 APN 0174-120-230.
- d. City Council Adoption of Resolution No. 2014-___: Accepting the Mitigation Monitoring and Reporting Program, Exhibit A, and Adopting a Mitigated Negative Declaration for the Zephyr Estates Project.

FISCAL IMPACT: The Project Sponsor is required to offset increased municipal service costs, including but not limited to: police services, fire services, landscape and facilities, storm drainage, and recreation through a variety of financial programs. These programs include, but are not limited to: park fees, impact fees, and annexation to a Community Facilities District No. 2. The project is required to upgrade existing facilities, construct new roadways, and offset other agencies costs to serve the development. The Project Sponsor/Developer is required to pay for and implement all mitigation measures associated with the project.

Staff has prepared the table on the following page, which provides an estimated breakdown of ongoing and one-time revenues that are estimated to be generated by the project that would offset basic City services funded by the General Fund, as well as public improvements such as: streets, streetlights, drainage, police, fire, general government, etc. These services and improvements would be funded by both the residential, as well as the commercial components of the project. Overall the General Fund would receive one-time revenues of about \$235,500 to \$259,300, and ongoing revenues of about \$127,500 to \$168,400 per year to offset the costs of services. In addition, between \$677,000 and \$695,600 would be generated for public improvements.

PREPARED BY:
REVIEWED/APPROVED BY:

John Kearns, Associate Planner
Suzanne Bragdon, City Manager



ESTIMATED FISCAL IMPACT OF ZEPHYR ESTATES PROJECT

REVENUE TYPE	COMMERCIAL		RESIDENTIAL		TOTAL	
Assumed Project	17,000 sq. ft.		59 units			
Ongoing Revenues	Low	High	Low	High	Low	High
Property Taxes	\$ 5,200	\$ 5,700	\$ 28,800	\$ 31,200	\$ 34,000	\$ 36,900
Sales Taxes	\$ 34,000	\$ 72,000	\$ -	\$ -	\$ 34,000	\$ 72,000
CFD No. 2	<u>\$ 13,300</u>	<u>\$ 13,300</u>	<u>\$ 46,200</u>	<u>\$ 46,200</u>	<u>\$ 59,500</u>	<u>\$ 59,500</u>
Subtotal Ongoing	\$ 52,500	\$ 91,000	\$ 75,000	\$ 77,400	\$ 127,500	\$ 168,400
One-Time Revenues						
Building Permits	\$ 15,500	\$ 19,300	\$ 220,000	\$ 240,000	\$ 235,500	\$ 259,300
Impact Fees	<u>\$ 53,000</u>	<u>\$ 71,600</u>	<u>\$ 624,000</u>	<u>\$ 624,000</u>	<u>\$ 677,000</u>	<u>\$ 695,600</u>
Subtotal One-Time	\$ 68,500	\$ 90,900	\$ 844,000	\$ 864,000	\$ 912,500	\$ 954,900

The impacts of not approving the project would include: loss of revenue (permit, impact, and CFD fees), additional costs for the applicant to redesign the project (and the cost and time of updating the environmental work for the project), and not being able to immediately develop a key parcel within the existing city limits.

BACKGROUND: As a part of the Peterson Ranch Development Agreement, the site at the corner of East Tabor and Walters Road was intended for a mix of General Commercial and High-Density Residential. However, the site could not move forward until the Aero Club was relocated, which occurred in 2006. The Development Agreement has since expired and the site been made available for development. The subject application was initiated in late 2013, following City Council consideration of the Revenue-Based Land Use Policy in September 2013. At the meeting, a number of conditions were approved to facilitate viable commercial development compatible with the existing residential neighborhood. These are presented more fully under the Revenue-Based Land Use Policy discussion below, which includes 1.5 acres of neighborhood-serving commercial, as well as the balance of single-family residential housing.

At the Planning Commission's regular meeting of July 22, 2014, a public hearing was held on the development project and the Planning Commission chose to add the following two additional conditions of approval:

1. Applicant shall replace all existing shared fences that abut to the project; and
2. Applicant is responsible for obtaining all necessary permits and approval from the City of Fairfield.

At the conclusion of the public hearing, the Commission voted 6-0 recommending City Council approval of the project.

The project was scheduled for a Public Hearing before the City Council on August 19, 2014, but following distribution of the packet staff was notified by the Airport Land Use Commission (ALUC) staff that the City Council could not take action until the ALUC had done so first. Thus the item was continued to allow the ALUC to consider the project at their September 11, 2014 meeting.

STAFF REPORT:

Project Description

Schwartz Land Development Company is proposing to subdivide the property located at the southeast corner of E. Tabor Avenue & Walter Road into 59 single-family residential lots and a commercial parcel of 1.5 acres.

The project site is located in Solano County, within the incorporated area of the City of Suisun City. The property is adjacent to Walters Road to the west, E. Tabor Avenue to the north, Charleston Street to the east, and Carswell Lane to the south. The site is approximately 8.6 acres in size and is currently undeveloped. The site is adjacent to single-family residential homes to the south and east, and a Jehovah's Witness facility to the north. The topography of the site is relatively flat with a slight downslope from east to west.

The residential lots are proposed to range in size from approximately 3,000 square feet to 6,000 square feet. Houses are anticipated to be two stories and approximately 2,000 square feet in size. The project proposes multiple accesses off of existing roadways. The main access into the residential portion of the property is proposed via E. Tabor Avenue with additional access via Charleston Street and Carswell Lane. Access to the commercial parcel is anticipated via E. Tabor Avenue and a right turn in / right turn out access via Walters Drive. The existing zoning and General Plan designation on the property allows for approximately 6 acres of General Commercial and 2.6 acres of multi-family residential. The project proposes one commercial parcel of 1.5 acres and the remainder of the site consisting of 59 single-family residential homes.

The commercial portion of the project is located at the northwest corner of the site with the highest visibility. The commercial area is expected to yield approximately 14,000 - 17,000 square feet, based on parking ratios between 1:250 S.F. and 1:300 S.F. Upon issuance of a grading permit for the project, the developer has agreed to install a "Welcome" monument sign on the site near the corner of Walters/E. Tabor intersection. Additionally, to keep the commercial parcel aesthetically pleasing prior to development, the perimeter of the site will be landscaped and the remainder of the site covered with hydro-seed. If a commercial project has not commenced within two years of grading permit issuance, the developer has agreed to transfer the 1.5 acre commercial parcel to the City. Further details are outlined in Resolution No. 2013-52, passed and adopted by the City Council on September 3, 2013.

The following land use applications are included for the project:

- **Tentative Subdivision Map** – To subdivide the property into 60 lots (59 residential lots and 1 commercial lot).
- **General Plan Amendment & Rezone** – To allow for approximately 7.1 acres of single-family residential and 1.5 acres of commercial.
- **Planned Unit Development** - To allow flexibility to the City standard, including but not limited to minimum lot sizes, lot frontage, building setbacks, etc.
- **Site Plan/Architectural Review** - To generally identify potential floor plans, elevations and perspectives, as well as general design standards related to materials.

Required Permits

The City of Suisun City requires a Rezone (RZ), General Plan Amendment (GPA), Tentative Subdivision Map (TSM), Site Plan/Architectural Review Permit (SP/AR) and Planned Unit Development (PUD) Permit for this project.

The existing Zoning and General Plan designation on the property allows for approximately 6 acres of General Commercial and 2.6 acres of multi-family residential. The project proposes one commercial parcel of 1.5 acres and the remainder of the site consisting of 59 single-family residential homes. The Planning Commission has made a recommendation to the City Council regarding the Rezone ordinance and General Plan Amendment. The City Council must now take action.

The Tentative Subdivision Map shows all lot and roadway configurations with site characteristics and context. Sections 66452-66455.9 of the Government Code “Subdivision Map Act: Tentative Maps” and Title 17 Article II “Subdivisions” of the City of Suisun City Municipal Code govern are determined to be necessary for the preservation of the public health, safety and general welfare, and for the promotion of orderly growth and development. The Planning Commission has made a recommendation to the City Council for the requested entitlements. The City Council must now take action.

A Site Plan/Architectural Review Permit is required in the RS, RM and RH districts where two or more dwelling units are proposed to be constructed on the same lot or on separate lots which are controlled by the same owner or developer. This permit allows the reviewing body to evaluate the aesthetics of the project and confirm consistency with surrounding properties. Entitlement of the commercial site will require a separate Site Plan/Architectural Review Permit when such a project is brought forward in the future. The Planning Commission has made a recommendation to the City Council for the requested entitlements. City Council must now take action.

The PUD permit is designed and intended to provide for the orderly development of land in conformance with the comprehensive scheme contemplated by the land use element and other elements of the City’s General Plan. The permit allows a flexible design approach to the establishment of a community environment equal to or better than that resulting from the application of the minimum standards of Section 18.63 et seq. of the City’s Zoning Ordinance. The permit is designed and intended to accommodate various types of development including residential developments. The Planning Commission has made a recommendation to the City Council for the requested entitlements. City Council must now take action.

Below is a table which identifies particular exceptions that are being requested by the applicant:

Table 1: Proposed Development Standards-Zephyr Estates

Proposed Development Standards		
Project Activity	Zoning Standard	Proposed Standard
Parking Requirements: Single-Family Homes	2 parking spaces per unit, 1 of which is within a garage or carport	2 parking spaces per unit, 1 of which is within a garage or carport
Building Height		
Main dwelling unit	35'	35'
Accessory buildings	15'	15'
Lot Width	100'	40'
Lot Depth	Maximum: 3 times width	Minimum: 50' Maximum: 130'
Setbacks (to Exterior Wall):		
Front yard (minimum)	20'	*20'
Side Yard (minimum)	15' total, 5' one side	5'
Rear Yard (minimum)	15'	10'
Min. distance between buildings	10'	10'
Minimum Land Area	4000 S.F.	3000 S.F.
Lot Coverage	N/A	70% Maximum

*Front Yard setback may be reduced to 10' for Lots 49-52 & 55

Revenue-Based Land Use Policy

In July 2006, the City Council adopted a Revenue Based Land Use Policy (the "Policy") for projects requiring a general plan amendment and rezoning of commercial zoned lands for alternative development scenarios. It was adopted with the intent to foster development activity by providing significant flexibility to developers and the City by providing guidelines to work together to meet the broad interests of the community, including the long-term fiscal health of the City of Suisun City.

The Policy provides the following guidelines:

- Applied to development proposals that require a General Plan Amendment and change in current Zoning Designation of commercially zoned lands to non-commercial uses, which will be considered on a case-by-case basis.
- Comparison of revenue generated by a proposed project relative to a development scenario developed in a study prepared by Applied Development Economics ("ADE") input into revenue model developed by ADE (the "ADE Fiscal Model" that was created as part of the Policy).
- Components to a proposed development that provide "value" to the City, however not necessarily in terms of revenue generation (i.e. land bank/swap/credit, fire station site, retail synergy, etc.) will be considered. These "value" components could be provided in lieu of perceived revenue generation shortfalls.

At the September 3, 2013 City Council meeting, the Council adopted a resolution determining whether a combination of land uses were consistent with the Revenue-Based Land Use Policy subject to the below conditions:

1. The proposed land use for the 8.6-acre site located at the southeast corner of Walters Road and East Tabor Avenue (APN 0174-120-230) is for a not less than 1.5-acre developable commercial parcel (the "Commercial Parcel") at the northwestern most portion of the site, with the remainder of the site single-family residential.
2. The Developer shall cause the Commercial Parcel to be transferred to the City (or other entity as designated by the City) not later than the second anniversary of the date a grading permit is issued if a commercial project has not commenced.
3. At any point at which the Developer desires to convey title to the Commercial Parcel, Developer shall present the proposed conveyance to the Revenue-based Land Use Ad Hoc to ensure that the proposed conveyance is consistent with the intent of the Revenue-based Land Use Policy.
4. In order to eliminate potential for blight on the vacant Commercial Parcel and to create an aesthetically pleasing entryway to Suisun City until a commercial project is commenced, Developer agrees to commence with the following improvements upon issuance of a grading permit:
 - a. Developer shall acquire all necessary approvals and shall install a "Welcome" monument sign at the northwestern corner of the site.
 - b. If a commercial project has not commenced, Developer shall proceed with the landscaping of the commercial site, consisting of ground cover and shrubbery around the perimeter of the site on Walters Road and East Tabor Avenue, with necessary irrigation, and the remainder of the site covered with hydro-seed.
 - c. The aforementioned signage and landscaping improvements shall be completed within 6-months of the issuance of a grading permit and must be completed prior to a conveyance of the commercial parcel to the City (or other entity as designated by the City).

In preparation of the staff report, staff has proposed some relatively minor changes to these conditions which can be found in the Conditions of Approval under RBLU 1-4 for purposes of clarity.

Mitigated Negative Declaration

An Initial Study and Mitigated Negative Declaration have been prepared according to Title 14 California Code of Regulations Chapter 3 Guidelines for Implementation of California Environmental Quality Act Section 15070. Staff completed an initial study and subsequently determined that a Mitigated Negative Declaration was the appropriate environmental document to prepare. As part of the environmental document, staff is proposing 20 mitigations which can be found as an exhibit to the environmental resolution. In addition to the Mitigated Negative Declaration that is provided, other environmental reports prepared for the project can be found at <http://www.suisun.com/zephyr-estates/>.

Comments Received

At the time of publication of this report, staff has received a comment letter from the California Public Utilities Commission (CPUC), City of Fairfield, and Solano County Mosquito Abatement District which are attached, as well as both written and oral questions and concerns from nearby residents. Comments received from nearby neighbors have included topics related to:

- Shared fencing with existing residents.
- Potential of sound wall on East Tabor Avenue.
- Use of the commercial parcel.
- Civil improvements.
- Traffic/Circulation improvements.
- Aesthetics.
- Air Quality mitigation measures.

Proposed Conditions of Approval

Conditions of approval are included as an exhibit to the entitlement resolution. The conditions are provided alphabetically by department or subject matter. The conditions added at the Planning Commission meeting have been included in the entitlement resolution as well.

STAFF RECOMMENDATION: Staff recommends that the City Council:

1. Open the public hearing and take public comment; and
2. Close the public hearing; and
3. Adopt Resolution No. 2014-___: Approving General Plan Amendment No. GP 13/14-001, Re-Designating APN 0174-120-230 from 6 Acres of General Commercial and 2.6 Acres of High Density Residential to 7.1 Acres of Medium Density Residential and 1.5 Acres of General Commercial for the Zephyr Estates Project; and
4. Waive Reading and Introduce of Ordinance No. ___: Amending the Suisun City Zoning Map for APN 0174-120-230 to Rezone the Property to 7.1 Acres of Residential Medium Density (RM) and 1.5 Acres of General Commercial (GC) for the Zephyr Estates Project; and
5. Adopt Resolution No. 2014-___: Approving Tentative Subdivision Map No. SM 13/14-001 Creating a Total of 59 Residential Lots and a 1.5 Acre General Commercial Parcel, Planned Unit Development No. PD 13/14-001 Providing Deviations from Zoning Regulations in the Medium Density Residential Zoning District, and Site Plan/Architectural No. 13/14-005 APN 0174-120-230; and
6. Adopt Resolution No. 2014-___: Accepting the Mitigation Monitoring and Reporting Program, Exhibit A, and Adopting a Mitigated Negative Declaration for the Zephyr Estates Project.

ATTACHMENTS:

1. Resolution No. 2014-___: Approving General Plan Amendment No. GP 13/14-001, Re-Designating APN 0174-120-230 from 6 Acres of General Commercial and 2.6 Acres of High Density Residential to 7.1 Acres of Medium Density Residential and 1.5 Acres of General Commercial for the Zephyr Estates Project.

2. Ordinance No. ____: Amending the Suisun City Zoning Map for APN 0174-120-230 to Rezone the Property to 7.1 Acres of Residential Medium Density (RM) and 1.5 Acres of General Commercial (GC) for the Zephyr Estates Project.
3. Adopt Resolution No. 2014-__: Approving Tentative Subdivision Map No. SM 13/14-001 Creating a Total of 59 Residential Lots and a 1.5 Acre General Commercial Parcel, Planned Unit Development No. PD 13/14-001 Providing Deviations from Zoning Regulations in the Medium Density Residential Zoning District, and Site Plan/Architectural No. 13/14-005 APN 0174-120-230.
4. Adopt Resolution No. 2014-__: Accepting the Mitigation Monitoring and Reporting Program, Exhibit A, and Adopting a Mitigated Negative Declaration for the Zephyr Estates Project.
5. Application materials.
6. Initial Study/MND.
7. Comment letters received.

AGENDA TRANSMITTAL

MEETING DATE: October 7, 2014

CITY AGENDA ITEM: Council Adoption of Resolutions Affecting Employee Pay and Benefits:

- a. Resolution No. 2014-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City; and
- b. Resolution No. 2014-__: Amending the Salary Resolution No. 2014-68 to Adjust Salaries of Employees Covered by the Suisun City Police Officers Association (SCPOA) Memorandum of Understanding.

FISCAL IMPACT: This resolution would increase pay for all affected permanent full-time job classes by 2.5 percent, at a cost of \$57,100 in the General Fund. The adopted FY 2014-15 Annual Budget assumes that these adjustments would be approved by the City Council.

BACKGROUND: In July of 2012, the City Council and all permanent full-time employees agreed to certain concessions to address the impacts of the Great Recession and the State's elimination of the Redevelopment Agency. The across-the-board concessions applied to Executive Management, Confidential Management, Confidential Non-Management, Suisun City Management & Professional Employee's Association (SCMPEA), the Suisun City Employees' Association (SCEA), and the Suisun City Police Officers' Association (SCPOA) and included the following:

- A 5.0 percent pay cut beginning July 6, 2012.
- Freeze on cashing out Holiday Leave.
- Limit of 32 per year on cashing out Compensatory Time Off (or other paid leaves as identified in subsequent side letters).

These concessions have remained in place throughout the past two fiscal years.

STAFF REPORT: At the Budget Hearing for the adoption of the FY 2014-15 Annual Budget, the City Council directed staff to negotiate the return of one-half of the concessions to the employees. Staff has met and conferred in good faith with the three bargaining groups. On August 19, 2014, the City Council approved agreements with all other bargaining groups except the SCPOA. Subsequently, staff has arrived at the following Tentative Agreement with the SCPOA, which is generally consistent with the other groups:

- The pay cut would be reduced by 2.5%.
- Offsetting time off would not be adjusted, however any future restoration of pay cuts would be accompanied by a comparable reduction in Furlough hours.

PREPARED BY:

Ronald C. Anderson, Jr., Assistant City Manager

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

- The MOU would contain a provision that the SCPOA may use the Burdick Center for union meetings with the advance approval of the City Manager or her designee.
- The MOU would contain a provision that allows the agreements to be reopened if there is a significant change (positive or negative) in the City's fiscal status.
- The MOU would also include updated language regarding the Public Employees' Pension Reform Act of 2013 (PEPRA) for new employees.
- Consistent with the SCEA MOU, the SCPOA MOU would also include a clarification about what constitutes "fluency" with regard to Bilingual Pay; SCMPEA does not receive Bilingual Pay.

The bottom line is that with the Council's approval of the attached resolution, all of the employees would have half of the concessions returned to them in the form of a pay increase of 2.5%, as well as the retention of an offsetting amount of time off on a one-for-one basis. In other words, the time off would be equal to 2.5% of a fiscal year, and the remaining pay cut would be equal to a 2.5% cut. These bottom line provisions, including PEPRA provisions, also apply to Executive Management and Confidential Employees. The reduction of the pay cut, as well as the PEPRA provisions apply equally to Councilmembers.

RECOMMENDATION: It is recommended that the City Council adopt:

1. Resolution No. 2014-__: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City; and
2. Resolution No. 2014-__: Amending the Salary Resolution No. 2014-68 to Adjust Salaries of Employees Covered by the Suisun City Police Officers Association (SCPOA) Memorandum of Understanding.

ATTACHMENTS:

1. Resolution No. 2014-__: Approving the Memorandum of Understanding (MOU) with the Suisun City Police Officers' Association (SCPOA) and Authorizing the City Manager to Execute it on Behalf of the City.
2. Resolution No. 2014-__: Amending the Salary Resolution No. 2014-68 to Adjust Salaries of Employees Covered by the Suisun City Police Officers Association (SCPOA) Memorandum of Understanding.

RESOLUTION NO. 2014-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE SUISUN CITY POLICE OFFICERS' ASSOCIATION**

WHEREAS, the City has met and conferred in good faith with Suisun City Police Officers' Association and has agreed to a Memorandum of Understanding for the period from July 1, 2014, through December 31, 2015.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun that the amended Memorandum of Understanding with the Suisun City Police Officers' Association is hereby approved; and that the City Manager is authorized to execute the MOU on the City's behalf.

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 19th day of August, 2014 by the following vote:

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

WITNESS my hand and the seal of said City this 7th day of October, 2014.

Linda Hobson, CMC
City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SUISUN CITY
AND THE
SUISUN CITY POLICE OFFICERS' ASSOCIATION**

**July 1, 2014
through
December 31, 2015**

October 7, 2014

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF SUISUN CITY
AND THE
SUISUN CITY POLICE OFFICERS' ASSOCIATION**

This Agreement signed on the ___th day of October, 2014, is entered into as of July 1, 2014, between the City of Suisun City, (hereinafter "City"), and the Suisun City Police Officers' Association, (hereinafter "SCPOA").

Pursuant to Government Code Section 3500 *et seq.* and the City of Suisun City Employer/Employee Relations Resolution No. 74-33, the following represents the Agreement reached between the City and the SCPOA, the terms of which will apply to current Employees on the date of ratification and effective July 1, 2014 through December 31, 2015.

UNDERSTANDING AND AGREEMENTS

ARTICLE I – RECOGNITION

The City of Suisun City recognizes the Suisun City Police Officers' Association as the exclusive representative for all matters relating to terms and conditions of employment pursuant to Government Code Section 3500 *et seq.* The SCPOA is the exclusive representative for those job classes listed in Exhibit A as Police Sergeant and Police Officer, attached hereto and incorporated as part of this Agreement.

ARTICLE II – MANAGEMENT RIGHTS AND RESPONSIBILITIES

1. The SCPOA recognizes and agrees that the City Council of the City of Suisun City (hereinafter "City Council"), on its own behalf and on the behalf of the electorate of the City through its bona fide agents, retains and reserves unto itself, limited only by the Articles of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, express or implied, by the laws and the Constitutions of the State of California and of the United States of America.
2. The SCPOA recognizes and agrees that the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City Council, the adoption of the policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and expressed terms of this Agreement.

3. The SCPOA recognizes and agrees that the City Council's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage, plan, organize, staff, direct and control; to determine levels of service; to establish and change standards; to determine solely the extent to which the facilities of any department thereof shall be operated, including the outside purchase of products or services; the right to introduce new, or improved methods and facilities; and to otherwise take any action desired to run the entire operation efficiently, except as modified by the meet and confer requirement and this Agreement.

4. Any material conflict between this Agreement and approved policies and procedures shall be resolved through the meet and confer process by the City Manager and the SCPOA. Until such resolution, the approved City policies and procedures shall take precedence.

ARTICLE III – SUPPORT OF AGREEMENT

1. During the term of this Agreement, the City agrees not to negotiate with any other organization on matters upon which the SCPOA is the exclusive representative and which is within its scope of representation.

2. The SCPOA agrees to negotiate only with the representative officially designated by the City to act on its behalf.

3. It is agreed that neither SCPOA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCPOA membership, or refusal to join SCPOA. The City will not retaliate against any Employee on account of his/her membership in SCPOA, or for exercising his/her lawful rights in SCPOA-related activities.

ARTICLE IV – UNION TIME

1. Negotiating Sessions. The Parties agree that union business should generally be conducted off City premises and on the members' own time. The Parties also agree that it is in each Party's interest that the lines of communications remain open and accessible to representatives of both SCPOA and the City. Accordingly, any member serving on the SCPOA's negotiating team shall not suffer a loss of compensation for participating in meet and confer negotiating sessions. Further, negotiating team members may meet for a period of approximately one-half hour before and after the negotiating sessions. No approval is required if the negotiating session is occurring on the member's day off. Members will not be compensated for their participation in negotiating sessions that occur on days that they are not scheduled to work.

2. Union Meetings. Union meetings should generally be conducted off City premises and on the members' own time. In order to ensure that members are not disenfranchised, the City agrees to provide paid release time to members on duty, as long as such release time is requested in advance and approved by the City Manager or Designee. The use of City facilities such as the Burdick Center for union meetings may also be approved by the City Manager or Designee, whenever either determines that it would be in the City's interest to do so.

ARTICLE V – REDUCTION IN WORK FORCE

In the event that a reduction in the workforce is necessary, the City Manager and the SCPOA shall meet and confer regarding an equitable procedure and/or options to avoid the reduction in the workforce. It is not the intent of the City to lay off a Police Officer in order to replace him/her with a Reserve Police Officer.

ARTICLE VI – USE OF RESERVE POLICE OFFICERS

The City has an interest in utilizing Reserve Police Officers to assist in patrolling the City and performing other duties to augment services provided to the community by members of SCPOA. The City does not have an interest in supplanting the services of members of SCPOA. The Parties agree that once properly trained, Reserve Police Officers may be assigned to patrol the City, may perform office duties (such as property and evidence, dispatching, filing, etc.), or may perform other duties as assigned. Reserve Police Officers may be assigned a regular shift to augment the minimum staffing level, as determined by the Police Chief in the General Orders. Reserve Police Officers may fill in for members of the SCPOA who have been assigned a regular shift, but are unavailable for duty for the period in question, provided that SCPOA members have been offered and have rejected the offer to work on an Overtime basis. Such offers shall be made based on seniority within job class within the department.

ARTICLE VII – PERSONNEL RULES AND REGULATIONS

Administrative Directive – AD 7, the City’s Personnel Rules and Regulations (hereinafter “Personnel Rules”), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCPOA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules. The Personnel Rules are incorporated herein by this reference; however the costs associated with the hearing officer provided for in Section 12.8 with regard to the Level Two appeal of a disciplinary action shall be paid for 100 percent by the City in the case of SCPOA.

ARTICLE VIII – COMPENSATION

1. Base Salary. Effective July 1, 2014, or as otherwise indicated in Exhibit A, the City will provide the Base Salary hourly compensation that is indicated in Exhibit A for the job class of Police Sergeant and the job class of Police Officer.

2. POST Certificate Pay. During the term of this Agreement, Certificate Pay shall be provided for Employees who have earned a Peace Officer Standards and Training, (hereinafter "POST") Intermediate Certificate and POST Advanced Certificate shall be granted with the pay period immediately following receipt of the certification from POST effective the issue day of the certificate. The City agrees to pay Certificate Pay in an amount equal to 5.0 percent of Base Salary for Police Officers and Police Sergeants who have earned a POST Intermediate Certificate, and the City agrees to pay Certificate Pay in an amount equal to 5.0 percent of Base Salary plus POST Intermediate Certificate Pay for Police Officers and Police Sergeants who have earned a POST Advanced Certificate. Exhibit A displays the Regular Salaries that include the adjustments for Certificate Pay and Assignment Pay.
3. Merit Increases. All Employees who have successfully completed 12 months service will be eligible for a merit increase. Advancement within a Pay Range shall not be automatic. All increases shall be based on merit on an annual basis on the established Anniversary Date. Employees who are not at the top step of their Pay Range shall be eligible to advance to the next step in the range, subject to a performance evaluation and the Police Chief's recommendation.
4. Acting Pay. The City will provide Acting Pay of 5.0 percent for a Police Officer assigned to work as an acting Police Sergeant.
5. Field Training Officer Assignment Pay. Police Officers, who are certified FTO Trainers, shall be afforded FTO Assignment Pay while they are training a regular or reserve officer. At no time shall FTO Assignment Pay for one or more FTOs who are training the same trainee for one shift exceed the total hours worked by the trainee during that shift. FTO Assignment Pay shall be calculated as an hourly rate equivalent to 5.0 percent of the applicable E Step Police Officer Regular Salary.
6. Officer-in-Charge Assignment Pay. Police Officers, who are not receiving Advanced Assignment Pay, shall be afforded OIC Assignment Pay while they are serving as the Officer in Charge (hereinafter "OIC") in the absence of a Police Sergeant for a period of at least one hour. OIC Assignment Pay shall be calculated as an hourly rate equivalent to 2.5 percent of the applicable E Step Police Officer Regular Salary.
7. Advanced Assignment Pay. The Parties have agreed to an amended Advanced Assignment and Career Development Program that has been codified as Policy 1003. This program will continue to include a Senior Police Officer Program. Employees who qualify and are selected for this program will receive Advanced Assignment Pay that will involve advancing to the next step in the range and adjusting their anniversary date to coincide with the date of their advanced assignment. In the case of the Senior Police Officer, a sixth step (F Step) shall be added to the Regular Salary range.
8. Bilingual Pay. An Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid \$46.15 per pay period upon written approval by the City Manager. Fluency shall be certified by a test administered through the Human Resources office. In order to become certified, an Employee must achieve a score of at least 9 on a scale of 12. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager. Employees shall be recertified at least once every two years.

ARTICLE IX – LIFE INSURANCE

Group Life Insurance. The City agrees to keep a life insurance policy in full force and effect that provides a \$200,000 death benefit for each represented member.

ARTICLE X – HOURS OF WORK

1. Workweek/Workday. Except as provided in Section 3 of Article XXV, the following applies to work weeks and Workdays:
 - A. For full-time Employees the normal workweek will be 40.0 hours of five consecutive days within any seven-day period, and the Workday will be 8.0 hours within any 24-hour period. This does not prohibit the City from extending the Workday or workweek pursuant to the Overtime provisions of this Agreement.
 - B. The workweek will begin on Friday at noon and end the following Friday at noon.
 - C. The Parties agree that if an Employee is assigned to a 4-10 alternative work schedule (hereinafter “AWS”), that Employee shall have a normal workweek of 40.0 hours or four consecutive days within any seven-day period, and the Workday will be 10.0 hours. Time worked in excess of 10.0 hours per day shall be subject to the Overtime provisions of this Agreement.
 - D. The Parties met and conferred regarding work hours and related Overtime provisions of a 3-12 AWS plan, and entered into a side letter dated November 14, 2012, which documents the understanding of the Parties regarding this AWS.
 - E. The Parties agree to meet and confer regarding work hours and related Overtime provisions of alternative work schedules such as the 9-80 AWS plan. A side letter will be utilized to document the understanding of the Parties regarding such an AWS.

2. Overtime Pay. For the purpose of Overtime and minimum time calculations, an Employee may not be paid twice for the same time period. If time periods overlap, the time shall be calculated as a continuous work period. Except as provided in Section 4 of Article XXV, the following applies to Overtime Pay:
 - A. The City agrees to compensate Employees scheduled for five days, 8.0 hours per day, in the workweek, or four days, 10.0 hours per day if assigned to a 4-10 AWS, at a rate of one and one-half times the Employees’ regular rate (hereinafter “Overtime Rate”) for each hour of work required in excess of their scheduled hours per Workday or 40.0 hours per workweek.
 - B. Employees shall be compensated at the applicable Overtime Rate for work assigned in excess of the regularly scheduled work hours.
 - C. All time on paid leave status will be considered hours worked for the purpose of computing Overtime.

- D. Work schedules may be temporarily realigned for Employees attending Job-Related Training. Consistent with the realigned work schedule, Employees traveling to and from such training outside of those work hours, minus the time it would take to drive to and from their residence to the SCPD, shall be compensated by the City. The Employee shall receive written approval in advance for such compensated travel.
3. Flex Time. Time worked in excess of the Employee's regularly scheduled Workday may be taken as "flex time" on an hour-for-hour basis provided that:
- A. The time is taken within the same workweek that it is earned; and
 - B. The determination that such time is considered "flex time" is mutually agreed upon by the Employee and the Employee's supervisor; and
 - C. The supervisor adjusts the posted work schedule.
4. Range Qualification. With the prior approval of an Employee's supervisor, range qualifications on off-duty hours shall be paid at the applicable Overtime Rate for a minimum of 2.0 hours. Except as provided in Article XII, the time shall be in the form of a cash payment or compensatory time off (hereinafter "CTO") at the Employee's option.
5. Court Appearances
- A. Employees who are required to appear in court during off-duty hours as a result of an event arising from their official duties shall be compensated for their appearance in court at the applicable Overtime Rate. The Court Appearance Minimum shall be 4.0 hours at the applicable Overtime rate. The Court Appearance Minimum shall not overlap with compensation for any regularly scheduled duty time.
 - B. If the court appearance is required during the Employee's assigned duty shift (watch) and the court appearance causes an Employee to extend beyond his/her regular scheduled end of watch time, such extended time shall be considered an extension of the duty shift.
 - C. Time for court appearances shall be computed from sign in until time released.
 - D. The Court Appearance Minimum shall be granted to an Employee if the court appearance is not canceled at least 1.0 hour prior to time of appearance.
 - E. Except as otherwise provided in Article XII, Court Appearance compensation shall be in the form of a cash payment or CTO at the Employee's option.
6. Call-Back Pay
- A. All Employees, who are required to return to work outside of their normal working hours, shall receive Call-Back Pay at the applicable Overtime Rate for a minimum of 2.0 hours.
 - B. If the call-back time is not canceled prior to the Employee's arrival for duty, the Employee shall be compensated for a minimum of 2.0 hours at the applicable Overtime Rate.

- C. This form of compensation applies to a situation where an Employee is required to appear before or attend a City or Department board, committee, or any other function, with the following exceptions:
 - i. If an Employee requests a meeting, or appears as an applicant before any board, committee, etc., the Employee shall not receive any type of compensation for such activities.
 - ii. If an Employee is called back due to times or details missing from a report of enough importance that it cannot wait until the Employee's next assigned shift, the Employee will not be compensated for a "call back" under this section. The Employee will be compensated only at the applicable Overtime Rate for the actual time spent completing the report.
- D. Except as provided in Article XII, compensation for call-back time shall be the form of a cash payment or CTO at the option of the Employee.

7. Work Schedule

- A. Except as provided in Subsection D of this Section, the City shall not reschedule an Employee's shift to split the Employee's days off. If an Employee requests a shift change with another Employee, this shall not be considered a rescheduling by the City and the Employee shall not be paid at the Overtime Rate.
- B. Except as provided in Subsection D of this Section, in the event the City changes an Employee's regularly scheduled shift without at least five days' notice, those hours shall be paid at the applicable Overtime Rate. Notice shall consist of oral notification or written notification placed in the Employee's shift box.
- C. Except as provided in Subsection D of this Section, in the event the City assigns or schedules an Employee to work a shift with notice of fewer than twelve hours between his/her last assigned shift or scheduled duty, then the second shift shall be paid at the applicable Overtime Rate.
- D. The exceptions to Subsections A, B, and C of this Section are as follows:
 - i. Employee-requested shift changes.
 - ii. Changes made in the schedule of an Employee assigned to a training function.
 - ii. A general departmental shift change.
 - iv. Employees assigned to a short-term, non-patrol function such as: boat patrol, crime suppression, major incident call outs, DUI checkpoints, and SWAT.
 - v. Time already compensated under the Overtime provisions of this Article.
- E. Employees will be given the opportunity to indicate shift preference on a seniority basis. When making shift assignments, the Department shall consider such preferences, but they shall not be binding. Employees may remain on the same shift for up to 18 months.

8. Stand-By Pay. Any Employee who is required by a directive from a first-level supervisor or above, or an order by the Court or the District Attorney or his/her representative, to remain available for duty or to remain available to appear in Court (and is thereby placed on "stand by") and is restricted from travel to any area or location which would preclude the Employee's return to duty within one hour, or is required to maintain telephone contact or pager contact at all times during such stand-by period, shall receive Stand-By Pay, which shall be compensated at the rate of one-half of the Employee's Regular Salary (straight-time hourly) rate for the time period that the Employee is on "stand by".

9. Bereavement/Compassionate Leave. Rules regarding Bereavement/Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.

ARTICLE XI – VACATION LEAVE

1. Vacation Accrual. The accumulation of Vacation Leave shall commence effective with the date of hire according to the following schedule and be prorated on a pay period basis:

- A. For the first five years of service, Employees shall earn and be credited with Vacation Leave at the rate of 80.0 hours per year (3.08 hours per Pay Period).
- B. Commencing with the sixth year, Employees shall earn and be credited with Vacation Leave at the rate of 120.0 hours per year (4.62 hours per Pay Period).
- C. Commencing with the eleventh year, Employees shall earn and be credited with Vacation Leave at the rate of 144.0 hours per year (5.54 hours per Pay Period).
- D. Commencing with the sixteenth year of service, Employees shall earn and be credited with Vacation Leave at the rate of 160.0 hours per year (6.15 hours per Pay Period).

2. Maximum Accumulation. Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.

3. Vacation Buy Back. Employees may not cash out Vacation Leave except upon leaving City Service or in the case of an emergency with City Manager approval.

4. Illness During Vacation. If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

5. Upon Death. When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE XII – COMPENSATORY TIME OFF (CTO)

1. **CTO accumulation.** Except as otherwise provided in this Article, an Employee shall have the discretion to have the compensation for hours worked on an Overtime basis credited as either CTO or paid Overtime. The maximum accumulation of CTO is as follows: the first 10 years of City service: 120.0 hours; over 10 years of City service: 160.0 hours. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Employees shall schedule time off using CTO only with prior Police Chief approval.
2. **Backfilling on CTO.** When one Employee uses CTO to be off work on a paid basis, and if the Employee who backfills the first Employee would be working in an Overtime situation, the backfilling Employee may not accrue CTO for that backfilling role.
3. **Grant-Funded CTO.** In order to ensure that the General Fund is not negatively impacted, Employees working Overtime on a grant-funded project or assignment shall receive compensation for Overtime hours worked on a paid basis only.
4. **CTO Buyback.** Employees are allowed to cash out a maximum of 32.0 hours of CTO in November. The Administrative Services Department (ASD) will send out a request form that includes written verification of each Employee's current CTO balance. Employees may request buyback of CTO by filling out and signing the form provided by ASD. The form must be submitted to ASD by the date provided on the form. With the exception of the November buyback, Employees may not cash out CTO except upon leaving City Service or in the case of an emergency with City Manager approval. No CTO buy-back will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE XIII – HOLIDAY LEAVE

In lieu of observing Municipal Holidays as provided in Section 8.6 of the Personnel Rules, Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account. Holiday Leave is accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their holiday time, a maximum of 200.0 hours is allowed to accrue in that balance. Employees may take approved time off using Holiday Leave, or stop accruing Holiday Leave until the balance is reduced below 200.0 hours. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval.

ARTICLE XIV – LIGHT DUTY

1. Any Employee, who previously has been off duty due to injury, illness, or other medical reason and who has been medically released by a doctor to return to work with restrictions, may be assigned to light duty. Assignment to light duty will be based on the City's ability to accommodate the work restrictions.
2. Light duty will not be approved unless there is work available which may be performed within the limitations and/or restrictions of the affected Employee.

ARTICLE XV – RETIREMENT

The Public Employees' Pension Reform Act of 2013 (PEPRA) provides that all Employees who are currently participating in a PERS retirement plan, or those who have had a break in service that does not exceed six months, shall be considered "Classic" Employees. All new Employees who do not meet those criteria shall be considered PEPRA New Employees.

1. Classic Safety Police Employee Benefits. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article XVI. The City shall pay the Employer's contribution, as well as 5.0 percent of the total Employee's contribution of 9.0 percent.
 - A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter "PERS").
 - B. Each covered Employee shall pay the 4.0 percent balance of the Employee's contribution.
 - C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee's contribution paid by the Employee shall be deducted from each Employee's gross pay on a pre-tax basis.
2. PEPRA New Safety Police Employee Benefits. The City agrees to provide 2.7% at 57 PERS Plan for PEPRA New Safety Police Employees. The City shall pay the Employer's contribution as established by CalPERS. The Employee shall pay the Employee's contribution as established by CalPERS. Pursuant to PEPRA, no EPMC is available. Should any provision in this Agreement be determined to be in conflict with PEPRA, the provisions of PEPRA shall take precedence.

ARTICLE XVI – HEALTH AND WELFARE

1. **Core Flex Plan.** The City will contribute the following Core Flex Plan amounts (equal to the Kaiser Rate) toward the monthly premium cost for Employees enrolled in a City-sponsored Core Flex Plan:

<u>Time Period</u>	<u>Employee</u>	<u>Employee + One</u>	<u>Employee + Family</u>
1/1/14 through 12/31/14	\$724.72	\$1,485.44	\$1,931.07
1/1/15 through 12/31/15	\$714.45	\$1,428.90	\$1,857.57

2. **Flexible Benefit Options.**

- A. The City agrees to provide a \$300.00 per month Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article.
- B. The Flexible Benefit Credit may be divided between (i) Dental Premiums, (ii) Flexible Spending Accounts, and (iii) Taxable Cash Option.
- C. An Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

3. **Restrictions.** An Employee may either enroll in the Core Flex Plan or may be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.

4. **Medical Insurance Benefits after Death While on Duty.** Should a member of SCPOA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member's immediate dependent family. Said payments will continue for a period of up to three years, providing the City's insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City's medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. **Medical Conversion Plan.** SCPOA members with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City's medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.

6. **Sick Leave Conversion to Fund Medical Premiums** – Upon normal retirement from the City, 25.0 percent of an Employee's Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for PERS credit in Section 1 of Article XV.

ARTICLE XVII – UNIFORMS AND CLEANING

1. A clothing allowance shall be paid by the City as provided below:

- A. A semi-annual \$500.00 clothing allowance payment shall be made to all eligible employees. The payments shall be made on the last pay period before September 15th and the last pay period before February 15th of each calendar year.

- B. New Employees may receive an advance of their first uniform allowance payment. Should a new Employee leave employment with the City prior to completion of one year, the advanced clothing allowance shall be withheld from his/her final paycheck or shall otherwise be returned to the City.
 - C. If an Employee terminates employment with the City prior to the payment of the allowance, the Employee shall not receive the clothing allowance.
2. The City agrees to replace or repair uniforms or equipment required by general order of the department that are damaged in the scope of employment. Said repairs should be completed only when they do not adversely affect the appearance or function of the item. Items of substantial age or heavily worn may be prorated for replacement.

ARTICLE XVIII – BUSINESS CARDS

The City agrees to have business cards printed for each officer and to reorder cards when the officer's supply is sufficiently low. Said cards will be of uniform style.

ARTICLE XIX – PAYROLL DEDUCTION

Upon receipt of an authorized form from an Employee, the City shall make credit union or bank deductions from the Employee's check. Upon written request, the City will advise the SCPOA of all deduction changes for its members.

ARTICLE XX – SOFT BODY ARMOR

1. The City will purchase a soft-body armor vest for each officer. The total payment per vest shall not exceed \$600.
2. Each officer may select his/her vest.
3. The City will replace the safety vest five years after the date of purchase or upon proof that the vest is defective.
4. The vest shall remain the property of the City. Ownership shall transfer to the Employee if the Employee separates from service on good terms after at least one year of employment, or upon completion of probation in the case of newly hired officers.
5. The Employee shall be required to wear the vest while assigned to patrol duties.
6. Should an Employee separate from City Service prior to the completion of one year, or completion of probation in the case of newly hired officers, the cost of the vest shall be prorated. The Employee shall pay the City for the months remaining to fulfill the specified period and the vest shall become the property of the Employee.

ARTICLE XXI – MEAL PERIODS

1. Except as provided in Section 2 of this Article, all Employees shall be entitled to a 45-minute meal period to be included in the regular shift.
2. Officers assigned to: a course of training, a non-patrol assignment, or an investigations assignment, and who are not required to be on-duty during their meal period, shall not be compensated for the time spent on the meal period.
3. Officers assigned to court shall be compensated for time spent on their meal period, providing they are required to return to court after the meal period.

ARTICLE XXII – OUTSIDE EMPLOYMENT

1. Employees may engage in outside employment, in addition to their City employment, only under the following conditions (as provided by the Personnel Rules, the Police Department "Policies and Procedures Manual", California Penal Code Section 70, and California Government Code Section 1126):
 - A. There shall be no conflict of interest or incompatibility with the Employee's City employment. No Employee shall engage in employment as a Notary Public, Private Detective, Bill Collector, or Counselor at Law. Furthermore, no Employee shall have as a business partner any person whose occupation would fall into the above categories. Furthermore, no Employee shall engage in or participate either directly or indirectly as principal, agent, or employee of:
 - i. Any tow car, motor vehicle wrecker, ambulance service, or taxicab service.
 - ii. Any establishment where the sale of liquor is the principal business.
 - iii. Any employment dealing with the investigation or adjusting of claims or losses arising out of motor vehicle or other types of accidents.
 - iv. Any employment with any other Law Enforcement Agency, custodial, corrective or investigative agency, or any other type of employment requiring the "power of a peace officer," or in any job where a concealed weapon could be used as part of the Employee function, except as provided in Subsection A.(v.) below.
 - v. The City agrees to meet and confer to develop a side letter that lays out the specifics of a program that would allow Employees to seek approval for outside employment under certain conditions. These conditions would include armed private security, but would not include temporary employment with other public law enforcement agencies.
 - B. The time involved in outside employment shall not adversely affect the Employee's attitude or efficiency in the Employee's City employment. Unless authorized by the Police Chief, part-time work shall not be performed within 8.0 hours preceding the Employee's normal duty hours with the City of Suisun City. The total time worked shall not exceed 24.0 hours in any seven consecutive days.

- C. No telephone calls or personal contacts concerning the outside employment shall be made during the hours of City employment. The Employee shall not conduct or promote in any manner, the Employee's part-time work while on duty, and the Employee shall not use any of the facilities of the City for that purpose.
 - D. Each Employee shall report all outside employment to the Police Chief and shall secure the written approval of the Police Chief and the City's Personnel Officer prior to the commencement of outside employment. Any Employee desiring to engage in outside employment on a part-time basis shall forward a written request to the Police Chief, in duplicate, outlining the nature of the part-time work, name of employer and whether it is to be long- or short-term work.
2. Employees engaged in part-time work shall not expect or request special consideration as to shift arrangement, illness or injury due to part-time work, or tardiness when starting shift. In the event of illness or injury occurring while engaged in part-time work, a doctor's examination shall be requested before resuming City duties. Part-time employment shall not be engaged in when an Employee is off ill and cannot perform the Employee's duties for the City.

ARTICLE XXIII – EDUCATION REIMBURSEMENT

1. Approval. On the written recommendation of the Police Chief and the written approval of the City Manager, an Employee may embark on an approved course of study to enhance his/her job skills. A course of study may include courses needed to gain a degree in a job-related field, or to improve opportunities for advancement or promotion with the City of Suisun City. Such a course of study would not qualify as "self-sponsored training" under the Advanced Assignment and Career Development Program. Any time spent pursuing a course of study shall not be considered being on an on-duty/paid status. If the Police Chief does not recommend reimbursement for a course of study, the Employee may appeal to the City Manager, whose decision shall be final.
2. Education Reimbursement for Pursuit of a Degree. For those Employees pursuing an Undergraduate or Graduate Degree, the maximum reimbursement is \$1,500 per year for eligible expenditures that have occurred during that fiscal year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.
3. Education Reimbursement for Job-Related Courses. For those Employees pursuing an approved course of study that does not involve receiving a college degree, the maximum reimbursement is \$750 per year. Upon successful completion of the course work (a grade of "C" or better), the Employee shall submit to the Police Chief, copies of dated receipts showing education costs (tuition, books, materials), as well as transcripts, grades or certificates showing successful course completion.
4. Job-Related Training. Job-related training (as opposed to education) will be based on the needs of the department, and it will be provided on an on-duty/paid basis.

ARTICLE XXIV – PHYSICAL FITNESS PROGRAM

An Employee, upon approval of the Police Chief, may apply up to \$250 of employee education and training incentive pay, as reimbursement for 50 percent of actual cost of health club membership or other approved physical fitness training. Reimbursement will be made twice annually and included with payment of the uniform allowance. Requests for reimbursement must be submitted by the Employee at least 30 days prior to the scheduled reimbursement date.

ARTICLE XXV – TEMPORARY MEASURES

1. **Temporary Measures.** The Parties agree that due to economic conditions, as well as actions by the State of California, that the City is forced to seek concessions from its Employees. The Parties recognize that the City could balance its budget by laying off Employees, but the Parties agree that it is preferable to rely on concessions that would ensure the Employees do not lose their jobs and that the community not suffer a more radical reduction in service delivery. The Parties have met and conferred in good faith and agreed to certain concessions, as well as certain recompense for these concessions. The Parties have also agreed to their preferences for unwinding these concessions as the fiscal situation improves. The Parties hereby declare that it is their mutual intention that these concessions be temporary and that they be unwound as soon as they can possibly be removed without fiscal harm to the City.
2. **Pay Cut.** The amounts set forth in Exhibit A reflect the elimination of the Pay Cut agreed to in the Agreement executed on July 19, 2012.
3. **Furlough.** Employees shall be scheduled to work 78.0 hours per two-week pay period. For Employees working a 3-12 AWS, a pay period shall consist of one 6.0-hour “short” day and six 12.0-hour days. For Employees working a 4-10 AWS, a pay period shall consist of one 8.0-hour “short” day and seven 10.0-hour days. These furloughs shall remain in effect until such time as the Parties meet and confer on their modification. In order to best meet the needs of the Department, these Alternative Work Schedules may be modified after the Parties discuss the impacts of any modifications on the Parties.
4. **Impact of Furlough on Overtime.** The first 1.0 hour of any Overtime worked during a pay period shall be at straight time rather than time and one-half.
5. **Unwinding Protocol.** The Parties agree that unwinding the Temporary Measures is subject to the meet and confer process as provided in the Meyers-Miliias-Brown Act (Government Code Section 3500 *et seq.*). The Parties also agree that the preferred unwinding protocol should proceed as follows:
 - A. **Restore Furloughs.** As soon as the City has sufficient confidence that the Furloughs in part or in whole are no longer needed, the Parties will meet and confer on the implementation of the unwinding of some or all of the Furlough.
 - B. **Selectively Fill Vacant Positions.** The second highest priority is the selective filling of some or all of the positions that are being held vacant. The Parties acknowledge that the City Council has established a policy that the filling of any vacancy must first be approved by the City Council.

- C. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon Pay Cuts have the desired effect on the budget, the Parties understand and agree that the cashing out of paid leave needs to be restricted to 32 hours of CTO in December. After addressing Subsections 4.A. and 4.B. above, the Parties will meet and confer about relaxing the restrictions set forth in Section 4 of Article XII, Article XIII, and Section 1 of Article XXI as funding becomes available. Such discussions may occur within the context of discussions regarding Subsection 4.D. below.
- D. Provide COLAs. At such time as the fiscal situation has improved sufficiently, the Parties shall meet and confer on the cost-of-living adjustments (COLAs) that implement the Class and Compensation Study consistent with City Council policy direction within the limitations of the City's ability to pay.

ARTICLE XXVI – GENERAL PROVISIONS

1. Severability. If any provision of this Agreement shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the Parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.
2. Full Understanding. The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.
3. No Requirement to Meet and Confer. Except as provided in Subsections D. and E. of Section 1 of Article X, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.
4. Reopener. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose:
 - A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
 - B. If any other bargaining group has an employment contract with the City of Suisun City that contains Temporary Measures that are more advantageous for the Employees than this Agreement, the Parties agree to meet and confer on the modification of Article XXV of this Agreement.
 - C. A positive or negative change occurs in the City's fiscal status that would affect the availability of funding for services provided in whole or in part by Employees represented by SCPOA.
5. Savings Clause. In the event that the implementation of any article, section, subsection, or paragraph of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the SCPOA shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section, subsection, or paragraph.

6. No Strike/Lockout. The SCPOA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.

7. Successor Agreement. Meet-and-confer negotiations for a successor agreement shall begin no earlier than August 1, 2015. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement. Upon receipt of such written notice and proposals, negotiation sessions shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement that implements the Class and Compensation Study consistent with City Council policy direction.

8. Distribution of Agreement. Within 10 days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The "copy" may be provided in electronic format.

ARTICLE XXVII – EFFECTIVE DATE

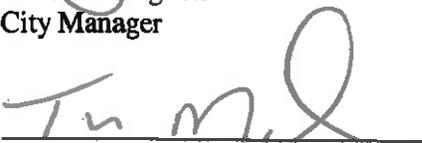
The effective date of this Agreement shall be the day that this Agreement is duly adopted by resolution of the City Council.

EXECUTED this ___th day of October 2014.

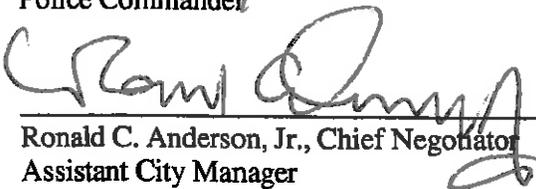
**CITY OF SUISUN CITY
REPRESENTATIVES:**



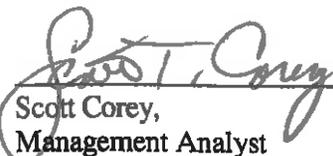
Suzanne Bragdon
City Manager



Tim Mattos
Police Commander



Ronald C. Anderson, Jr., Chief Negotiator
Assistant City Manager



Scott Corey,
Management Analyst

**SCPOA
REPRESENTATIVES:**



Dan Healy, President/Chief Negotiator
Suisun City Police Officers Association



Jose Martinez
Suisun City Police Officers Association

EXHIBIT A: Suisun City Police Officers' Association
Salary Schedule Effective July 1, 2014

Job Class w/ Incentive &/or Assignment P	Range	A Step		B Step		C Step		D Step		E Step		F Step		G Step	
		Monthly	Hourly												
Police Officer	400	\$ 4,667	\$ 26.93	\$ 4,900	\$ 28.27	\$ 5,145	\$ 29.68	\$ 5,403	\$ 31.17	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	N/A	N/A
Police Officer w/ POST Int. Certificate	401	\$ 4,900	\$ 28.27	\$ 5,145	\$ 29.68	\$ 5,403	\$ 31.17	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	402	\$ 5,145	\$ 29.68	\$ 5,403	\$ 31.17	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	\$ 6,567	\$ 37.89	N/A	N/A
Senior Police Officer	410	N/A	N/A	N/A	N/A	\$ 5,145	\$ 29.68	\$ 5,403	\$ 31.17	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	N/A	N/A
Senior Police Officer w/ POST Int. Cert.	411	N/A	N/A	N/A	N/A	\$ 5,403	\$ 31.17	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	N/A	N/A
Senior Police Officer w/ POST Int. & Adv	412	N/A	N/A	N/A	N/A	\$ 5,673	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	\$ 6,567	\$ 37.89	N/A	N/A
Master Police Officer	420	N/A	N/A	N/A	N/A	\$ 5,145	\$ 29.68	\$ 5,402	\$ 31.17	\$ 5,672	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08
Master Police Officer w/ POST Int. Cert.	421	N/A	N/A	N/A	N/A	\$ 5,402	\$ 31.17	\$ 5,672	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	\$ 6,566	\$ 37.88
Master Police Officer w/ POST Int. & Adv	422	N/A	N/A	N/A	N/A	\$ 5,672	\$ 32.73	\$ 5,956	\$ 34.36	\$ 6,254	\$ 36.08	\$ 6,566	\$ 37.88	\$ 6,895	\$ 39.78
Police Sergeant	450	\$ 5,812	\$ 33.53	\$ 6,103	\$ 35.21	\$ 6,408	\$ 36.97	\$ 6,728	\$ 38.82	\$ 7,065	\$ 40.76	\$ 7,418	\$ 42.79	N/A	N/A
Police Sergeant w/ POST Int. Certificate	451	\$ 6,103	\$ 35.21	\$ 6,408	\$ 36.97	\$ 6,728	\$ 38.82	\$ 7,065	\$ 40.76	\$ 7,418	\$ 42.79	\$ 7,789	\$ 44.93	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	452	\$ 6,408	\$ 36.97	\$ 6,728	\$ 38.82	\$ 7,065	\$ 40.76	\$ 7,418	\$ 42.79	\$ 7,789	\$ 44.93	\$ 8,178	\$ 47.18	N/A	N/A
Master Police Sergeant	460	N/A	N/A	N/A	N/A	\$ 7,065	\$ 40.76	\$ 7,418	\$ 42.79	\$ 7,789	\$ 44.93	\$ 8,178	\$ 47.18	\$ 8,587	\$ 49.54

Bold denotes benchmark class

RESOLUTION NO. 2014-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AMENDING THE SALARY RESOLUTION NO. 2014-68 TO ADJUST SALARIES OF
EMPLOYEES COVERED BY THE SUISUN CITY POLICE OFFICERS ASSOCIATION
(SCPOA) MEMORANDUM OF UNDERSTANDING**

WHEREAS, on August 19, 2014, the City Council approved an 18-month MOU with the Suisun City Management & Professional Employees' Association that provides for certain adjustments effective July 1, 2014; and

WHEREAS, on August 19, 2014, the City Council approved an 18-month MOU with the Suisun City Employees' Association that provides for certain adjustments effective July 1, 2014; and

WHEREAS, on August 19, 2014, the City Council adopted Resolution No. 2014-__ which provides that the City Manager is authorized to adjust the compensation of unrepresented Executive Management and Confidential employees by the same factors contained in the MOUs with the City's other bargaining groups; and

WHEREAS, on October 7, 2014, the City Council approved an 18-month MOU with the Suisun City Police Officers' Association that provides for certain adjustments effective July 1, 2014; and

WHEREAS, the attached revised Exhibit A would implement those adjustments for FY 2014-15; and

WHEREAS, these adjustments have been agreed to by the applicable Recognized Employee Organizations regarding Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Suisun City that the consolidated Salary Resolution, attached as Exhibit A, shall be and is hereby adopted and, and shall remain in effect unless or until it is amended by Resolution of the City Council of the City of Suisun City. All previously adopted Resolutions that may be in conflict with this Resolution are hereby rescinded.

BE IT FURTHER RESOLVED that the amounts indicated as monthly compensation are for comparison purposes only. The hourly compensation amounts indicated shall be the basis for compensation for all job classes listed in Exhibit A. Temporary employees may be compensated at the hourly rate for any applicable job class listed in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, duly held on the 19th day of August 2014 by the following vote:

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

WITNESS my hand and the seal of said City this 19th day of August 2014.

Linda Hobson, CMC
City Clerk

SALARY SCHEDULE

Exhibit A

Effective: July 1, 2014

Section 1 - Executive Management

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Ending	Hourly
City Manager*	100	\$ 9,955	\$ 57.43	\$ 13,439	\$ 77.54
Assistant City Manager/Admin. Services*	105	\$ 8,319	\$ 48.00	\$ 11,231	\$ 64.79
Building & Public Works Director*	123	\$ 7,332	\$ 42.30	\$ 9,898	\$ 57.11
Public Works Director/City Engineer*	120	\$ 7,332	\$ 42.30	\$ 9,898	\$ 57.11
Community Development Director*	130	\$ 6,538	\$ 37.72	\$ 8,826	\$ 50.92
Economic Development Director*	125	\$ 6,538	\$ 37.72	\$ 8,826	\$ 50.92
Chief Building Official*	135	\$ 6,538	\$ 37.72	\$ 8,826	\$ 50.92
Recreation & Community Services Director*	140	\$ 6,538	\$ 37.72	\$ 8,826	\$ 50.92
Fire Chief*	115	\$ 6,538	\$ 37.72	\$ 8,826	\$ 50.92

*Exempt

SALARY SCHEDULE

Exhibit A

Effective: July 1, 2014

Section 2 - Police Management

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
Police Chief*	110	\$ 7,332	\$ 42.30	\$ 9,898	\$ 57.11
Police Commander*	255	\$ 6,518	\$ 37.60	\$ 8,799	\$ 50.77

***Exempt**

SALARY SCHEDULE

Exhibit A

Effective: July 1, 2014

Section 3 - Professional/Technical

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Ending	Hourly
Assistant City Engineer*	210	\$ 6,273	\$ 36.19	\$ 8,468	\$ 48.85
Financial Services Manager*	225	\$ 5,447	\$ 31.43	\$ 7,353	\$ 42.42
Police Support Services Manager*	270	\$ 5,227	\$ 30.16	\$ 7,057	\$ 40.71
Assistant/Associate Engineer- Associate*	221	\$ 5,227	\$ 30.16	\$ 7,057	\$ 40.71
Fire Division Chief*	237	\$ 5,227	\$ 30.16	\$ 7,057	\$ 40.71
Public Works Superintendent*	265	\$ 5,227	\$ 30.16	\$ 7,057	\$ 40.71
Project Manager*	260	\$ 4,757	\$ 27.45	\$ 6,422	\$ 37.05
Senior Accountant*	205	\$ 4,757	\$ 27.45	\$ 6,422	\$ 37.05
Senior Building Inspector*	215	\$ 4,757	\$ 27.45	\$ 6,422	\$ 37.05
Assistant/Associate Engineer-Assistant*	220	\$ 4,752	\$ 27.42	\$ 6,416	\$ 37.01
Assistant/Associate Planner-Associate*	251	\$ 4,531	\$ 26.14	\$ 6,117	\$ 35.29
Management Analyst I/II-II*	236	\$ 4,531	\$ 26.28	\$ 6,117	\$ 35.29
Housing Manager*	230	\$ 4,356	\$ 25.13	\$ 5,880	\$ 33.92
Info. Technology Systems Administrator*	275	\$ 4,356	\$ 25.13	\$ 5,880	\$ 33.92
Marketing Manager*	245	\$ 4,136	\$ 23.86	\$ 5,584	\$ 32.21
Accountant*	200	\$ 4,119	\$ 23.76	\$ 5,560	\$ 32.08
Assistant/Associate Planner-Assistant*	250	\$ 4,119	\$ 23.76	\$ 5,560	\$ 32.08
Management Analyst I/II-I*	235	\$ 4,119	\$ 23.76	\$ 5,560	\$ 32.08
Marina Supervisor*	240	\$ 4,119	\$ 23.76	\$ 5,560	\$ 32.08
Administrative Fire Captain*	201	\$ 3,663	\$ 17.08	\$ 4,945	\$ 23.05
Public Works Supervisor*	222	\$ 3,663	\$ 21.13	\$ 4,945	\$ 28.53
Sec to City Mgr/Dep City Clerk*	300	\$ 3,613	\$ 20.84	\$ 4,877	\$ 28.14
Recreation Supervisor*	241	\$ 3,288	\$ 18.97	\$ 4,439	\$ 25.61

Bold denotes benchmark class

***Exempt**

SALARY SCHEDULE

Exhibit A

Effective: July 1, 2014

Section 4 - Police Non-Management

Job Class w/ Incentive &/or Assignment P.	Range	A Step		B Step		C Step		D Step		E Step		F Step		G Step	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Police Officer	400	\$ 4,667	\$26.93	\$4,900	\$28.27	\$5,145	\$29.68	\$5,403	\$31.17	\$5,673	\$32.73	\$5,956	\$34.36	N/A	N/A
Police Officer w/ POST Int. Certificate	401	\$ 4,900	\$28.27	\$5,145	\$29.68	\$5,403	\$31.17	\$5,673	\$32.73	\$5,956	\$34.36	\$6,254	\$36.08	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	402	\$ 5,145	\$29.68	\$5,403	\$31.17	\$5,673	\$32.73	\$5,956	\$34.36	\$6,254	\$36.08	\$6,567	\$37.89	N/A	N/A
Senior Police Officer	410	N/A	N/A	N/A	N/A	\$5,145	\$29.68	\$5,403	\$31.17	\$5,673	\$32.73	\$5,956	\$34.36	N/A	N/A
Senior Police Officer w/ POST Int. Cert.	411	N/A	N/A	N/A	N/A	\$5,403	\$31.17	\$5,673	\$32.73	\$5,956	\$34.36	\$6,254	\$36.08	N/A	N/A
Senior Police Officer w/ POST Int. & Adv	412	N/A	N/A	N/A	N/A	\$5,673	\$32.73	\$5,956	\$34.36	\$6,254	\$36.08	\$6,567	\$37.89	N/A	N/A
Master Police Officer	420	N/A	N/A	N/A	N/A	\$5,145	\$29.68	\$5,402	\$31.17	\$5,672	\$32.73	\$5,956	\$34.36	\$6,254	\$36.08
Master Police Officer w/ POST Int. Cert.	421	N/A	N/A	N/A	N/A	\$5,402	\$31.17	\$5,672	\$32.73	\$5,956	\$34.36	\$6,254	\$36.08	\$6,566	\$37.88
Master Police Officer w/ POST Int. & Adv	422	N/A	N/A	N/A	N/A	\$5,672	\$32.73	\$5,956	\$34.36	\$6,254	\$36.08	\$6,566	\$37.88	N/A	N/A
Police Sergeant	450	\$ 5,812	\$33.53	\$6,103	\$35.21	\$6,408	\$36.97	\$6,728	\$38.82	\$7,065	\$40.76	\$7,418	\$42.79	N/A	N/A
Police Sergeant w/ POST Int. Certificate	451	\$ 6,103	\$35.21	\$6,408	\$36.97	\$6,728	\$38.82	\$7,065	\$40.76	\$7,418	\$42.79	\$7,789	\$44.93	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	452	\$ 6,408	\$36.97	\$6,728	\$38.82	\$7,065	\$40.76	\$7,418	\$42.79	\$7,789	\$44.93	\$8,178	\$47.18	N/A	N/A
Master Police Sergeant	460	N/A	N/A	N/A	N/A	\$7,065	\$40.76	\$7,418	\$42.79	\$7,789	\$44.93	\$8,178	\$47.18	\$8,587	\$49.54

Bold denotes benchmark class

SALARY SCHEDULE

Exhibit A

Effective: July 1, 2014

Section 5 - General City Service

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly								
Computer Technician	545	\$4,496	\$25.94	\$4,721	\$27.23	\$4,957	\$28.60	\$5,204	\$30.03	\$5,465	\$ 31.53
Building Inspector I/II-II	521	\$4,276	\$24.67	\$4,490	\$25.90	\$4,715	\$27.20	\$4,950	\$28.56	\$5,198	\$ 29.99
Public Works Inspector	570	\$4,276	\$24.67	\$4,490	\$25.90	\$4,715	\$27.20	\$4,950	\$28.56	\$5,198	\$ 29.99
Youth Services Specialist	590	\$3,990	\$23.02	\$4,189	\$24.17	\$4,399	\$25.38	\$4,619	\$26.65	\$4,850	\$ 27.98
Senior Com. & Rec. Technician	530	\$3,902	\$22.51	\$4,097	\$23.64	\$4,302	\$24.82	\$4,517	\$26.06	\$4,743	\$ 27.36
Building Inspector I/II-I	520	\$3,888	\$22.43	\$4,083	\$23.55	\$4,287	\$24.73	\$4,501	\$25.97	\$4,726	\$ 27.27
Housing Specialist I/II-II	561	\$3,638	\$20.99	\$3,820	\$22.04	\$4,011	\$23.14	\$4,211	\$24.29	\$4,422	\$ 25.51
Com. & Rec. Technician I/II-II	526	\$3,547	\$20.46	\$3,724	\$21.49	\$3,911	\$22.56	\$4,106	\$23.69	\$4,311	\$ 24.87
Housing Specialist I/II-I	560	\$3,465	\$19.99	\$3,638	\$20.99	\$3,820	\$22.04	\$4,011	\$23.14	\$4,212	\$ 24.30
Administrative Assistant II	511	\$3,465	\$19.99	\$3,638	\$20.99	\$3,820	\$22.04	\$4,011	\$23.14	\$4,212	\$ 24.30
Recreation Coordinator	580	\$3,378	\$19.49	\$3,547	\$20.47	\$3,725	\$21.49	\$3,911	\$22.56	\$4,106	\$ 23.69
Senior Account Clerk	505	\$3,366	\$19.42	\$3,534	\$20.39	\$3,711	\$21.41	\$3,896	\$22.48	\$4,091	\$ 23.60
Senior Maintenance Worker	568	\$3,313	\$19.12	\$3,479	\$20.07	\$3,653	\$21.07	\$3,835	\$22.13	\$4,027	\$ 23.23
Fleet Mechanic	555	\$3,313	\$19.11	\$3,479	\$20.07	\$3,653	\$21.07	\$3,835	\$22.13	\$4,027	\$ 23.23
Com. & Rec. Technician I/II-I	525	\$3,313	\$19.11	\$3,479	\$20.07	\$3,653	\$21.07	\$3,835	\$22.13	\$4,027	\$ 23.23
Administrative Assistant I	510	\$3,237	\$18.68	\$3,399	\$19.61	\$3,569	\$20.59	\$3,747	\$21.62	\$3,935	\$ 22.70
Rec. Prog. & Admin. Coordinator	581	\$3,237	\$18.68	\$3,399	\$19.61	\$3,569	\$20.59	\$3,747	\$21.62	\$3,935	\$ 22.70
Maintenance Worker I/II-II	566	\$3,156	\$18.21	\$3,314	\$19.12	\$3,480	\$20.07	\$3,654	\$21.08	\$3,836	\$ 22.13
Community Services Officer I/II-II	536	\$3,125	\$18.03	\$3,281	\$18.93	\$3,445	\$19.88	\$3,617	\$20.87	\$3,798	\$ 21.91
Account Clerk III	503	\$3,016	\$17.40	\$3,166	\$18.27	\$3,325	\$19.18	\$3,491	\$20.14	\$3,666	\$ 21.15
Maintenance Worker I/II-I	565	\$2,869	\$16.55	\$3,013	\$17.38	\$3,164	\$18.25	\$3,322	\$19.16	\$3,488	\$ 20.12
Bldg Maintenance Worker I/II-II	516	\$2,869	\$16.55	\$3,013	\$17.38	\$3,164	\$18.25	\$3,322	\$19.16	\$3,488	\$ 20.12
Community Services Officer I/II-I	535	\$2,839	\$16.38	\$2,981	\$17.20	\$3,130	\$18.06	\$3,287	\$18.96	\$3,451	\$ 19.91
Account Clerk I/II-II	501	\$2,742	\$15.82	\$2,879	\$16.61	\$3,023	\$17.44	\$3,174	\$18.31	\$3,333	\$ 19.23
Office Assistant	509	\$2,709	\$15.63	\$2,844	\$16.41	\$2,986	\$17.23	\$3,135	\$18.09	\$3,292	\$ 18.99
Bldg Maintenance Worker I/II-I	515	\$2,608	\$15.05	\$2,739	\$15.80	\$2,875	\$16.59	\$3,019	\$17.42	\$3,170	\$ 18.29
Account Clerk I/II-I	500	\$2,492	\$14.38	\$2,617	\$15.10	\$2,748	\$15.85	\$2,885	\$16.64	\$3,029	\$ 17.48

Bold denotes benchmark class

*Exempt

SALARY SCHEDULE

Exhibit A

Effective: July 1, 2014

Section 6 - Temporary/Hourly

Job Class	Range	A	B	C	D	E
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	955	\$65.00				
Assistant Engineer - Temp	900	\$19.05	\$20.00	\$21.00	\$22.05	\$23.15
Police Officer - Temp	905	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Firefighter - Temp	910	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Maintenance Worker II - Temp	916	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Communications & Records Tech I - Temp	920	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
Administrative Assistant I - Temp	925	\$15.44	\$16.21	\$17.02	\$17.87	\$18.76
Community Services Officer I/II-I - Temp	930	\$14.79	\$15.53	\$16.31	\$17.13	\$17.98
Maintenance Worker I - Temp	915	\$14.79	\$15.53	\$16.31	\$17.13	\$17.98
Recreation Specialist Supervisor	939	\$13.95	\$14.65	\$15.38	\$16.15	\$16.96
Building Maintenance Worker I/II-I - Temp	914	\$13.45	\$14.12	\$14.83	\$15.57	\$16.35
Office Assistant - Temp	926	\$12.68	\$13.32	\$13.98	\$14.68	\$15.42
Recreation Specialist III	937	\$12.68	\$13.32	\$13.98	\$14.68	\$15.42
Recreation Specialist II	936	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Financial Services Intern	951	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Planning/Public Works Intern	945	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Computer Systems Intern	950	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Recreation Specialist I	935	\$10.48	\$11.00	\$11.55	\$12.13	\$12.74
Recreation Leader/Building Attendent III	943	\$9.68	\$10.16	\$10.67	\$11.21	\$11.77
Recreation Leader/Building Attendent II	942	\$8.80	\$9.24	\$9.70	\$10.19	\$10.70
Recreation Leader/Building Attendent I	941	\$8.00	\$8.40	\$8.82	\$9.26	\$9.72

AGENDA TRANSMITTAL

MEETING DATE: October 7, 2014

CITY COUNCIL/SUCCESSOR AGENCY AGENDA ITEM: Transfer of Assets Associated with the Main Street West Project To Successor Agency of the Former Suisun City Redevelopment Agency:

- a. **Council Adoption of Resolution No. 2014-___:** Authorizing the Execution of a Quit Claim Deed to Transfer Certain Properties Associated with the Main Street West Project to the Successor Agency of the Former City of Suisun City Redevelopment Agency; and
- b. **Council Adoption of Resolution No. 2014-___:** Adopting the Third Amendment to the Annual Appropriations Resolution No. 2014-47 to Transfer Funds Associated with the Main Street West Project; and
- c. **Agency Adoption of Resolution No. SA 2014-___:** Adopting the First Amendment to the Annual Appropriation Resolution No. 2014-04 to Appropriate Funds Associated with the Main Street West Project.

FISCAL IMPACT: There is approximately \$59,200 currently held in the City's General Fund that would be transferred to the Successor Agency. However, the transfer of these funds out of the General Fund has been anticipated and is contemplated in the General Fund balance presented in the FY 2014-15 Budget.

BACKGROUND: In March 2011, the former redevelopment agency transferred several assets, agreements, and real property to the City of Suisun City prior to the dissolution of the former redevelopment agency. Pursuant to the dissolution laws, and in order to proceed with an amendment to the Main Street West Disposition and Development Agreement (DDA), it would be prudent at this time to transfer the assets associated with the DDA to the Successor Agency.

The Agency transferred the DDA to the City pursuant to an assignment agreement, and transferred real property to the City pursuant to a Transfer Agreement. Cash associated with the Line of Credit was also transferred to the City pursuant to an Amendment to the Annual Appropriation Resolution.

STAFF REPORT: A Quit Claim Deed has been prepared for the properties associated with the DDA that terminates the Assignment and Assumption Agreement that originally assigned the DDA to the City, and transfers title of the real property to the Successor Agency.

Although the dissolution laws invalidated the Assignment and Assumption Agreement, executing the Quit Claim Deed would create a clear record relating to the MSW assets, and would also alleviate title issues in the future since the Agency executed Grant Deeds to the City regarding the real property involved. This action would be consistent with the dissolution laws and the orders of the State Controller.

PREPARED BY:

Jason Garben, Economic Development Director
Suzanne Bragdon, City Manager

REVIEWED/APPROVED BY:

STAFF RECOMMENDATION: It is recommended that the:

1. **Council** adopt Resolution No. 2014-___: Authorizing the Execution of a Quit Claim Deed to Transfer Certain Properties Associated with the Main Street West Project to the Successor Agency of the Former City of Suisun City Redevelopment Agency; and
2. **Council** adopt Resolution No. 2014-___: Adopting the Third Amendment to the Annual Appropriations Resolution No. 2014-47 to Transfer Funds Associated with the Main Street West Project; and
3. **Agency** adopt Resolution No. SA 2014-___: Adopting the First Amendment to the Annual Appropriation Resolution No. 2014-04 to Appropriate Funds Associated with the Main Street West Project.

ATTACHMENTS:

1. Resolution No. 2014-___: Authorizing the Execution of a Quit Claim Deed to Transfer Certain Properties Associated with the Main Street West Project to the Successor Agency of the Former City of Suisun City Redevelopment Agency.
2. Resolution No. 2014-___: Adopting the Third Amendment to the Annual Appropriations Resolution No. 2014-47 to Transfer Funds Associated with the Main Street West Project.
3. Resolution No. SA 2014-___: Adopting the First Amendment to the Annual Appropriation Resolution No. 2014-04 to Appropriate Funds Associated with the Main Street West Project.

RESOLUTION NO. 2014 - _____

**A RESOLUTION OF THE SUISUN CITY COUNCIL AUTHORIZING
THE EXECUTION OF A QUIT CLAIM DEED TO TRANSFER CERTAIN
PROPERTIES ASSOCIATED WITH THE MAIN STREET WEST
PROJECT TO THE SUCCESSOR AGENCY OF THE FORMER CITY OF
SUISUN CITY REDEVELOPMENT AGENCY**

WHEREAS, on March 8, 2011, the Suisun City Redevelopment Agency (“Agency”) and the City of Suisun City (“City”) entered into that certain “Assignment and Assumption of Disposition and Development Agreement” (with respect to the Main Street West Disposition and Development Agreement), which is on file with the City Clerk (“Assignment & Assumption Agreement”); and

WHEREAS, the Agency transferred the real property associated with the Main Street West Disposition and Development Agreement to the City pursuant to certain Grant Deeds recorded in the Official Records of the County of Solano, State of California (refer to Exhibit I, attached hereto and incorporated herein by reference, for property summary information including Grant Deed Instrument Numbers); and

WHEREAS, pursuant to Assembly Bill 26 (“ABX1 26”), the Agency was dissolved by law on February 1, 2012. Under ABX1 26, the Successor Agency to the Former Suisun City Redevelopment Agency became the “successor agency” (“Suisun City Successor Agency”); and

WHEREAS, on June 27, 2012, Assembly Bill 1484 was enacted and mandated that all real property transferred to a city by a redevelopment agency prior to February 1, 2012 be returned to the successor agency (“Law”); and

WHEREAS, the City desires to transfer the real property associated with the Main Street West DDA to the Suisun City Successor Agency and formally terminate the Assignment and Assumption Agreement; and

WHEREAS, a form of a Quitclaim Deed attached hereto as Exhibit II has been prepared to comply with the Law by (i) transferring the Property to the Suisun City Successor Agency, and (ii) terminate the Assignment & Assumption Agreement with respect to the Main Street West Disposition and Development Agreement.

NOW, THEREFORE THE CITY OF SUISUN CITY DOES HEREBY RESOLVE, as follows:

Section 1. The City hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Quit Claim Deed in substantially the form presented to the City is hereby attached as Exhibit II.

Section 3. The City Manager, or designee, is hereby authorized to execute the Quit Claim Deed on behalf of the City, together with such non-substantive changes and amendments as may be approved by the City Manager and City Attorney.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a special meeting of the City of Suisun City Council held on Tuesday, the 7th of October 2014, by the following vote:

AYES:	COUNCILMEMBERS:	_____
NOES:	COUNCILMEMBERS:	_____
ABSTAIN:	COUNCILMEMBERS:	_____
ABSENT:	COUNCILMEMBERS:	_____

WITNESS my hand and the seal of the City of Suisun City this 7th of October 2014.

Linda Hobson, CMC
City Clerk

Exhibit I

	Grant Deed Instrument Number	Date Recorded	Assessors Parcel Number	Parcel Size (Acres)
1	201100020734	3/9/2011	0032-042-300	0.13
2			0032-042-360	0.13
3			0032-042-440	0.13
4			0032-042-460	0.13
5			0032-042-480	0.13
6			0032-042-500	0.13
7			0032-042-520	0.01
8			0032-042-540	0.12
9			0032-042-560	0.13
10			0032-042-580	0.13
11			0032-042-600	0.13
12			0032-042-680	0.21
13	201100020735	3/9/2011	0032-061-260	0.13
14			0032-061-270	0.14
15			0032-061-280	0.07
16			0032-061-290	0.07
17			0032-061-300	0.17
18			0032-061-310	0.14
19			0032-061-320	0.28
20			0032-061-330	0.24
21			0032-061-340	0.14
22			0032-061-350	0.14
23			0032-061-360	0.14
24	201100020736	3/9/2011	0032-061-390	0.16
25	201100020737	3/9/2011	0032-082-050	0.16
26	201100020738	3/9/2011	0032-091-170	0.31
27			0032-091-180	0.88
28			0032-091-190	1.92
29			0032-091-200	0.37
30	201100020739	3/9/2011	0032-130-010	0.10
31	201100020740	3/9/2011	0032-130-030	0.05
32			0032-130-040	0.02
33	201100020741	3/9/2011	0032-130-060	0.05
34	201100020742	3/9/2011	0032-142-240	0.11
35	201100020743	3/9/2011	0032-142-250	0.10
36	201100020744	3/9/2011	0032-142-280	0.15
37	201100020745	3/9/2011	0032-142-300	0.17
38	201100020746	3/9/2011	0032-152-180	7.44

Exhibit II

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Successor Agency of the
Former Redevelopment Agency to the
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585
Attention: Executive Director

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

QUITCLAIM DEED AND TERMINATION OF ASSIGNMENT & ASSUMPTION AGREEMENT

GRANTOR DECLARES that this Quitclaim Deed is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF SUISUN CITY**, a municipal corporation ("Grantor") hereby remises, releases and forever quitclaims to the **SUCCESSOR AGENCY TO THE FORMER SUISUN CITY REDEVELOPMENT AGENCY** ("Grantee"), any and all Grantor's right, title and interest in that certain real property located in the County of Solano, State of California, more particularly described on Exhibit A attached hereto and incorporated herein by reference ("Property"). Grantor and Grantee also hereby terminate the Assignment & Assumption Agreement (as defined below).

RECITALS:

1. On March 8, 2011, the **SUISUN CITY REDEVELOPMENT AGENCY** ("Agency") and the City of Suisun City ("City") entered into that certain "Assignment and Assumption of Disposition and Development Agreement" with respect to the Property which is on file with the City Clerk ("**Assignment & Assumption Agreement**").
2. Agency transferred the Property to the City pursuant to certain Grant Deeds recorded in the Official Records of the County of Solano, State of California (refer to **Exhibit B**, attached hereto and incorporated herein by reference, for summary information including Grant Deed Instrument Numbers).
3. Pursuant to Assembly Bill 26 ("**ABX1 26**"), Agency was dissolved by law on February 1, 2012. Under ABX1 26, the Successor Agency to the Former Suisun City Redevelopment Agency became the "successor agency" ("**Suisun City Successor Agency**").
4. On June 27, 2012, Assembly Bill 1484 was enacted and mandated that all real property transferred to a city by a redevelopment agency prior to February 1, 2012 be returned to the successor agency ("**Law**").

5. The purpose of this Quitclaim Deed is to comply with the Law by (i) transferring the Property to the Suisun City Successor Agency, and (ii) terminating the Assignment & Assumption Agreement with respect to the Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its respective officers thereunto duly authorized, this ____ day of _____, 2014.

GRANTOR:

CITY OF SUISUN CITY, a municipal corporation

By: _____
Its: City Manager

ATTEST:

By: _____
Donna Pock, City Clerk

Dated: _____, 2014

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Anne Nelson Lanphar,
City Attorney

Exhibit A
to Quitclaim Deed

DESCRIPTION OF THE PROPERTY

INSERT LEGAL DESCRIPTION

Exhibit B
to Quitclaim Deed
Original Grant Deed Summary

	Grant Deed Instrument Number	Date Recorded	Assessors Parcel Number	Parcel Size (Acres)
1	201100020734	3/9/2011	0032-042-300	0.13
2			0032-042-360	0.13
3			0032-042-440	0.13
4			0032-042-460	0.13
5			0032-042-480	0.13
6			0032-042-500	0.13
7			0032-042-520	0.01
8			0032-042-540	0.12
9			0032-042-560	0.13
10			0032-042-580	0.13
11			0032-042-600	0.13
12			0032-042-680	0.21
13	201100020735	3/9/2011	0032-061-260	0.13
14			0032-061-270	0.14
15			0032-061-280	0.07
16			0032-061-290	0.07
17			0032-061-300	0.17
18			0032-061-310	0.14
19			0032-061-320	0.28
20			0032-061-330	0.24
21			0032-061-340	0.14
22			0032-061-350	0.14
23			0032-061-360	0.14
24	201100020736	3/9/2011	0032-061-390	0.16
25	201100020737	3/9/2011	0032-082-050	0.16
26	201100020738	3/9/2011	0032-091-170	0.31
27			0032-091-180	0.88
28			0032-091-190	1.92
29			0032-091-200	0.37
30	201100020739	3/9/2011	0032-130-010	0.10
31	201100020740	3/9/2011	0032-130-030	0.05
32			0032-130-040	0.02
33	201100020741	3/9/2011	0032-130-060	0.05
34	201100020742	3/9/2011	0032-142-240	0.11
35	201100020743	3/9/2011	0032-142-250	0.10
36	201100020744	3/9/2011	0032-142-280	0.15
37	201100020745	3/9/2011	0032-142-300	0.17
38	201100020746	3/9/2011	0032-152-180	7.44

**CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)**

This is to certify that the interest in real property conveyed by the CITY OF SUISUN CITY, a municipal corporation as grantor by that certain Quitclaim Deed dated _____, 2014, is hereby accepted by the undersigned officer on behalf of the SUCCESSOR AGENCY TO THE FORMER SUISUN CITY REDEVELOPMENT AGENCY, as grantee, pursuant to the authority conferred.

Dated: _____, 2014

SUCCESSOR AGENCY TO THE FORMER
SUISUN CITY REDEVELOPMENT AGENCY

By: _____

Name: _____

Title: _____

RESOLUTION NO. 2014-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING THE THIRD AMENDMENT TO THE
ANNUAL APPROPRIATION RESOLUTION NO. 2014-47 TO APPROPRIATE FUNDS
ASSOCIATED WITH THE MAIN STREET WEST PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:

THAT Section 010 of Part III of the Annual Appropriation Resolution No. 2014-47 be and is hereby amended as follows:

	<u>Increase/ (Decrease)</u>
TO: NON-DEPARTMENTAL	\$ 59,200
Non-Departmental	
TOTAL Section 010	<u>\$ 59,200</u>

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

<u>General Fund</u>	<u>Sources</u>	<u>Uses</u>
Revenues:		
A/C No. 010-70101-1910 Retained Earnings	\$ 59,200	\$ -
Appropriations:		
A/C No. 010-85902-1910 Transfer to SA/ROPS Fund	<u>\$ -</u>	<u>\$ 59,200</u>
Total General Fund	<u>\$ 59,200</u>	<u>\$ 59,200</u>

THAT the purpose is to appropriate funds associated with the Main Street West project that are to be held in the Successor Agency/ROPS Fund.

ADOPTED AND PASSED by the City Council of the City of Suisun City at a regular meeting thereof held on the 7th of October 2014 by the following vote:

AYES: COUNCILMEMBERS
NOES: COUNCILMEMBERS
ABSENT: COUNCILMEMBERS
ABSTAIN: COUNCILMEMBERS

WITNESS my hand and seal of the said City this 7th day of October 2014.

LINDA HOBSON, CMC
CITY CLERK

RESOLUTION NO. SA 2014-__

A RESOLUTION OF THE CITY COUNCIL ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY ADOPTING THE FIRST AMENDMENT TO THE ANNUAL APPROPRIATION RESOLUTION NO. 2014-04 TO APPROPRIATE FUNDS ASSOCIATED WITH THE MAIN STREET WEST PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:

THAT Section 902 of Part III of the Annual Appropriation Resolution No. SA 2014-04 be and is hereby amended as follows:

		<u>Increase/ (Decrease)</u>
TO:	ECONOMIC DEVELOPMENT DEPARTMENT Successor Agency Recognized Obligations	<u>\$ 59,200</u>
	TOTAL Section 902	<u>\$ 59,200</u>

THAT account titles and numbers requiring adjustment by this Resolution are as follows:

		<u>Sources</u>	<u>Uses</u>
<u>SA Recognized Obligations Fund</u>			
Revenues:			
A/C No. 902-81010-3512	From General Fund	\$ 59,200	\$ -
Appropriations:			
A/C No. 902-91920-3512	Pymt to Oth./Grants & Loans	<u>\$ -</u>	<u>\$ 59,200</u>
	Total General Fund	<u>\$ 59,200</u>	<u>\$ 59,200</u>

THAT the purpose is to appropriate funds associated with the Main Street West project that represent the remaining balance of the Line of Credit extended pursuant to the terms of the Main Street West DDA.

ADOPTED AND PASSED by the City Council Acting as the Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on the 7th of October 2014 by the following vote:

AYES: Board Members
NOES: Board Members
ABSENT: Board Members
ABSTAIN: Board Members

WITNESS my hand and seal of the said Agency this 7th day of October 2014.

LINDA HOBSON, CMC
CITY CLERK

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY SEPTEMBER 16, 2014

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 City Council/Successor Agency meeting will include teleconference participation by Council Member Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

ROLL CALL

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

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 City Council / Suisun City Council Acting as Successor Agency / Housing Authority will hold a Closed Session for the purpose of:

City Council

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8., the City Council of the City of Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: APN 0174-160-070

Agency Negotiator: Suzanne Bragdon, City Manager, Ronald C. Anderson, Jr, Assistant City Manager/Administrative Services, Jason Garben, Economic Development Director

Negotiating Parties: Pacific Infinity/Cepeda Baseball

Under Negotiations: Real property terms and payment

City Council

2. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Name of case: Giddens v. City of Suisun City et al Case # 2:14-CV-00943

3. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Suzanne Bragdon, City Manager, Ron Anderson, Assistant City

Manager, and Tim Mattos, Police Commander, Scott Corey, Management Analyst.
Employee organization: SCPOA (Suisun City Police Officers' Association)

5:32 PM – Mayor Sanchez recessed the meeting to Closed Session.

CONVENE OPEN SESSION

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

6:50 PM – Mayor Pro Tem Wilson reconvened the meeting and stated no decisions had been made in Closed Session.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 6:50 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 16, 2014

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 7:00 PM with the following Council / Board Members present: Day, Hudson, Segala, Wilson, Sanchez.

Pledge of Allegiance was led by

Invocation was given by City Manager Bragdon.

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).

Shakiel Robinson would like the Council to consider building a skateboard park.

Shadon and Terry explained that the police have been called when the kids skate at the library and they would like the Council to consider building a skate park. Terry expressed concern about the way kids are treated at the library.

Moe Cattine commented on the need for a skateboard park and the way the security guard at the library harasses the skaters.

REPORTS: (Informational items only.)

1. Mayor/Council -Chair/Boardmembers

Council / Board Member Segala commended staff for looking into his concerns and remedying the problems around the City.

Council / Board Member Hudson reported attending the League of California Cities conference in Los Angeles; attended presentations regarding getting your City film ready and how important it is to do it; Bracken Oil along train tracks, and a seminar on panhandling and prayer.

Council / Board Member Wilson attended her first annual conference of the League of California Cities attending many good workshops and it was a chance to create a good networking system such as transition and moving through the issues, sustainability, film commission, community engagement and community involvement, and commended staff's response to the traffic flow at Pintail and Railroad intersection during repairs.

Council / Board Member Day reported on the economy stating quite a few mom and pop businesses were coming to Suisun and Wal-Mart will be a tremendous asset

Mayor / Chair Sanchez reported attending the annual League of California Cities Conference and noted there was a program called City in Bloom where a non-profit organization pick it up the planting and caring for flowering plants and shrubs at the entrances of the city; and attended the following meetings: STA meeting, water agency, and sewer district.

2. City Manager/Executive Director/Staff

a. Report on Nonprofit Fireworks Sales and Debriefing – (O'Brien)

Assistant City Manager Anderson reported on the 4th of July fireworks

Chas Hales from Temple 212 reported they had fun, it was very hard work, but they would do it again. He wishes he profit that the nonprofit makes after 50-50 split with TNT, 7% City surcharge and then the 52-48 split with the City could be increased and suggested the City split be 50-50.

Muriel Clemente from North Hill Devil Dogs thanked the Council for allowing them to participate; stated it was a great opportunity to make money for the kids and suggested the cost of doing business be taken out before doing the 52-48 split which would give the nonprofit 22% profit increase.

Pastor Ken Martin from the Macedonia Church of God and Christ thanked the Council for allowing them to sell fireworks and suggested the percentage be adjusted.

8:03 PM – Mayor Sanchez recessed the Council for a break

8:15 PM - Mayor Sanchez reconvened the Council.

b. Community Services Foundation Update – (Jessop)

City Manager Bragdon reported the Foundation still needs to raise \$6,000 to put on Christmas in Old Town.

CONFLICT OF INTEREST NOTIFICATION

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

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Introduction and Swearing in of new Suisun City Police Employee Communications and Records Technician Patricia Schwartz – (Dadisho).

Item was pulled.

4. Proclamation and Presentation by O. Johnson, Team Solano, SOFIT 2014 for “SOFITCITY Day.”

Mayor Sanchez read and Council Member Hudson presented the Proclamation to O. Johnson. Mr. Johnson stated on September 27, 2014 at 8:00 AM they will be sponsoring a 5K and 10K walk or run events and stated he is working towards making Solano County a healthier county.

5. Presentation of Proclamation to the Fire Department Proclaiming October 5–11, 2014 as “National Fire Prevention Week.”

Mayor Sanchez read and Council Member Segala presented the Proclamation to Fire Marshall Kaspersen.

Item 6 was moved forwarded.

6. Presentation of Proclamation to Geri Lawler, Suisun City Employee, Retiring after 34 Years of Service 1980 – 2014.

Mayor Sanchez read and Council Member Wilson presented the Proclamation to Senior Account Clerk Lawler.

CONSENT CALENDAR

City Council

7. Council Adoption of Resolution No. 2014 -69: Approving an Amendment to the Settlement Agreement with David James Fong – (Anderson).

Suisun City Council Acting as Successor Agency

8. Receiving and Accepting a Recognized Obligation Payment Schedule 14/15B (ROPS) for the Period of January through June 2015 – (Garben).

Joint City Council / Suisun City Council Acting as Successor Agency

9. Council/Agency Approval of the August 2014 Payroll Warrants in the amount of \$378,505.75. Council/Agency Approval of the August 2014 Payable Warrants in the amount of \$1,047,636.18 – (Finance).

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

10. 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 29, 2014, July 31, 2014, August 12, 2014 and August 19, 2014 – (Hobson).

Council Member Segala requested Item 7 be pulled from Consent Calendar.

Motioned by Council / Board Member Wilson and seconded by Council / Board Member Hudson to approve Consent Calendar Items 8, 9, and 10. Motion carried unanimously by the following roll call vote:

AYES: Council / Board Members Day, Hudson, Segala, Wilson, Sanchez

Item 7

Motioned by Council Member Day and seconded by Council Member Hudson to adopt Resolution No. 2014-69. Motion carried by the following vote:

AYES: Council Members Day, Hudson, Wilson, Sanchez

NOES: Council Member Segala

PUBLIC HEARINGS

City Council

11. PUBLIC HEARING: Zephyr Estates Development Project – CONTINUED FROM AUGUST 19, 2014 - (KEARNS).

- a. **Council Adoption of Resolution No. 2014-70: Approving General Plan Amendment No. GP 13/14-001, Re-Designating APN 0174-120-230 from 6 Acres of General Commercial and 2.6 Acres of High-Density Residential to 7.1 Acres of Medium Density Residential and 1.5 Acres of General Commercial for the Zephyr Estates Project.**
- b. **Council Waiver of Reading and Introduction of Ordinance No. 727: Amending the Suisun City Zoning Map for APN 0174-120-230 to Rezone the Property to 7.1 Acres of Residential Medium Density (RM) and 1.5 Acres of General Commercial (GC) for the Zephyr Estates Project.**
- c. **Council Adoption of Resolution No. 2014-71: Approving Tentative Subdivision Map No. SM 13/14-001 Creating a Total of 59 Residential Lots and a 1.5 Acre General Commercial Parcel, Planned Unit Development No. PD 13/14-001 Providing Deviations From Zoning Regulations in the Medium Density Residential Zoning District, and Site Plan/Architectural No. 13/14-005 APN 0174-120-230.**
- d. **Council Adoption of Resolution No. 2014-72: Accepting Mitigation Monitoring and Reporting Program, Exhibit A, and Adopting a Mitigated Negative Declaration for the Zephyr Estates Project.**

Mayor Sanchez opened the public hearing.

Dale Creighton, SCO Planning and Engineering of Schwartz Land Development Company, Zephyr Estates, gave a presentation.

Hearing no further comments Mayor Sanchez closed the public comment.

Motioned by Council Member Day and seconded by Council Member Wilson to adopt Council Resolutions No. 2014-70. Motion carried unanimously by the following roll call vote:

AYES: Council / Board Members Day, Hudson, Segala, Wilson, Sanchez

Council Member Day introduced Ordinance No. 727. Motioned by Council Member Segala and seconded by Council Member Wilson to waive reading of Ordinance No. 727. Motion carried unanimously by the following roll call vote:

AYES: Council / Board Members Day, Hudson, Segala, Wilson, Sanchez

Motioned by Council Member Segala and seconded by Council Member Day to adopt Council Resolutions No. 2014-71 and No. 2014-72. Motion carried unanimously by the following roll call vote:

AYES: Council / Board Members Day, Hudson, Segala, Wilson, Sanchez

8:50 PM – Mayor Sanchez left the meeting and gave the gavel to Vice Mayor Wilson.

GENERAL BUSINESS

City Council

- 12. Council Adoption of Resolution No. 2014-73: Accepting the Draft 2014 Conceptual Plan for the Lawler Ranch Park, and Authorizing the City Manager to Enter into a Professional Services Agreement on the City's Behalf with Gates + Associates for the Preparation of the Construction Documents for the Lawler Ranch Park Phase II Project. – (Jessop)**

Todd Young of Gates and Associates gave a presentation

Bethany Smith suggested another basketball hoop and court.

Amit Pal expressed concern about maintenance of portable restrooms, removing water fountains, and having dog-watering bowl.

9:26 PM – Council Member Hudson left Council Chambers.

9:29 - Council Member Hudson returned to meeting.

Parks and Recreation Commissioners commented on the proposed plan.

9:55 PM – Council Member Hudson left Council Chambers.

9:57 PM – Council Member Hudson returned.

and the liability, Dog area risk management move forward to get specs, dog area as proposed, drinking fountain add bid and perimeter lighting add bid, one basketball ½ court, and porta potty enclosure only for restrooms could be discussed later.

Roger Miller reported attending many of the community meetings and stated the issues had been thoroughly discussed and recommended approval of the draft 2014 Conceptual Plan for the Lawler Ranch Park.

Motioned by Council Member Segala and seconded by Council Member Day to adopt Council Resolution No. 2014-73 with the five areas of clarification: porta-potty enclosure, the dog area to go forward but staff to bring back the operations and liability plan, one half basketball court, with perimeter lighting and water fountains as an add bid. Motion carried unanimously by the following roll call vote:

AYES: Council Members Day, Segala, Wilson

NOES: Council Member Hudson

ABSENT: Mayor Sanchez

ADJOURNMENT

There being no further business, Mayor Pro Tem Wilson adjourned the meeting at 10:20 PM.

Linda Hobson, CMC
City Clerk

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

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

THURSDAY, SEPTEMBER 25, 2014

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.

ROLL CALL

Mayor Sanchez called the meeting to order at 7:00 PM with the following Council Members present: Day, Hudson, Segala, Wilson and Mayor Sanchez.

PUBLIC COMMENT - None

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

CONFLICT OF INTEREST NOTIFICATION

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

Council Member Day reported a conflict with the Closed Session Item.

CLOSED SESSION

Pursuant to California Government Code section 54954.5 the City Council and Suisun City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City will hold a Closed Session for the purpose of:

Joint City Council/Suisun City Council Acting as Successor Agency

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Name of case: Main Street West v. Suisun City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City Case # FCS043017

7:01 PM – Mayor / Chairman Sanchez recessed the meeting to Closed Session.

CONVENE OPEN SESSION

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

8:12 PM – Mayor Sanchez reconvened the meeting and reported no decisions had been made in Closed Session.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 8:12 PM.

Linda Hobson, CMC
City Clerk

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.

AGENDA TRANSMITTAL

MEETING DATE: October 7, 2014

CITY AGENDA ITEM: Council Discussion and Direction: Consideration of a City Ordinance Regulating Smoking in Public Locations of Tobacco Products for the Health and Safety of the Community.

FISCAL IMPACT: There would be no fiscal impacts to the General Fund to discuss the imposition of restrictions on tobacco products and their use in public places.

BACKGROUND: The City currently does not have any policies dealing with the regulation of tobacco products and their use in public places or the use of these products in areas open to the public other than those found in state or federal law.

On July 15, 2014, staff brought to Council a Discussion and Direction Local Land Use item regarding smoking of hookah and e-cigarettes and the dangers of their use in public places. The Council directed staff to come back with a discussion and direction item on regulating the use of tobacco in public places such as parks and the downtown plaza during events sponsored by the City and that of the Suisun City Historic Waterfront Business Improvement District.

STAFF REPORT: Outdoor smoking creates a public nuisance, both because of the health hazard of secondhand smoke and the toxic pervasiveness of cigarette butts, which constitute the most common form of plastic litter on beaches, both in the U.S. and throughout the world. Not only are the filters and remnants of tobacco in cigarette butts dangerous to children and wildlife, but smoldering butts and matches tossed onto the ground cause hundreds of fires each year.

The City currently follows State laws regulating smoking and tobacco products. However, State laws do not regulate outdoor smoking in public locations such as parks and other outdoor venues. The basic question for the City Council, therefore, is whether or not to increase the regulation of outdoor smoking at the local level, and if yes, to what extent.

To facilitate Council's discussion, staff solicited input from the Suisun City Historic Waterfront District and researched the practices of other municipalities locally, within the State and nationally. The findings from this additional outreach include:

- The Suisun City Historic Waterfront Business Improvement District (BID) supports a ban on smoking at all events in the Waterfront District, and in the Harbor Plaza park at all times.
- The BID identified a few examples of other cities which have banned outdoor smoking in public places, including parks and beaches (letter attached.)

PREPARED BY:
REVIEWED/APPROVED BY:

Edmond Dadisho, Police Chief
Suzanne Bragdon, City Manager

- A number of municipalities across the country have some form of smoke-free park laws, including 143 in the State of California (list attached.)

As for our local cities, staff has attached ordinances from the City of Vallejo and the City of Vacaville. Locally:

- Vallejo has the most restrictive ordinance banning smoking in all city parks and recreational facilities.
- The City of Vacaville bans smoking in parks and recreational areas, except in designated places.
- Fairfield is the least restrictive, prohibiting smoking in “open spaces” only. Open space is defined as any parcel or area of land or water located within or surrounding the City of Fairfield, which is essentially unimproved, and which is devoted to an open space use (Rockville Hills Regional Park).

In a recent action plan submitted by the Partners for Healthy Solano, two of their priorities are to increase access to smoke-free or tobacco-free environments and to increase the number of jurisdictions with 100% smoke-free parks and facilities.

As the Council can see, there are many options and variations of smoke-free ordinances throughout the state municipalities and a myriad of reasons why they are being enacted. Each ordinance is tailored for specific needs, the health of their community, and environmental issues. These variations have been from outright bans on smoking at all outdoor locations, to restrictions on smoking at special events or specific locations. Some have established designated smoking areas in parks and other public outdoor facilities.

Given these practices and interests, some of the questions for Council consideration include:

- Does the Council want to create a smoking Ordinance addressing restrictions in select public spaces such as Downtown at the Plaza and Courtyard, public parks and/or outside facilities within a certain distance from schools, etc?
- Does the Council want to regulate smoking in all parks and public spaces within the City?
- Does the Council want to only focus on restrictions during all or certain special events?
- Or any combination of the above?
- If the Council is interested in some level of regulation, is there an interest in, or not, a Moratorium for 45 days to study and provide the Council with recommendations moving forward?

With all of these options available, Council has an opportunity to create a unique ordinance for the City that would provide the Police Department the tools and authority necessary to warn, or cite individuals who are smoking in designated areas, such as the Plaza and Courtyard, who tend to loiter in groups. It would also promote the health and welfare of the community utilizing designated public spaces and/or during special events, while protecting the environment from littering cigarette butts. Staff is ready to hear any direction that Council would like for this ordinance.

RECOMMENDATION: It is recommended that the City Council discuss this topic and provide direction to staff regarding: Consideration of a City Ordinance Regulating Smoking in Public Locations of Tobacco Products for the Health and Safety of the Community.

ATTACHMENTS:

1. Letter from the Suisun City Historic Waterfront Business Improvement District in support of a smoking ordinance.
2. American Nonsmokers' Rights Foundation List of Municipalities with Smoke-Free Laws.
3. City of Roseville information on Smoke-Free Parks Ordinance.
4. City of Vallejo Municipal Code, Chapter 7.68 Regulation of Smoking in Public Places and Work Places.
5. City of Vacaville Municipal Code, Chapter 12.28.091 Prohibition of Smoking within City Parks and Recreational Facilities Except in Designated Areas.



September 10, 2014

City of Suisun City
Mayor and Council
700 Civic Center Drive
Suisun City, CA 94585

RE: Smoking Ban at Public Events

Dear Mayor Sanchez and Council members:

The Suisun City Historic Waterfront Business Improvement District supports a proposed ban on smoking at all events (not just city-sponsored events) in the Waterfront District, and in Harbor Plaza park at all times.

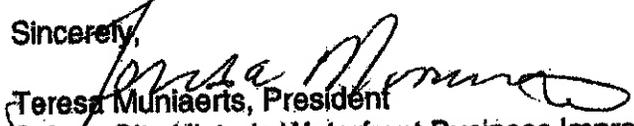
We cite some examples of other cities that have enacted smoking bans:

- Smoking is not permitted on San Diego County Beaches. All parks are now tobacco free, except in the city of Santee. All other cities' parks and the unincorporated areas of San Diego County's parks are smoke-free.
- San Jose has forbidden smoking in outdoor seating areas of stadiums and sports arenas, city parks and within 25 feet of the entrance to a city library or community center.
- In San Francisco, smoking is prohibited in public parks and at bus stops.
- The Long Beach City Council unanimously voted to ban smoking in all city parks and other outdoor areas, including picnic areas, playgrounds, sports or playing fields, walking paths, gardens, hiking trails, and bike paths. Smoking was already illegal on city beaches.

Other cities that have ordinances on smoking in parks include San Rafael, Berkeley, Covina and Menlo Park.

We strongly encourage you to enact a no-smoking ordinance in Harbor Plaza.

Sincerely,


Teresa Muniaerts, President
Suisun City Historic Waterfront Business Improvement District

P.O. Box 566, Suisun City, CA 94585

Defending your right to breathe smokefree air since 1976

Municipalities with Smokefree Park Laws
Enacted as of October 1, 2014

This list includes those municipalities that specified that all city parks and/or specifically named city parks are smokefree. The list does not include those municipalities that have designated smoking areas in city parks, those that provide coverage only a certain number of feet from playgrounds or youth areas, and those that provide coverage only during youth events.

1.	Albertville	AL
2.	Bay Minette	AL
3.	Bayou La Batre	AL
4.	Center Point	AL
5.	Crossville	AL
6.	Daphne	AL
7.	Decatur	AL
8.	Fayette	AL
9.	Florence	AL
10.	Fultondale	AL
11.	Gulf Shores	AL
12.	Headland	AL
13.	Homewood	AL
14.	Hueytown	AL
15.	Huntsville	AL
16.	Irondale	AL
17.	Jacksonville	AL
18.	Jasper	AL
19.	Lineville	AL
20.	Mobile	AL
21.	Montevallo	AL
22.	Orange Beach	AL
23.	Selma	AL
24.	Spanish Fort	AL
25.	Sylvania	AL
26.	Troy	AL
27.	Atkins	AR
28.	Batesville	AR
29.	Benton	AR
30.	Bentonville	AR
31.	Blytheville	AR
32.	Conway	AR
33.	Gosnell	AR
34.	Little Rock	AR
35.	Magnolia	AR
36.	Phillips County	AR
37.	Russellville	AR
38.	Goodyear	AZ

39.	San Luis	AZ
40.	Alameda	CA
41.	Alameda County	CA
42.	Albany	CA
43.	Alhambra	CA
44.	Amador County	CA
45.	Apple Valley	CA
46.	Arbuckle	CA
47.	Arcata	CA
48.	Arroyo Grande	CA
49.	Atascadero	CA
50.	Baldwin Park	CA
51.	Banning	CA
52.	Belmont	CA
53.	Berkeley	CA
54.	Beverly Hills	CA
55.	Blue Lake	CA
56.	Boulder Creek	CA
57.	Builton	CA
58.	Calabasas	CA
59.	Calexico	CA
60.	Camarillo	CA
61.	Campbell	CA
62.	Capitola	CA
63.	Carpinteria	CA
64.	Carson	CA
65.	Ceres	CA
66.	Cerritos	CA
67.	Chico	CA
68.	Chula Vista	CA
69.	Claremont	CA
70.	Clayton	CA
71.	Clearlake	CA
72.	Clovis	CA
73.	Colton	CA
74.	Colusa	CA
75.	Compton	CA
76.	Concord	CA

77.	Contra Costa County	CA
78.	Corona	CA
79.	Coronado	CA
80.	Corte Madera	CA
81.	Crescent City	CA
82.	Culver City	CA
83.	Cupertino	CA
84.	Danville	CA
85.	Del Mar	CA
86.	Dublin	CA
87.	El Cajon	CA
88.	El Monte	CA
89.	Emeryville	CA
90.	Encinitas	CA
91.	Eureka	CA
92.	Fairfax	CA
93.	Firebaugh	CA
94.	Foster City	CA
95.	Fountain Valley	CA
96.	Fowler	CA
97.	Fremont	CA
98.	Fresno	CA
99.	Gardena	CA
100.	Glendora	CA
101.	Grand Terrace	CA
102.	Grover Beach	CA
103.	Hayward	CA
104.	Healdsburg	CA
105.	Hermosa Beach	CA
106.	Huntington Park	CA
107.	Imperial Beach	CA
108.	Inglewood	CA
109.	Jackson	CA
110.	La Canada Flintridge	CA
111.	La Verne	CA
112.	Lafayette	CA
113.	Laguna Beach	CA
114.	Laguna Hills	CA
115.	Laguna Woods	CA
116.	Lakeport	CA
117.	Larkspur	CA
118.	Lemon Grove	CA
119.	Live Oak	CA
120.	Loma Linda	CA
121.	Long Beach	CA
122.	Los Angeles	CA
123.	Los Gatos	CA
124.	Mammoth Lakes	CA
125.	Manhattan Beach	CA

126.	Marin County	CA
127.	Martinez	CA
128.	Menlo Park	CA
129.	Mill Valley	CA
130.	Monterey Park	CA
131.	Morro Bay	CA
132.	Murrieta	CA
133.	Napa	CA
134.	National City	CA
135.	Newport Beach	CA
136.	Norco	CA
137.	Novato	CA
138.	Oak Park	CA
139.	Oakland	CA
140.	Oceanside	CA
141.	Pacific Grove	CA
142.	Palm Springs	CA
143.	Palo Alto	CA
144.	Palos Verdes Estates	CA
145.	Pasadena	CA
146.	Petaluma	CA
147.	Pinole	CA
148.	Pismo Beach	CA
149.	Rancho Cucamonga	CA
150.	Redding	CA
151.	Redlands	CA
152.	Redondo Beach	CA
153.	Redwood City	CA
154.	Reedley	CA
155.	Richmond	CA
156.	Rosemead	CA
157.	Roseville	CA
158.	Ross	CA
159.	San Anselmo	CA
160.	San Bernardino	CA
161.	San Clemente	CA
162.	San Diego County	CA
163.	San Dimas	CA
164.	San Fernando	CA
165.	San Francisco	CA
166.	San Gabriel	CA
167.	San Jose	CA
168.	San Leandro	CA
169.	San Luis Obispo	CA
170.	San Mateo County	CA
171.	San Rafael	CA
172.	San Ramon	CA
173.	Santa Ana	CA
174.	Santa Clara County	CA

175. Santa Clarita	CA
176. Santa Cruz County	CA
177. Santa Monica	CA
178. Santa Rosa	CA
179. Sausalito	CA
180. Seal Beach	CA
181. Sebastopol	CA
182. Simi Valley	CA
183. Solana Beach	CA
184. South Pasadena	CA
185. South San Francisco	CA
186. St. Helena	CA
187. Sunnyvale	CA
188. Tehachapi	CA
189. Temecula	CA
190. Temple City	CA
191. Thousand Oaks	CA
192. Tiburon	CA
193. Torrance	CA
194. Truckee	CA
195. Ukiah	CA
196. Vallejo	CA
197. Walnut Creek	CA
198. Watsonville	CA
199. Whittier	CA
200. Williams	CA
201. Windsor	CA
202. Winters	CA
203. Yuba City	CA
204. Yucaipa	CA
205. Arvada	CO
206. Avon	CO
207. Brighton	CO
208. Commerce City	CO
209. Durango	CO
210. Eagle County	CO
211. Las Animas	CO
212. Snowmass Village	CO
213. Steamboat Springs	CO
214. Timnath	CO
215. Wellington	CO
216. Wheat Ridge	CO
217. Winter Park	CO
218. Colchester	CT
219. East Lyme	CT
220. Ellington	CT
221. Montville	CT
222. Wallingford	CT
223. Windham	CT

224. Washington	DC
225. Bethany Beach	DE
226. Delaware City	DE
227. Dewey Beach	DE
228. Fenwick Island	DE
229. Lewes	DE
230. Milton	DE
231. Rehoboth Beach	DE
232. Chipley	FL
233. Highlands County	FL
234. Lauderdale Lakes	FL
235. Lighthouse Point	FL
236. Miami/Dade County	FL
237. Parkland	FL
238. Sarasota County	FL
239. West Park	FL
240. Alpharetta	GA
241. Athens/Clarke County	GA
242. Atlanta	GA
243. Clayton County	GA
244. Coweta County	GA
245. DeKalb County	GA
246. Doraville	GA
247. Douglasville	GA
248. Duluth	GA
249. Effingham County	GA
250. Gainesville	GA
251. Henry County	GA
252. Jonesboro	GA
253. Liberty County	GA
254. Newton County	GA
255. Norcross	GA
256. Roswell	GA
257. Hawaii County	HI
258. Maui County	HI
259. Clarinda	IA
260. Des Moines	IA
261. Glenwood	IA
262. Humboldt	IA
263. Indianola	IA
264. Iowa City	IA
265. Johnson County	IA
266. Johnston	IA
267. Kellerton	IA
268. Mount Ayr	IA
269. Muscatine	IA
270. Red Oak	IA
271. Scott County	IA
272. Tipton	IA

273. Urbandale	IA
274. Ammon	ID
275. Burley	ID
276. Coeur d'Alene	ID
277. Ketchum	ID
278. Meida	ID
279. Meridian	ID
280. Altona	IL
281. Beach Park	IL
282. Buffalo Grove	IL
283. Chicago Heights	IL
284. Deerfield	IL
285. Grandwood Park	IL
286. Gurnee	IL
287. Hainesville	IL
288. Hawthorn Woods	IL
289. Highland Park	IL
290. Hoffman Estates	IL
291. Lake Bluff	IL
292. Lake Forest	IL
293. Libertyville	IL
294. Lincoln	IL
295. Lincolnwood	IL
296. Lindenhurst	IL
297. New Lenox	IL
298. Northbrook	IL
299. Oak Park	IL
300. Palatine	IL
301. Park Ridge	IL
302. Round Lake	IL
303. Round Lake Beach	IL
304. Round Lake Heights	IL
305. Round Lake Park	IL
306. Vernon Hills	IL
307. Waukegan	IL
308. Wheaton	IL
309. Wilmette	IL
310. Zion	IL
311. Cumberland	IN
312. Elkhart	IN
313. Evansville	IN
314. Fishers	IN
315. Goshen	IN
316. Greenwood	IN
317. Logansport	IN
318. Monroe County	IN
319. St. Joseph County	IN
320. Westfield	IN
321. Winfield	KS

322. Woodford County	KY
323. Bastrop	LA
324. Baton Rouge/East Baton Rouge Parish	LA
325. DeRidder	LA
326. Shreveport	LA
327. Abington	MA
328. Adams	MA
329. Arlington	MA
330. Attleboro	MA
331. Barnstable	MA
332. Belmont	MA
333. Bolton	MA
334. Boston	MA
335. Braintree	MA
336. Buckland	MA
337. Cambridge	MA
338. Deerfield	MA
339. Easton	MA
340. Franklin	MA
341. Gill	MA
342. Grafton	MA
343. Great Barrington	MA
344. Greenfield	MA
345. Hingham	MA
346. Holliston	MA
347. Holyoke	MA
348. Lancaster	MA
349. Malden	MA
350. Mashpee	MA
351. Medway	MA
352. Montague	MA
353. New Bedford	MA
354. Peabody	MA
355. Pittsfield	MA
356. Raynham	MA
357. Somerville	MA
358. South Hadley	MA
359. Sunderland	MA
360. Sutton	MA
361. Townsend	MA
362. Tyngsborough	MA
363. Wendell	MA
364. Westford	MA
365. Weymouth	MA
366. Bowie	MD
367. Caroline County	MD
368. Hagerstown	MD
369. Harford County	MD
370. Howard County	MD

371. Augusta	ME
372. Bath	ME
373. Biddeford	ME
374. Bucksport	ME
375. Camden	ME
376. China	ME
377. Gardiner	ME
378. Gorham	ME
379. Gray	ME
380. Litchfield	ME
381. Portland	ME
382. South Portland	ME
383. Westbrook	ME
384. Winthrop	ME
385. Bad Axe	MI
386. Dexter	MI
387. Grand Traverse County	MI
388. Greenville	MI
389. Hastings	MI
390. Houghton	MI
391. Huntington Woods	MI
392. Muskegon	MI
393. Wells Township	MI
394. Adrian	MN
395. Aitkin	MN
396. Albert Lea	MN
397. Andover	MN
398. Anoka	MN
399. Arden Hills	MN
400. Ashby	MN
401. Aurora	MN
402. Austin	MN
403. Battle Lake	MN
404. Baxter	MN
405. Bemidji	MN
406. Biwabik	MN
407. Blooming Prairie	MN
408. Bloomington	MN
409. Callaway	MN
410. Champlin	MN
411. Cohasset	MN
412. Coon Rapids	MN
413. Dassel	MN
414. Dayton	MN
415. Donnelly	MN
416. Eden Prairie	MN
417. Edina	MN
418. Elbow Lake	MN
419. Ellsworth	MN

420. Fairfax	MN
421. Falcon Heights	MN
422. Fayal Township	MN
423. Fridley	MN
424. Ham Lake	MN
425. Hancock	MN
426. Hardwick	MN
427. Hastings	MN
428. Henning	MN
429. Hermantown	MN
430. Hoffman	MN
431. Hopkins	MN
432. International Falls	MN
433. Kent	MN
434. Lester Prairie	MN
435. Long Lake	MN
436. Luverne	MN
437. Maple Grove	MN
438. Maple Plain	MN
439. Maplewood	MN
440. Marshall	MN
441. Medford	MN
442. Mendota Heights	MN
443. Mora	MN
444. Morris	MN
445. Mounds View	MN
446. New York Mills	MN
447. North St. Paul	MN
448. Olmsted County	MN
449. Orono	MN
450. Osseo	MN
451. Parkers Prairie	MN
452. Pipestone	MN
453. Plato	MN
454. Plymouth	MN
455. Ramsey	MN
456. Richfield	MN
457. Robbinsdale	MN
458. Round Lake	MN
459. Savage	MN
460. Spring Lake Park	MN
461. Spring Park	MN
462. St. Francis	MN
463. St. Louis Park	MN
464. Wendell	MN
465. Wheaton	MN
466. White Earth	MN
467. Hazelwood	MO
468. Kahoka	MO

469.	Kirksville	MO
470.	Lee's Summit	MO
471.	Sedalia	MO
472.	Aberdeen	MS
473.	Batesville	MS
474.	Booneville	MS
475.	Cary	MS
476.	Ecu	MS
477.	Greenwood	MS
478.	Gulfport	MS
479.	Hattiesburg	MS
480.	Hernando	MS
481.	Hollandale	MS
482.	Kosciusko	MS
483.	McComb	MS
484.	Ocean Springs	MS
485.	Pascagoula	MS
486.	Petal	MS
487.	Pontotoc	MS
488.	Senatobia	MS
489.	Southaven	MS
490.	Tupelo	MS
491.	Walls	MS
492.	Havre	MT
493.	Helena	MT
494.	Albemarle	NC
495.	Asheville	NC
496.	Boone	NC
497.	Cabarras County	NC
498.	Catawba County	NC
499.	Chapel Hill	NC
500.	Cherryville	NC
501.	Claremont	NC
502.	Concord	NC
503.	Conover	NC
504.	Cornelius	NC
505.	Dallas	NC
506.	Durham County	NC
507.	Harrisburg	NC
508.	Hickory	NC
509.	Huntersville	NC
510.	Kannapolis	NC
511.	Lowell	NC
512.	Macon County	NC
513.	McAdenville	NC
514.	Mooresville	NC
515.	Mount Holly	NC
516.	Orange County	NC
517.	Oxford	NC

518.	Salisbury	NC
519.	Saluda	NC
520.	Troutman	NC
521.	Valdese	NC
522.	Beulah	ND
523.	Fessenden	ND
524.	Langdon	ND
525.	Wahpeton	ND
526.	Grand Island	NE
527.	Berlin	NH
528.	Laconia	NH
529.	Peterborough	NH
530.	Somersworth	NH
531.	Bergen County	NJ
532.	Berlin Borough	NJ
533.	Berlin Township	NJ
534.	Beverly	NJ
535.	Bloomington Borough	NJ
536.	Burlington County	NJ
537.	Burlington Township	NJ
538.	Butler Borough	NJ
539.	Byram	NJ
540.	Camden	NJ
541.	Carlstadt Borough	NJ
542.	Chatham Borough	NJ
543.	Chatham Township	NJ
544.	Cherry Hill Township	NJ
545.	Clayton Borough	NJ
546.	Clifton	NJ
547.	Closter	NJ
548.	Delran Township	NJ
549.	Denville Township	NJ
550.	East Greenwich	NJ
551.	East Newark Borough	NJ
552.	East Rutherford Borough	NJ
553.	Evesham Township	NJ
554.	Fairfield Township	NJ
555.	Fairfield Township	NJ
556.	Far Hills Borough	NJ
557.	Franklin Lakes	NJ
558.	Frenchtown Borough	NJ
559.	Garfield	NJ
560.	Glassboro Borough	NJ
561.	Glen Ridge	NJ
562.	Glen Rock Borough	NJ
563.	Hackettstown Town	NJ
564.	Hamilton Township	NJ
565.	Hanover Township	NJ
566.	Hawthorne	NJ

567. Highland Park Borough	NJ
568. Hoboken	NJ
569. Island Heights Borough	NJ
570. Jackson Township	NJ
571. Jefferson Township	NJ
572. Jersey City	NJ
573. Kearny	NJ
574. Lavallette Borough	NJ
575. Lawrence Township	NJ
576. Linwood City	NJ
577. Little Egg Harbor Township	NJ
578. Little Falls Township	NJ
579. Little Ferry Borough	NJ
580. Livingston Township	NJ
581. Logan Township	NJ
582. Long Hill Township	NJ
583. Madison Borough	NJ
584. Mahwah Township	NJ
585. Manalapan Township	NJ
586. Manchester Township	NJ
587. Manville Borough	NJ
588. Maplewood Township	NJ
589. Millstone Township	NJ
590. Moonachie Borough	NJ
591. Mount Arlington Borough	NJ
592. Mount Holly Township	NJ
593. Neptune Township	NJ
594. Newton	NJ
595. North Bergen Township	NJ
596. Nutley Township	NJ
597. Oakland Borough	NJ
598. Ocean City	NJ
599. Oradell Borough	NJ
600. Orange Township	NJ
601. Oxford Township	NJ
602. Palisades Park Borough	NJ
603. Paramus Borough	NJ
604. Passaic	NJ
605. Passaic County	NJ
606. Penns Grove Borough	NJ
607. Pequannock Township	NJ
608. Perth Amboy	NJ
609. Point Pleasant Borough	NJ
610. Princeton Borough	NJ
611. Prospect Park	NJ
612. Raritan Township	NJ
613. Ridgefield Borough	NJ
614. Ridgewood Village	NJ
615. Ringwood	NJ

616. River Edge Borough	NJ
617. River Vale Township	NJ
618. Rockaway Township	NJ
619. Rumson Borough	NJ
620. Runnemede Borough	NJ
621. Seaside Park	NJ
622. Secaucus	NJ
623. Shrewsbury Borough	NJ
624. Somers Point	NJ
625. Somerset County	NJ
626. Sparta	NJ
627. Spotswood Borough	NJ
628. Stafford Township	NJ
629. Stanhope Borough	NJ
630. Teaneck Township	NJ
631. Tenafly Borough	NJ
632. Tinton Falls Borough	NJ
633. Union City	NJ
634. Union County	NJ
635. Ventnor City	NJ
636. Vernon Township	NJ
637. Vineland City	NJ
638. Voorhees Township	NJ
639. Wanaque Borough	NJ
640. Warren Township	NJ
641. Washington Township	NJ
642. Wayne Township	NJ
643. West Milford Township	NJ
644. West Orange township	NJ
645. Westwood Borough	NJ
646. White Township	NJ
647. Woodbridge Township	NJ
648. Wood-Ridge Borough	NJ
649. Woodstown Borough	NJ
650. Woolwich Township	NJ
651. Wyckoff Township	NJ
652. Albuquerque	NM
653. Mesilla	NM
654. Albany	NY
655. Albion	NY
656. Alden	NY
657. Alden Village	NY
658. Amherst	NY
659. Arkport	NY
660. Auburn	NY
661. Avon	NY
662. Barneveid	NY
663. Batavia	NY
664. Bethlehem	NY

665.	Binghamton	NY
666.	Brighton	NY
667.	Brocton	NY
668.	Brookhaven	NY
669.	Carlton	NY
670.	Carmel	NY
671.	Chatham	NY
672.	Chlittenango	NY
673.	Clarence	NY
674.	Clay	NY
675.	Constable	NY
676.	Cooperstown	NY
677.	Copake	NY
678.	Cortlandville	NY
679.	DeWitt	NY
680.	Dobbs Ferry	NY
681.	Dundee	NY
682.	Dutchess County	NY
683.	East Aurora	NY
684.	East Otto	NY
685.	Eden	NY
686.	Elmira	NY
687.	Elmira Heights	NY
688.	Ephratah	NY
689.	Erie County	NY
690.	Esperance	NY
691.	Falconer	NY
692.	Fonda	NY
693.	Fort Edward Village	NY
694.	Gardiner	NY
695.	Geddes	NY
696.	Gerry	NY
697.	Ghent	NY
698.	Glens Falls	NY
699.	Glenville	NY
700.	Gloversville	NY
701.	Gouverneur	NY
702.	Gowanda	NY
703.	Granville	NY
704.	Greenfield	NY
705.	Greenport	NY
706.	Greenville	NY
707.	Hagaman	NY
708.	Hamburg	NY
709.	Hannibal	NY
710.	Harford	NY
711.	Harriestown	NY
712.	Hempstead	NY
713.	Herkimer	NY

714.	Hornell	NY
715.	Hudson	NY
716.	Hudson Falls	NY
717.	Johnson City	NY
718.	Kinderhook	NY
719.	Kingston	NY
720.	Lake Placid	NY
721.	Lancaster	NY
722.	Le Roy	NY
723.	Lewis	NY
724.	Lloyd	NY
725.	Louisville	NY
726.	Maine	NY
727.	McGraw	NY
728.	Moravia	NY
729.	Moreau	NY
730.	Mount Vernon	NY
731.	Nassau	NY
732.	Nassau County	NY
733.	New Paltz	NY
734.	Newfield	NY
735.	Niagara Falls	NY
736.	Niskayuna	NY
737.	Northumberland	NY
738.	Norwood	NY
739.	Oakfield	NY
740.	Oneida	NY
741.	Onondaga	NY
742.	Orchard Park	NY
743.	Owasco	NY
744.	Patterson	NY
745.	Pawling	NY
746.	Plattsburgh	NY
747.	Poland	NY
748.	Pomfret	NY
749.	Port Jervis	NY
750.	Poughkeepsie	NY
751.	Queensbury	NY
752.	Richmondville	NY
753.	Rochester	NY
754.	Rochester	NY
755.	Royalton	NY
756.	Russia	NY
757.	Salina	NY
758.	Sand Lake	NY
759.	Saranac Lake	NY
760.	Saratoga Springs	NY
761.	Saugerties	NY
762.	Scarsdale	NY

763. Schenectady	NY
764. Smithtown	NY
765. Sullivan County	NY
766. Tarrytown	NY
767. Ticonderoga	NY
768. Troy	NY
769. Tuckahoe	NY
770. Unadilla	NY
771. Union Springs	NY
772. Valley Stream	NY
773. Walden Village	NY
774. Walton	NY
775. Wappinger	NY
776. Wappingers Falls	NY
777. Watervliet	NY
778. Watkins Glen	NY
779. Wawarsing	NY
780. Weedsport	NY
781. Westbury	NY
782. White Plains	NY
783. Wilson Village	NY
784. New Philadelphia	OH
785. Strongsville	OH
786. Sylvania	OH
787. Ada	OK
788. Collinsville	OK
789. Dewey	OK
790. Healdton	OK
791. Hulbert	OK
792. Muskogee	OK
793. Norman	OK
794. Owasso	OK
795. Pawhuska	OK
796. Sand Springs	OK
797. Shawnee	OK
798. Tahlequah	OK
799. Ashland	OR
800. Bandon	OR
801. Beaverton	OR
802. Bend	OR
803. Benton County	OR
804. Corvallis	OR
805. Crook County	OR
806. Happy Valley	OR
807. Hillsboro	OR
808. Independence	OR
809. Lake Oswego	OR
810. Newport	OR
811. Roseburg	OR

812. Sherwood	OR
813. Stayton	OR
814. Wasco County	OR
815. Washington County	OR
816. Abbotstown Borough	PA
817. Amity Township	PA
818. Athens	PA
819. Baldwin Borough	PA
820. Bellefonte	PA
821. Bethlehem	PA
822. Blair County	PA
823. Brentwood	PA
824. Carlisle	PA
825. Chestnuthill Township	PA
826. Clairton	PA
827. Columbia Borough	PA
828. Denver Borough	PA
829. Doylestown Borough	PA
830. Dravosburg Borough	PA
831. East Donegal Township	PA
832. East Stroudsburg Borough	PA
833. Edwardsville	PA
834. Erie County	PA
835. Falls Township	PA
836. Fleetwood Borough	PA
837. Hatfield Township	PA
838. Heidelberg	PA
839. Jackson Township	PA
840. Kane Borough	PA
841. Kingston	PA
842. Kittanning	PA
843. Lackawanna County	PA
844. Lehigh Township	PA
845. Lehighon	PA
846. Lemoyne	PA
847. Mansfield Borough	PA
848. Morrisville Borough	PA
849. Mountville Borough	PA
850. New Alexandria Borough	PA
851. New Hope	PA
852. North Versailles	PA
853. Palmyra	PA
854. Philadelphia	PA
855. Prospect Park Borough	PA
856. Quakertown	PA
857. Richland Township	PA
858. Sayre	PA
859. Shaler Township	PA
860. Shoemakersville	PA

861.	South Heidelberg Township	PA
862.	Spring Garden	PA
863.	Stroud Township	PA
864.	Stroudsburg	PA
865.	Summit Township	PA
866.	Trafford	PA
867.	Upper Dublin Township	PA
868.	Upper Saucon Township	PA
869.	Upper Southampton Township	PA
870.	Upper Tulpehocken Township	PA
871.	West Goshen Township	PA
872.	West Hempfield	PA
873.	West Pittston	PA
874.	Wilkes-Barre	PA
875.	York	PA
876.	Central Falls	RI
877.	Charlestown	RI
878.	Warren	RI
879.	West Warwick	RI
880.	Woonsocket	RI
881.	Atlantic Beach	SC
882.	Cheraw	SC
883.	Clover	SC
884.	Hartsville	SC
885.	Lexington	SC
886.	Sumter	SC
887.	Surfside Beach	SC
888.	Tega Cay	SC
889.	Williamston	SC
890.	Johnson City	TN
891.	Spring Hill	TN
892.	Abilene	TX
893.	Anna	TX
894.	Bellaire	TX
895.	Benbrook	TX
896.	Conroe	TX
897.	Coppell	TX
898.	Corsicana	TX
899.	Eagle Pass	TX
900.	Farmers Branch	TX
901.	Flower Mound	TX
902.	Forney	TX
903.	Gainesville	TX
904.	Galveston	TX
905.	Greenville	TX
906.	Haltom City	TX
907.	Harlingen	TX
908.	Joshua	TX

909.	Kaufman	TX
910.	Kerrville	TX
911.	Kilgore	TX
912.	Laredo	TX
913.	Lindale	TX
914.	Lufkin	TX
915.	McAllen	TX
916.	McKinney	TX
917.	North Richland Hills	TX
918.	Paris	TX
919.	Pearland	TX
920.	Portland	TX
921.	Prosper	TX
922.	Richardson	TX
923.	Richland Hills	TX
924.	Rosenberg	TX
925.	San Marcos	TX
926.	Stafford	TX
927.	Sugar Land	TX
928.	Sunnyvale	TX
929.	Temple	TX
930.	Tyler	TX
931.	Beaver	UT
932.	Cedar City	UT
933.	Davis County	UT
934.	Harrisville	UT
935.	Holladay	UT
936.	Hooper	UT
937.	Logan	UT
938.	Orem	UT
939.	Salt Lake City	UT
940.	Salt Lake County	UT
941.	Santa Clara	UT
942.	Smithfield	UT
943.	St. George	UT
944.	Tremonton	UT
945.	Virgin	UT
946.	West Valley City	UT
947.	Barre	VT
948.	Enosburg Falls	VT
949.	Hartford	VT
950.	Rutland	VT
951.	Bainbridge Island	WA
952.	Bonney Lake	WA
953.	Bothell	WA
954.	Gig Harbor	WA
955.	Hoquiam	WA
956.	Lake Stevens	WA
957.	Lynnwood	WA

958. Marysville	WA
959. Mason County	WA
960. Puyallup	WA
961. Shoreline	WA
962. Sultan	WA
963. Tacoma	WA
964. Vancouver	WA
965. Woodinville	WA
966. Appleton	WI
967. Columbia County	WI
968. Shorewood	WI
969. St. Croix County	WI
970. Verona	WI
971. Bridgeport	WV
972. Buckhannon	WV
973. Franklin	WV
974. Grant County	WV

975. Greenbrier County	WV
976. Hendricks	WV
977. Marshall County	WV
978. Mill Creek	WV
979. Mineral County	WV
980. Moorefield	WV
981. Morgan County	WV
982. Morgantown	WV
983. Pocahontas County	WV
984. Weirton	WV
985. Burlington	WY
986. Evanston	WY
987. Mountain View	WY
988. Newcastle	WY
989. Pine Haven	WY
990. Rock Springs	WY

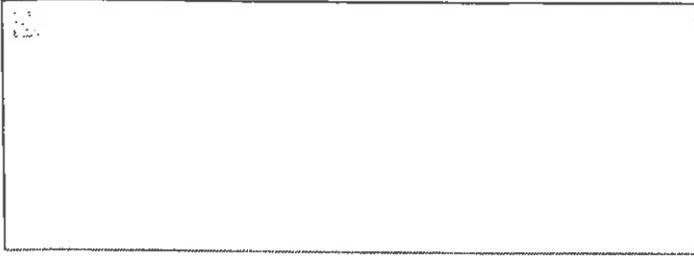
Note: The state of **Oklahoma** prohibits smoking on state lands, and the Commonwealth of **Puerto Rico** prohibits smoking in all parks.

If you know of a smokefree park law that is not currently listed here, please contact ANRF at (510) 841-3032 or anr@no-smoke.org.

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1407 [LS-34]



Smoke-Free Parks Ordinance

Ordinance No. 4593

Municipal Code Section 8.02.200 (B.2.)

The City of Roseville's smoke-free parks ordinance prohibits smoking in all City parks.

Residents benefit from this ordinance with cleaner air in our parks, lower fire risk, and less litter.



Where is smoking prohibited?

- In all City parks (including parking lots in the parks)
- In all City-designated open space areas (such as nature areas, greenbelts, and wildlife and vegetation habitat areas)
- Along all hiking and biking trails through City parks or open space areas
- At all recreational facilities owned or operated by the City of Roseville

Is there an exemption for smokers who are just passing through?

No. Anyone smoking in a City park or open space area is violating the law even if they are moving through the smoke-free area.

Do other cities have smoke-free parks?

Yes, more than 80 cities in California have smoke-free parks, and some California counties

Information & Assistance On Stopping Smoking

If you smoke and would like to quit, information and a variety of workshops are available from the following organizations.

AMERICAN LUNG ASSOCIATION

www.freedomfromsmoking.org

1-800-548-8252

CALIFORNIA SMOKERS HELPLINE

www.tobaccofreeca.com

1-800-NO-BUTTS

(1-800-662-8887)

KAISER PERMANENTE

www.kp.org/healthylifestyles

(BreatheOnline Program)

(916) 746-4369

SUTTER HEALTH

www.checksutterfirst.org

(916) 781-1446

have smoke-free parks.

Secondhand Smoke Information

UC DAVIS HEALTH SYSTEM

www.ucdmc.ucdavis.edu

(916) 734-8493

- People who breathe in secondhand smoke are inhaling more than 50 cancer-causing chemicals (Study by the US Surgeon General–2006).
- Outdoor smoke can reach the same levels as indoor smoke. Scientific studies by Stanford University and others documented that after secondhand smoke rises into the air, it becomes invisible and drops down to a lower level where people breathe in toxins from the unseen smoke.
- Secondhand smoke causes cancer (lung cancer, breast cancer, and other cancers), heart disease, asthma, Sudden Infant Death Syndrome, pre-term births, and other illnesses and health problems.
- Infants, children, and older people are especially vulnerable to secondhand smoke.

Fire Safety

This ordinance reduces the risk of fire in parks and open space, which can spread to nearby homes.

How is the law enforced?

The approach to enforcement emphasizes public education and voluntary cooperation.

No-smoking signs will be posted in parks and open space. If necessary, if a smoker refuses a request to stop smoking in a prohibited area, police officers or fire department officials may issue citations, or the smoker may be removed from the park or open space area.

What are the fines for violations?

The fine for a first offense is \$100. Second or third violations within a 12-month period are fined at \$200 and \$500, respectively.

Vallejo, California, Code of Ordinances >> Title 7 - PUBLIC HEALTH, SAFETY AND WELFARE >> IV. - Offenses Against Public Health and Safety >> Chapter 7.68 REGULATION OF SMOKING IN PUBLIC PLACES AND WORK PLACES >>

Chapter 7.68 REGULATION OF SMOKING IN PUBLIC PLACES AND WORK PLACES

Sections:

7.68.010 Legislative findings and purposes.

7.68.020 Definitions.

7.68.030 Application of chapter to city-owned vehicles and facilities.

7.68.040 Prohibition of smoking in public places.

7.68.045 Prohibition of smoking and disposal of tobacco products in recreational areas and park facilities.

7.68.050 Regulation of smoking in places of employment.

7.68.060 Smoking optional areas.

7.68.070 Posting of signs.

7.68.080 Regulating the sale of tobacco products.

7.68.090 Enforcement.

7.68.100 Violations and penalties.

7.68.110 Nonretaliation.

7.68.120 Other applicable laws.

7.68.010 Legislative findings and purposes.

The city council of the city of Vallejo hereby finds and determines that:

- A. The U.S. Environmental Protection Agency (EPA) has classified environmental tobacco smoke (ETS) as a group A carcinogen, a category reserved for toxic substances known to cause cancer and for which there is no safe level of exposure.
- B. Numerous scientific and medical studies have found that ETS is a major contributor of indoor air pollution, and a significant health hazard to nonsmokers. ETS is the third leading cause of preventable disease and death in the U.S. Exposure to ETS is responsible for thirty-seven thousand heart disease death, three thousand lung cancer deaths, and twelve thousand three hundred death due to cervical cancer and other cancers each year.
- C. ETS purposes a serious health risk for children and infants. Exposure to ETS by children and infants is responsible for: 1) serious respiratory ailments, such as bronchitis and pneumonia; 2) onset and exacerbation of asthmatic symptoms; 3) increased frequency of cough and wheezing; 4) reduced lung function and lung growth; and 5) increased rates of chronic ear infections.
- D. The U.S. EPA estimates that exposure to ETS in the workplace is about four times that of typical household exposure. Tobacco smoke in the workplace is responsible for increased health risks to workers, higher employer costs for fire and health insurance premiums, and an increased threat of employer legal liability.
- E. Restaurant employees are the occupational group most heavily exposed to ETS. According to a study by U.C. Berkeley and U.C. San Francisco researchers, restaurant employee exposure to ETS is three to five times higher than exposure in other

workplaces, and eight to twenty times higher than exposure in the home. Exposure to ETS at work makes restaurant workers one and one-half to two times more likely to die of lung cancer.

- F. A study conducted by a U.C. San Francisco researcher examined restaurant sales tax revenue data and found that one hundred percent smoke-free restaurant ordinances do not adversely effect restaurant sales within a community, and do not lead to a shift in patronage to restaurants in communities with no such ordinance.
- G. The U.S. Surgeon General has found that nicotine in tobacco products is as addictive as cocaine and heroin. The National Centers for Disease Control have found that at least four hundred thirty-four thousand Americans die each year from tobacco-caused diseases. The majority of those Americans became addicted to nicotine in tobacco products as adolescents before the age of legal consent. Recent scientific studies have found that tobacco companies target children and teens with cigarette advertising and promotion.

Accordingly, the city council of the city of Vallejo finds and declares that the purposes of this chapter are:

1. To protect the public health, safety and general welfare; and
2. To guarantee the right of nonsmokers, especially children, to breathe tobacco smoke-free air, and to recognize that the need to breathe tobacco smoke-free air has priority over the desire to smoke; and
3. To reduce addiction to tobacco products by children and teenagers.

The city council further finds it is within its basic police power to implement and enforce the provisions of this chapter.

(Ord. 1297 N.C. (2d) § 2, 1994.)

7.68.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "Bar" means an area which is devoted principally to the serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages (California Department of Alcoholic Beverage Control Type 6I, 42 or 48 licenses). That area of a restaurant which is devoted principally to the serving of alcoholic beverages and in which the service of food may be only incidental to the consumption of such beverages shall also be considered a bar. An area in which food service is only incidental shall (1) not exceed forty percent of a restaurant's total seating capacity, or (2) shall encompass only those areas in which gross receipts of the restaurant from food do not exceed forty percent. The operator of each restaurant shall designate by which method it determines its bar area. A "bar" for the purpose of this definition does not include any bar where tobacco smoke can filter into a restaurant through a passageway, ventilation system, or any other means.
- B. "Business" means any sole proprietorship, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.
- C. "Employee" means any person who is employed by any employer in consideration for direct or indirect monetary wages or profit, and any person who volunteers his or her

- services for a nonprofit entity.
- D. "Employer" means any person, partnership, corporation, including a municipal corporation, or nonprofit entity, who employs the services of one or more individual persons.
- E. "Enclosed" means surrounded by a ceiling, floor, and solid walls which, except for doors, passageways and/or windows, extend from floor to ceiling on all sides. If an enclosed area is divided by internal partial walls or other "office landscaping," it is still, in its entirety, enclosed.
- F. "Nonprofit entity" means any corporation, unincorporated association or other entity created for charitable, philanthropic, educational, character-building, political, social or other similar purposes, the net proceeds from the operations of which are committed to the promotion of the objectives or purposes of the entity and not to private gain. A public agency is not a "nonprofit entity" within the meaning of this subsection.
- G. "Person" means any individual, partnership, cooperative association, private corporation, personal representative, receiver, trustee, assignee, or any other legal entity.
- H. "Place of employment" means any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and class rooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a child care or health care facility.
- I. "Public place" means any enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, educational facilities, health facilities, shopping malls, Laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, hotels and motels, theaters and waiting rooms. A private residence is not a "public place."
- J. "Recreational areas and park facilities" whether used in the singular or plural, means any city park, waterfront promenade, mall, plaza, greenbelt, garden, lake, parking lot and any other city property, whether or not leased to the Greater Vallejo Recreation District, including structures thereon, that is reserved for park or recreational purposes, whether passive or active. Golf courses and marinas are not included in this definition.
- K. "Restaurant" means any coffee shop, cafeteria, sandwich stand, private and public school cafeteria, and any other eating establishment which gives or offers for sale food to the public, guests, or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering facilities, except that the term "restaurant" shall not include a cocktail lounge or tavern if said cocktail lounge or tavern is a "bar" as defined in subsection A above.
- L. "Retail tobacco store" means a retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.
- M. "Self-service merchandising" means open display of tobacco products and point-of-sale tobacco promotional products to which the public has access without the intervention of an employee.
- N. "Service line" means any indoor line at which one or more persons are waiting for or receiving service of any kind, whether or not such service involves the exchange of money.
- O. "Smoking" means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, weed or plant or other combustible substance whose smoke is intended to be inhaled.
- P. "Sports arena" means enclosed or unenclosed sports pavilions, gymnasiums, health

spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

- Q. "Tobacco related product" means:
- A. Any substance containing tobacco leaf, including, but not limited to, cigarettes, cigars, pipe tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, bidis, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body, but does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.
 - B. Any implement or object that is or may be used in conjunction with the consumption, inhalation or ingestion of either tobacco or other like dried plant material or other substance which may be consumed in the same manner, including, but not limited to, cigarette papers, smoking accessories, herbal vaporizers, or any other instruments or paraphernalia for the smoking or ingestion of tobacco or other like plant, herbal or fruit products.
 - R. "Vendor-assisted" means only a store employee has access to the tobacco product and assists the customer by supplying the product. The customer does not take possession of the product until it is purchased.

(Ord. 1297 N.C. (2d) § 2 (part), 1994; Ord. No. 1630 N.C.(2d), § 1, 12-8-2009; Ord. No. 1664 N.C.(2d), §§ 1, 2, 4-24-2012)

7.68.030 Application of chapter to city-owned vehicles and facilities.

All city-owned vehicles, including jitneys and buses and other means of public transit under the authority of the city, and all enclosed facilities owned and controlled by the city, including jails, and any board, council, commission and agency of the city shall be subject to the provisions of this chapter.

(Ord. 1297 N.C. (2d) § 2 (part), 1994.)

7.68.040 Prohibition of smoking in public places.

- A. Except as otherwise provided in this chapter, smoking shall be prohibited in all enclosed public places within the city of Vallejo, including but not limited to, the following places:
 1. Elevators.
 2. Buses, taxicabs, and other means of public transit under the authority of the city of Vallejo and ticket, boarding, and waiting areas of public transit depots.
 3. Restrooms.
 4. Service lines.
 5. Retail stores.
 6. All areas available to and customarily used by the general public in all business and nonprofit entities patronized by the public, including but not limited to, attorneys' offices and other offices, banks, Laundromats, malls, hotels and motels.
 7. Restaurants.
 8. Public areas of aquariums, galleries, libraries, museums when open to the public.
 9. Any facility which is primarily used for exhibiting motion pictures, stage productions, lectures, musical recitals or other similar performances, except when smoking is part of

- such production.
10. Sports arenas and convention halls.
 11. Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, committee including joint committees, or agencies of the city or any political subdivision of the state during such time as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the city.
 12. Waiting rooms, hallways, wards and rooms of health facilities, including, but not limited to, hospitals, clinics, physical therapy, mental health, and drug and alcohol treatment facilities, doctors' and dentists' offices.
 13. Lobbies, hallways, and other common areas in apartment buildings, condominiums, senior citizen residences, nursing homes, and other multiple-unit residential facilities.
 14. Lobbies, hallways, and other common areas in multiple-unit commercial facilities.
 15. Polling places.
- B. Notwithstanding any other provisions of this section, any owner, operator, manager or other person who controls any establishment or facility may declare that entire establishment or facility as a nonsmoking establishment.

(Ord. 1297 N.C. (2d) § 2 (part), 1994.)

7.68.045 Prohibition of smoking and disposal of tobacco products in recreational areas and park facilities.

No person shall smoke a cigarette, cigar, pipe, or any other combustible substance within a city park or recreational facility, or dispose of a lighted or unlighted cigarette, cigar, pipe, or any other combustible substance or tobacco-related waste within a recreational area or park facility.

(Ord. No. 1664 N.C.(2d), § 3, 4-24-2012)

7.68.050 Regulation of smoking in places of employment.

- A. Within ninety days of the operative date of this chapter, each employer having an enclosed place of employment located within the city shall adopt, implement, make known and maintain a written smoking policy which shall contain the following requirements:
 1. Smoking shall be prohibited in all enclosed facilities within a place of employment without exception. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, vehicles and all other enclosed facilities.
- B. The smoking policy shall be communicated to all employees within three weeks of its adoption, and at least annually thereafter.
- C. All employees shall comply with these nonsmoking provisions and shall be responsible for their implementation in their places of employment.
- D. "No Smoking" signs shall be conspicuously posted at building entrances and in employee lounges, cafeterias and lunchrooms.
- E. All employers shall supply a written copy of the smoking policy to any existing or prospective employee.
- F. Places of employment exempt from the prohibition on smoking in other sections of this chapter shall also be exempt from this section.

(Ord. 1297 N.C. (2d) § 2 (part), 1994.)

7.68.060 Smoking optional areas.

- A. Notwithstanding any other provision of this chapter to the contrary, the following areas shall not be subject to the smoking restrictions of this chapter:
1. Private residences, except when used as a child care or health care facility.
 2. Retail tobacco stores.
 3. Bars.
 4. Bar areas of restaurants, bowling alleys and pool halls which are not enclosed and equipped with a ventilation system that redirects air to the outside shall not be subject to the smoking restrictions of this chapter for eighteen months from the operative date of this chapter, provided that at least fifty percent of these areas are designated nonsmoking.
 5. Enclosed bar areas of bowling alleys, pool halls and other such facilities which are equipped with a ventilation system which conducts air to the outside, provided that fifty percent of these areas are designated nonsmoking.
 6. Enclosed restaurant, hotel and motel conference or meeting rooms and public and private assembly rooms, which are equipped with a ventilation system which conducts air to the outside, while these places are being used for private functions, provided that fifty percent of these areas are designated nonsmoking.
 7. A maximum of fifty percent of hotel/motel rooms.
 8. Facilities of private, nonprofit, fraternal clubs and organizations requiring a paid membership for members to use the facilities.
 9. An enclosed place of employment which employs only the owner and no other employee, provided that:
 - (a) The place of employment is not a public place; and
 - (b) The place of employment does not share a ventilation system with any other enclosed place of employment or public place.
 10. Bingo games that provide a separate room representing at least fifty percent of the total area that is designated nonsmoking.
 11. Residential alcohol and drug detoxification centers.
- B. Notwithstanding any other provision of this section, any owner, operator, manager or other person who controls any establishment described in this section may declare that entire establishment as a nonsmoking establishment.

(Ord. 1297 N.C. (2d) § 2 (part), 1994.)

7.68.070 Posting of signs.

- A. "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently and conspicuously posted in every building, as well as on entrances at eye level, or other place where smoking is regulated by this chapter by the owner, operator, manager or other person having control of such building or other place.
- B. Every restaurant and mall shall have posted at every entrance a conspicuous sign clearly stating that smoking is prohibited.

(Ord. 1297 N.C. (2d) § 2 (part), 1994.)

7.68.080 Regulating the sale of tobacco products.

- A. Any person, business, tobacco retailer or other establishment subject to this chapter shall post

plainly visible signs at the point of purchase of tobacco products which state "THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER EIGHTEEN YEARS OF AGE IS PROHIBITED BY LAW PHOTO ID IS REQUIRED." The letters of said signs should be at least one quarter inch high.

- B. No person, business, tobacco retailer, or owner, manager or operator of any establishment subject to this chapter shall sell, offer to sell, or permit to be sold any tobacco product to an individual without requesting and examining identification (photographic) establishing the purchaser's age as eighteen years or greater unless the seller has some reasonable basis for determining the buyer's age.
- C. Except as otherwise authorized in Chapter 7.69, it shall be unlawful for any person, business, or tobacco retailer to sell, permit to be sold, or offer for sale any tobacco product by means of self-service merchandising or by any means other than vendor-assisted sales.

(Ord. 1297 N.C. (2d) § 2 (part), 1994.)

7.68.090 Enforcement.

- A. Notice of these regulations shall be given to all applicants for a business license.
- B. Enforcement of this chapter shall be implemented by the city manager, or his/her designee.
- C. Any citizen who desires to register a complaint under this chapter may register his/her complaint with the city manager, or his/her designee.
- D. Notwithstanding any other provision of this chapter, a private citizen may bring legal action to enforce this chapter.

(Ord. 1297 N.C. (2d) § 2 (part), 1994.)

7.68.100 Violations and penalties.

- A. It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to regulation under Sections 7.68.040, 7.68.050 and 7.68.080 of this chapter to fail to comply with any of its provisions.
- B. It shall be unlawful for any person to smoke in any area where smoking is prohibited under Sections 7.68.04, 7.68.045 and 7.68.050 of this chapter.
- C. Any person, business, tobacco retailer, or owner, manager or operator of any establishment subject to this chapter who violates any provision of this chapter shall be deemed guilty of an infraction, punishable by:
 - 1. A fine, not exceeding one hundred dollars and/or five days of community service, for the first violation.
 - 2. A fine, not exceeding two hundred dollars and/or ten days of community service, for a second violation of this chapter within one year.
 - 3. A fine not exceeding five hundred dollars and/or fifteen days of community service, for a third violation of this chapter within one year.

(Ord. 1297 N.C. (2d) § 2 (part), 1994; Ord. No. 1664 N.C.(2d), § 4, 4-24-2012)

7.68.110 Nonretaliation.

No person or employer shall discharge, refuse to hire or in any manner retaliate against any employee or applicant for employment because such employee or applicant exercises any right to a smoke-free environment afforded by this chapter.

(Ord. 1297 N.C. (2d) § 2 (part), 1994.)

7.68.120 Other applicable laws.

This chapter shall not be interpreted or construed to permit smoking when it is otherwise restricted or prohibited by other applicable laws.

(Ord. 1297 N.C. (2d) § 2 (part), 1994.)

Chapter 12.28 PARK AND RECREATION AREA REGULATIONS

Sections:

- 12.28.010 Application of rules and regulations.
- 12.28.020 Hours of use.
- 12.28.021 Authorization to use park facilities.
- 12.28.022 Vehicle restrictions – Lagoon Valley Park.
- 12.28.023 Violation – Penalties.
- 12.28.030 Care of public property.
- 12.28.040 Restrooms – Washrooms.
- 12.28.050 Care of trees shrubbery, lawns.
- 12.28.060 Climbing trees or other objects.
- 12.28.070 Care of wild animals and birds.
- 12.28.080 Possession of firearms.
- 12.28.090 Refuse, trash and litter.
- 12.28.091 Prohibition of smoking within city parks and recreational facilities except in designated areas.
- 12.28.100 Advertising matter.
- 12.28.110 Vending – Peddling.
- 12.28.111 Use of Parks and Recreation Areas for Private Gain.
- 12.28.120 Bicycles and other conveyances.
- 12.28.130 Boisterousness – Disorderly conduct.
- 12.28.140 Enforcement.

12.28.010 Application of rules and regulations.

The regulations set forth in this chapter shall apply to and be in full force and effect at all park and recreation areas which now are or which may hereafter be under the jurisdiction and control of the city. Said regulations shall govern the use of all such recreation areas and the observance of such regulations shall be a condition under which the public may use such recreation areas. (Ord. 1015 §1, 1978).

12.28.020 Hours of use.

It is unlawful for any unauthorized person to enter, loiter or remain in any park and recreation area at any time between the hours of one-half hour after sunset and one-half hour after sunrise, unless a permit is first obtained for an extended time from the park and recreation department. (Ord. 1015 §2, 1978).

12.28.021 Authorization to use park facilities.

It is unlawful for any organized athletic team, league, or group to occupy or use a park or recreation area without the prior written authorization of the city manager or

his or her designees. For the purpose of this section "organized athletic team, league or group" shall mean any athletic team, league, or group including, but not limited to, teams or leagues organized for the purpose of playing baseball, softball, football or soccer or groups of twenty or more athletes, players, or spectators. "Organized athletic teams, leagues or groups" shall not include persons or groups who participate in an impromptu game that is unaffiliated with any team or league, such as a game conducted in connection with a bona fide group picnic or barbecue when such game is clearly incidental to such picnic or barbecue.

(Ord. 1646, Added, 11/23/2000)

12.28.022 Vehicle restrictions – Lagoon Valley Park.

It is unlawful for any person to operate a motor vehicle within Lagoon Valley Park unless that person has paid the required entrance or user fee and displays proof of such payment in the manner required by park regulations and provides proof of such payment upon demand by any law enforcement officer or by any official, employee, agent, representative, or contractor of the City.

(Ord. 1781, Added, 6/26/2007)

12.28.023 Violation – Penalties.

Any person violating the provisions of Section 12.28.022 shall be guilty of an infraction and shall be punishable as provided in Section 1.16.010.

(Ord. 1781, Added, 6/26/2007)

12.28.030 Care of public property.

It is unlawful for any person to mark, deface, disfigure, injure, tamper with or displace or remove any building, bridges, tables, benches, fireplaces, railings, fencing, paving or paving material, water lines or other public utilities, or parts or appurtenances thereof, signs, notices, placards whether temporary or permanent, monuments, stakes, posts or other boundary markers, or other structures or equipment, facilities on park property or appurtenances whatsoever, either real or personal. (Ord. 1015 §3, 1978).

12.28.040 Restrooms – Washrooms.

It is unlawful for any person to fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition. Male persons shall not resort to any restroom and washroom facilities set apart for women, and female persons shall not resort to restroom and washroom facilities set apart for men; provided, that this shall not apply to children accompanied by an adult person. (Ord. 1015 §4, 1978).

12.28.050 Care of trees shrubbery, lawns.

It is unlawful for any person to damage, cut, carve, transplant or remove any tree, plant, wood, turf, or grass, or pick the flowers or seeds of any tree or plant, or attach

any rope, wire, or other object to any tree or plant. (Ord. 1015 §5, 1978).

12.28.060 Climbing trees or other objects.

It is unlawful for any person to climb any tree, or walk, stand or sit upon monuments, vases, fountains, railing, fences, or upon any other property not designated or customarily used for such purposes. (Ord. 1015 §6, 1978).

12.28.070 Care of wild animals and birds.

It is unlawful for any person to hunt, molest, harm, frighten, kill, trap, chase, tease, shoot or throw missiles at any animal, reptile or bird; or remove or have in his possession the young of any wild animal, or the eggs or nest or young of any reptile or bird. Exception to the foregoing is made in that snakes known to be deadly poisonous may be killed on sight. (Ord. 1015 §7, 1978).

12.28.080 Possession of firearms.

It is unlawful for any person other than peace officers in the discharge of their duties to use, carry or possess firearms, air rifles, spring guns, bows and arrows, slingshots or any other device whether discharged by spring action, compressed air or gas. (Ord. 1015 §8, 1978).

12.28.090 Refuse, trash and litter.

It is unlawful for any person to dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, or refuse, or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park or recreation area, or left anywhere on the grounds thereof, but shall be placed in proper receptacles provided for such purpose. Where receptacles are not so provided, all such refuse or trash shall be carried away from the park or recreation area by the person responsible for its presence, and properly disposed of elsewhere. (Ord. 1015 §9, 1978).

12.28.091 Prohibition of smoking within city parks and recreational facilities except in designated areas.

A. Definitions. For the purposes of this section, the following definitions shall govern:

1. "Cigar" shall have the same meaning as defined in Section 104550 of the California Health and Safety Code.
2. "Cigarette" shall have the same meaning as defined in Section 104556 of the California Health and Safety Code.
3. "Designated area" shall mean:
 - a. One or more areas within a City park or recreational facility, which have been posted with signs as approved by the City Manager or his or her

designee, stating that smoking is permitted within such areas; and

b. Those portions of a parking lot or public sidewalk located directly adjacent to the perimeter of a park or recreational facility, whether or not a "smoking permitted" sign has been posted.

4. "Park" and "recreational facility", whether used in the singular or plural, shall mean any City park, parkway, mall, plaza, greenbelt, garden, lake, and any other City property, including structures thereon, that is reserved for park or recreational purposes, whether passive or active.

5. "Sidewalk" shall mean a concrete walkway adjacent to a public street or parking lot.

6. "Smoke" or "smoking" shall mean the lighting, inhaling, exhaling or burning of any pipe, cigar, or cigarette of any kind, or the carrying or holding of any lighted pipe, lighted cigar, lighted cigarette, or any similar article or substance, including, but not limited to, tobacco or other combustible weed or plant. "Smoking" also means the gaseous products and particles created by the use of a lighted pipe, cigar, cigarette, or any other similar article or substance.

B. Disposal of cigarettes, cigars and other smoking materials.

1. No person shall smoke a cigarette, cigar, pipe, or any other combustible substance within a City park or recreational facility except in a designated area, or dispose of a lighted or unlighted cigarette, cigar, pipe, or any other combustible substance or tobacco-related waste within a park or recreational facility, except in an ashtray or other device designated for such disposal.

2. This section shall not apply to tot lot sandbox areas or playgrounds as defined in California Health and Safety Code Section 104495, which shall be governed by said Section 104495.

C. Retaliation Prohibited. No person shall intimidate, threaten any reprisal, or effect any reprisal, for the purpose of retaliating against another person who seeks to obtain compliance with this section.

D. Enforcement. Any person who violates or fails to comply with any of the provisions of this section, and any person who aids, assists or abets therein, shall be guilty of an infraction and shall be punished as provided in Chapter 1.16 of this Code.

E. Repealed by Ord. 1732.

(Ord. 1732, Amended, 02/08/2005; Ord. 1697, Added, 09/09/2003)

12.28.100 Advertising matter.

It is unlawful for any person to distribute, circulate, give away, throw or deposit in or on any park and recreation area, any handbills, circulars, dodgers, pamphlets, papers, or advertisements; or post or affix the same to any tree, fence or structure in

any park or recreation area. (Ord. 1015 §10, 1978).

12.28.110 Vending – Peddling.

It is unlawful for any person to sell or offer to sell any goods, wares, merchandise, article or thing whatsoever; or to station or place any stand, cart, or vehicle for the transportation, sale or display of any such article or thing. Exception is here made as to any regularly licensed concessionaire acting by and under authority granted by the city. (Ord. 1015 §11, 1978).

12.28.111 Use of Parks and Recreation Areas for Private Gain.

It is unlawful for any person to charge, assess, or receive a fee or other form of consideration for the privilege or right of using, occupying, or entering a park or recreation area, or as a condition of participating in an event, occurrence, lesson, or other activity at a park or recreation area, without the prior written authorization of the city manager or his or her designee. For purposes of this section, "fee" shall include, but not be limited to, any rental fee, entry fee, admission fee, participation fee, donation, contribution, or any other money or consideration given in exchange for such privilege or right of participation.

(Ord. 1671, Amended, 06/28/2002)

12.28.120 Bicycles and other conveyances.

A. The use, riding, or operation of a bicycle, skateboard, roller skates, other non-motorized wheeled vehicle, or other conveyances in a park not specifically designated for such use (e.g., a skateboard park) is only allowed on roads or paths unless such use, riding, or operation is prohibited within the park altogether either by the Vacaville Municipal Code or by the City Manager or his or her designee after making a finding that such use, riding, or operation will endanger pedestrian traffic or public safety, or causes damage in excess of normal wear and tear to the park property. A bicyclist shall be permitted to wheel or push a bicycle by hand over any grassy area or trail or path reserved for pedestrian use.

B. Bicycles, skateboards, roller skates, other non-motorized wheeled vehicles, and other conveyances shall at all times be operated with reasonable regard for the safety of others.

C. Such conveyances shall not be left unattended in any place or position where other persons may trip over or be injured by them.

(Ord. 1787, Amended, 09/25/2007; Ord. 1015 §12, 1978).

12.28.130 Boisterousness – Disorderly conduct.

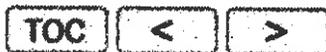
It is unlawful for any person to engage in loud, boisterous, threatening, abusive, insulting or indecent language, or engage in any disorderly conduct or behavior tending to a breach of the public peace and enjoyment of park and recreation areas. (Ord. 1015 §15, 1978).

12.28.140 Enforcement.

A. The city manager and his or her designees shall, in connection with their other duties, diligently enforce the provisions of this chapter.

B. Said city manager and designees shall have the authority to eject from park and recreation areas any person acting in violation of these rules and regulations and to suspend such persons from entering upon or using such park and recreation areas as follows: (i) not more than sixty days for the first violation; (ii) not more than one hundred and eighty days for the second violation committed within twelve months of the first violation; and (iii) not more than twelve months for each violation committed after the second violation. These penalties are in addition to the general penalty for violations of this code and may be imposed in combination with such general penalty. (Ord. 1015 §14, 1978).

(Ord. 1646, Amended, 11/23/2000)



The Vacaville Municipal Code is current through Ordinance 1870, passed June 24, 2014.

Disclaimer: The City Clerk's Office has the official version of the Vacaville Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

City Website: <http://www.cityofvacaville.com/> (<http://www.cityofvacaville.com/>)

Code Publishing Company
(<http://www.codepublishing.com/>)

AGENDA TRANSMITTAL

MEETING DATE: October 7, 2014

SUCCESSOR AGENCY AGENDA ITEM: PUBLIC HEARING – Main Street West Disposition and Development Agreement:

- a. Agency Adoption of Resolution No. SA2014 - __: Authorizing the Executive Director to Extend the Term of the Main Street West Disposition and Development Agreement (DDA); and
- b. Agency Adoption of Resolution No. SA2014 - __: Approving and Authorizing the Execution of the Fourth Amendment to the Disposition and Development Agreement (DDA) with Main Street West Partners, LLC.

FISCAL IMPACT: Any sale of property, payment of fees, or other revenues from the Main Street West DDA will be distributed to the affected taxing entities.

BACKGROUND:

MSW DDA

In mid-2005, Main Street West Partners, LLC was selected as the master developer of the Main Street West Project, which initially consisted of 13 former Redevelopment Agency-owned properties in the Waterfront District amounting to approximately 8.4 acres for development of residential, commercial, and mixed-use projects. A Disposition and Development Agreement (DDA) was executed in April 2006.

In July 2006, the Agency approved the First Amendment to the DDA, which added a 7.44-acre property (the former Crystal Middle School site) to the Project. In September 2007, the Second Amendment to the DDA was approved, which updated the Schedule of Performance. In January 2009, the Third Amendment to the DDA was approved, which allowed the former Agency to acquire property from MSW Partners, provide an advance of developer reinvestment funds in the form of a loan, and to amend the Schedule of Performance. A map is provided as Attachment 1 that provides a graphic representation of the location of these properties.

MSW Accomplishments

Despite the economic downturn that developed into the “Great Recession,” significant progress has been made since the inception of this project on several fronts including:

- The “Harbor Square” mixed-use project located at the southwest corner of Main Street and Solano Street is complete and approximately 75% occupied. This project contains approximately 40,000 square feet of retail and office space, and includes a public courtyard area that features the fireplace centerpiece.
- Main Street West Partners purchased a privately held 2± acre site adjacent to the eastern line of the One Harbor Center office development at the north end of the waterfront, and subsequently sold the property to Basin Street Properties, which resulted in the development of the Hampton Inn and Suites - Suisun City’s first hotel in more than 50 years.

PREPARED BY:

REVIEWED/APPROVED BY:

Jason Garben, Economic Development Director
Suzanne Bragdon, Executive Director

- Two other commercial projects have been approved through construction documents (on Parcels 3 and 7). Parcel 3 will consist of approximately 5,500 square feet of ground floor retail with 5,500 square feet of office (or possibly residential) on the second floor. Parcel 7 consists of approximately 4,100 square feet of restaurant space on the ground floor with a 3,600± square foot banquet facility on the second floor. These projects are positioned such that construction can begin as soon as the market will allow.
- A tentative subdivision map has been approved on Parcel 10 (currently 16 single-family residences similar in size and character of neighboring Victorian Harbor product). However, modifications are expected to the tentative map to better accommodate current market conditions.

DDA Extensions

Despite the aforementioned accomplishments, the Main Street West Project as a whole fell victim to the “Great Recession,” which resulted in project delays due to economic conditions beyond the control of the City or Main Street West Partners. Financing was non-existent for several years as the real estate markets in all sectors experienced declining values, low occupancy rates, and high rates of foreclosure activity. The initial term of the DDA expired on February 19, 2014. Thus, a 120-day extension was granted in order to allow additional time to modify terms and conditions to the DDA that would provide for the development to move forward in light of market conditions and redevelopment agency dissolution law. The intent was to update the DDA such that the original intent of the DDA could be carried out within the confines of economic realities and the State laws governing dissolution of former redevelopment agencies for the benefit of the City as well as the affected taxing entities.

Two additional 60-day extensions to the term of the DDA were granted by the Successor Agency and approved by the Oversight Board and Department of Finance. Those extensions currently run through October 17, 2014.

MSW Legal Action

On February 11, 2014, Main Street West Partners filed a complaint with the Solano County Superior Court for Validation under Code of Civil Procedure Section 863 and for Declaratory Relief to ask the court to validate the continued enforceability of the DDA and modifications to allow completion of the performance of the requirements of the DDA, as the dissolution law has complicated the process to update the DDA. Since MSW Partners filed the complaint, staff continued to work in good faith with Main Street West Partners to update the DDA and to carry the project forward. However, in April 2014, the California Department of Finance appeared in the lawsuit filed by Main Street West Partners and sought to change the venue of the lawsuit from Solano County to Sacramento County Superior Court.

On May 22, 2014, the Court granted a change of venue that moved the case to the Sacramento County Superior Court, and the Solano County Superior Court ordered the Sacramento County Superior Court to schedule an expedited handling of the case. The Attorney General’s office then filed a demurrer in Sacramento County Superior Court on July 14, 2014, on behalf of the DOF that was set for hearing on October 2, 2014.

Attempts were made in August 2014 by attorneys for Main Street West Partners and the Successor Agency after this demurrer was filed by the Attorney General, to have a meeting with the DOF to

address the issues in the lawsuit. The Attorney General's Office has indicated that the DOF is unwilling to meet either Main Street West Partners or the Successor Agency at this time to attempt to resolve these issues.

Main Street West Partners recently amended its complaint with the Court, which resulted in the Attorney General's demurrer being taken off the Court calendar. As of this time, the Attorney General had not responded to the amended complaint.

Proposed Amendment

Staff has continued to work with Main Street West Partners on updates to the DDA that would allow the project to proceed, as well as meet the interests of all parties involved, including the affected taxing entities. The affected taxing entities would ultimately receive the benefit of proceeds from the sale of property associated with the project as well as on-going property tax revenues as a result of development.

In working with Main Street West Partners, staff, through the MSW Ad Hoc Committee have completed a proposed 4th Amendment to the DDA that addressed the interests of all parties. It is important to note that such an amendment will require Oversight Board and DOF approval.

STAFF REPORT: In order to facilitate review, this staff report is organized into the following sections:

- DDA Updates
- Approval Process of 4th Amendment
- DDA Extension

DDA Updates

In September 2013, the Successor Agency directed staff to craft an Amendment to the existing DDA that took in to account the following common interests:

- Facilitate timely development reflective of current economic conditions
- Timely dissolution of properties at highest and best use resulting in maximum value to the affected taxing entities
- Maintain the character of downtown while expanding the local tax base
- Consistency with the intent of the redevelopment dissolution laws

The Main Street West Ad Hoc Committee (currently Mayor Pro Tem Wilson and Councilmember Segala) met with staff and MSW Partners on several occasions as the negotiations have progressed since last September. The following provides an outline of the updates to the DDA that would allow the project to proceed, and is consistent with direction of the Successor Agency:

1. Purchase Price – Purchase price of each property is revised to reflect a current market value as determined by a third party appraisal.
2. Parcel 12 – The project description for Parcel 12 has been amended from proposed residential to proposed commercial that will be marketed for a hotel use.
3. Deposits – Deposits of \$30,000 per residential parcel (Parcels 10, 13, and 14) are required within 30 days of appraisal, and the remaining commercial parcels (Parcels 3, 4, 5, 6, 7, 8, 9, 11, and 12) would require a deposit of 10% of the fair market value, also due within 30 days of appraisal. The existing \$100,000 deposit held in escrow would be released to MSW Partners in increments with the first \$50,000 released upon submittal of first

tentative map, and the second \$50,000 released upon first tentative residential subdivision map approval on Parcel 13 or 14.

4. **Developer Reinvestment** – MSW Partners is required to reinvest a portion of the profits from the residential component into the commercial components of the project. The reinvestment language has been updated to better reflect current market conditions. Specifically, the required reinvestment is 50% of the profits from the sale of the residential parcels, but in no event less than \$5,500 per residential lot. The reinvestment proceeds are to be audited on an annual basis by a third party auditor, and held in a separate bank account. The use of the reinvestment proceeds is limited if requested to be used on Harbor Square.
5. **Line of Credit** – An extension would be granted for the full repayment of the \$500,000 line of credit with a requirement that any reinvestment proceeds generated from sale of residential parcels be first applied toward the payoff of the line of credit before being used to invest in commercial components of the project. The line of credit is to be paid in full within five (5) years from the effective date of the amendment.
6. **West Side of Main Street Acquisition Requirement** – The requirement of the Developer to acquire or gain control of 5 parcels on the west side of Main Street in order to proceed with all residential components of the development is waived. To date, 3 parcels on the west side of Main Street were acquired through the efforts of MSW Partners. By allowing the residential components to move forward without further acquisition requirements, development activity in the Waterfront District will be accelerated.
7. **Parking Study Fee** – The \$10,000 payment due from MSW Partners for a parking study is due concurrent with the first sale of residential property, but not later than 30 months from the effective date of the 4th Amendment.
8. **Lighthouse Development Fee** – The Lighthouse Development Fee (\$1.0029 per square foot of land) due from Harbor Square development is due concurrent with the first sale of the residential property, but not later than 30 months from the date of the 4th Amendment. New Lighthouse Development Fees to be paid with Building Permit Fees.
9. **Downtown Economic Impact Fee** – A fee paid to the City with building permits of \$4,800 per residential unit would be required if the City provides a water and/or sewer connection fee credit of at least \$4,800. The fees from the Economic Impact Fee would create a fund within the City to pay for necessary infrastructure improvements for commercial development activity in the Waterfront District. This tool would offer an alternative funding source for improvements that were assumed to be made by the Redevelopment Agency prior to its dissolution. The water/sewer connection fee credits would be provided by the City from the credits remaining from the demolition of the former Crescent neighborhood.
10. **West Side of Main Street** – MSW Partners is to work with the City to explore alternative financing and/or grant opportunities to further required infrastructure development and/or preservation opportunities on the west side of Main Street.
11. **Crystal Middle School Demolition** – The current market value of the former Crystal Middle School property will reflect the additional value created by the demolition of the former Crystal Middle School improvements.

12. Qualified Successor Developer – Provides for additional flexibility that will allow for sale of entitled residential parcels directly to a Qualified Successor Developer, and provides for Agency approval of Qualified Successor Developer based on certain criteria.

Several other technical and legal updates are included as part of the 4th Amendment such as:

- Enhanced indemnity language that protects the Agency in the event of a lawsuit; and
- Clarification that necessary environmental review must be completed before any component of the project can proceed, and are subject to all City approval processes, as applicable; and
- Limitations on Agency responsibility to clear issues associated with exceptions to title; and
- Updated development timeline

Approval Process of 4th Amendment

In order for the 4th Amendment to be perfected, in addition to the approval of the Successor Agency, the Oversight Board would need to adopt a resolution authorizing the 4th Amendment, and the Department of Finance will likely review the Oversight Board action (if the Oversight Board action authorizes execution of the 4th Amendment).

Under applicable redevelopment dissolution law, the Oversight Board can direct the Successor Agency, subject to review by the Department of Finance, to “determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be . . . renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed . . . amendment agreements to the oversight board for its approval. The board may approve any amendments to . . . those agreements if it finds that amendments . . . would be in the best interests of the taxing entities.” (Health & Safety Code Section 34181(e)).” The aforementioned updates to the DDA reflect changes that will allow for the project to proceed and will provide for several benefits to the affected taxing entities:

- a) Expedited Property Sales – Allows property sales to occur sooner rather than later. Proceeds from property sales distributed to affected taxing entities.
- b) Development Impact Fees – Properties are being sold for development, not speculation, resulting in projects that will generate impact fees for taxing entities.
- c) On-Going Property Tax Revenues – Development of properties sold will result in additional property tax revenue into perpetuity to the affected taxing entities.
- d) Developer Reinvestment Effect – The reinvestment of profit from the residential component of the project is anticipated to spur development of commercial components that might not otherwise be economically feasible.
- e) Repayment of \$500,000 Line of Credit – Allowing the project to proceed will allow MSW Partners to commence with residential development, which is the funding mechanism to repay the line of credit. If the DDA were terminated, repayment of the line of credit would be at risk.

The Oversight Board is scheduled to consider the item on October 9, 2014, if the Successor Agency authorized the execution of the 4th Amendment.

DDA Extension

As previously mentioned, the current term of the DDA expires on October 17, 2014. Should the Successor Agency approve the 4th Amendment, the Oversight Board is scheduled to consider the

item on October 9, 2014. The DOF would then have approximately 65 days from the date the OB resolution is delivered to review.

Pursuant to Part Two, Article 3.04(C) of the original DDA, the Executive Director may extend times of performance in writing by mutual agreement of the Developer and the Executive Director, unless the Executive Director refers the matter of extension to the Agency Board. Further, pursuant to Part Two, Article 3.23 of the original DDA, Agency staff is authorized to execute changes to the DDA that would not substantially alter the basic business terms of the DDA. By simply extending the term of the DDA through January 31, 2015, no changes to the business terms of the DDA are proposed. However, in light of the dissolution process, and consistent with past practice in dealing with extensions, Agency Legal Counsel recommended this extension be considered by the Successor Agency, and approved by the Oversight Board. Thus, it would be prudent to also extend the term of the DDA through January 31, 2015 (with no changes to business terms) to allow for the review process associated with the 4th Amendment to conclude.

Conclusion

Staff recommends the Agency approve the authorization of the 4th Amendment and authorize the extension the DDA to allow the term of the DDA to extend through the approval process. It should be noted that additional risk associated with the lawsuit filed by MSW Partners should be expected in the event a 4th Amendment is not ultimately approved.

RECOMMENDATION: Staff recommends that the Successor Agency:

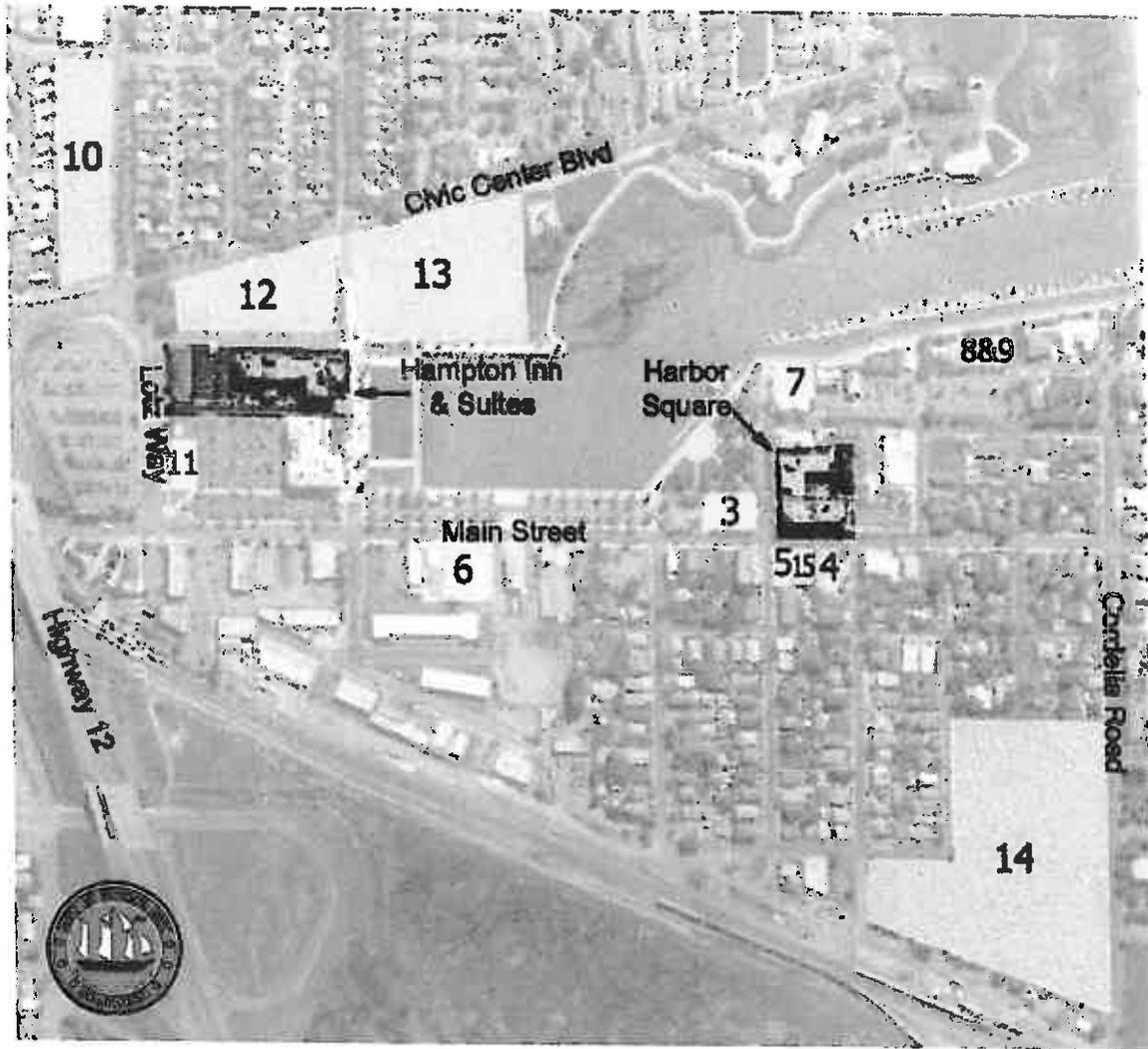
1. Open the public hearing and take public comment; and
2. Close the public hearing; and
3. Adopt Agency Resolution No. SA2014 - __: Authorizing the Executive Director to Extend the Term of the Main Street West Disposition and Development Agreement (DDA); and
4. Adopt Agency Resolution No. SA2014 - __: Approving and Authorizing the Execution of the Fourth Amendment to the Disposition and Development Agreement (DDA) with Main Street West Partners, LLC.

ATTACHMENTS:

1. Property ID Map.
2. 4th Amendment Document.
3. Agency Resolution No. SA2014 - __: Authorizing the Executive Director to Extend the Term of the Main Street West Disposition and Development Agreement (DDA).
4. Agency Resolution No. SA2014 - __: Approving and Authorizing the Execution of the Fourth Amendment to the Disposition and Development Agreement (DDA) with Main Street West Partners, LLC.

Attachment 1

MAIN STREET WEST DDA PARCELS



**FOURTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT
(MSW)**

This Fourth Amendment to Disposition and Development Agreement (this "Fourth Amendment") is entered into on this ___ day of _____, 2014, by and between **Main Street West Partners, LLC**, a California limited liability company ("Developer") and the **Successor Agency to the Redevelopment Agency of the City of Suisun City**, a public body corporate and politic (the "Agency"). Developer and Agency are hereinafter collectively referred to as the "Parties."

RECITALS

A. The Developer and the former Redevelopment Agency of the City of Suisun City ("**Former RDA**") entered into that certain Disposition and Development Agreement dated as of April 17, 2006 ("**Original DDA**") pursuant to which the Developer has the right to acquire various parcels (therein defined collectively as the "**Property**" or "**Properties**") for development of a commercial, residential and retail project, as more particularly described in the Original DDA ("**Project**"). Under the Original DDA, Developer agreed to allocate a portion of proceeds from residential sales in the Project towards the costs of the commercial component. Further, the Former RDA was to reimburse Developer for the cost to install improvements in the public right of way such as curbs, gutters, sidewalks, landscaping, public courtyards, and utilities.

B. The Original DDA was amended by that certain First Amendment to Disposition and Development Agreement effective as of July 25, 2006 ("**First Amendment**") pursuant to which an additional parcel was added to the property to be developed for the Project and the Schedule of Performance was amended.

C. The Original DDA was further amended by that certain Second Amendment to Disposition and Development Agreement effective as of September 18, 2007 ("**Second Amendment**") in order to further amend the Schedule of Performance and to provide for the release to the Former RDA of the Deposit (as defined therein) under specified circumstances.

D. The Original DDA was further amended by that certain Third Amendment to Disposition and Development Agreement effective as of February 19, 2009 ("**Third Amendment**") pursuant to which (i) the Former RDA acquired property from Developer (which property was held and to be re-acquired at a later date by Developer), and (ii) the Former RDA provided an advance of developer reinvestment funds in the form of a loan to Developer, and (iii) the Parties amended the Schedule of Performance.

E. The Original DDA as amended by the First Amendment, Second Amendment and Third Amendment is hereafter referred to as the "**DDA**". The First Amendment, Second Amendment and Third Amendment are collectively referred to herein as the "**DDA Amendments**." References to the "**Agreement**" shall mean (as appropriate) the Original DDA as amended by the DDA Amendments and this Fourth Amendment.

F. The Former RDA was dissolved by law and the present Successor Agency was formed pursuant to Health & Safety Code §34167.5, which made the Agency the successor-in-interest to all assets and obligations of the Former RDA. On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands and the pre-existing obligations of former redevelopment agencies inured to successor agencies by operation of law. For this reason, both the Property and all obligations and rights of the Former RDA as memorialized in the DDA are now held by the Agency, and all references to "Agency" made in the DDA shall be construed as applying to the Agency executing this Fourth Amendment.

G. The DDA has been affirmed by the Agency pursuant to Health & Safety Code Section 34171(d) and it is on the Schedule of Enforceable Obligations of the Agency pursuant to Health & Safety Code Section 34177.

H. Developer anticipates selling the Residential Parcels to qualified residential building companies, referred to in this Fourth Amendment as "Qualified Successor Developer(s)" as defined below, which will ultimately develop, construct and sell to the public, homes on the Residential Parcels. Developer does not anticipate performing the actual development, construction or sale of the homes on the Residential Parcels. Accordingly, certain provisions of this Fourth Amendment need to be amended to reflect the new disposition strategy of Developer.

J. This Fourth Amendment is intended to be a necessary step in order for the Parties to gather financial resources for preliminary environmental and technical studies for the entitlement process, to seek needed preliminary approvals for development and to test feasibility of the Project among prospective developers. Nothing herein shall be deemed as a commitment for the development of any particular project. No project will be committed to or built until after all necessary environmental studies, public hearings and notice requirements are met.

NOW, THEREFORE, based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, the Parties hereto agree as follows:

Section 1.

- (a) The Recitals above are true and correct and incorporated herein by this reference. To the extent the Recitals in the Original DDA or any other terms contained in the Original DDA and the DDA Amendments are inconsistent with the Recitals set forth above or the other terms set forth in this Fourth Amendment, the terms of this Fourth Amendment shall control.

- (b) All capitalized and defined terms set forth herein shall bear the same meaning as set forth in the DDA unless specifically redefined in this Fourth Amendment.

Section 2. "Effective Date" shall mean the date on which this Fourth Amendment is approved by the California Department of Finance.

Section 3. Recital 7 and all DDA Amendments relating to that Recital, if any, is amended and restated to read as follows:

"The Agency and Developer have entered into the First Amendment to the DDA with respect to the disposition and/or development of the old Crystal Middle School site. Thus, the Developer agrees to provide for the reinvestment of not less than fifty percent (50%) of the profits distributed to Developer from the sale of one or more of the Residential Parcel(s), or Residential Lots located within the Residential Parcels, but in no event less than Five Thousand Five Hundred Dollars (\$5,500) per Residential Lot, for reinvestment, as more fully provided in Section 4.14."

Section 4. Definition of the term "Agency" as used in the DDA is amended and restated to read as follows, and for all purposes of the DDA, terms "Agency" or "Redevelopment Agency of the City of Suisun City" shall be construed as follows:

"The term 'Agency' shall mean the Successor Agency to the Redevelopment Agency of the City of Suisun City, a public body corporate and politic formed pursuant to Health & Safety Code §34167.5."

Section 5. A "Qualified Successor Developer" shall have the meaning as provided in Section 6.04.

Section 6. All references to the "Redevelopment Plan" and obligations arising from said Plan set forth in the DDA are rescinded from the DDA.

Section 7. A "Residential Lot" shall mean a parcel upon which one single family detached home may be legally constructed upon recordation of a final subdivision map creating such lot.

Section 8. The "Residential Parcels" shall mean those portions of the Property on which Residential Lots may be developed, upon recordation of a final subdivision map creating such lots. There are a total of three (3) Residential Parcels on the Property: Parcels 10, 13 and 14.

Section 9. The "Project Description" as set forth in Exhibit "D" to the DDA is amended and replaced with that description set forth in Revised Exhibit D to this Fourth Amendment.

Section 10. Definition of the term "Property" or "Properties" as used in the DDA is amended and restated to read as follows:

"The term 'Property or Properties' shall mean a component of, or all of approximately 15.8 acres of real property located within the City of Suisun City, upon which the Project shall be developed. The following table sets forth the Properties subject to this Fourth Amendment:

PROPERTY IDENTIFICATION		SITE SIZE	
MSW PROPERTY ID	ASSESSORS PARCEL #	ACRES	SF
Parcel 1 & 2	32-141-15	0.59	25,700
Parcel 3	32-142-30	0.17	7,459
Parcel 5	32-130-01	0.10	4,425
Parcel 7	32-142-28	0.15	6,372
Parcel 8	32-142-25	0.10	4,300
Parcel 9	32-142-24	0.11	4,900
Parcel 4	32-130-06	0.05	2,131
Parcel 6	32-082-05	0.16	7,183
Parcel 10	32-042-30,36,44 through 61, and 68	1.56	67,854
Parcel 11	32-061-39	0.16	7,150
Parcel 12	0032-061-26 through 36	1.65	71,870
Parcel 13	0032-091-17 through 20	3.49	151,862
Parcel 14	0032-152-18	7.44	324,086
Parcel 15	0032-130-03 & 04	0.07	3,049

Section 11. The Property Legal Description set forth in Exhibit "A" to the DDA is deleted in its entirety and replaced with that revised legal description set forth in Revised Exhibit A to this Fourth Amendment.

Section 12. The "Schedule of Performance" as set forth in Exhibit "C" to the DDA is deleted in its entirety and replaced with that schedule set forth in Revised Exhibit C to this Fourth Amendment.

Section 13. The "Site Plan" as set forth in Exhibit "B" to the DDA is deleted in its entirety and replace with the plan set forth in Revised Exhibit B to this Fourth Amendment.

Section 14. Sections 2 through 6 of the Third Amendment and Section 2 of the First Amendment are struck in their entirety. All DDA provisions governing the Developer's acquisition of Property are to be governed by Section 1.02 of Part One of the Original DDA ["Developer Acquisition of Property"], which is restated in its entirety to read as follows:

"The Property in its entirety consists of approximately 15.8 acres of real property and currently consists of the 15 parcels (some of which are comprised of several smaller parcels) as set forth on Revised Exhibit A attached hereto. Notwithstanding anything in this Agreement to the contrary, (a) Developer shall have no obligation to acquire that portion of the Property identified as Parcel 11 if, prior to the close of escrow for the

purchase of said parcel as set forth in the Schedule of Performance, appropriate parking for the proposed development of said parcel is unavailable on property immediately adjacent to Parcel 11 on terms acceptable to Developer in its good faith discretion and Developer has, not less than ninety (90) days prior to the date set forth in the Schedule of Performance for the close of escrow for acquisition of said parcel, notified the Agency in writing of its decision to not acquire Parcel 11.

Developer shall acquire the Property in accordance with the Schedule of Performance attached as Revised Exhibit C for the development and construction of the Project.”

Section 15. Section 1.03 of Part One of the Original DDA [“Final Development Plan”] is restated entirely to read as follows:

“A. Within the timeframes set forth within the Schedule of Performance, Developer shall submit to the Agency for its approval a “Final Development Plan” for each portion of the Project, as designated in the Schedule of Performance. Each Final Development Plan shall include preliminary site layouts, road, parking, and pedestrian path locations, building elevations, landscaping amenities and general development standards for buildings and landscaping for each portion of the Project. The Final Development Plan will serve as a basis for the Developer’s tentative map applications and planned community development applications and the application for the other governmental approvals for the Properties. If the Agency disapproves the Final Development Plan(s), it shall specify in writing the reasons for the disapproval. The statement from the Agency shall also contain the Agency’s opinion of the action the Developer must take to obtain the Agency’s approval. The Agency shall approve or disapprove the Final Development Plan(s) within twenty [20] days following receipt of such plans. If the Agency fails to provide the Developer with the written statement described above, the submittal shall be deemed approved. Within twenty (20) days following notification of disapproval of the Final Development Plan(s), the Developer shall revise the disapproved Final Development Plan(s) so as to mitigate the reasons for disapproval to the extent reasonably feasible and submit those revised Final Development Plan(s) to the Agency for approval. The process for revision and review of the Final Development Plan(s) shall continue until the Agency has approved the Final Development Plan(s), except that the Agency shall approve or disapprove any revised Final Development Plan(s) within twenty [20] days following receipt thereof. The Developer acknowledges that the execution of this Agreement by the Agency and the approval of the Final Development Plan(s) of the Agency under this Agreement, does not constitute approval by the City, in its typical regulatory and administrative capacity, of the Final Development Plan(s) and in no way limits the discretion of the City in reviewing and making decisions regarding any discretionary or other permits required for the

Properties. Each Final Development Plan shall be consistent with the Project Description as attached hereto and incorporated as Revised Exhibit D herein by this reference. The Executive Director of the Agency or its designee may approve the Final Development Plan(s) on behalf of the Agency.

B. Upon approval, each Final Development Plan shall be incorporated into this Fourth Amendment as a part of Revised Exhibit D, after the Effective Date of this Fourth Amendment, as and when approved.

C. Any subsequent material change, modification, revision or alteration of any approved Final Development Plan shall be submitted for approval by the Agency; and if such change, modifications, revisions or alterations are not approved, the approved Final Development Plan shall continue to control. Any proposed material change, modification, revision or alteration shall be approved or disapproved by the Agency pursuant to the timelines and general provisions as provided above with respect to the initial approval of the Final Development Plan(s). In accordance with Part Two, Section 3.23 of this Agreement, the Executive Director of the Agency or its designee may approve minor changes, modifications, revisions or alterations to the Final Development Plans.

For the purpose of this Section 1.03, a material change, modification, revision or alteration to a Final Development Plan shall mean any increase (but not a decrease) of ten percent (10%) or greater in (a) the number of housing units approved; (b) size (measured by square feet); or (c) floor area ratio (FAR) to the approved project component.”

Section 16. Section 1.10 of Part One of the Original DDA [“Preleasing”] is restated entirely to read as follows:

“Developer shall use commercially reasonable efforts with respect to marketing the Project to potential purchasers or lessees. Developer agrees to provide the Agency updates regarding the status of building sales or leasing with respect to the buildings to be constructed on the Property at the request of the Agency, such updates to be provided no more often than quarterly.”

Section 17. Section 1.02 of Part One of the Original DDA [“Developer Acquisition of Property”] is restated entirely to read as follows:

“Upon Developer’s request, Agency shall hire a real estate appraiser to act on its behalf in determining the “Fair Market Value” (as defined below) for the Property. Developer shall deposit funds equal to the cost of the appraisal with the Agency within five (5) days of being notified of such cost as evidenced by an invoice or engagement letter or some other written evidence of costs of appraisal. Such funds shall be used by the Agency to

pay for the appraisals. Agency's selection of such appraiser shall be subject to the prior written approval of Developer, which shall not be unreasonably withheld, except that such approval shall not be required if Agency hires the appraiser previously used to appraise the Property pursuant to the DDA (Ron Garland & Associates). The appraiser shall have at least five (5) years' experience in the area of the Property and shall be a person who would qualify as expert witnesses over objection to give opinion testimony on the issue of the Fair Market Value for the Property in a court of competent jurisdiction. The appraiser's determination of Fair Market Value shall be final. As used herein, the term "Fair Market Value" for the Property shall mean the amount that the Agency could obtain from an unaffiliated third party desiring to purchase the Property as of the date of this Fourth Amendment, taking into account the uses permitted for the Property and the entitlements that are vested in the Property as of the date of the appraisal. The appraisal will also take into account all improvements required to be made on public land or rights of way, including but not limited to, curbs, gutters, sidewalks, landscaping, public courtyards, and utilities (including without limitation utility relocations), in order to develop the Property, as provided in Section 4.02 below, and all fees owing with respect to such Property upon its development, including without limitation the fees assessed pursuant to Sections 4.12, 4.14, and 4.18, in determining the Fair Market Value for the Property. Within thirty (30) days after the determination of the Fair Market Value of the Property, the Developer shall have the right, but not the obligation, to elect in writing to purchase the Property at Fair Market Value as determined by the appraisal on the following terms: Concurrent with the Developer's election to purchase the Property, Developer shall deposit in the Escrow Account the sum of Thirty Thousand Dollars (\$30,000) (the "Residential Deposit") for each Residential Parcel that Developer elects to purchase as provided immediately above, up to a total of Ninety Thousand Dollars (\$90,000) for all three Residential Parcels. The Residential Deposit will be held by Escrow Agent until the closing, with Thirty Thousand Dollars (\$30,000) of such Deposit to be applied to the Purchase Price of each Residential Parcel.

Within thirty (30) days after the determination of the Fair Market Value of the Property, Developer shall deposit in the Escrow Account the sum of ten percent (10%) of the Fair Market Value (as determined by the appraisal) for each non-Residential Property that Developer elects to purchase (the "Non-Residential Deposit"). The Non-Residential Deposit will be held by Escrow Agent until the closing, with each such Deposit to be applied to the Purchase Price of each Non-Residential Property. Subject to Section 7.02 of Part One of the Original DDA, the closing of the purchase and sale of each portion of the Non-Residential Parcel(s) shall occur in accordance with the timing set forth in the Schedule of Performance.

Subject to Section 7.02 of Part One of the Original DDA, the closing of the purchase and sale of each portion of the Residential Parcel(s) shall occur (i) no sooner than the date the appeal period has run without challenge on the tentative map approval with respect to each such parcel, and (ii) no later than the earlier of either (a) 90 days after a final map has recorded with respect to each such parcel, which shall be in general conformance with the Final Development Plan for such portion of the Property, or (b) the fifth (5th) anniversary of the Effective Date, but in any event with at least fifteen (15) days prior written notice to Agency. For purposes of the application of Section 7.04 of Part One of the Original DDA and for no other purpose, the Residential Deposit and Non-Residential Deposit shall be deemed part of the Deposit described in Section 3.02 and may be retained to the same extent as the Deposit following a default by Developer; provided that any default and the corresponding portion of the Deposit subject to retention shall be determined and applied on a "per parcel" basis as more fully set forth in Section 22 of this Fourth Amendment. All other terms shall be as provided in Section 3.03 [Disposition of Property; Escrow]; provided that in the case of any conflict between such Section 3.03 and this Section 1.02, this Section 1.02 shall control.

Unless Developer has requested an extension of time as allowed pursuant to Section 3.04 of Part Two of the Original DDA [Enforced Delay; Economic Infeasibility; Extension for Performance] and such has been granted by the Agency or in the event the Developer elects to not purchase the Property, Developer shall have no rights in the Property and the Agency shall have the right to retain the Property to market for sale to other buyers or for future development subject to a court supervised process under Code of Civil Procedure Section 664.6. Upon request, Developer shall promptly execute, acknowledge and deliver to Agency documents reasonably required to confirm that Developer has no interest in the Property."

Section 18. Section 3.01 of Part One of the Original DDA ["Conveyance of the Property"] is deleted in its entirety.

Section 19. Section 3.02(C) of Part One of the Original DDA ["Deposit"] is restated entirely to read as follows:

"C. Deposit. The Developer has heretofore deposited One Hundred Thousand Dollars (\$100,000) with the Escrow Agent ("**Deposit**"). Provided that Developer is not in default hereunder as described in Section 7.04 of this Agreement, the Escrow Agent shall apply the Deposit in accordance with the following:

1. The Deposit shall be released to Developer in two Fifty Thousand Dollar (\$50,000) increments.

- i. The first \$50,000 of the Deposit shall be released to Developer upon the first *submittal* of Tentative Subdivision Map applications for Parcels 13 and/or 14 that are deemed to be complete by the City of Suisun City Community Development Department.
- ii. The second \$50,000 of the Deposit shall be released to Developer upon the first *approval* of Tentative Subdivision Map applications for Parcels 13 and/or 14. Said Tentative Subdivision Map shall be deemed approved upon the expiration of any appeal periods that may occur upon final approval by the governing body.

2. Upon an event of default by Developer and/or earlier termination of the Agreement by Agency, the Agency may retain the Deposit in accordance with the provisions of Section 7.04 of this Agreement.

3. If Developer is in default with respect to any provision of this Agreement, the Agency may, but shall have no obligation to, use the Deposit or any portion thereof to cure such default or to compensate the Agency for any damage or reasonable expense sustained by the Agency as a result of the default, but only after providing Developer an opportunity to cure default pursuant to Section 7.04, Part One. The Agency shall provide the Developer, upon its written request, with evidence of damages incurred by Agency as a result of default."

Section 20. Section 3.03(A) of Part One of the Original DDA ["Purchase"] is restated entirely to read as follows:

"The parties agree that Developer shall have the right to purchase the Property from the Agency in accordance with the terms of Section 1.02 and this Section 3.03 of this Agreement."

Section 21. The first sentence of Section 3.03(C) of Part One of the Original DDA ["Developer Obligations"] is restated entirely to read as follows:

"Prior to the close of escrow for each acquisition of a portion of the Property by the Developer, the Developer shall deposit with the Escrow Agent amounts sufficient to pay the purchase price for that portion of the Property then being acquired (each a "Purchase Price"), provided,

however, that with respect to the closing of each Residential Parcel, Developer shall have the right (i) to designate a Qualified Successor Developer to take title by grant deed directly from the Agency, and Agency shall deed the Residential Parcel to be conveyed directly to the Qualified Successor Developer and upon such conveyance such Residential Parcel shall no longer be subject to this Agreement and the Qualified Successor Developer shall have no rights or obligations under this Agreement, notwithstanding the fact that Developer shall receive a portion of the proceeds from the Escrow Account, and (ii) to cause such designated Qualified Successor Developer to deposit funds with Escrow Agent sufficient to pay the Purchase Price pursuant to a separate but concurrent escrow, in which case Developer shall not be required to submit additional funds with Escrow Agent. Upon request from Developer, Agency shall record an instrument at closing acknowledging the inapplicability and release of this Agreement to the Residential Parcel or portion thereof upon the deeding of title to the Qualified Successor Developer."

Section 22. Section 3.03(G) of Part One of the Original DDA ["Failure to Close Escrow"] is restated entirely to read as follows:

"If escrow for any portion of the Property is not in condition to close before the time for conveyance established in this Agreement, either party who then shall have fully performed the acts to be performed before the conveyance of title with respect to such portion of the Property may, in writing, provide notice to the nonperforming party of such condition and a right to cure, including a right to cure any liens, encumbrances, conditions or other defects on the title not otherwise permitted, as described in this Agreement, in the manner set forth in Section 3.03(J). Should the nonperforming party fail to cure the condition preventing close of escrow for any part of the Property within the time period provided in Section 7.04 of this Part, all obligations and liabilities of the Parties under this Agreement shall cease and terminate but only with respect to any parcel for which failure to perform in connection with any said parcel by Developer resulted in the failure to close escrow for any such parcel, it being the intent of the parties that Developer's non-performance with respect to any individual parcels of the Property shall not impact its rights and responsibilities with respect to the other parcels of the Property. Nothing in this paragraph shall be construed to impair or affect the rights or obligations of the Agency or Developer under the Agreement or the rights of Developer to specific performance under the Agreement with respect to any portion of the Property, it being understood and agreed that Developer shall have the right of specific performance in the event Agency fails and refuses to convey any parcel of the Property notwithstanding Developer's performance of the terms of the Agreement and the Schedule of Performance with respect to such parcel of the Property."

Section 23. The first paragraph of Section 3.03(J) of Part One of the Original DDA ["Title Documents; Title Insurance"] is restated entirely to read as follows:

"Within thirty (30) days of the Effective Date of the Fourth Amendment, Agency shall deliver or cause to be delivered to the Developer a preliminary title report (each a "Preliminary Report") on the subject portion of the Property issued by Placer Title Company, or some other title insurance company satisfactory to the Agency and the Developer having equal or greater financial responsibility ("Title Company"), setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Agency's title to the Property, together with copies of all documents relating to exceptions listed in the Preliminary Report ("Title Exceptions") and complete and legible copies of all instruments referred to therein, as requested by the Developer. Developer shall approve or disapprove each Title Exception within thirty (30) days following the Developer's receipt of the Preliminary Report. The Developer's failure to object within such period shall be deemed to be a disapproval of the Title Exceptions."

Section 24. The second paragraph of Section 3.03(J) of Part One of the Original DDA ["Title Documents; Title Insurance"] is restated entirely to read as follows:

"If the Developer objects or is deemed to have disapproved any Title Exception, Agency shall remove from title or otherwise agree to satisfy each such exception no later than fourteen (14) days after the Developer's written objection to a Title Exception(s) and such satisfaction shall be in a form that is reasonably satisfactory to the Developer. Agency shall only be obligated to remove title exceptions that (a) are within Agency's reasonable and direct control to remove, and (b) can be removed without the Agency incurring any expense in excess of Five Thousand Dollars (\$5,000) to accomplish such removal ("Maximum Agency Cost"). If a Title Exception can be removed by payment of more than the Maximum Agency Cost and Developer elects, in Developer's sole discretion, to require removal of such Title Exception then Developer shall be responsible for payment of all sums in excess of the Maximum Agency Cost. If the Agency fails to remove or agree to satisfy any Title Exception to the satisfaction of the Developer within the above-stated fourteen (14) day period, the Developer shall have the option, in its sole discretion, to not close on that parcel of the Property to which such Title Exception relates or to accept title subject to such exception by providing written notice to Agency within 10 days after the expiration of the fourteen (14) day period described immediately above. In the event the Developer elects to terminate this Agreement with respect to such parcel of the Property, the Deposit, including interest thereon, and all other funds and documents deposited into the Escrow Account, by or on behalf of the Developer shall be returned to the Developer, and all rights and

obligations hereunder shall terminate with respect to such parcel of the Property subject to the referenced Title Exception. If Agency agrees to satisfy Developer's objection to a Title Exception as provided above, then Agency shall cause the subject portion of the Property to be deeded to Developer at the closing of such portion of the Property subject only to the Developer approved Title Exceptions."

Section 25. Section 3.07 of Part One of the Original DDA ["Title Documents; Title Insurance"] is amended by the addition of a new Subsections "F" through "H" inclusive to read as follows:

"F. Third Party Litigation:

1. Non-liability of Agency. The Parties acknowledge that:

- i. In the future there may be challenges to legality, validity and adequacy of the General Plan, the Project Development Approvals and/or this Agreement and amendments thereto; and
- ii. If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project.

In addition to the other provisions of this Agreement, including without limitation any amendments thereto, the Agency shall have no liability under this Agreement for any failure of the Agency to perform under this Agreement or the inability of the Developer to develop the Property as contemplated by the Final Development Plan or this Agreement as the result of a judicial determination that the General Plan, the Land Use Regulations, the Development Approvals, this Agreement, or portions thereof, are invalid or inadequate or not in compliance with law.

1.1.2. Revision of Land Use Restrictions. If, for any reason, the General Plan, Land Use Regulations, Development Approvals, this Agreement or any part or amendment thereof is hereafter judicially determined, as provided above, to not be in compliance with the State or Federal Constitution, laws or regulations and, if such noncompliance can be cured by an appropriate amendment thereof otherwise conforming to the provisions of this Agreement, then this Agreement shall remain in full force and effect to the extent permitted by law. The Development Plan, Development Approvals and this Agreement shall be amended; as necessary, in order to comply with such judicial decision.

3. Participation in Litigation: Indemnity. The Developer shall indemnify the Agency and its elected boards, commissions, officers, agents and employees (collectively "**Indemnified Parties**") and will hold and save them and each of them harmless from any and all actions, suites, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the Indemnified

Parties for any such Claims or Litigation and shall be responsible for any monetary judgment arising therefrom or any order affecting the Property. The Indemnified Parties shall provide the Developer with notice of the pendency of such action and shall request that the Developer defend such action. The Developer may utilize the Agency Attorney's office or use legal counsel of its choosing, but shall reimburse the Agency for any necessary legal cost incurred by Agency. If the Developer fails to provide such reimbursement, the Agency may abandon the action and the Developer shall pay all costs resulting therefrom and Agency shall have no liability to the Developer. The Developer's obligation to pay the cost of the action, including judgment, shall extend until judgment. After judgment in a trial court, the parties must mutually agree as to whether any appeal will be taken or defended. The Developer shall have the right, within the first thirty (30) days of the service of the complaint, in its sole and absolute discretion, to determine that it shall not defend any litigation attacking this Agreement or the Development Approvals. In such case, (a) the Developer shall be liable for any costs incurred by the Agency up to the date that Developer notifies Agency in writing of its election not to defend the litigation, but shall have no further obligation to the Agency beyond the payment of those costs, and (b) Agency shall have the right to settle the litigation on whatever terms the Agency determines, in its sole and absolute discretion, but Agency shall confer with Developer before acting and cannot bind Developer. In the event of an appeal, or a settlement offer, the parties shall confer in good faith as to how to proceed. Notwithstanding the Developer's indemnity for Claims or Litigation, the Agency retains the right to settle any litigation brought against it in its sole and absolute discretion and the Developer shall remain liable except as follows: (i) the settlement would reduce the scope of the Project by ten percent (10%) or more, and (ii) the Developer opposes the settlement. In such case the Agency may still settle the litigation but shall then be responsible for its own litigation expense but shall bear no other liability to the Developer.

G. Hold Harmless; Developer's Construction and Other Activities. The Developer shall defend, save and hold the Agency and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all Claims or Litigation that may arise, directly or indirectly, from the Developer's or the Developer's agents, contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by the Developer or by any of the Developer's agents, contractors or subcontractors or by any one or more persons directly or indirectly employed by or acting as agent for the Developer or any of the Developer's agents, contractors or subcontractors. Nothing herein is intended to make the Developer liable for the acts of the Agency's officers, employees, agents, contractors of subcontractors.

H. Definitions. The following definitions apply to the Section 3.07:

- i. **“Claims or Litigation” means any challenge by adjacent owners or any other third parties (i) to the legality, validity or adequacy of the General Plan, Land Use Regulations, this Agreement, Development Approvals or other actions of the City pertaining to the Project, or (ii) seeking damages against the City as a consequence of the foregoing actions, for the taking or diminution in value of their property or for any other reason.**

- ii. **“Development Approvals” means all site-specific (meaning specifically applicable to the Property only and not generally applicable to some or all other properties within the City) plans, maps, permits, and entitlements to use of every kind and nature. Development Approvals includes, but is not limited to, specific plans, site plans, tentative and final subdivision maps, vesting tentative maps, variances, zoning designations, planned unit developments, conditional use permits, grading, building and other similar permits, the site-specific provisions of general plans, environmental assessments, including environmental impact reports, and any amendments or modifications to those plans, maps, permits, assessments and entitlements. The term Development Approvals does not include rules, regulations, policies, and other enactments of general application within the City.**

- iii. **“Land Use Regulations” means those ordinances, laws, statutes, rules, regulations, initiatives, policies, requirements, guidelines, constraints, codes or other actions of the City which affect, govern, or apply to the Property or the implementation of the Project and Final Development Plan. Land Use Regulations include the ordinances and regulations adopted by the City which govern permitted uses of land, density and intensity of use and the design of buildings, applicable to the Property, including, but not limited to, the General Plan, zoning ordinances, development moratoria, implementing growth management and phased development programs, ordinances establishing development exactions, subdivision and park codes, any other similar or related codes and building and improvements standards, mitigation measures required in order to lessen or compensate for the adverse impacts of a project on the environment and other public interests and concerns or similar matters. The term Land Use Regulations does not include, however, regulations relating to the conduct of business, professions, and occupations generally; taxes and assessments; regulations for the control and abatement of nuisances; building codes; encroachment and other permits and the conveyances of rights and interests which provide for the use of or entry upon public property; any exercise of the power of eminent domain; or similar matters.**

I. Survival of Indemnity Obligations. All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than the Agency's Default."

Section 26. Section 4.02 of Part One of the Original DDA ["Public Improvements to be Funded By Agency; Parking"] is restated entirely to read as follows:

"A. As a condition of approval for the Project, Developer shall construct all improvements required on public land or rights of way, including but not limited to, curbs, gutters, sidewalks, landscaping, public courtyards, and utilities (including without limitation utility relocations). Developer shall perform such work in the same manner and subject to the same construction standards as would be applicable to the City or such other public agency should it have undertaken such construction work.

B. To the extent the Agency determines, in the discretion of the Executive Director, that off-site parking is required with respect to any component of the Project, the Parties agree to use commercially reasonable good faith efforts to confer in order to resolve any such parking requirements.

C. The Parties agree that a parking study must be performed to identify potential solutions to a potential parking shortage. The Developer agrees to pay the sum of Ten Thousand Dollars (\$10,000) toward the parking study concurrent with the sale of the first Residential Parcel or portion thereof, and shall be payable and disbursed to the Agency as part of the Developer's escrow, but in no event later than 30 months from the Effective Date of this Fourth Amendment, whichever occurs sooner."

Section 27. Section 4.12 of Part One of the Original DDA ["Lighthouse Development Fee"] is restated entirely to read as follows:

"Concurrent with the payment of building permit fees to City of Suisun City for any component of the Project, Developer (or, with respect to the Residential Parcels, a Qualified Successor Developer, if applicable) shall pay the required "Lighthouse Development Fee" as required by Agency Resolution 2004-10. Lighthouse Development Fee for the Project has been set at \$1.0029 per square foot of land area.

The amount due for Parcel 1 and Parcel 2 in the amount of Twenty-Five Thousand Nine Hundred Ninety Six Dollars and Seventeen (\$25,996.17) (commonly referred to as "Harbor Square") shall be due concurrent with the sale of the first residential component of the Project and shall be payable and disbursed to the Agency as part of the Developer's escrow, but in no event later than thirty (30) months from the Effective Date of this Fourth Amendment, whichever occurs sooner."

Section 28. Section 4.14 of Part One of the Original DDA ["Developer Reinvestment"] is restated entirely to read as follows:

"The residential and commercial areas designated on the Site Plan are each a part of an integrated Project. Developer agrees to provide for the reinvestment of not less than Fifty Percent (50%) of the profits distributed to Developer from the sale of one or more of the Residential Parcel(s), or Residential Lots located within the Residential Parcels, but, in no event, less than Five Thousand Five Hundred Dollars (\$5,500) per Residential Lot, for reinvestment as provided below; provided that so long as the Loan (as defined in Section 7 of the Third Amendment) has a balance outstanding such profits shall be applied toward the Loan until the Loan is paid in full. To the extent that a Residential Parcel is sold "in bulk" prior to recordation of a final subdivision map then the amount due as provided immediately above shall be calculated based on the number of Residential Lots that is expected to be created upon the recordation of a final subdivision map that has been approved for such Residential Parcel. This payment shall be an obligation of Developer. Subject to payment of the Loan first as provided above, funds payable pursuant to this Section 4.14 ("**Commercial Reinvestment Proceeds**") shall be used for the enhancement of any of the Commercial Parcels of the Project (subject to the limitations below as to Parcels 1 & 2) for any of the following:

(i) A combination of (A) granting tenants rent credits in the form of reduced or temporarily abated rent, or (B) construction of tenant improvements beyond the standard for new improvements in Solano County.

(ii) The cost of construction of exterior or interior improvements (not including tenant improvements) to the commercial portion of the Project beyond the standards for new improvements in Solano County.

(iii) The cost of any on-site or off-site infrastructure necessary to complete or cause any component of the commercial component to proceed with development.

Notwithstanding anything to the contrary herein, the Commercial Reinvestment Proceeds shall not be used for Harbor Square (Parcels 1 or 2) except to the limited extent as set forth below. Harbor Square has been improved with a commercial building containing thirty-nine thousand (39,000) leasable square feet. After the sale of the first Residential Lot, the Commercial Reinvestment Proceeds will be available to the Developer at the rate of Fifteen Dollars (\$15) per leasable square foot subject to the following limitations:

1. To assist in lease up of the building to the maximum of ninety percent (90%) of the building leasable space (which is equal to thirty-five thousand one hundred (35,100) square feet).
2. May not be used for advertising or marketing costs.
3. Can only be used for tenant improvements, rent abatement and architectural/design features in excess of the standard in the region.
4. Can only be used for initial leasing of space in the building to new tenants.

The Commercial Reinvestment Proceeds shall be verified by an audit report prepared by a third party auditor (mutually acceptable to Developer and Agency) at Developer's sole cost, for the Agency's review and acceptance. The Commercial Reinvestment Proceeds shall be held by Developer in a separate bank account ("DRP Account") which shall not be commingled with any other Developer funds. Any use of the Commercial Reinvestment Proceeds shall be approved by the City in writing, which approval shall not be unreasonably withheld provided the proceeds are used as outlined in this Agreement. Not later than March 31st of each year until Developer Reinvestment Proceeds are exhausted, Developer shall provide Agency with an audited accounting of the Commercial Reinvestment Proceeds and the DRP Account which shall include the revenue and expense activity.

Upon termination of the DDA for any reason other than a default by Developer (as defined in Section 7.04), the remaining Commercial Reinvestment Proceeds may be utilized by Developer for the acquisition of either Parcel 3 and/or Parcel 7 provided such is completed within six (6) months of such termination. If (i) the DDA is terminated due to a default by Developer, or (ii) the DDA is terminated for any other reason but the remaining Commercial Reinvestment Proceeds are not utilized for the acquisition of Parcel 3 and/or Parcel 7 as specified above, then the remaining Commercial Reinvestment Proceeds shall be paid to the Agency."

Section 29. Section 4.16 of Part One of the Original DDA ["Acquisition of Additional Property on West Side of Main Street"] is restated entirely to read as follows:

"There shall be no further requirement to acquire additional properties located along the west side of Main Street. Developer has caused three additional properties (707 Main, 711 Main, and 713 Main) to be acquired. Developer shall have the right to move forward with all residential development contemplated as part of the Project."

Section 30. The following term is added to the Original DDA as Section 4.17 thereto:

“West Side of Main Street. In the spirit of revitalizing the west side of Main Street, Developer and Agency shall work in conjunction with the City of Suisun City in a collaborative manner to explore alternative financing/grant opportunities with the goal of furthering required infrastructure and development and/or preservation opportunities along the west side of Main Street.”

Section 31. The following term is added to the Original DDA as Section 4.18 thereto:

“Downtown Economic Impact Fee. All single family homes associated with the Project will be assessed Four Thousand Eight Hundred Dollars (\$4,800) per unit that will be paid along with Building Permit Fees for the creation of a Downtown Economic Improvement Fund that will be utilized by the City to further the economic development activities in the vicinity of the Project; provided that such fees shall be conditioned upon, and shall only apply and be collected if the City of Suisun City provides Developer (or Qualified Successor Developer) with a water and/or sewer connection fee credit of at least \$4,800 to be applied as a credit toward such fees on a per unit basis.”

Section 32. A new Section 6.04 is added to Part One of the DDA, entitled **“Qualified Successor Developer”**, as follows:

“A. Notwithstanding anything to the contrary contained in this Agreement, Developer shall have the right to designate one or more entities to serve as a Qualified Successor Developer (as defined below), with respect to one or more Residential Parcels, at any time. In order to do so, Developer shall submit to Agency for review evidence that the proposed Qualified Successor Developer meets one of the criteria described immediately below. **“Qualified Successor Developer”** shall mean a party meeting one or more of the following criteria: (a) a development company or homebuilding company which has an active role in the California market and which is publicly traded on a United States or Canadian stock exchange; (b) a development company or homebuilding company which has an active role in the California market and which either alone or in combination with its members or partners (or their constituent members or partners) or guarantors, has a demonstrated net worth of not less than Five Million Dollars (\$5,000,000); or (c) a person who demonstrates to the Agency’s reasonable satisfaction that it has the experience and financial ability necessary to complete the development, build-out and sale to the public of the Residential Parcel(s) as to which Developer intends to designate it, the standard for which will be whether a reasonably prudent commercial lender would loan to such proposed Qualified Successor Developer funds sufficient to acquire the Residential Parcel(s) and such proposed Qualified Successor Developer has binding

funding commitments and/or equity sufficient to complete the development and build-out of the subject Residential Parcel(s) in accordance with this Agreement. Agency's approval of a proposed designation of a Qualified Successor Developer shall be indicated to Developer in writing, and shall be granted or denied by Agency within twenty (20) days after its receipt of Developer's request for approval of such designation. If Agency fails to notify Developer of its approval or disapproval of such designation within twenty (20) days after the submittal of such evidence, then Agency shall be deemed to have rejected such designation.

B. Any permitted Qualified Successor Developer shall execute a written assignment and assumption agreement, in form and substance reasonably satisfactory to Agency, by which the Qualified Successor Developer shall agree to assume the obligations set forth in Section 34 of the Fourth Amendment. Developer shall thereafter be released from the terms of this Agreement with regard to the Residential Parcel that has been transferred to the Qualified Successor Developer. Agency shall execute the designation in favor of Qualified Successor Developer within five (5) business days of Developer's request for execution, provided that Agency has previously approved Qualified Successor Developer.

C. Any consent, determination, execution of documents, or decision of Agency to be given or made under this section shall be given or made in writing by the Agency's Executive Director."

Section 33. Sections 7 through 7.2 of the Third Amendment are amended in their entirety to read as follows:

"Agency provided a loan to Developer with a maximum principal amount of Five Hundred Thousand Dollars (\$500,000) ("Loan"). (As of August 21, 2014, the outstanding principal balance (not including accrued interest) is Four Hundred Forty Thousand Nine Hundred Twenty-Seven Dollars and Forty Cents (\$440,927.40). The Loan is evidenced by a Secured Promissory Note ("Note") dated April 22, 2010. Repayment of the Note is secured by a personal guaranty by Michael E. Rice and Frank J. Marinello, in form approved by Agency ("Guaranty"). A Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("Deed of Trust") shall be recorded against the Residential Parcels upon Developer's acquisition of each such parcel should there be an outstanding balance payable under the Note at such time and a lender's title policy shall be provided to Agency insuring the Agency's Deed of Trust in first lien position against the property. When such parcels are so encumbered such that the Note is fully secured, the Guaranty shall terminate. Agency shall release the Deed of Trust on each of the Residential Parcels as each such Residential Parcel is Transferred to a Qualified Successor Developer regardless of the amount paid towards the outstanding principal balance of the Loan, if any. If the Loan is not repaid

in full upon the Transfer of the last Residential Parcel, then Michael E. Rice and Frank J. Marinello shall execute and deliver to the Agency a Guaranty of the remaining outstanding obligation.

7.1 Use of Loan Proceeds. Provided all conditions to disbursement have been met, including without limitation compliance with the Agency conditions and criteria set forth in Exhibit C (of the Third Amendment) and such other reasonable requirements of Agency, including without limitation, the delivery to Agency of such documentation as to costs as Agency shall reasonable require, Developer shall be entitled to draw Loan proceeds solely for the following purposes: (i) granting to commercial tenants of the Project who have been approved by the Agency rent credits in the form of reduced or temporarily abated rent (i.e., Loan proceeds may be deposited into an escrow account to be used to make up operating deficits caused by such reduced or abated rent), and (ii) paying for tenant improvements for commercial tenants of the Project when such tenant improvements exceed \$30 per square foot.

7.2 Loan Terms. The Note shall continue to bear interest at the rate of six percent (6%) interest per annum. Developer shall make payments on the Note to the extent required by Section 4.14, and shall repay the Note in full no later than five (5) years from the effective date of this Fourth Amendment. Payments made pursuant to Section 4.14 shall be paid to Agency from escrow for the closing of the sale of the Residential Parcels. Repayment of the Loan shall be an obligation of Developer and repayments shall be credited first toward accrued interest and then toward principal."

Section 34. Notwithstanding anything to the contrary in the Original DDA or this Fourth Amendment, effective upon the Transfer of a Residential Parcel or portion thereof to a Qualified Successor Developer, the provisions of this DDA shall be of no force or effect with respect to such Residential Parcel or portion thereof and shall not be applicable to such Qualified Successor Developer with respect to its ownership of such Residential Parcel or portion thereof that has been Transferred to it, except for (i) the obligation to pay the Lighthouse Development Fee pursuant to Section 4.12 of the DDA (as established by Section 30 of this Fourth Amendment); (ii) the obligation to pay the Downtown Economic Impact Fee pursuant to Section 4.18 (as established by Section 31 of this Fourth Amendment); and (iii) any rights and obligations (as determined by Developer) expressly assigned and assumed in the assignment agreement executed pursuant to Section 6.04(B) (as established by Section 32 of this Fourth Amendment).

Section 35. Section 9 of the First Amendment (i.e., that initial Section enumerated as Section 9 pertaining to demolition at Crystal Middle School site) is rescinded in its entirety.

Section 36. Exhibit E to the Original DDA ["Form of Grant Deed"] is deleted in its entirety and replace with the Revised Grant Deed attached hereto as **Revised Exhibit E.**

Section 37. The following exhibits are attached to this Fourth Amendment:

Exhibit	Title
Revised Exhibit A	Revised Legal Description of Property
Revised Exhibit B	Revised Site Plan
Revised Exhibit C	Revised Schedule of Performance
Revised Exhibit D	Revised Project Description/Scope of Development
Revised Exhibit E	Revised Grant Deed

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the Effective Date.

DEVELOPER:

MAIN STREET WEST PARTNERS, LLC,
a California limited liability company

By: _____
Michael E. Rice, President
Managing Member

By: _____
Frank J. Marinello
Vice President/Member

AGENCY:

**SUCCESSOR AGENCY TO THE
SUISUN REDEVELOPMENT AGENCY**

By: _____
Suzanne Bragdon,
Executive Director

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER

By: _____
Anthony Taylor, Agency Counsel

Revised Exhibit A Revised Legal Description of Property
{INSERT LEGAL DESCRIPTIONS}

MAIN STREET WEST DDA PARCELS



Revised Exhibit C Revised Schedule of Performance
SCHEDULE OF PERFORMANCE

All actions specified below shall be taken in accordance with the applicable sections of the DDA as amended ("Amended DDA"). In the event of a conflict between this Schedule and the provision of the Amended DDA, the provision of the Amended DDA shall control.

RESIDENTIAL PARCELS

PARCEL 10

Note: As of the Effective Date, Developer has partially entitled parcel 10 through tentative subdivision map. However, Developer expects to make minor modifications to the existing tentative map to accommodate current market conditions.

- 1. Developer shall submit all applications to City necessary to process amendments to existing tentative map within 150 days of the Effective Date.**
- 2. Appraisal process shall commence upon Developer's request, but in no event more than 5 days after City approves such amendments and all appeal periods have run without challenge.**
- 3. Within 5 days of being notified of such appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.**
- 4. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.**
- 5. Within 30 days after receiving notification of the Fair Market Value, Developer shall have the right, but not the obligation, to elect in writing to purchase the property for the Fair Market Value.**
- 6. Concurrent with Developer's election to purchase the property, Developer shall deposit \$30,000 in the Escrow Account. If Developer does not elect to purchase the parcel within said 30 days, Developer's rights with respect to that parcel shall terminate.**
- 7. Within 90 days of the Effective Date, Developer shall submit Acquisition Financing Plan and the Final Development Plan to Agency.**
- 8. The Close of escrow shall occur: (i) no sooner than the date the appeal period has run without challenge on the tentative map for Parcel 10, and (ii) no later than the first to occur of: (a) 90 days after a final map has recorded, or the fifth (5th) anniversary of the Effective Date.**

PARCEL 13

- 1. Developer shall submit all applications to City necessary to process entitlements including a subdivision map within 150 days of the Effective Date.**
- 2. Appraisal process shall commence upon Developer's request.**
- 3. Within 5 days of being notified of such appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.**

4. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
5. Within 30 days after notification of the Fair Market Value, Developer shall have the right, but not the obligation, to elect in writing to purchase the property for the Fair Market Value.
6. Concurrent with Developer's election to purchase the property, Developer shall deposit \$30,000 in the Escrow Account. If Developer does not elect to purchase the parcel within said 30 days, Developer's rights with respect to that parcel shall terminate.
7. Within 90 days of the Effective Date Developer shall submit Acquisition Financing Plan and a Draft Final Development Plan to Agency.
8. The Close of escrow shall occur (i) no sooner than the date the appeal period has run without challenge on the tentative map approval for Parcel 13, and (ii) no later than the first to occur of: (a) 90 days after a final map has recorded, or the fifth (5th) anniversary of the Effective Date.

PARCEL 14

1. Developer shall submit all applications to City necessary to process entitlements including a subdivision map within 180 days of the City approving the General Plan Update, and all appeal periods have run without challenge.

2. Appraisal process shall commence upon Developer's request, but in no event more than 5 days after City approves general plan amendments and all appeal periods have run without challenge.

3. Within 5 days of being notified of such appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.

4. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.

5. Within 30 days after receiving notification of the Fair Market Value, Developer shall have the right, but not the obligation, to elect in writing to purchase the property for the Fair Market Value.

6. Concurrent with Developer's election to purchase the property, Developer shall deposit \$30,000 in the Escrow Account. If Developer does not elect to purchase the parcel within said 30 days, Developer's rights with respect to that parcel shall terminate.

7. Within 90 days of the Effective Date Developer shall submit Acquisition Financing Plan and a Draft Final Development Plan to Agency (subject to BCDC Approvals).

8. The Close of escrow shall occur (i) no sooner than the date the appeal period has run without challenge on the tentative map approval for Parcel 14, and (ii) no later than the first to occur of: (a) 90 days after a final map has recorded, or the fifth (5th) anniversary of the Effective Date.

COMMERCIAL PARCELS¹

PARCELS 1 & 2

1. Development on Parcels 1 and 2 is complete, and the property has transferred to MSW Partners. However, the Certificate of Completion required pursuant to Section 4.10 of the original DDA has not been issued as the Lighthouse Development Fee has not yet been paid.
2. The Lighthouse Development Fee shall be due on the first to occur of: (i) 30 months from the Effective Date, or (ii) concurrently with the sale of the first Residential Parcel and shall be paid directly to the Agency from the sale escrow.

PARCEL 3

Note: Developer has entitled this site and has submitted construction documents to the Building Department that will need to be revised and approved by the Suisun City Building Department. The Final Development Plan for Parcel 3 has been approved. This parcel shall (i) be marketed for lease/sale or build-to-suit at all times with a comprehensive marketing effort by a respected commercial real estate broker; and (ii) include, at Developer's cost, installation and maintenance of professionally designed signage located prominently on the parcel as approved/permitted by the City of Suisun.

1. Agency shall initiate the Appraisal for Parcel 3 upon written Developer's request, which request shall occur no later than 30 days after the first to occur of: (i) close of escrow for the second Residential Parcel or Developer's termination of rights for such parcel), or (ii) 3 years from the Effective Date. Failure to initial such request within the time period specified shall terminate Developer's rights to acquire the parcel.
2. Within 5 days of being notified of such appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account. If Developer does not elect to purchase the parcel within said 30 days, Developer's rights with respect to that parcel shall terminate.
5. Close of escrow shall occur on the first to occur of: (i) one day following issuance of a building permit by the Suisun City Building Department, or (ii) the fifth (5th) anniversary of the Effective Date. At least 60 days prior to the close of escrow, Developer must submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").

¹ Note: In the event that Developer secures an end-user or other developer to purchase a Commercial Parcel and covenants to build and develop the Parcel consistent with the applicable project description, Agency will consider consenting to a Transfer to such entity under Section 6.03. If the Agency is willing to consent to the Transfer, then upon assignment and assumption of the obligations in a form reasonably acceptable to the Agency by the entity, Agency will release the Developer in writing from responsibility for the applicable Commercial Parcel under the DDA.

6. Developer must commence construction of the building within 6 months of the date of close of escrow for the final Residential Parcel.
7. Within 12 months of construction commencement, Developer must the shell completed and ready for tenant improvements as evidenced by a Certificate of Completion.

PARCEL 7

Note: Developer has entitled this site and has submitted construction documents to the Building Department that will need to be revised and approved by the Suisun City Building Department. The Final Development Plan for this parcel has been approved. This parcel shall be marketed for lease/sale or build-to-suit at all times with a comprehensive marketing effort by a respected commercial real estate broker. This shall include installation and maintenance of professionally designed signage located prominently on the parcel as approved/permitted by the City of Suisun.

1. Upon Developer's request, Agency shall initiate Appraisal.
2. Within 5 days of being notified of the appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account.
5. Close of escrow shall occur on the first to occur of: (i) one day following issuance of a building permit by the Suisun City Building Department, or (ii) the fifth (5th) anniversary of the Effective Date. At least 60 days prior to the close of escrow, Developer must submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").
6. If Developer acquires parcel, Developer must commence construction of the building (as evidenced by the issuance of a building permit from the City of Suisun City) within 18 months of the date of the second Residential Parcel to close of escrow or termination of Developer's rights to such parcel unless Developer provides evidence of economic infeasibility in accordance with the Amended DDA.
7. Within 12 months of construction commencement, Developer must the shell completed and ready for tenant improvements as evidenced by a Certificate of Completion.

PARCELS 8 & 9

This parcel shall be marketed for lease/sale or build-to-suit at all times with a comprehensive marketing effort by a respected commercial real estate broker. This shall include installation of professionally designed signage located prominently on the parcel as approved/permitted by the City of Suisun.

1. Upon Developer's written request, Agency shall initiate Appraisal.
2. Within 5 days of being notified of the appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.

3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account.
5. Developer shall submit Final Development Plan to Agency within 30 days of notification of the Fair Market Value.
6. Close of escrow shall occur on the first to occur of: (i) one day following issuance of a building permit by the Suisun City Building Department, or (ii) the fifth (5th) anniversary of the Effective Date. At least 60 days prior to the close of escrow, Developer must submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").
7. Within 12 months of construction commencement, Developer must the shell completed and ready for tenant improvements as evidenced by a Certificate of Completion.

PARCEL 12

This parcel shall be marketed for a hotel with a comprehensive marketing effort by a respected commercial real estate broker which shall include installation of professionally designed signage located prominently on the parcel as approved/permitted by the City of Suisun.

1. Upon Developer's written request, Agency shall initiate Appraisal.
2. Within 5 days of being notified of the appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account.
5. Developer shall submit Final Development Plan to Agency within 30 days of notification of Fair Market Value.
6. Close of escrow shall occur concurrent with the issuance of a building permit issued by the Suisun City Building Department, but in no event later than the fifth (5th) anniversary of the Effective Date. At least 60 days prior to the close of escrow, Developer shall submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").
7. Within 12 months of construction commencement, Developer must the shell completed and ready for tenant improvements as evidenced by a Certificate of Completion.

PARCEL 11

Prior to the third anniversary of the Effective Date ("Third Anniversary"), Developer shall determine if appropriate parking for the proposed development of said parcel is unavailable on property immediately adjacent to parcel 11 on terms acceptable to Developer in its good faith discretion. The Agency will work in concert with Developer to allow Developer to make such determination. If Developer has not notified Agency of an appropriate parking arrangement that is acceptable to the Developer by the Third Anniversary, in such event shall be excluded from

the DDA, all rights and responsibilities associated with Parcel 11 shall revert to the Agency, and Developer shall have no right or obligation to acquire Parcel 11.

1. Upon Developer's written request, Agency shall initiate Appraisal.
2. Within 5 days of being notified of the appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account.
5. Developer shall submit Final Development Plan to Agency within 30 days of notification of Fair Market Value.
6. Close of escrow shall occur concurrent with the issuance of a building permit issued by the Suisun City Building Department, but in no event later than the fifth (5th) anniversary of the Effective Date. At least 60 days prior to the close of escrow, Developer shall submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").
7. Within 12 months of commencement of construction, Developer shall have completed the shell ready for tenant improvements as evidenced by a Certificate of Completion.

PARCELS 4, 5, 6 & 15

Prior to the third (3rd) anniversary of the Effective Date ("Third Anniversary"), Developer and Agency will work together to determine feasibility of new development given constraints associated with existing structures and potential flood plain issues, and shall explore alternative financing/grant opportunities with the goal of furthering required infrastructure and development and/or preservation opportunities along the west side of Main Street.

Notwithstanding the timeline set forth herein, Developer shall have no obligation to acquire parcels 4, 5, 6 and 15 if, prior to the Third Anniversary, a Final Development Plan has not been approved by the Agency and in such event, Parcels 4, 5, 6 and 15 shall be excluded from the DDA, all rights and responsibilities associated with said parcels shall revert to the Agency, and Developer shall have no right or obligation to acquire said Parcels.

If a Final Development Plan is approved before the Third Anniversary, then:

1. Upon Developer's written request which must occur within 30 days of approval of the Final Development Plan, Agency shall initiate Appraisal.
2. Within 5 days of being notified of the appraisal cost, Developer shall deliver to Agency all funds necessary to pay for the appraisal.
3. Agency shall notify Developer of Fair Market Value and provide a copy of the appraisal report upon receipt from Appraiser.
4. Within 60 days of notification of Fair Market Value, Developer shall deposit 10% of the Fair Market Value in the Escrow Account.
5. Close of escrow shall occur concurrent with the issuance of a building permit issued by the Suisun City Building Department, but in no event later than the fifth (5th) anniversary

of the Effective Date. At least 60 days prior to the close of escrow, Developer shall submit to the Agency its plans for financing the acquisition and construction of the property ("Acquisition and/or Construction Financing Plan").

6. Within 12 months of commencement of construction, Developer shall have completed the shell ready for tenant improvements as evidenced by a Certificate of Completion.

Revised Exhibit D Revised Project Description/Scope of Development
PROJECT DESCRIPTION/SCOPE OF DEVELOPMENT

East Side of Main Street

Parcels 1 and 2 were combined and developed with a two-story, multi-tenant mixed-use project, with "active" ground floor retail uses, and office space on the second floor. Further, a public courtyard feature was an integral component of the development on parcels 1 and 2. This property is known as "Harbor Square."

The design for parcel 3 (a vacant site) calls for a 2-story mixed use building that will also have "active" ground floor retail uses, and office or residential space on the second floor. Further, the building designed for parcel 3 is complimentary in terms of architecture and design to the development on parcels 1 and 2.

West Side of Main Street

The west side of Main Street consists of vacant parcels in addition to vacant dilapidated buildings. Parcels 4, 5, and 15 are located along the 700 block of Main Street and are to be developed consistent with the Downtown Waterfront Specific Plan.

Parcel 6 is a vacant lot located along the 300 block of Main Street, and should also be developed consistent with the Downtown Waterfront Specific Plan.

Waterfront Parcels

Parcels 7, 8, and 9 are vacant lots, and are slated for development with similar product relative to existing buildings in the immediate vicinity (such as the Miller-Sorg building, Athenian Grill, The Gallery Salon, and Babs), and consistent with the Downtown Waterfront Specific Plan.

Parcel 12 is a vacant lot, and is slated for non-residential development, consistent with the Downtown Waterfront Specific Plan.

One Harbor Center Pad Parcel

Parcel 11 is currently a vacant "pad" parcel to the One Harbor Center Office building. This parcel is slated for commercial development. However, this parcel is subject to terms of a parking agreement with One Harbor Center that restricts the development utility of this site. If appropriate parking for the proposed development of Parcel 11 is unavailable on property immediately adjacent to the parcel on terms acceptable to Developer in its good faith discretion, the Agreement provides that the Developer may waive its right to purchase Parcel 11, and the parcel would revert back to Agency ownership.

Residential Parcels

Parcel 10 is currently vacant land slated for residential development. The Agency assembled several smaller parcels (totaling approximately 6,500 square feet) that were controlled by the State of California Department of Water Resources (DWR), which are

now included as part of Parcel 10. A tentative subdivision map was approved for this site, although revisions are anticipated.

Parcel 13 is slated for residential development consistent with the Downtown Waterfront Specific Plan. The existing parking lot serving the Marina may require relocation and will be incorporated into this development.

Parcel 14 is the former Crystal Middle School site. The former school improvements have been demolished. There is soils remediation required at the northern portion of the site along Morgan Street involving remnants of a former underground storage tank made of redwood. The site must be rezoned to allow for residential development.

**Revised Exhibit E Revised Grant Deed
{INSERT GRANT DEED}**

RESOLUTION NO. SA 2014 - __

A RESOLUTION OF THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXTEND THE TERM OF THE MAIN STREET WEST DISPOSITION AND DEVELOPMENT AGREEMENT (DDA)

WHEREAS, the Redevelopment Agency of the City of Suisun City entered into a Disposition and Development Agreement (DDA) with Main Street West Partners (the Developer) dated April 17, 2006; and

WHEREAS, said DDA has been revised from time to time by Amendments Nos. 1 – 3; 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 (the Agency); and

WHEREAS, on January 7, 2014, the Successor Agency adopted a resolution extending the term of the DDA 120 days through June 19, 2014, which was subsequently approved by the Oversight Board and the Department of Finance; and

WHEREAS, on February 11, 2014, Main Street West Partners filed a complaint with the Solano County Superior Court for Validation under Code of Civil Procedure Section 863 and for Declaratory Relief to ask the court to validate the continued enforceability of the DDA and modifications to allow for the completion of the performance of the requirements of the DDA; and

WHEREAS, in April 2014, the California Department of Finance appeared in the lawsuit filed by Main Street West Partners and sought to change the venue of the lawsuit from Solano County to Sacramento Superior Court. These court proceedings have caused further delays and uncertainty; and

WHEREAS, since the project was subject to a pending court process and included several unexpected legal challenges, the case was not resolved by the end of the initial 120-day extension, and was extended by two additional 60-day extensions in place through October 17, 2014; and

WHEREAS, Main Street West Partners recently amended their complaint with the Court, further delaying the court case; and

WHEREAS, the Successor Agency and Main Street West Partners have continued to work on updates to the DDA that would allow the project to proceed, as well as meet the interests of all parties involved, including the affected taxing entities; and

WHEREAS, the Successor Agency and Main Street West Partners wish to proceed with a proposed amendment to the DDA, which will require Oversight Board and DOF approval, and such approval from the DOF may take approximately 65 days or longer; and

WHEREAS, pursuant to Part Two, Article 3.04 of the DDA, the Developer and Agency wish to extend the term of the DDA through January 31, 2015, beyond the current expiration including all obligations and conditions contained therein; and

WHEREAS, other than extending the time for performance under the current DDA, said extension would not alter or amend any business terms of the DDA or any of its amendments; and

NOW, THEREFORE, BE IT RESOLVED that the City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City hereby authorizes the Executive Director or her designee to execute an extension through January 31, 2015 to all terms, conditions, and obligations set forth in the DDA.

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 7th day of October 2014, by the following vote:

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

WITNESS my hand and the seal of said City this 7th day of October 2014.

Linda Hobson, CMC
Secretary

RESOLUTION NO. SA 2014 -__

A RESOLUTION OF THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY APPROVING AND AUTHORIZING THE EXECUTION OF THE FOURTH AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) WITH MAIN STREET WEST PARTNERS, LLC.

WHEREAS, the Redevelopment Agency of the City of Suisun City entered into a Disposition and Development Agreement (DDA) with Main Street West Partners (the Developer) dated April 17, 2006; and

WHEREAS, said DDA has been revised from time to time by Amendments Nos. 1 – 3; 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 (the Agency); and

WHEREAS, the term of the DDA, which has been approved by the Oversight Board and the Department of Finance, has been extended from time to time through October 17, 2014; and

WHEREAS, other than extending the time for performance under the current DDA, said extension has not altered or amended any business terms of the DDA or any of its amendments; and

WHEREAS, on February 11, 2014, Main Street West Partners filed a complaint with the Solano County Superior Court for Validation under Code of Civil Procedure Section 863 and for Declaratory Relief to ask the court to validate the continued enforceability of the DDA and modifications to allow for the completion of the performance of the requirements of the DDA; and

WHEREAS, in April 2014, the California Department of Finance appeared in the lawsuit filed by Main Street West Partners and has brought forth legal challenges to the lawsuit; and

WHEREAS, Main Street West Partners recently amended their complaint with the Court, further delaying the court case; and

WHEREAS, the Successor Agency and Main Street West Partners have continued to work on updates to the DDA that would allow the project to proceed, as well as meet the interests of all parties involved, including the affected taxing entities; and

WHEREAS, the Successor Agency and Main Street West Partners wish to proceed with a proposed amendment to the DDA, which will require Oversight Board and DOF approval; and

WHEREAS, Developer has dedicated substantial time and financial resources in connection with engineering, planning, permitting, marketing and construction for development of the Project, and the Agency has determined that Developer remains most qualified to complete development of the Project in the manner anticipated by the DDA; and

WHEREAS, due to the economic climate since the last Amendment to the DDA, in addition to uncertainty and challenges presented by the dissolution of the former redevelopment agency, the Parties have determined it was not feasible to develop the Project within the timeframe set forth in the DDA; and

WHEREAS, the Parties desire to modify the DDA in order to provide for an extension of time for development of the Project, including a delay in the schedule for Developer's acquisition and development of certain parcels; and

WHEREAS, the Parties desire to amend the DDA to reflect current market conditions, make certain modifications necessary as a result of the dissolution of the former redevelopment agency and to provide for additional time to allow developer to fulfill obligations of the DDA; and

WHEREAS, under applicable redevelopment dissolution law, the Oversight Board can direct the Successor Agency, subject to review by the Department of Finance, to "determine whether any contracts, agreements, or other arrangements between the dissolved redevelopment agency and any private parties should be . . . renegotiated to reduce liabilities and increase net revenues to the taxing entities, and present proposed . . . amendment agreements to the oversight board for its approval. The board may approve any amendments to . . . those agreements if it finds that amendments . . . would be in the best interests of the taxing entities." (Health & Safety Code Section 34181(e)); and

WHEREAS, pursuant to Part Two, Article 3.04 of the original DDA, the Developer has the right to request an extension of time and modifications to the existing terms of the DDA for circumstances that include, without limitation, a change in law and changes in economic conditions and the Executive Director may extend times of performance in writing by mutual agreement of the Developer and the Executive Director, and the Executive Director may refer the matter of extension and modifications to the DDA to the Agency Board, which is now the Successor Agency; and

WHEREAS, the Successor Agency finds that substantial evidence has been presented at the public hearing in this matter to support an extension of time and for modifications to the existing DDA as specifically set forth in the Fourth Amendment to the DDA and as described in the staff report and administrative record in this matter; and

WHEREAS, the DDA as executed in 2006 specifically provides that the Developer acknowledges that the Agency makes no representation regarding the ability and willingness of the Agency or the City to approve the project after environmental review and that the "parties recognize that if as a result of the environmental review process the Project is not approved for development, both the Agency and Developer each have an independent right to terminate this Agreement. " (Sec. 1.09 of the DDA.) Additionally, the Developer acknowledged that the City could impose mitigation measures after the environmental review; and

WHEREAS, nothing in the Fourth Amendment to the DDA is a binding commitment to approve entitlements for the subject parcels and all environmental review is required to be performed before any project approvals could be issued after full compliance with all applicable environmental laws; and

WHEREAS, the Successor Agency finds that the Fourth Amendment to the DDA is intended to provide a financing framework for the matters described within it and it is not a binding commitment for any environmental approvals, mitigation measures or entitlements and that all necessary environmental review is being completed before any project could move forward; and

WHEREAS, the Parties have proposed such updates contained in the amendment with the interest of increasing net revenues to the affected taxing entities; and

WHEREAS, the Fourth Amendment provides for updates that reflect current market conditions, and makes certain modifications necessary as a result of the dissolution of the former redevelopment agency, and provides for additional time to allow developer to fulfill obligations of the DDA; and

NOW, THEREFORE, THAT THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY DOES RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The Fourth Amendment in substantially the form on file with the Secretary of the Agency is hereby approved. The Executive Director of the Agency (or designee) is hereby authorized on behalf of the Agency to execute the Fourth Amendment, subject to necessary approvals from the Oversight Board and Department of Finance, and to make revisions to said which do not materially or substantially increase the Agency's obligations thereunder, to sign all documents, to make all approvals and take all actions necessary or appropriate to carry out and implement the Fourth Amendment and to administer the Agency's obligations, responsibilities and duties to be performed under the Fourth Amendment Agreement and related documents.

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 7th day of October 2014, by the following vote:

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

WITNESS my hand and the seal of said City this 7th day of October 2014.

Linda Hobson, CMC
Secretary

