

CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, DECEMBER 7, 2021

5:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

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

MEETING ID: 813 7513 5665

CALL IN PHONE NUMBER: (707) 438-1720

*TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM
(URL: <https://www.suisun.com/government/meeting-video/>)*

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 4pm) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Council Members

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.)

PUBLIC COMMENT

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

CLOSED SESSION

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

City Council**1. Conference with Legal Counsel - Existing Litigation**

Name of case: Louisa Pickering and Michael Pickering (Plaintiffs) v. City of Suisun City (Defendants), et al - Case # FCS055707

2. PERSONNEL MATTERS

Pursuant to California Government Code Section 54957(b)(1) et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency negotiator: City Manager

Employee organizations:

Unrepresented Employees;

SCEA (Suisun City Employees' Association);

SCMPEA (Suisun City Management and Professional Employees' Association).

SCPOA (Suisun City Police Officers Association).

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

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 - Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
 - Joe Nelson Center, 611 Village Drive, Suisun City, CA;
 - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of December 7, 2021 was posted and available for review, in compliance with the Brown Act.

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Lori Wilson, Mayor
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CITY COUNCIL MEETING

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, DECEMBER 7, 2021

6:30 P.M.

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

NOTICE

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(Next Ord. No. – 789)

(Next City Council Res. No. 2021 – 119)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 06)

(Next Housing Authority Res. No. HA2021 – 04)

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

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

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.)

REPORTS: (Informational items only)

1. City Manager/Executive Director/Staff
2. Informational Update on the Traffic Safety Committee Accomplishments and On-going Work for the 2021 Calendar Year – (Vue: nvue@suisun.com).

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

CONSENT CALENDAR

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

City Council

3. Council Consideration and possible action to adopt Resolution No. 2021-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through January 6, 2022– (Folsom: gfolson@suisun.com).
4. Council Adoption of Resolution No. 2021-__: Reaffirming the Necessity of the Development Impact Fees, and Accepting the Annual Report on Development Impact Fees – (Deol: ideol@suisun.com).
5. Council Adoption of Resolution No. 2021-__: A Resolution of the City Council of the City of Suisun City Authorizing the Chief of Police, or his designee, to apply for and receive funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways.– (Roth: aroth@suisun.com).
6. Council Adoption of Resolution No. 2021-__: Authorizing the City Manager, or his designee, to execute a lease agreement with Flock Group Inc., or its assignee, for Automated License Plate Readers (ALPRs). – (Roth: aroth@suisun.com).

Suisun City Council Acting as Successor Agency

7. Successor Agency Adoption of Resolution No. SA 2021-__: Authorizing the Executive Director to Execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (with Addendum) with Ashria LLC for the Transfer of Approximately 1.56 Acres Located on Lotz Way (Solano County Assessor's Parcel Numbers 0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600, & 680) - (Kearns jkearns@suisun.com).

Joint City Council / Housing Authority

8. Technical and Administrative Updates to the Investment Policy – (Deol: Ideol@suisun.com).
 - a. Council Adoption of Resolution No. 2021-___: Adopting a Revised City Investment Policy to Reflect Technical and Administrative Updates; and
 - b. Authority Adoption of Resolution No. HA 2021-___: Adopting a Revised Authority Investment Policy to Reflect Technical and Administrative Updates.

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

9. 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 November 2, 2021, November 8, 2021, November 16, 2021 and November 30, 2021 - (Skinner: askinner@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

10. Council/Agency Approval of November 2021 Payroll Warrants in the Amount of \$506,334.08, and Council/Agency Approval of the November 2021 Accounts Payable Warrants in the Amount of \$1,816,997.63 – (Finance).

PUBLIC COMMENTS

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PUBLIC HEARINGCity Council

11. Council Introduction and Waive Reading of Ordinance No. ___: Amending Chapter 13.14 Public Art in Title 13, Public Services to the Suisun City Municipal Code.– (Lofthus: klofthus@suisun.com).

GENERAL BUSINESSCity Council

12. Waterfront District Business Improvement District: - (Lofthus: klofthus@suisun.com).
 - a. Council Adoption of Resolution No. 2021-___: Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
 - b. Council Adoption of Resolution No. 2021-___: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2022, and Setting a Public Hearing to Consider these Matters for December 21, 2021
13. Council Consider Resolution No. 2021-___: Setting a Public Hearing for December 21, 2021 to consider extending FAST bus routes 5 and 6 and approve a budget of \$50,000 for the Solano Transportation Authority (STA) local taxi program using Transportation Development Act (TDA) funding. – (Folsom: gfolson@suisun.com).

REPORTS: (Informational items only)

14. Council Updates

- a. Council/Boardmembers
- b. Mayor

15. Non-Discussion Items

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AGENDA TRANSMITTAL

MEETING DATE: December 7, 2021

CITY AGENDA ITEM: Informational Update on the Traffic Safety Committee Accomplishments and On-going Work for the 2021 Calendar Year.

FISCAL IMPACT: There is no fiscal impact at this time.

STRATEGIC PLAN GOAL(S): Ensure Public Safety by improving the quality of local streets, roads and sidewalks to promote safety for all modes of travel including vehicles, pedestrians and bicycles.

BACKGROUND: Suisun City's Traffic Safety Committee (Committee) investigates, reviews, analyzes and makes determinations on traffic safety issues, and its members include the Police Chief, Police Commanders (2), Fire Chief, Fire Marshal, Senior Planner, Public Works Director/City Engineer, Associate Engineer, and the Director of Recreation, Parks and Marina (RPM). The Committee meets as needed, depending on the nature and number of agenda items, to assess and to arrive at resolutions to public concerns relating to traffic safety and traffic management.

Through the advice of and the decisions made by the Committee, traffic safety improvements have been completed during 2021 calendar year.

STAFF REPORT: The Traffic Safety Committee coordinated to resolve and research traffic challenges to improve safety for the Suisun City motorists, bicyclists, pedestrians and public. In this update, the report provides a summary of notable accomplishments, requests and inquiries currently under Committee review and discussion, CIP projects underway, and grant funding secured.

STAFF RECOMMENDATION: No Council action is required at this time.


ATTACHMENTS:

1. Attachment No. 1 – Power Point Presentation: Traffic Committee Update.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Nick Lozano, Associate Engineer
Nouae Vue, Public Works Director
Greg Folsom, City Manager

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Public Works

Traffic Safety Committee Accomplishments and Ongoing Work

December 7, 2021

1

Update Overview

- ▶ Traffic Committee Report
 - ▶ Completed Mitigations
 - ▶ Reported Speeding Locations
 - ▶ Pending Traffic Concerns
- ▶ Capital Improvement Projects
 - ▶ Completed
 - ▶ In Design or In Construction Phase
- ▶ Grants

2

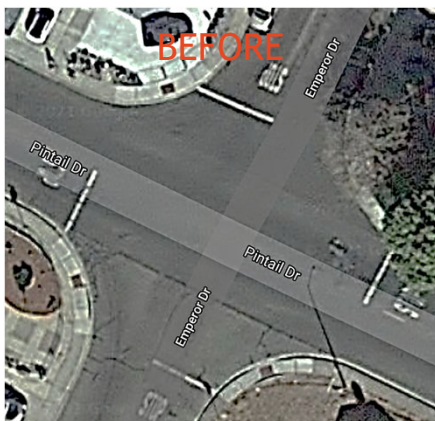
Who is the Traffic Committee? And What Do They Do?

- ▶ The Traffic Committee includes representatives from Public Works, Police, Fire, Development Services, and the Recreation Parks and Marina Departments.
- ▶ The Traffic Committee meets on an as-needed basis, and reviews traffic concerns and collaborates to find traffic safety improvements and mitigations that are practical and feasible.

3

Completed Emperor Drive/Pintail Drive

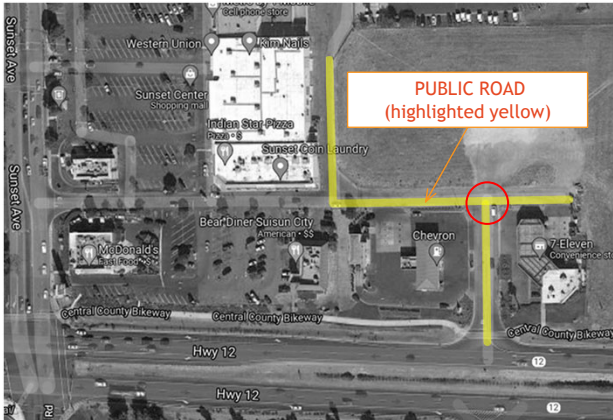
Issue:	Crosswalk request
Mitigation:	Painted crosswalks



4

Completed
Sunset Shopping Center - Public Roadway

Issue:	Missing STOP signs
Mitigation:	Sign installation



5

Reported Speeding and Other Concerns
Various Locations

Issue:	Reported speeding and other concerns
Completed:	Deployment of PD Speed Sign

Reported speeding:

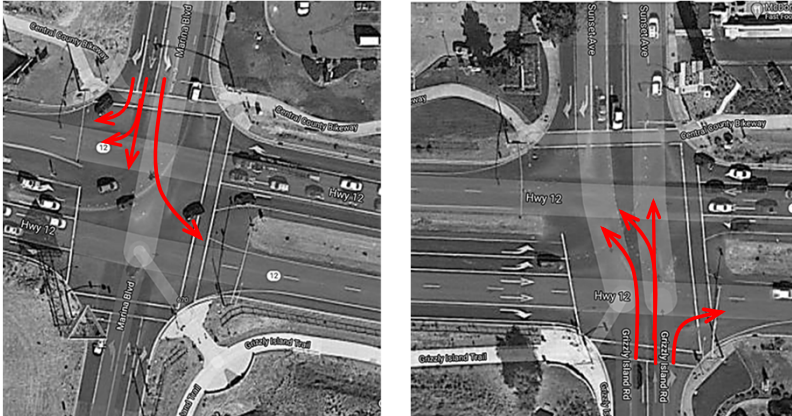
- ❑ Emperor Drive from Pintail Drive to Longspur Dr
- ❑ Fulmar Drive
- ❑ Driftwood Drive at Josiah Circle

6

Pending Traffic Concerns

Conversion to Double Turn Lanes:

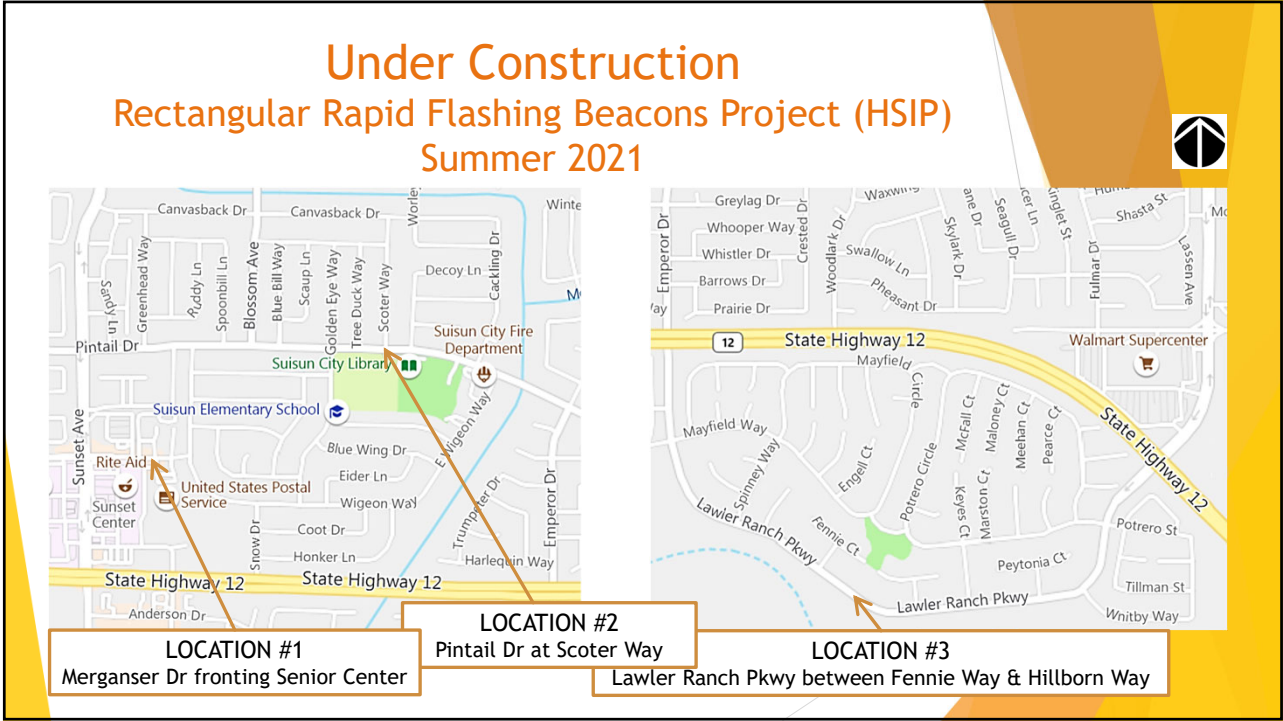
- ❑ SB Marina Blvd, north of Hwy 12
- ❑ NB Grizzly Island Rd, south of Hwy 12



7

Capital Improvement Projects (CIP) Under Construction

8



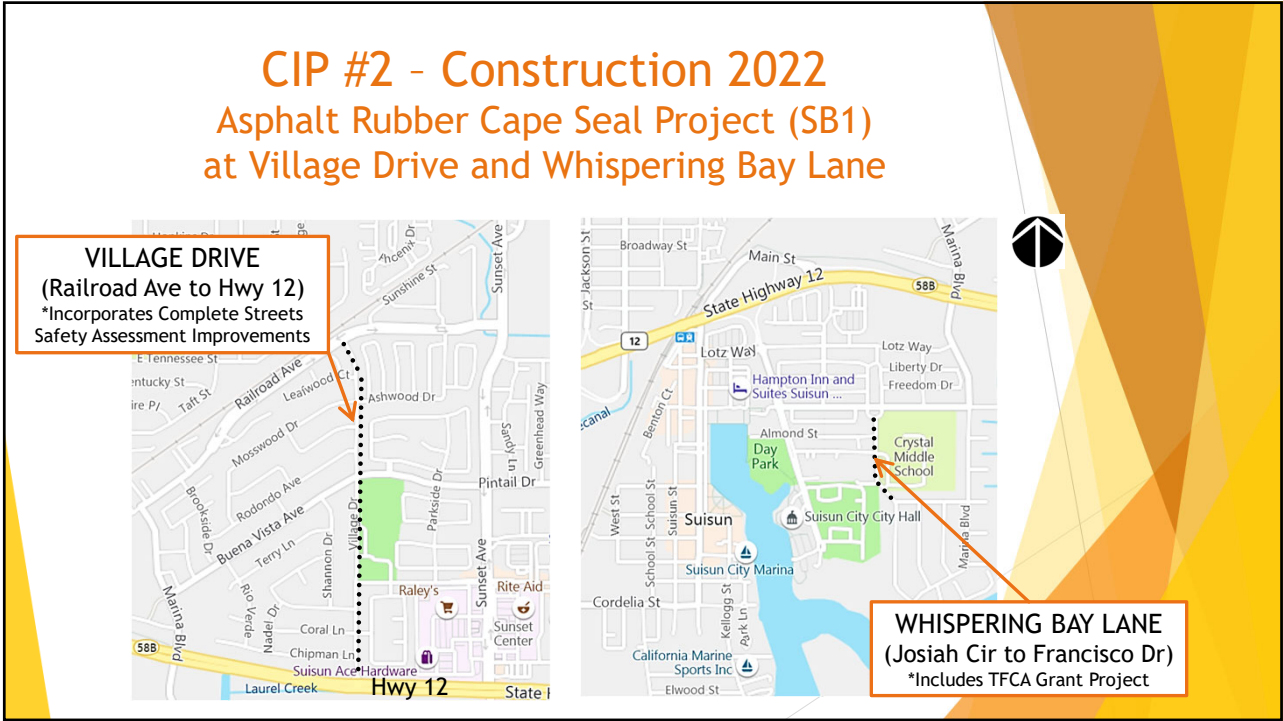
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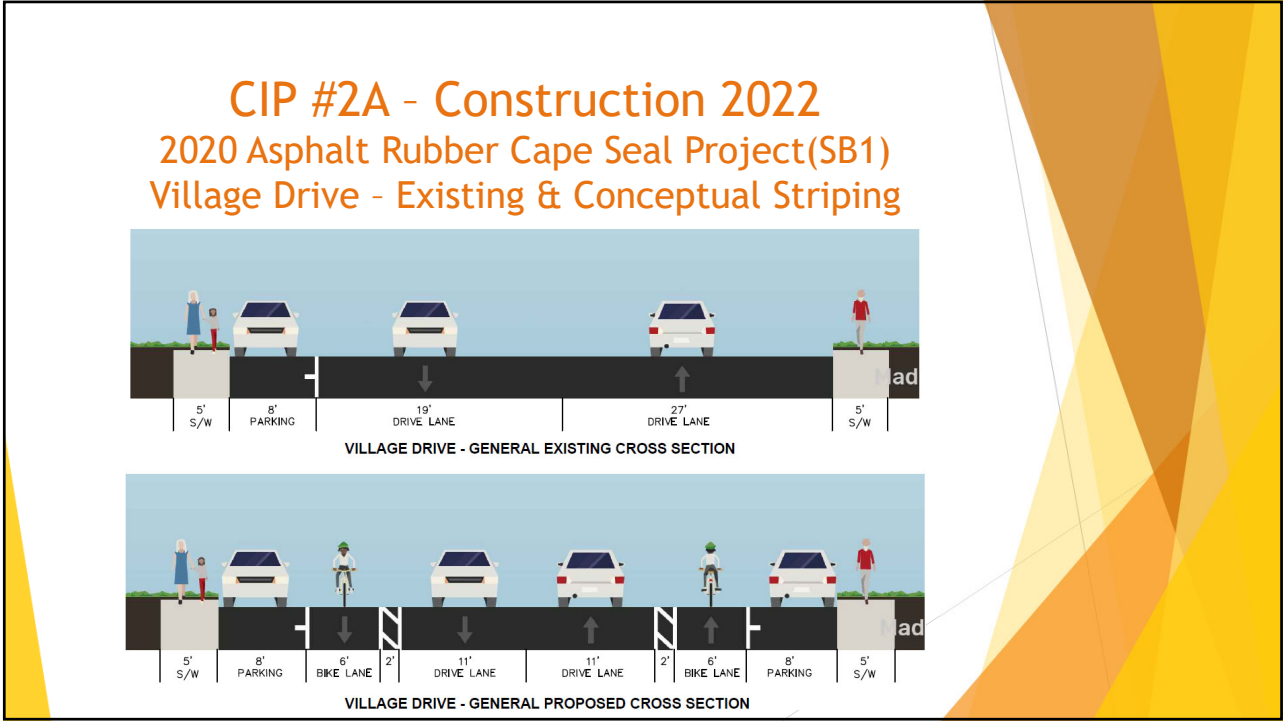
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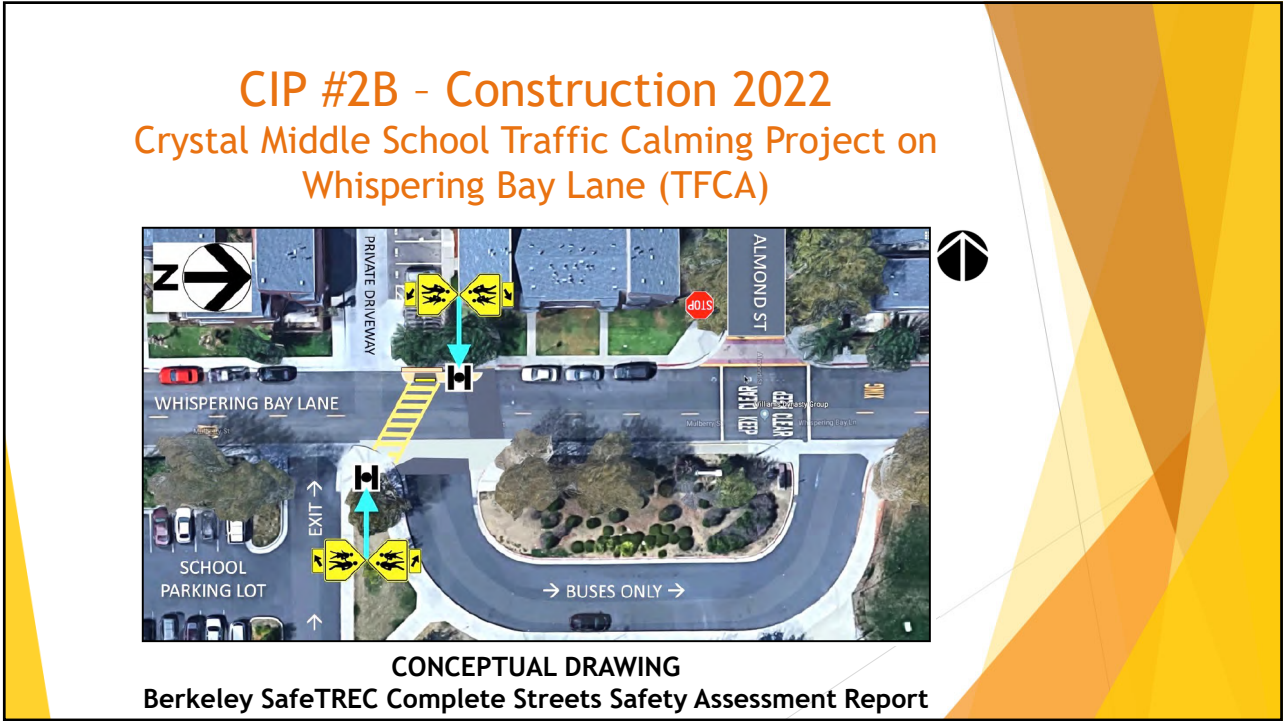
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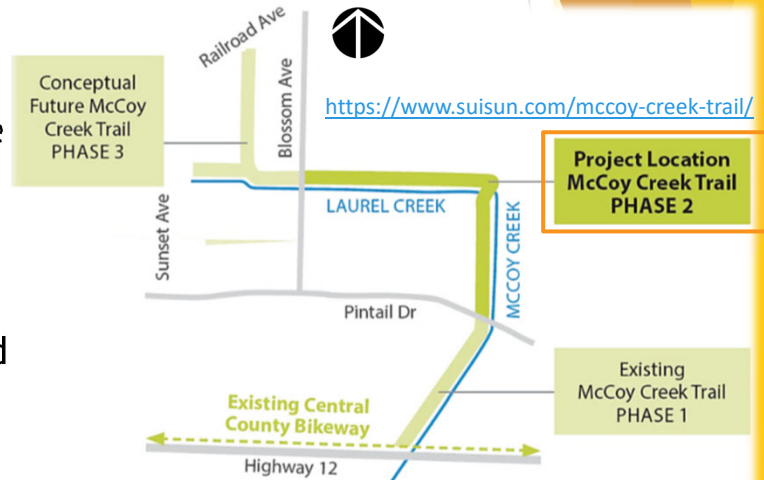


14

CIP #3 - Construction 2022 McCoy Creek Trail - Phase 2 (ATP)

Features:

- ❑ 10' Concrete Path
- ❑ Prefabricated Bridge
- ❑ Site Furnishings
- ❑ 3 Road Crossings
 - Curb Extensions
 - Rectangular Rapid Flashing Beacons
 - Speed Tables



15

CIP #4- Construction 2022 Training Depot Platform Lighting & Wind Screens (CCJPA)



Wind Screen

16

CIP #5 - Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan

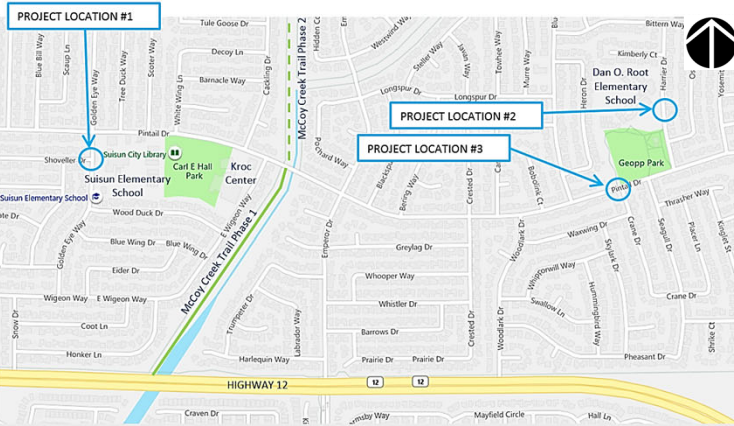


17

Recent Successful Grant Applications

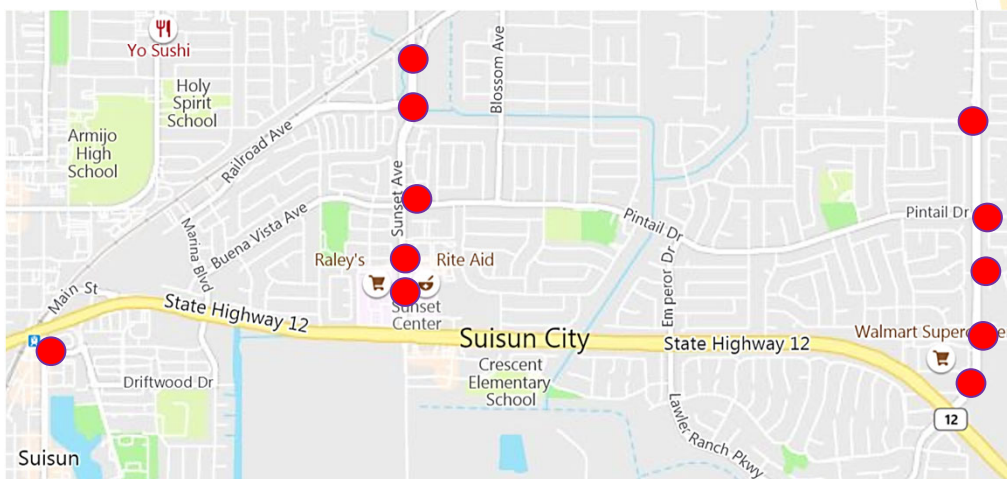
18

Successful Grant Application #1 Highway Safety Improvement Program (HSIP) Bulbouts, RRFBs and High Visibility Crosswalks at Schools



19

Successful Grant Application #2 Highway Safety Improvement Program (HSIP) Upgrade of Hardware at all Eleven (11) Traffic Signals



20

Questions?

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AGENDA TRANSMITTAL

MEETING DATE: December 7, 2021

CITY AGENDA ITEM: Consideration and possible action to adopt Resolution No. 2021-__: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through January 6, 2022.

FISCAL IMPACT: None.

STRATEGIC PLAN: Provide Good Governance

BACKGROUND: A number of laws have changed since the beginning of the COVID pandemic related to the Brown Act as it relates to teleconferenced public meetings, both from Governor Newsom's Executive Orders and recently from the enactment of Assembly Bill 361, which took effect October 1, 2021, allowing continued remote teleconference meetings without traditional Brown Act compliance, provided certain findings can be made related to the ongoing state of emergency and subject to adherence to certain new noticing and public participation requirements.

The City, as all public agencies in California, must now invoke and adhere to AB 361 and its modifications on certain elements of remote public meetings, or else revert to traditional Brown Act compliance. The major change associated with continuing remote meetings under AB 361 is that the public must now be allowed to make comments in real-time during the public comment period, either telephonically or electronically (such as by Zoom). No physical location for public comment need be provided.

The other major change is that all public agencies, if they want to continue to conduct public meetings remotely, must adopt a resolution every 30 days making the findings of necessity to do so and affirming the measures in place to allow remote public comments by the public.

On October 19, 2021 the City of Suisun City passed a resolution proclaiming that a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) *et seq.*, for the initial period of October 19, 2021 through November 18, 2021.

STAFF REPORT: This is a recurring resolution, after 30 days following the initial invocation of AB 361, continued reliance on AB 361 for subsequent meetings requires the following:

1. Either the "state of emergency" must remain active, or state or local officials have imposed or recommended measures to promote social distancing; and
2. No later than 30 days after teleconferencing for the first time under AB 361 rules, and every 30 days thereafter, the legislative body, by majority vote, finds that it has reconsidered the circumstances of the state of emergency and at least one of the following circumstances exist:

PREPARED/APPROVED BY:

Greg Folsom, City Manager

- The state of emergency continues to impact the ability of the members to meet safely in person; or
- State or local officials continue to impose recommended measures to promote social distancing

Continued reliance on AB 361 will require adoption of a new resolution making the required findings every 30 days.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2021- ____: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through January 6, 2022.

ATTACHMENTS:

1. Resolution 2021-____ A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the transition to use of remote teleconference meeting procedures by City's the legislative bodies, as authorized by government code section 54953(e) et seq., through January 6, 2022.

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY PROCLAIMING A LOCAL EMERGENCY PERSISTS AND AUTHORIZING THE TRANSITION TO USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY CITY'S THE LEGISLATIVE BODIES, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) *ET SEQ.*, THROUGH JANUARY 6, 2022

WHEREAS, the City Council of the City of Suisun City is committed to preserving and nurturing public access, transparency, observation and participation in its meetings and the meetings of each of its legislative bodies; and

WHEREAS, all meetings of the City's legislative bodies are open and public, as required by the Ralph M. Brown Act, codified as Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the City's legislative bodies conduct their business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), amending Government Code section 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, the initial required condition is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act, Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the City, as provided in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on March 16, 2020, the City's Director of Emergency Services declared a local emergency for the City pursuant to Chapter 2.32 of the Suisun City Municipal Code, finding that conditions of extreme peril to the safety of persons and property have arisen within the City as a result of the COVID-19 virus and that these conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, on March 17, 2020, the City Council adopted Resolution No. 2020-40, ratifying the Director of Emergency Services' declaration of local emergency; and

WHEREAS, Government Code section 54953(e) further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the City finds that meeting in person would present imminent risk to the health and safety of attendees; and

1 **WHEREAS**, the Council hereby finds that such emergency conditions now exist in
2 the City, such that meeting in person for the meetings of the legislative bodies of the City
3 would present imminent risk to the health and safety of attendees as a result of the increased
4 risk of the spread of the COVID-19 virus among those in attendance; and

5 **WHEREAS**, the Council hereby finds that the state of emergency due to the COVID-
6 19 virus and the conditions related thereto has caused, and will continue to cause, conditions
7 of extreme peril to the safety of persons within the City that are likely to be beyond the
8 control of services, personnel, equipment, and facilities of the City, and thereby affirms,
9 authorizes, and proclaims that the existence of a local emergency persists throughout the City,
10 and ratifies the proclamation of state of emergency by the Governor of the State of California;
11 and

12 **WHEREAS**, the Council hereby finds that, as a consequence of the existing local
13 emergency, the legislative bodies of the City shall conduct their meetings without compliance
14 with Government Code section 54953(b)(3), and shall instead comply with the remote
15 teleconference meeting requirements as authorized by Government Code section 54953(e) *et*
16 *seq.*; and

17 **WHEREAS**, the Council affirms that it will allow for observation and participation by
18 Councilmembers and the public by allowing limited in-person attendance, as well as allowing
19 public participation and comment in real time via Zoom or by telephone, in an effort to
20 protect the constitutional and statutory rights of all attendees.

21 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUISUN CITY**
22 **FINDS, RESOLVES, AND ORDERS AS FOLLOWS:**

23 Section 1. The Recitals set forth above are true and correct and are incorporated herein
24 Resolution by reference.

25 Section 2. The Council hereby recognizes and affirms the existence and conditions of
26 a state of emergency as proclaimed by the Governor, the existence of emergency conditions in
27 the City, and affirms, authorizes, and proclaims that the existence of a local emergency
28 persists throughout the City.

29 Section 3. The Council hereby ratifies the Governor of the State of California's
30 Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

31 Section 4. Further, the Council finds that holding the meetings of the City's legislative
32 bodies in person with no limitations to attendance would present imminent risk to the health
33 and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus
34 among those in attendance, as required by Government Code section 54953(e) *et seq.*

35 Section 5. The City Manager and legislative bodies of the City are hereby authorized
36 and directed to take all actions necessary to carry out the intent and purpose of this Resolution
37 including, conducting open and public meetings in accordance with Government Code section
38 54953(e) and other applicable provisions of the Brown Act.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) January 6, 2022, or (ii) such time the Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference without compliance with Government Code section 54953(b)(3).

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on December 7, 2021, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

WITNESS my hand and the seal of said City this 7th day of December 2021.

Anita Skinner
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: December 07, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-____: Reaffirming the Necessity of the Development Impact Fees, and Accepting the Annual Report on Development Impact Fees.

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

STRATEGIC PLAN IMPACT: Provide good governance.

BACKGROUND: AB 1600 (codified as California Government Code Section 66000 *et seq.*) requires that local agencies prepare annual reports on all development impact fees collected to finance “public facilities” if those fees were established, increased, or imposed on or after January 1, 1989. It does not include fees charged for processing development applications, development agreements, or reimbursement agreements. The report is due 180 days after the close of each fiscal year and requires that a report concerning each fee fund be made available to the public.

To be in full compliance with State Law, the City must:

- Spend or commit development impact fees within five years of collecting them; or
- Adopt a resolution that makes a finding that a reasonable relationship remains between the current need for the fees and the purpose for which they were originally proposed.

The City currently collects five different categories of impact fees which are described in the attached report. Below is the finding for the one impact fee that require accumulation beyond five years to complete projects:

- Off-Site Street Improvement Program (OSSIP) Fee - A portion of the Off-Site Street Improvement Program fees collected have not yet been spent within five years of collection. These revenues have been set aside to design and construct the planned improvements which have not yet been accomplished. This is to ensure that the projects can benefit from the economies of scale of a few larger projects, rather than a piecemeal approach consisting of numerous smaller projects. It will also ensure that there will be fewer disruptions of the select street system during construction.

In 2015, the City Council appropriated funds to update the Development Impact Fee Study. Through a competitive process, the consulting firm TischlerBise was selected to perform this work. The study was completed in January 2017 and was accepted by the City Council through Resolution No. 2017-01 passed and adopted on January 3, 2017. The study has resulted in the need to diversify the fees beyond those that were adopted in 1993. The current three fees are proposed to be divided into five fees to better determine the associated costs of each category of services

PREPARED BY:	Elizabeth N. Luna, Accounting Services Manager
REVIEWED BY:	Lakhwinder Deol, Finance Director
APPROVED BY:	Greg Folsom, City Manager

and to more accurately collect the associated revenue. The City currently imposes the following fees:

- Fire Facilities & Equipment Fee.
- Municipal Facilities & Equipment Fee.
- Off-Site Street Improvements Program Fee.
- Park Improvement Program Fee.
- Police Facilities & Equipment Fee.

A copy of this report of required information will be available at the Finance Department by December 31, 2021, thereby satisfying the law's requirement that the report be available to the public by that date. In addition, public contact will be made through posting of the City Council Agenda on the City's official website.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2021-____: Reaffirming the Necessity of the Development Impact Fees, and Accepting the Annual Report on Development Impact Fees.

ATTACHMENTS:

1. Resolution No. 2021-____: Reaffirming the Necessity of the Development Impact Fees, and Accepting the Annual Report on Development Impact Fees.
2. Exhibit A – Annual Report on Development Impact Fees

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN
CITY REAFFIRMING THE NECESSITY OF THE DEVELOPMENT
IMPACT FEES AND ACCEPTING THE ANNUAL REPORT ON
DEVELOPMENT IMPACT FEES**

WHEREAS, the City of Suisun City imposes fees to mitigate the impact of development pursuant to Government Code section 66000 *et seq.*; and

WHEREAS, said fees collected are deposited into a special revenue and separate capital accounts for each type of improvement funded by development fees; and

WHEREAS, the City maintains separate funds for off-site street improvement program fees, park development program fees, police facility, fire facility and municipal vehicle and equipment fees; and

WHEREAS, the City is required within 180 days after the last day of each fiscal year to make available to the public information for the fiscal year regarding these fees pursuant to Government Code section 66006; and

WHEREAS, the documents reflecting the balance in each development impact fee fund or account, accrued interest in said fund or account and the amount of expenditure by public facility for the fiscal year have been made available for public review as required by Code Section 66006, a copy of which is attached hereto as Exhibit A.

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

Section 1. That the recitations above are true and correct.

Section 2. That the following findings are made pursuant to California Government Code Section 66001:

- A. The Off-Site Street Improvement Program fee has been accumulated beyond five years to achieve economies of scale for projects in the adopted Capital Improvement Program. The fees collected are being accumulated to build large projects rather than being used in a piecemeal fashion.

BE IT FURTHER RESOLVED that the Annual Report on Development Impact Fees attached hereto as Exhibit A and incorporated by this reference is hereby accepted by the City Council.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on December 7, 2021, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 7th day of December 2021.

Anita Skinner
City Clerk

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FY20-21

Item 4
Attachment 2

FY20-21

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AGENDA TRANSMITTAL

MEETING DATE: December 7, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No.2021- ____: A Resolution of the City Council of the City of Suisun City Authorizing the Chief of Police, or his designee, to apply for and receive funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways

FISCAL IMPACT: Contingent upon applying for and final approval of the budget, Suisun City could be awarded grant funds Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways. Suisun City's match is through the contribution of boat tax revenue.

STRATEGIC PLAN: Ensure Public Safety, Provide Good Governance

BACKGROUND: Each year the Police Department applies for and has received grant funding from the CA Department of Boating and Waterways to cover the majority of the operation of our boating enforcement program. The Police Department has operated a boat patrol program for approximately 25 years.

STAFF REPORT: Awarded grant funds from the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways helps with funding the program.

Three police sergeants and up to six police officers are assigned to the patrol boat operation on an ancillary duty bases. Throughout the year, the boat patrol is utilized in several events, such as boat/jet ski races, Fourth of July, Christmas at the Waterfront, launch ramp inspections, harbor patrol, sinking vessels, vessel accidents, search and rescues, stranded boaters and special assistance call outs by the United States Coast Guard and the Solano County Sheriff's Department. The team also participates in regional enforcement efforts sponsored by the United States Coast Guard in conjunction with surrounding counties. The team also conducts enforcement operations for the Fleet Week event in San Francisco.

During the prior completed federal fiscal year (2020/2021), the team worked approximately 583 hours towards boating safety education and enforcement. There were 216 warnings issued and 1 citation issued. There were 285 compliance inspection/checks completed. There were 2 search and rescue responses, 50 persons assisted and 13 vessels assisted.

RECOMMENDATION: Council Adoption of Resolution No. 2021-____: A Resolution of the City Council of the City of Suisun City Authorizing the Chief of Police, or his designee, to apply

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Lisa Carlock, Police Sergeant
 Aaron Roth, Police Chief
 Greg Folsom, City Manager

for and receive funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways

ATTACHMENTS:

1. A Resolution of the City Council of the City of Suisun City Authorizing the Chief of Police, or his Designee, to apply for and receive funding through the Boating Safety and Enforcement Financial Aid Program from the California Department of Boating and Waterways

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CHIEF OF POLICE, OR HIS DESIGNEE, TO APPLY FOR
AND RECEIVE FUNDING THROUGH THE BOATING SAFETY AND
ENFORCEMENT FINANCIAL AID PROGRAM FROM THE CALIFORNIA
DEPARTMENT OF BOATING AND WATERWAYS**

WHEREAS, the City of Suisun City Police Department is requesting to apply for the 2022/2023 Boating Safety and Enforcement Financial Aid Program through the California Department of Boating and Waterways; and

WHEREAS, the Boating Safety and Enforcement Financial Aid Program will provide funding for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, if the City of Suisun City Police Department is granted funding through the Boating Safety and Enforcement Financial Aid Program pursuant to Title 14, California Code of Regulations Section 6593.6, the City of Suisun City Police Department is required to enter into an annual contract with the California Department of Boating and Waterways in order to participate in the financial aid program. In addition, pursuant to Harbors and Navigation Code, Section 663.7 (e), The department shall not allocate funds to any City or a public agency within a City unless the department receives a resolution adopted annually by the City Council authorizing the City to participate in the program and certifying that the City will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the City from personal property taxes on vessels. The money allocated to a City pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that City. In addition, it is authorized the City Finance Director can certify the amount of prior year vessel taxes received by City via the County.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the Police Chief, or his designee, to execute those documents necessary to apply for and receive funding through the California Department of Boating and Waterways Boating Safety and Enforcement Financial Aid Program.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on December 7, 2021, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 7^h day of December 2021.

Anita Skinner
City Clerk

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AGENDA TRANSMITTAL

MEETING DATE: December 7, 2021

CITY AGENDA ITEM: Council Adoption of Resolution No. 2021-__: Authorizing the City Manager, or his designee, to execute a lease agreement with Flock Group Inc., or its assignee, for Automated License Plate Readers (ALPRs).

FISCAL IMPACT: The Police Department has previously identified a need to replace and expand the City's ALPR infrastructure. The total fiscal impact has been forecasted for funding through the American Rescue Plan Act (ARPA) funding approved by Council on 11/8/2021. The program has been budgeted for \$38,500 FY 21/22, \$35,000 FY 22/23 and \$35,000 for FY 23/24. The Flock Group Inc. lease agreement allows for cancellation of the program on an annual basis. The projected cost of the system is not to exceed \$38,500 in FY 21/22 and not to exceed \$35,000 in FY 22/23 and not to exceed \$35,000 in FY 23/24.

STRATEGIC PLAN: Ensure Public Safety

3.5 Optimize the use of technology to drive efficiency, productivity, and customer service.

BACKGROUND: The Police Department was authorized by Council to begin the ALPR program with open-source ALPR software in 2018. The software captured license plates but did not query the data against any databases. The open-source software was acquired by a private company. The software required self-installed camera hardware and ALPR infrastructure. Due to the nature of the self-built camera system and limited City resources to support the program, the cameras were rarely useful during investigations and are currently unmaintained.

STAFF REPORT: The Suisun City Police Department is seeking approval by the City Council to authorize the City Manager, or his designee, to execute a lease agreement with Flock Group Inc., or its assignee, for ALPRs hardware, software and installation.

The City does not have staffing available in any department to install, maintain and calibrate ALPR cameras. Flock Group Inc. offers a lease-based solution. This lease includes the installation, repair, maintenance, and software to run the system. Flock Group Inc. integrates with California databases to query stolen and wanted vehicle license plates in real-time. The system will alert officers in the field as well as dispatch when a wanted or stolen vehicle is captured on an ALPR. This will allow resources to be deployed in real time to apprehend the suspect(s) and recover the stolen property.

As part of the ARPA goals, Flock Group Inc. ALPRs have the potential to reduce gun violence in Suisun City. Approximately 70% of crimes involve a vehicle. Officers and detectives investigating shootings and other crimes will be able to leverage the Flock Group Inc. software to look for vehicles involved in crimes by their license plate number, color, make, or type. These

PREPARED BY:

Daniel Healy, Police Commander

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

leads will assist those investigating crimes to identify possible involved parties. Identification of vehicles involved in crimes is a major step in building comprehensive investigations and gathering leads. These investigative tools can increase our ability to serve the community and bring their case to a resolution.

Crime is inherently multi-jurisdictional; Flock Group Inc. is a component of a county-wide effort to leverage technology to increase efficiency and effectiveness of county-wide law enforcement partners. Solano County and the cities of Benicia, Vallejo, Vacaville, and Fairfield are all using Flock Group Inc. ALPR cameras. Through the Flock Group Inc. software, we can search surrounding agencies' cameras to determine if suspect vehicles have traveled to other cities. These leads can help detectives to identify cross-jurisdictional crime sprees and trends where a single person or group is responsible for crimes in multiple jurisdictions.

Flock Group Inc. is compliant with all California State Laws.

STAFF RECOMMENDATION: It is recommended that the City Council Adopt Resolution No. 2021-__: Authorizing the City Manager, or his designee, to execute a lease agreement with Flock Group Inc., or its assignee, for Automated License Plate Readers (ALPRs).

ATTACHMENTS:

1. Resolution No. 2021-__: Authorizing the City Manager to execute a lease agreement with Flock Group Inc., or its assignee, for Automated License Plate Readers (ALPRs).
2. Flock Group Inc. Services Agreement

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT
WITH FLOCK GROUP INC., OR ITS ASSIGNEE, FOR AUTOMATED LICENSE
PLATE READERS (ALPR)**

WHEREAS, there is a need by the City of Suisun City to provide for safety of both life and property of its community; and

WHEREAS, critical to the police function is investigation of crime and identification of responsible parties; and

WHEREAS, the police department has a need for enhanced investigative capabilities to bring resolution to more cases; and

WHEREAS, the police department has a need to operate efficiently and effectively through the implementation of technology; and

WHEREAS, providing the police department the ability to upgrade its current ALPR system will enable the police department to enhance its capabilities and more efficiently provide essential services; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Suisun City hereby authorizes the City Manager, or his designee, to execute a lease agreement with Flock Group Inc., or its assignee, for automated license plate readers.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on December 7, 2021, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 7^h day of December 2021.

Anita Skinner
City Clerk

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**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: Suisun City Police Department Legal Entity Name:	Contact Name: Daniel Healy
Address: 701 Civic Center Blvd Suisun City, California 94585	Phone: 707-421-6684 E-Mail: dhealy@suisun.com
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions
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Name	Price	QTY	Subtotal
Raven Promo	\$0.00	1.00	\$0.00
Flock Falcon Camera	\$2,500.00	14.00	\$35,000.00
Implementation Fee	\$250.00	14.00	\$3,500.00

(Includes one-time fees)

Year 1 Total \$38,500.00

Recurring Total: \$35,000.00

Special terms:

- Any new or existing customer who signs a new contract for 15+ Falcon ALPR cameras or who currently is on an existing contract for 15+ Falcon ALPR cameras will receive one (1) FREE square mile of Raven coverage for 12 months with the signing of a 2-year contract before 12/31/2021. After FREE initial 12 months, Agency shall be billed standard pricing of \$25,000 per square mile of Raven coverage per year. Agency shall have the option to terminate Raven subscription upon prior written notification to Flock at least thirty (30) days prior to the end of the first year Term. If Agency fails to notify Flock of Agency's intent to cancel subscription, Raven subscription shall auto-renew and Agency shall be billed the standard price of \$25,000 per square mile of Raven coverage per year. Offer expires 12/31/21.

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: Suisun City Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, because Footage is stored for no longer than (thirty) 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. “**Agency Hardware** ” shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Agency Hardware** ” excludes the Embedded Software.

1.3 “**Authorized End User(s)**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 “**Flock IP**” will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 “**Footage**” means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 “**Hardware**” or “**Flock Hardware**” shall mean the Flock cameras, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term “**Hardware**” excludes the Embedded Software.

1.9 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 “**Installation Services**” means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.12 “**Support Services**” shall mean Monitoring Services, as defined in Section 2.9 below.

1.13 “**Unit(s)**” shall mean the Agency Hardware together with the Embedded Software.

1.14 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.15 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will³⁹ be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and

using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. WARRANTIES PROVIDED BY SAID THIRD PARTY SERVICE PROVIDERS ARE THE AGENCY'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 Usage Restrictions. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("**Permitted Purpose**"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted.

2.7 Installation Services.

2.7.1 Designated Locations. For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment

plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) requested by the Agency will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have final discretion on installation and Reinstalls.

2.7.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The “**Agency Installation Obligations**” include, to the extent required by the deployment plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, etc., if necessary), such costs to be approved by the Agency. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency can opt out of Flock’s access to Footage after the initial installation which would waive Flock’s responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor

may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right. In the event of natural expiration of this Agreement, Flock shall remove Flock Hardware at no additional cost to Agency.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support. If Agency chooses to self-install Hardware or install Hardware on a mobile location, Flock shall make reasonable commercial efforts to provide On-Site Services, if permissible. Agency shall not be entitled to reimbursement, tolling, or credit for any lapse in Services associated with the Unit malfunction due to installation on mobile locations (i.e. trailers). Agency waives any warranties hereunder for any self-installed Hardware, and Flock shall not be liable for failure to respond to any maintenance requests for self-installed Hardware. Agency shall be subject to Reinstall Fees for re-positioning Units on mobile locations, or subsequent installation on Flock or other stationary poles.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

Agency's consent. To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 Changes to Platform. Flock Safety may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock Safety's products or services to its Agency s, (b) the competitive strength of, or market for, Flock Safety's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Upon creation of a User ID, Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. To the extent allowed by the governing law of the state mentioned in Section 10.6, or if no state is mentioned in Section 10.6, by the law of the State of California, Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses. including without limitation costs and attorneys' fees, in connection with any claim or action that arises from an alleged violation of the foregoing, Agency 's installation obligations, or otherwise from Agency 's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. This provision is subject to any obligations under FOIA and state-specific Public Records Acts. Each Party (the "**Receiving Party**") understands that the ~~other~~^{other} Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred

to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units (“**Agency Data**”). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency’s neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible

for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1a Wing Fees. For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form, together the “**Initial Fees**”) as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form, together the

“Initial Fees”) as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock’s net income.

6. TERM AND TERMINATION

6.1a Wing Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Initial Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a “**Renewal Term**”, and together with the Initial Term, the “**Service Term**”) *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Initial Term**”). The Initial Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a

“Renewal Term”, and together with the Initial Term, the “Service Term”) unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

6.2 Termination for Convenience. At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of \$500 per Falcon Camera (Flock Hardware). Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party’s making an assignment for the benefit of creditors, or (iii) upon the other party’s dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.5 No-Fee Term. For the Term of this Agreement, Flock will provide Agency with complimentary access to ‘hot-list’ alerts, which may include ‘hot tags’, stolen vehicles, Amber Alerts, etc. (*“No-Fee Term”*). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days’ notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Flock Hardware or Embedded Software (a *“Defect”*), Agency must first make commercially reasonable efforts to address the problem by contacting Flock’s technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its

contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Flock agrees to replace the Unit at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Agency Hardware.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Flock Hardware, Agency Hardware or Embedded Software in any manner, including operation of the Flock Hardware, Agency Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock or the Agency Hardware manufacturer; (b) damage, alteration, or modification of the Agency Hardware, Flock Hardware or Embedded Software in any way which would cause Agency Hardware, Flock Hardware or Embedded Software to malfunction; or (c) combination of the Agency Hardware or Embedded Software with software, Agency Hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE

EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF CALIFORNIA.

7.5 Insurance. Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.

7.6 Force Majeure. Flock Safety is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF CALIFORNIA.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of California will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement. Any dispute arising out of, in connection with, or in relation to this agreement or the making of validity thereof or its interpretation or any breach thereof shall be determined and settled by arbitration in California by a sole arbitrator pursuant to the rules and regulations then obtaining of the American Arbitration Association and any award rendered therein shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction. The service of any notice, process, motion or other document in connection with an arbitration award under this agreement or for the enforcement of an arbitration award hereunder may be effectuated by either personal service or by certified or registered mail to the respective addresses provided herein.

10.7 **Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.



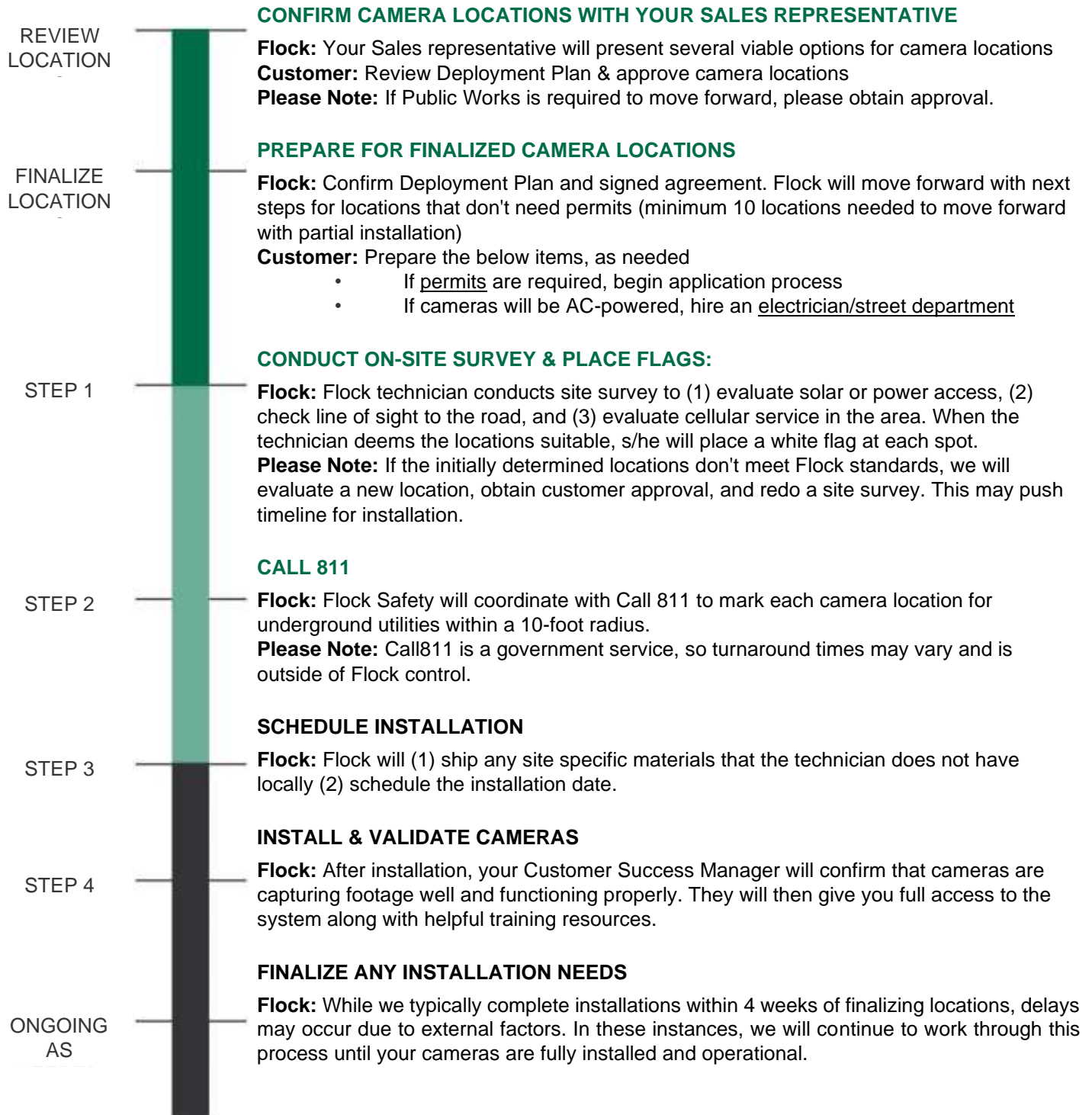
CUSTOMER IMPLEMENTATION GUIDE

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IMPLEMENTATION TIMELINE


This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



IMPLEMENTATION

FLOCK TEAM	HOW WILL THEY SUPPORT YOU
 <p>Customer Success Manager</p>	<p>Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer.</p> <p>They will be your guide through the installation process. After install, they will help you understand how best to leverage the Flock Safety tool to solve crime. You should reach out to them when you want to discuss:</p> <ul style="list-style-type: none"> • Training • Benefits of features • Best practices for getting relevant data • Opportunities to expand the security network in your area • Feedback on your partnership with Flock
 <p>Flock Safety Support</p>	<p>The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com. Support can help you:</p> <ul style="list-style-type: none"> • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account
 <p>Product Implementation Specialist</p>	<p>Your Product Implementation Specialist is your technical product expert.</p> <p>They will help translate your goal for using Flock Safety cameras into a technical plan that can be executed and enable you to solve crime. Your specialist will work with you to:</p> <ul style="list-style-type: none"> • Review the cameras in your deployment • Ensure that the deployment plan is set up for success from a technological standpoint in addition to meeting your goals for the product • If any of your locations require permits, a member of the Product Implementation team will assist you in packaging your application(s).

IMPLEMENTATION

 <p>Field Operations Team</p>	<p>The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of your product.</p> <p>They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that your cameras are installed quickly and safely, and in a way that maximizes the opportunity to solve crime at a specific location.</p> <p>*Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not to the technician.</p>
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Please Note: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

OUTSIDE PARTY	WHEN THEY MAY BE INVOLVED
Electrician/Street Department	If your Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on use of public Right of Ways or property
Department of Transportation (DOT), City, or County Agencies	If installation in your area requires permitting

THINGS TO CONSIDER

PICKING LOCATIONS

Falcon Cameras

- **Use Cases**
 - Flock LPRs are designed to capture images of rear license plates, aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections
 - **Placement**
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection, to prevent stop and go motion activation, or “stop and go” traffic.
 - **Mounting**
 - They can be mounted on existing utility, light, or traffic signal poles, or 12 foot Flock poles.
 - **NOTE**** Permitting (or permission from pole owner) may be required in order to use existing infrastructure or install in specific areas, depending on local regulations & policies.
 - They should be mounted one per pole*. If using AC power, they can be mounted 2 per pole.
 - *Cameras need sufficient power. Since a solar panel is required per camera, it can prevent sufficient solar power if 2 cameras and 2 solar panels were on a single pole (by blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
 - They can be powered with solar panels or direct wire-in AC Power (no outlets). ****NOTE**** Flock does not provide Electrical services. The agency or community must work with an electrician to wire the cameras once installed. Electrician services should be completed within 2 days of installation to prevent the camera from dying.
 - They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images
 - Any Flock equipment mounted over 14 feet or on a horizontal beam will require a bucket truck.
 - If mounting in this way:
 - Flock will request use of a bucket truck through the customer or Public Works
 - If a bucket truck is not available through the customer, Flock will have to procure one.
- **Note**** This will lead to delays on install & any subsequent maintenance visits based on bucket truck availability
- Flock will likely require traffic control assistance provided by customer to install or provide maintenance with a bucket truck

Solar Panels

- Solar panels need unobstructed southern-facing views



CUSTOMER

AC-POWERED CAMS

In the event your Flock cameras need to be AC-powered, the customer is responsible for acquiring an electrician and ensuring they connect the camera to power. *See steps 2 and 6 below.*

Don't Let Access to Solar Limit Your Power Needs

The Flock Safety license plate reading camera system can leverage AC power to help your community solve crime no matter the location.

Easy to Use Install Power Kit

Work with Local Electricians

Efficient Quote & Installation Process

How to Get Started with a Powered Install

- 1. Create a Deployment Plan**
Work with Flock to select the best location(s) for your cameras and power sources.
- 2. Acquire an Electrical Quote**
Contact an electrician to receive a quote to run 120volt AC power to the camera.
- 3. Sign Flock Safety Agreement**
Sign the Flock Safety purchase order to begin the installation of the cameras.
- 4. Conduct Site Survey**
Flock will mark camera locations, locate underground utilities and mark if present.
- 5. Install Camera**
Flock will install the camera and AC power kit at the specified camera location.
- 6. Connect Camera to Power**
Notify the electrician that the camera is ready for the power connection installation.

flock safety | www.flocksafety.com | 866-901-1781

Visit flocksafety.com/power-install for the full plan, FAQs & to get started!

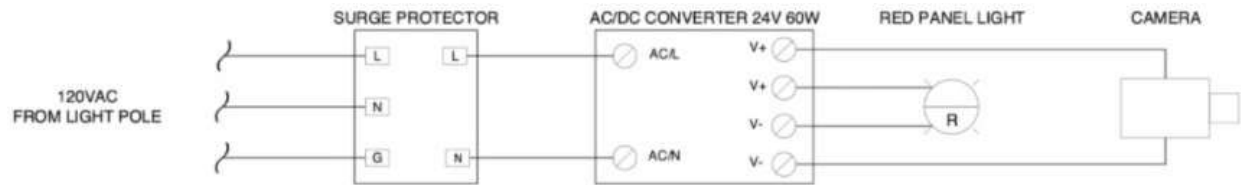
ELECTRICIAN

Electrician Installation Steps

1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit
2. Open the box using hinges
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on site, call Flock who will remotely verify that power is working correctly:
Southeast Region - (678) 562-8766
West-Region - (804) 607-9213
Central & NE Region - (470) 868-4027



ELECTRICIAN



FAQS ABOUT AC-POWERED FLOCK CAMERAS

What voltage is supported?

The AC kit is designed to work with 120VAC infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. Average power draw is roughly 30W in high traffic conditions, but may be lower when less vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to the camera and power equipment installed by Flock. However, any problems with the electrical supply are the responsibility of the customer. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

In the event the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verify the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.



How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is not possible. The primary driver of cost is the distance from AC power source to the intended camera location.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of existing power infrastructure before creating the deployment plan.

Can you plug into my existing power outlet?

The Flock AC power adapter does not use a standard outlet plug, but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged presenting a tampering risk to this critical safety infrastructure. If an outlet is close to the camera, the electrician can route power directly to the camera with a direct wire-in connection.

How long does this process typically take?

The installation process typically takes 6-8 weeks. In order to accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should be able to perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

INSTALLATION SERVICE BRIEF

Below outlines the statement of work for your Flock Camera Installation:

WHAT IS COVERED BY FLOCK	WHAT IS <i>NOT</i> COVERED BY FLOCK	SPECIAL NOTE
Flock Cameras & Online Platform	Traffic Control and any associated costs	
Mounting Poles	Electrician & ongoing electrical cost	
AC Power Kit (as needed)	Engineering Drawings	
Solar Panels (as needed)	Relocation Fees	<i>exc. changes during initial installation</i>
Site Surveys and Call 811 Scheduling	Contractor licensing fees	
Installation Labor Costs	Permit application processing fees	
Customer Support / Training	Specialist mounting equipment	<i>Including, but not limited to, *MASH poles or adapters</i>
Cellular Data Coverage	Bucket trucks	
Maintenance Fees (review Fees Sheet for more details)	Loss, theft, damage to Flock equipment	
Data storage for 30 days	Camera downtime due to power outage	<i>Only applicable for AC-powered cameras</i>

*MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

PERMITTING: PRE-INSTALL QUESTIONNAIRE

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**. Law enforcement agencies and city governments can work with their local Public Works or Department of Transportation offices directly to help expedite the process. When Flock Safety customers manage the permitting processes, results tend to come more quickly.
- Is your agency able to own the permitting process with Flock Safety's assistance?

2. Right of Way

- Will any of the Flock Safety cameras be installed on city, state or power company owned poles or in city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power company, public works, etc)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.

Note: If height is greater than 15 feet tall, a bucket truck is **required**.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered installation kit?
- If solar powered, consider the size of the solar panel and potential to impact visibility of DOT



flock safety

signs/signals:

- Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
- Double Panel: 21.25" x 28" x 2" (LxWxD)



4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates a full lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?**
 - Note: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.
- **If full traffic control required (cones, arrowboards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e. California), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete prior to proceeding (ex. business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety will need to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works



flock safety

- Traffic Department



FEE SCHEDULING

*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

*Below fee schedule is subject to change;

REINSTALL OR JOB TYPE	REINSTALL FEE
Camera or pole relocation	\$150
Camera replacement as result of vandalism, theft, or third party damage	\$500
Pole replacement as a result of vandalism, theft, or third party damage	\$150
Pole upgrade	\$300
Angle Adjustment - Customer request	\$125
Installation of additional Flock Safety sign (including cost of sign)	\$100
Convert camera to use of electrical outlet (excluding cost of electrical work)	\$150
Other site visit/technician visit that does not result in a reinstall being required	\$150

HELP CENTER

Our Help Center is filled with tons of resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

How do I search camera footage?How do I add a user?

How do I add a vehicle to my own Hot List?

How do I enable browser notifications for Hot List alerts?How do I get text alerts for Hot List?

How do I request camera access from other nearby agencies?

How do I use the National Lookup to search for a plate?

(National Lookup - network of law enforcement agencies that have opted to allow their Flock cameras to be used for searches)

How do I reset my / another user's password?

CUSTOMER SUPPORT

You can reach our customer support team anytime by emailing support@flocksafety.com.

They can help answer any “How-To” questions you may have.



AGENDA TRANSMITTAL

MEETING DATE: December 7, 2021

CITY AGENDA ITEM: Successor Agency Adoption of Resolution No. SA 2021-___: Authorizing the Executive Director to Execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (with Addendum) with Ashria LLC for the Transfer of Approximately 1.56 Acres Located on Lotz Way (Solano County Assessor's Parcel Numbers 0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600, & 680).

FISCAL IMPACT: The properties would sell for \$290,000, as determined by a third-party appraisal. The proceeds will be distributed to the affected taxing entities pursuant to redevelopment agency dissolution law, (less applicable disposition fee). The City's general fund will not be immediately impacted from the sale.

STRATEGIC PLAN: Provide Good Governance and Develop Sustainable Economy.

BACKGROUND: The Successor Agency (SA) owns 1.56 acres as part of the Main Street West (MSW) Disposition and Development Agreement (DDA). The property is designated as Residential Medium-Density within the Waterfront District Specific Plan. As part of the Settlement Agreement entered into by MSW and the Successor Agency and approved by the Solano County Oversight Board and the California Department of Finance, the remaining properties contained in the DDA are to be sold prior to October 2022.

Staff prepared and published a Request for Proposals (RFP) and received a single response for this property from Ashria LLC. The response was discussed by the Ad Hoc Committee consisting of Mayor Wilson and Mayor Pro-Tem Hernandez and it was their recommendation to move forward with a Purchase and Sale Agreement (PSA).

Pursuant to the 2020 Settlement Agreement, the parties agreed to cooperate with respect to the sale of the remaining parcels including the Property to a Qualified Successor Developer and upon the closing of the sale, a prorata portion of the \$200,000 Disposition Fee shall be paid to MSW, the Qualified Successor Developer will be responsible for the Economic Impact Fee and the Lighthouse Development Fee, and the DDA shall terminate with respect to the Property. The prorata disposition fee is \$52,300 and will be paid out of the sale proceeds.

STAFF REPORT: Staff has negotiated an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions with Ashria LLC for Parcel 10. The terms of the agreement are outlined below:

Property Description:	1.56 Acres (Solano County Assessor's Parcel Numbers 0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600, & 680).
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PREPARED BY:

John Kearns, Senior Planner

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

Purchase Price:	\$290,000 as determined by an appraisal prepared by Garland & Associates.
Lighthouse Dev. Fee:	\$1.0029 per square foot (Approximately \$68,051).
Deposit:	\$5,000.
Due Diligence Period:	60 days (upon opening of escrow).
Close of Escrow:	90 days after execution of the PSA.
Property Condition:	As Is.

Any future project on this property will be required to follow a typical entitlement process which may include Planning Commission and City Council consideration.

RECOMMENDATION: It is recommended that the Successor Agency Adopt Resolution No. SA 2021- __: Authorizing the Executive Director to Execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (with Addendum) with Ashria LLC for the Transfer of Approximately 1.56 Acres Located on Lotz Way (Solano County Assessor's Parcel Numbers 0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600, & 680).

ATTACHMENTS:

1. Property Depiction.
2. Resolution No. SA 2021-__: Authorizing the Executive Director to Execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (with Addendum) with Ashria LLC for the Transfer of Approximately 1.56 Acres Located on Lotz Way (Solano County Assessor's Parcel Numbers 0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600, & 680).
3. Resolution SA 2020-02.

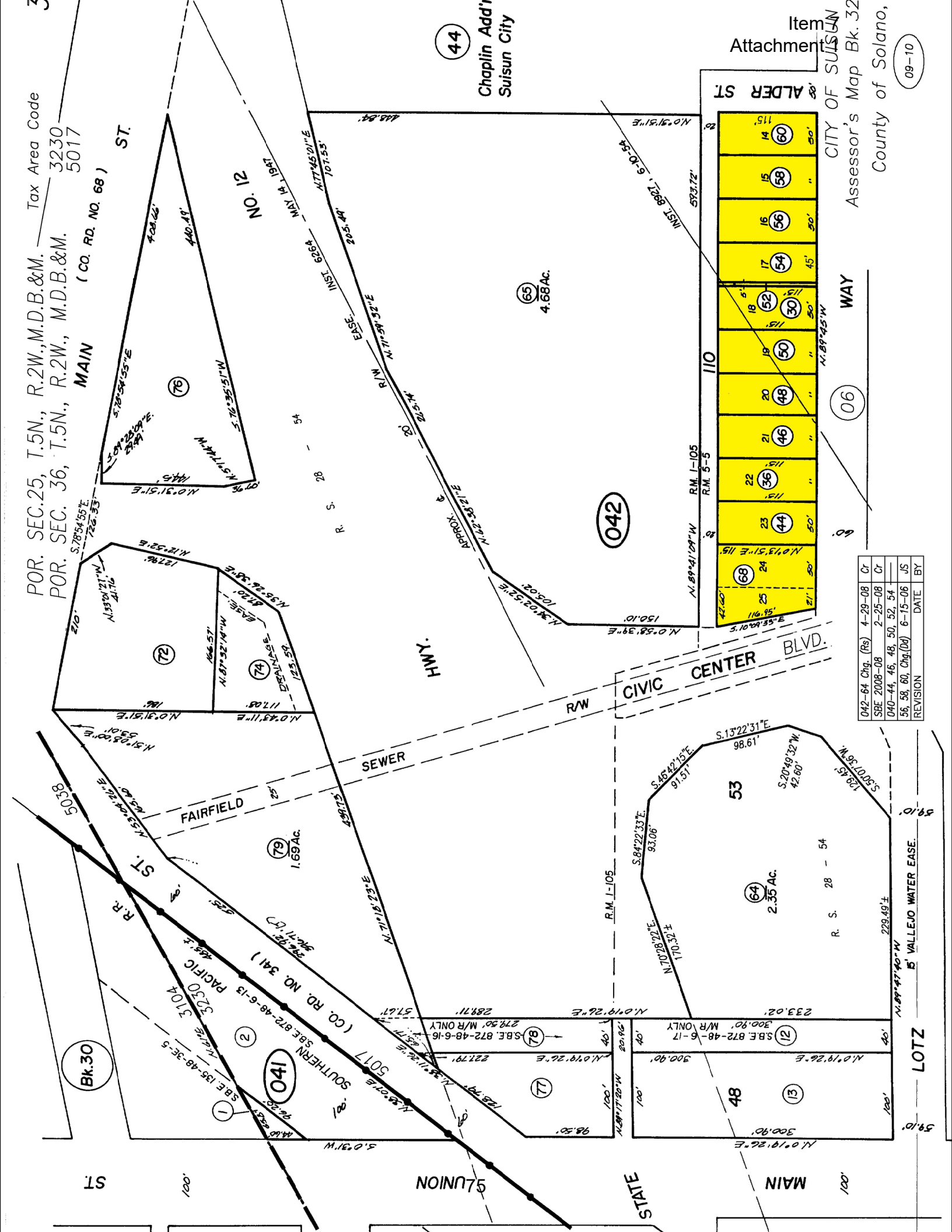
POR. SEC. 25, T. 5N., R. 2W., M.D.B. & M. Tax Area Code
 POR. SEC. 36, T. 5N., R. 2W., M.D.B. & M. 3230
 5017
 MAIN (CO. RD. NO. 68)
 S. 78° 54' 55" E
 722.33'

**Chaplin Add'n
Suisun City**

Item
Attachment

County of Solano,

09-10



042-64 Chg. (Rs)	4-29-08	Cr
SBE 2008-08	2-25-08	Cr
040-44, 46, 48, 50, 52, 54		—
56, 58, 60, Chg.(Dd)	6-15-06	JS
REVISION	DATE	BY

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RESOLUTION NO. SA 2021-

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (WITH ADDENDUM) WITH ASHRIA LLC FOR THE SALE OF APPROXIMATELY 1.56 ACRES LOCATED ON LOTZ WAY (SOLANO COUNTY ASSESSOR'S PARCEL NUMBERS 0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600, & 680)

WHEREAS, the Successor Agency ("**Agency**") is the owner of that certain unimproved real property located on the north side of Lotz Way at Civic Center Boulevard in the City of Suisun City, County of Solano, State of California (Assessor Parcel Nos. 0032-042-300, 360, 440, 460, 480, 500, 520, 540, 560, 580, 600, & 680) ("**Property**"); and

WHEREAS, the Property (together with a number of other parcels of real property) is subject to that certain Disposition and Development Agreement dated as of April 17, 2006 by and between Main Street West Partners, LLC, ("**MSW**") and the Redevelopment Agency of the City of Suisun City as subsequently amended by (i) that certain First Amendment to the DDA dated July 25, 2006; (ii) that certain Second Amendment to the DDA dated September 18, 2007; (iii) that certain Third Amendment to the DDA dated February 19, 2009; (iv) that certain Fourth Amendment to the DDA dated April 29, 2016; and Resolution SA 2020-02 (cumulatively the "**Amendments**"). The Original DDA as modified by the Amendments is hereinafter referred to as the "**DDA**". Under the DDA, the Property was commonly referred to as Lot 10; and

WHEREAS, the Fourth Amendment to the DDA dated April 29, 2016 ("**Fourth Amendment**") was approved by the Successor Agency Board pursuant to resolution and subsequently approved by the Oversight Board ("**OB**") pursuant to Resolutions 2015-01 & 2015-02. However, the California Department of Finance ("**DOF**") disapproved the Fourth Amendment and the OB's resolutions approving the Fourth Amendment. MSW filed a lawsuit for Declaratory Relief, Impairment of Contract and a Petition for Writ of Mandate against the DOF in Superior Court of Sacramento County Case No. 34-2014-00164737 ("**Lawsuit**"). The Lawsuit was settled pursuant to that certain Settlement Agreement which the DOF approved and executed on February 1, 2016 ("**DOF Settlement Agreement**"). However, the DOF Settlement Agreement required the approval of the Oversight Board which did approve it pursuant to Resolutions 2016-02 and 2016-03. The DOF acknowledged compliance with the required conditions to the Settlement Agreement by its letter dated March 2, 2016. Accordingly, pursuant to Health & Safety Code Section 34170 et seq., the Fourth Amendment is in full force and effect and a binding obligation of the Successor Agency; and

WHEREAS, MSW and Agency each alleged that the other had breached the DDA. Subsequently MSW and the Agency entered into that certain Settlement Agreement and General Release of all Claims which was approved by the Successor Agency Board on November 17, 2020 and executed by the Agency on December 1, 2020 ("**2020 Settlement Agreement**"). Pursuant to the 2020 Settlement Agreement, the parties agreed to cooperate with respect to the sale of the remaining parcels including the Property to a Qualified Successor Developer and upon the closing of the sale, a prorata portion of the \$200,000 Disposition Fee shall be paid to MSW, the Qualified Successor Developer will be responsible

1 for the Economic Impact Fee and the Lighthouse Development Fee, and all the DDA shall
2 terminate with respect to the Property; and

3 **WHEREAS**, MSW has requested that it be entitled to assign its rights with respect to
4 the Property to Ashria LLC (“**Ashria**”) as a Qualified Successor Developer and the Agency
5 desires to permit such assignment to Ashria with respect to the Property consistent with the
6 terms of the DDA and the 2020 Settlement Agreement; and

7 **WHEREAS**, pursuant to an appraisal prepared by Ron Garland & Associates, the fair
8 market value for the property was determined to be \$290,000 (“**FMV**”); and

9 **WHEREAS**, the Agency and Ashria have negotiated terms of that certain Vacant
10 Land Purchase Agreement and Joint Escrow Instructions with the Addendum (“**PSA**”) for the
11 sale of the Property for FMV of \$290,000. Pursuant to the PSA, Ashria will open escrow with
12 a \$5,000 deposit with Placer Title Company as escrow holder, a due diligence/feasability
13 period of 60 days and a closing date of 90 days after the execution of the PSA (“**Property
Sale Price**”); and

14 **WHEREAS**, the Agency desires to sell the Property to Ashria for a proposed
15 residential development consistent with the City’s General Plan and Downtown Waterfront
16 Specific Plan, consistent with the terms of the DDA, subject to all necessary future analysis,
17 approvals and mitigation measures as required by the California Environmental Quality Act
18 (“**CEQA**”), and as provided pursuant to the terms and conditions of the PSA; and

19 **WHEREAS**, the net proceeds from the sale of the Property will be distributed to the
20 affected taxing entities pursuant to redevelopment agency dissolution laws; and

21 **WHEREAS**, CEQA requires the review of projects that have the potential to
22 adversely impact the environment. Before proceeding with the action before the City Council,
23 Ashria requires the execution of the PSA before it can invest time, money and effort in the
24 preparation of detailed development plans. At the time adequate detail is known about
25 development of the Property, the appropriate review as required under CEQA will be
26 undertaken.

27 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL ACTING
28 AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY
OF SUISUN CITY, AS FOLLOWS:**

Section 1. The above recitals are true and correct.

Section 2. The PSA with Ashria in substantially the form attached hereto is hereby
approved as well as the Assignment and Release Agreement among Ashria, MSW and the
Agency attached hereto. The Executive Director (or designee) is hereby authorized on behalf
of the Successor Agency to execute the PSA, and to make revisions to the PSA (including
approvals and extensions) 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 PSA and to administer the Agency’s
obligations, responsibilities and duties to be performed under the PSA.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday, December 7, 2021, 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 December, 2021.

Anita Skinner, Secretary

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RESOLUTION NO. SA 2020-02

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 EXECUTE A SETTLEMENT AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND DEVELOPER MAIN STREET WEST PARTNERS LLC, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN 18-MONTH EXTENSION TO THE DISPOSITION AND DEVELOPMENT AGREEMENT (DDA) BETWEEN THE DEVELOPER AND SUCCESSOR AGENCY, AND DIRECTING THE EXECUTIVE DIRECTOR TO FORWARD THE EXECUTED SETTLEMENT AGREEMENT AND DDA EXTENSION TO THE SOLANO CONSOLIDATED OVERSIGHT BOARD FOR APPROVAL, AND DIRECTING MAYOR WILSON, IN HER CAPACITY AS MEMBER OF THE SOLANO CONSOLIDATED OVERSIGHT BOARD, TO VOTE TO APPROVE THE SETTLEMENT AGREEMENT

WHEREAS, On April 17, 2006, the Redevelopment Agency of the City of Suisun City (“RDA”) and Main Street West Partners LLC (“Developer“) entered into a Disposition and Development Agreement (“DDA”) regarding the following RDA-owned properties:

PROPERTY IDENTIFICATION		SITE SIZE	
Developer PROPERTY ID	APN	ACRES	SF
Parcels 1 & 2	32-141-15	0.59	25,700
Parcel 3	32-142-30	0.17	7,459
Parcel 5 (701 Main)	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, 46, 48, 50, 52, 54, 56, 58, 60, 68	1.56	67,854
Parcel 11	32.061-39	0.16	7,150
Parcel 12	32-061-26 through 36	1.65	71,870

Parcel 13	32-091-17 through 20	3.49	151,862
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WHEREAS, the parcels were to be built out with single family homes, a residential development, mixed use structures (commercial, office, residential), and commercial structures. RDA required as a part of the DDA that commercial properties were to be improved first with residential properties to follow. In addition, RDA committed to providing certain public improvements, and Developer committed to payment of a Lighthouse Development Fee per parcel, and a Developer Reinvestment fee from each residential unit into the enhancement of certain commercial portions of the project.

WHEREAS, on July 18, 2006, the DDA was amended ("First Amendment") to add the former Crystal Middle School site, APN 32-152-18 (Parcel 14). Parcel 14 is 7.44 acres in size (324,086 square feet).

WHEREAS, on September 18, 2007, the DDA was amended ("Second Amendment") to update Developer's schedule of performance.

WHEREAS, on February 19, 2009, in response to changed conditions due to the Great Recession, the DDA was amended again ("Third Amendment"). The Third Amendment provided that the RDA would acquire parcels 3, 5, 7, 8, and 9, as well as 711 and 713 Main Street (Parcel 15, APN 32-130-03 & 04; 3,049 sq. ft.) from Developer for \$717,257. Developer's cost to acquire. Developer was to buy the properties back at a later date, in accordance with the updated performance schedule. To assist Developer in leasing space during the Great Recession, the RDA further agreed to loan Developer \$500,000, secured by a personal note, at a 6% interest rate ("RDA Loan"). Those funds were for rent abatement, tenant improvements and other benefits for tenants to encourage rental of commercial space. The Third Amendment also included a repayment schedule. The Third Amendment also included a repayment schedule.

WHEREAS, on April 29, 2016, the DDA was amended ("Fourth Amendment") following settlement approved by the Department of Finance in the case of *Main Street West Partners, LLC v. Successor Agency of the Redevelopment Agency of the City of Suisun City, et*

1 al., Sacramento Superior Court, Case No. 34-2014-00164737as follows: the Successor
2 Agency to the Redevelopment Agency of the City of Suisun City ("Successor Agency")
3 entered into the Fourth Amendment as successor-in-interest to the RDA; an updated schedule
4 of performance; the Developer Reinvestment fee per residential unit was renegotiated; a
5 contingent Downtown Economic Development Impact Fee was added in the event that utility
6 connection credits of an equal amount were available to the Developer; successor developer
7 provisions were added; the RDA Loan limit was lowered; and the RDA Loan repayment
8 provisions were revised. The RDA's commitment to construct certain public improvements
9 was removed and Developer agreed to undertake such improvements.

10 WHEREAS, Parcels 1, 2, 6, and 12 have been developed and/or assigned to a
11 successor developer. All other parcels remain subject to the provisions of the DDA.

12 WHEREAS, Successor Agency and Developer each allege that the other has
13 materially breached the DDA (the "Dispute"). Developer has threatened litigation against the
14 Successor Agency to recoup its costs and lost profits, however, are agreeable to assign the
15 DDA in conjunction with a settlement. The Parties have been engaged in good faith
16 settlement negotiations. The Successor Agency's priority is to have the remaining parcels sold
17 or assigned to successor developers so that development can go forward. Assignment of the
18 remaining parcels to one or more successor developers so that they can be developed will
19 support the economic development of the City. Developer's priority is to partially recoup a
20 small part of its losses and to end their obligations under the DDA.

21
22 WHEREAS, Developer and Successor Agency have been engaged in good faith
23 settlement negotiations, and now wish to resolve the Dispute and settle all potential litigation
24 arising therefrom in accordance with the terms and conditions articulated in the Settlement
25 Agreement and General Release of All Claims ("Settlement Agreement") attached hereto.
26 Assignment of the remaining parcels to successor developer so that they can be developed
27 will support the economic development of the City.

28

1 WHEREAS, on April 13, 2020, Successor Agency sent a letter to Developer, invoking
2 Force Majeure in accordance with Section 3.02(A) of part Two of the DDA. Developer and
3 Successor Agency now wish to extend the DDA at the current terms and conditions in order
4 to have sufficient time to implement the provisions of the Settlement Agreement.

5 WHEREAS, the Successor Agency Board wishes for Mayor Wilson, the City of
6 Suisun City's representative on the Solano Consolidated Oversight Board, to vote to approve
7 the Settlement Agreement when it comes before the Oversight Board for consideration.

8
9 **NOW, THEREFORE, THE CITY COUNCIL ACTING AS SUCCESSOR**
10 **AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY**
11 **DOES RESOLVE AS FOLLOWS:**

12 Section 1. The above recitals are true and correct, and are incorporated herein by
13 reference.

14 Section 2. The Settlement Agreement in substantially the form attached hereto as
15 Attachment "A" is hereby approved. The Executive Director of the Successor Agency is
16 hereby authorized on behalf of the Successor Agency to execute the Settlement Agreement,
17 subject to necessary approvals from the Solano Consolidated Oversight Board, and to make
18 revisions to the Settlement Agreement that do not materially or substantially increase the
19 Agency's obligations thereunder, to sign all documents, to make all approvals and take all
20 actions necessary or appropriate to carry out and implement the Settlement Agreement.

21 Section 3. In accordance with Section 3.02(A) of part Two of the DDA (Force
22 Majeure), and subject to the approval of the Solano Consolidated Oversight Board, the
23 Executive Director of the Successor Agency is hereby authorized on behalf of the Successor
24 Agency to execute an extension to the DDA, subject to all current terms and conditions, for a
25 period of 18 months past the expiration date of April 29, 2021, through October 29, 2022. As
26 approved by Successor Agency Board Resolution 2020-01, Successor Agency sent a letter to
27 Developer on April 13, 2020 letter to Developer invoking the Force Majeure clause.
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ATTACHMENT "A"
SETTLEMENT AGREEMENT & GENERAL RELEASE OF ALL CLAIMS

SETTLEMENT AGREEMENT & GENERAL RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND RELEASE (“Agreement”) is entered into by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY (“Successor Agency”), and MAIN STREET WEST PARTNERS, LLC, a limited liability company organized under the laws of the State of California (“Developer”). Successor Agency and Developer may be referred to, individually or collectively, as “Party” or “Parties.”

RECITALS

A. On April 17, 2006, the Redevelopment Agency of the City of Suisun City (“RDA”) and Developer entered into a Disposition and Development Agreement (“DDA”) regarding the following RDA-owned properties:

PROPERTY IDENTIFICATION		SITE SIZE	
PROPERTY ID	APN	ACRES	SF
Parcels 1 & 2	32-141-15	0.59	25,700
Parcel 3	32-142-30	0.17	7,459
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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, 46, 48, 50, 52, 54, 56, 58, 60, 68	1.56	67,854
Parcel 11	32.061-39	0.16	7,150
Parcel 12	32-061-26 through 36	1.65	71,870
Parcel 13	32-091-17 through 20	3.49	151,862

The parcels were to be built out with single family homes, a residential development, mixed use structures (commercial, office, residential), and commercial structures. RDA required as a part of the DDA that commercial properties were to be improved first with residential properties to follow. RDA acknowledged that the Developer would have significantly increased costs related to development of the commercial properties and would have to wait for residential development to

recoup costs and losses on the commercial properties. In addition, RDA committed to providing certain public improvements, and Developer committed to payment of a Lighthouse Development Fee of \$1.0029/sq. ft., and a reinvestment by Developer of \$35,000 from each residential unit into the enhancement of certain commercial portions of the project ("**Developer Reinvestment**").

B. On July 18, 2006, the DDA was amended ("**First Amendment**") to add the former Crystal Middle School site, APN 32-152-18 (Parcel 14). Parcel 14 is 7.44 acres in size (324,086 square feet).

C. On September 18, 2007, the DDA was amended again ("**Second Amendment**") primarily to update Developer's schedule of performance.

D. On February 19, 2009, in response to changed conditions due to the Great Recession, the DDA was amended again ("**Third Amendment**"). The Third Amendment provided that the RDA would reacquire parcels 3, 5, 7, 8, and 9, as well as 711 and 713 Main Street (Parcel 15, APN 32-130-03 & 04; 3,049 sq. ft.) from Developer for \$717,257, Developer's cost to acquire. Developer was to buy the properties back at a later date, in accordance with the updated schedule. To assist Developer in leasing space during the Great Recession, the RDA further agreed to loan Developer \$500,000, secured by a personal note, at a 6% interest rate ("**RDA Loan**"). Those funds were for rent abatement, tenant improvements and other benefits for tenants to encourage rental of commercial space. The Third Amendment also included a repayment schedule.

E. On April 29, 2016, the DDA was amended ("**Fourth Amendment**") as follows: the Successor Agency entered into the Fourth Amendment as successor-in-interest to the RDA; an updated schedule of performance; the reinvestment fee of \$35,000 per residential unit was decreased to \$5,500 per unit; a contingent Downtown Economic Development Impact Fee was added (\$4,800 per single family home for the creation of a Downtown Economic Development Fund) in the event that utility connection credits of an equal amount were available to the Developer; successor developer provisions were added; the RDA loan limit was lowered to \$440,927.40 (from \$500,000); and the RDA loan repayment provisions were revised. The RDA's commitment to construct certain public improvements was removed and Developer agreed to undertake such improvements.

F. Going forward, references to the DDA shall include the First through Fourth Amendments.

G. As of the date of this Agreement, Parcels 1, 2, 6, and 12 have been developed and/or assigned to a successor developer. All other parcels remain subject to the provisions of the DDA.

H. A dispute has arisen, and both Parties are alleging material breaches by the other Party.

I. Successor Agency and Developer each allege that the other has materially breached the DDA. Developer has threatened litigation against the Successor Agency to recoup its costs and lost profits, however, are agreeable to assign the DDA in conjunction with a settlement. The Parties have been engaged in good faith settlement negotiations. The Successor Agency's priority is to have the remaining parcels sold or assigned to successor developers so that development can go forward. Assignment of the remaining parcels to one or more successor developers so that they can be developed will support the economic development of the City. Developer's priority is to partially

recoup a small part of its losses and to end their obligations under the DDA. The Parties therefore now wish to resolve the dispute and settle all potential litigation arising therefrom.

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and based upon the foregoing recitals and the terms, conditions, covenants, and agreements contained herein, all Parties hereto agree as follows:

AGREEMENT

1. Validity and Effective Date.

(a) Except for Section 8, below, this Agreement shall take effect only upon approval by the Solano Consolidated Oversight Board ("**Oversight Board**").

(b) In accordance with Section 34179(h) of the Health & Safety Code, the "**Effective Date**" shall be (5) five business days after submission to the Department of Finance ("**DOF**") by the Oversight Board of the approved Agreement, provided the DOF does not request a review of the Agreement within that period of time. The Effective Date shall be filled out once it is determined based on Oversight Board/DOF action, and shall be inserted herein below.

(c) In the event the DOF indicates it is reviewing the Agreement or returns the Agreement to the Oversight Board for further action, this Agreement shall be null and void and the Parties may, in good faith, renegotiate the terms of settlement pursuant to DOF/Oversight Board direction.

2. Dispute. Successor Agency and Developer each allege that the other has materially breached the DDA (the "Dispute**") as follows:**

(a) Successor Agency alleges that Developer has breached its contract obligations by failing to diligently pursue development of the remaining parcels, in accordance with the DDA's schedule of performance. The Successor Agency has considered filing suit for specific performance, or to compel Developer to sell the remaining parcels to successor developers. Assignment of the remaining parcels to one or more successor developers so that they can be developed will support the economic development of the City.

(b) Developer alleges that the Successor Agency breached its contract obligations by obstructing Developer and by unilaterally refusing to allow Parcel 13 to proceed as a residential development in violation of the DDA, thereby causing Developer to lose millions of dollars in anticipated revenues. Developer alleges the actions and inactions of the Successor Agency have created an intolerable situation and Developer is unable to finance their obligations under the DDA. Developer has asserted they are prepared to file suit against the Successor Agency to recoup their costs to date and significant lost profits.

3. Applicable Parcels.

(a) The Parties acknowledge that the following parcels are currently subject to the provisions of the DDA. The properties may be referred to individually as "**Parcel**" and collectively as "**Properties**." Parcels 1, 2, 6, and 12 have been developed and/or assigned and are,

therefore, not subject to the DDA or to this Agreement. The provisions of this Agreement shall apply to all the Properties.

(b) Notwithstanding anything to the contrary in this Agreement, assignment and sale of Parcel 14 to a **“Qualified Successor Developer,”** as defined in Part One, Section 6.04 of the DDA, shall proceed except as set forth herein. In the event that the currently identified Qualified Successor Developer does not complete the purchase transaction, Developer is entitled to all rights available under the DDA regarding Parcel 14, including but not limited to the right of sale/assignment of Parcel 14 to another Qualified Successor Developer, or directly acquiring Parcel 14. Pursuant to the DDA and further documentation between Successor Agency and Developer, Fair Market Value for Parcel 14 has been determined on the basis of that certain appraisal from Garland & Associates dated August 16, 2016.

4. **RDA Loan:** Subject to approval by the Oversight Board, the RDA Loan shall be deemed paid in full, including all principal and past interest owed. This RDA Loan shall not be assigned to any successor developer. The original note shall be returned to counsel for the developer marked “Paid in Full” or “Void” within 5 (five) days of the Effective Date.

5. **Developer Reinvestment.** The Developer Reinvestment fee shall be waived in its entirety, and shall not be assigned to any successor developer.

6. **Economic Impact Fee/Lighthouse Dev. Fee.** The Parties agree that pursuant to the Fourth Amendment to the Development Agreement (a) the Downtown Economic Impact Fee of \$4,800 per unit with respect to the Property and (b) the Lighthouse Development Fee of \$1.0029 per square foot of land area will be assigned to a Qualified Successor Developer.

7. **Disposition Fee:** Subject to approval by the Oversight Board, Successor Agency shall pay Developer a disposition fee in the amount of \$200,000 (two hundred thousand dollars) for the sale and assignment of Parcels 3, 4, 5, 7, 8, 9, 10, 11, 13, and 15. Compensation shall be made on a *pro rata* basis upon sale and assignment of each of the Properties, but in no event later than two (2) years following the Effective Date. If Successor Agency does not sell the Parcels within two years from the Effective Date, then Successor Agency shall advance the difference between amounts already received by Developer from the sale of the properties and \$200,000. Successor Agency shall be reimbursed for any advance made under this section from the sale and assignment of any Parcel that occurs after the two-year deadline, provided that Developer shall have no obligation to Successor Agency hereunder.

8. **Escrow Deposits; Plans and Studies.** Upon execution of the Agreement, and without the necessity of any approvals, Successor Agency shall, within 5 (five) days of the date the Agreement is fully executed, release back to Developer the \$30,000 per parcel escrow deposits made by Developer for the purchase of Parcel 10 and Parcel 13, currently on deposit with Placer Title Co. Upon execution of the Agreement, Developer shall provide copies of all architectural plans, drawings, CEQA studies, engineering drawings, and reports to the Successor Agency, for all Properties except Parcel 14. Alternatively, the parties may enter into a separate letter agreement through their attorneys to achieve this result in advance of execution of the Agreement.

9. DDA Extension. Subject to approval by the Oversight Board in accordance with Section 3.02(A) of part Two of the DDA (Force Majeure), Developer and Successor Agency shall execute an extension for the DDA for a period of 18 months past the expiration date of April 29, 2021, through October 29, 2022. Successor Agency invoked the Force Majeure clause by submitting a letter to Developer on April 13, 2020.

10. Parties' Obligations Under the DDA. All rights, duties, and obligations of the Parties to each other under the DDA shall terminate upon the Effective Date, with the exception of Parcel 14 only and all duties and obligations regarding Parcel 14 shall terminate upon transfer of Parcel 14 by Developer. Nothing herein shall impact the ability of the Successor Agency to assign the remaining Properties until the termination of the DDA pursuant to Section 9, above.

11. Indemnification.

(a) Developer Indemnity. Successor Agency agrees to indemnify, defend and hold harmless Developer, its managers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, attorney's fees and costs, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened that may be asserted or claimed by any person, firm or entity arising out any action (or inaction, such as failure to approve an amendment to the DDA reflecting the terms of this Agreement) by the State of California or other governing body that concerns the DDA. The indemnity obligation shall be binding on successors and assigns of Successor Agency and shall survive termination of this Agreement. Successor Agency shall have no indemnification obligations to the Indemnified Parties prior to the Effective Date.

(b) Successor Agency Indemnity under the DDA. Developer's indemnification of Successor Agency for each Property under the DDA shall terminate upon the Effective Date, with the exception of Parcel 14 only and all duties and obligations regarding Parcel 14 shall terminate upon transfer of Parcel 14 by Developer.

12. Release.

(a) General Release. For valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree to release and forever discharge the the other Party, including the City of Suisun City, and their elected or appointed public officials, officers, employees and agents, and their managers and owners or partners, including their respective attorneys, subsidiaries, divisions or affiliated corporations or organizations, agents, successors or assigns, predecessors, whether previously or hereafter affiliated in any manner, and all persons acting by, through, under or in concert with them, or any of them (collectively, "Releasees"), of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, costs or expenses, of any nature whatsoever, known or unknown, fixed or contingent, past, present and future (collectively, "Claims"), by reason of any act, omission, matter, cause, or thing whatsoever from the beginning of time to the date hereof including, without limiting the generality of the foregoing, any Claims constituting, arising out of, based upon, or relating to the

Dispute or the DDA. Notwithstanding the foregoing, the specific rights of the Parties under this Agreement and as set forth herein shall survive and be enforceable.

(b) Discovery of Different or Additional Facts. The Parties acknowledge that they may hereafter discover facts different from or in addition to those that they now know or believe to be true with respect to any Claims that are the subject of the Release set forth herein, and expressly agree to assume the risk of the possible discovery of additional or different facts, and the Parties agree that this Agreement shall be and remain effective in all respects regardless of such additional or different facts.

(c) Release of Unknown Claims. The Release set forth herein is a release of all claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims which either Party has or may have against the other Party, except for any claims which may arise from the terms of this Agreement.

(d) Waiver of Civil Code Section 1542. Further, the Parties expressly agrees to waive and relinquish all rights and benefits it may have against the the other Party herein based on Section 1542 of the Civil Code of the State of California. That section reads as follows:

§1542. [General release; extent]

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

(e) No Other Pending Actions. Developer represents that it has not filed any complaints or charges against the Successor Agency with any local, state or federal Successor Agency or court; and that if any such Successor Agency or court assumes jurisdiction of any complaint or charge against the Successor Agency on behalf of Developer, whenever filed, Developer will request such Successor Agency or court to withdraw and dismiss the matter forthwith.

(f) Non-Admission of Liability. The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by either Party.

(g) No Assignment of Claims. The Parties each warrant that they have made no assignment, and will make no assignment, of any claim, cause of action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses or claims referred to herein.

13. Further Assurance. The Parties covenant that they will do whatever is reasonably necessary help perfect the title on any Parcel should the need arise to effect this Agreement in a

timely fashion. This could involve executing additional legal documents or correcting mistakes found in previous documents.

14. Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

15. Authority. Each of the signatories below represent that he/she has the authority to execute this Agreement.

16. Knowing and Voluntary. This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all of the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment. The Parties further specifically represent that prior to signing this Agreement they have conferred with their counsel to the extent desired concerning the legal effect of this Agreement.

17. Assistance of Counsel. The Parties each specifically represent that they have consulted to their satisfaction with and received independent advice from their respective counsel prior to executing this Agreement concerning the terms and conditions of this Agreement.

18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one agreement.

19. Singular and Plural. Whenever required by the context, as used in this Agreement the singular shall include the plural, and the masculine gender shall include the feminine and the neuter, and the feminine gender shall include the masculine and the neuter.

20. Enforcement Costs. Should any legal action be required to enforce the terms of this Agreement, the prevailing party shall be entitled to all attorneys' fees and costs, all expert witness or consultant fees and costs, all Alternative Dispute Resolution fees and costs, in addition to any other relief to which that party may be entitled.

21. Injunctive Relief for Breach. The Parties acknowledge and agree that any material violation of this Agreement is likely to result in immediate and irreparable harm for which monetary damages are likely to be inadequate. Accordingly, the Parties consent to injunctive and other appropriate equitable relief upon the institution of proceedings therefor by any other party in order to protect the rights of the Parties under this Agreement. Such relief shall be in addition to any other relief to which the Parties may be entitled at law or in equity.

22. Severability. Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

23. Headings. Headings at the beginning of each numbered section of this Agreement are solely for the convenience of the Parties and are not a substantive part of this Agreement.

24. Ambiguity. The Parties acknowledge that this Agreement was jointly prepared by them, by and through their respective legal counsel, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the Parties, but otherwise shall be interpreted according to the application of the rules on interpretation of contracts.

25. Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

26. Governing Law. This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said State without giving effect to conflicts of laws principles.

27. Entire Agreement. This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement, that they have not executed this Agreement in reliance on any such representation, inducement, promise, agreement or warranty, and that no representation, inducement, promise, agreement or warranty not contained in this Agreement, including, but not limited to, any purported supplements, modifications, waivers, or terminations of this Agreement shall be valid or binding, unless executed in writing by all of the Parties to this Agreement.

28. Modifications. Any alteration, change, or modification of or to this Agreement shall be made by written instrument executed by each party hereto in order to become effective.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, consisting of a total of 9 pages, and agree to all of the above terms and conditions, as of the Effective Date set forth below.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF SUISUN CITY

By: 
Successor Agency Executive Director

Date: 12/1/2020

ATTEST:

By: 
Successor Agency Secretary

APPROVED AS TO FORM:

By: 
Successor Agency Counsel

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

By: 
Michael E. Rice, President

Date: 10/12/20

By: 
Frank J. Marinello, Vice President

Date: 11/12/2020

Effective Date: 3/3/2021

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AGENDA TRANSMITTAL

MEETING DATE: December 07, 2021

JOINT AGENDA ITEM: Technical and Administrative Updates to the Investment Policy:

- a. **Council** Adoption of Resolution No. 2021-___: Adopting a Revised City Investment Policy to Reflect Technical and Administrative Updates; and
- b. **Authority** Adoption of Resolution No. HA 2021-___: Adopting a Revised Authority Investment Policy to Reflect Technical and Administrative Updates.

FISCAL IMPACT: There is no fiscal impact at this time.

STRATEGIC PLAN IMPACT: Ensure Fiscal Solvency; Provide Good Governance.

BACKGROUND: The Investment Policy (“Policy”) should be reviewed from time to time to ensure compliance with the California Government Code sections that regulate the investment of public funds and to include the most up to date “best practices” that are recommended by the Government Finance Officers Association (“GFOA”) and the Association of Public Treasurers of the U.S. and Canada (“APT”). The Policy was last updated on November 20, 2012.

STAFF REPORT: The purpose of the Policy is to establish a prudent and systematic investment policy and to organize and formalize investment-related activities. The updates recommended herein will not change the purpose or fundamental objectives of the Policy. It will increase investment opportunities for the City.

Staff has completed its review of the City’s Investment Policy. Below is a summary of the edits we recommend be made in the Policy’s Allowable Investments section.

- To increase investment opportunities, the City may want to consider adding the following investment types as permitted investments: supranational obligations (allowed by Code 53601 (q)), municipal obligations (Code 53601 (c) (d) (e)), local government investment pools (Code 53601 (p)), negotiable certificates of deposit (Code 53601 (i)), medium-term notes (Code 53601 (m)), and asset-backed securities (Code 53601 (o)).
- California Government Code does not place minimum credit rating requirements or maximum allocations on municipal securities. However, to maintain the portfolio’s high level of safety and diversification, we are recommending the City include a minimum rating requirement of “A” and a maximum allocation of 30% for municipal securities.
- Changes recommended in the Policy’s commercial paper paragraph and federal agency paragraph will bring the Policy’s language in line with current Code language.

It is also recommended that the City add Policy sections currently excluded from the Policy but recommended by the California Municipal Treasurers Association (CMTA) and APT US&C. Additional sections recommended include: Review of Investment Portfolio, Investment Pools/Mutual Funds, Collateralization, Internal Controls, Performance Standards, and Glossary.

PREPARED BY:
REVIEWED BY:

Finally, in the attached blacklined version of the Policy has updated the “Director of Administrative Services” position to the “Director of Finance” position.

RECOMMENDATION: It is recommended that the:

1. **Council** adopt Resolution No. 2021-___: Adopting a Revised City Investment Policy to Reflect Technical and Administrative Updates; and
2. **Authority** adopt Resolution No. HA 2021-___: Adopting a Revised Authority Investment Policy to Reflect Technical and Administrative Updates.

ATTACHMENTS:

1. Resolution No. 2021-___: Adopting a Revised City Investment Policy to Reflect Technical and Administrative Updates; and
2. Resolution No. HA 2021-___: Adopting a Revised Authority Investment Policy to Reflect Technical and Administrative Updates.
3. Investment Policy with the blacklined version.

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING A REVISED CITY INVESTMENT POLICY TO REFLECT
TECHNICAL AND ADMINISTRATIVE UPDATES**

WHEREAS, the City's Financial Investment Policy was developed in accordance with California Government Code Section 53600 *et seq.*, which investment practices of local government agencies; and

WHEREAS, the City's Financial Investment Policy was developed in accordance with California Government Code Section 53600 *et seq.*, which investment practices of local government agencies; and

WHEREAS, since the City last reviewed its Financial Investment Policy in April 2010, and the policy should be updated to ensure technical and administrative compliance with State law and financial prudence; and

WHEREAS, the City's Financial Investment Policy should include the most up to date "best practices" that are recommended by the Government Finance Officers Association ("GFOA") and the Association of Public Treasurers of the U.S. and Canada ("APT"); and

NOW, THEREFORE, BE IT RESOLVED that the City of Suisun City Council hereby approves the attached Investment Policy, which is hereby incorporated by this reference, and it shall be effective immediately upon adoption of this Resolution.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on December 7, 2021, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 7^h day of December 2021.

Anita Skinner
City Clerk

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RESOLUTION NO. HA 2021-

**A RESOLUTION OF THE SUISUN CITY HOUSING AUTHORITY ADOPTING A
REVISED CITY INVESTMENT POLICY TO REFLECT TECHNICAL AND
ADMINISTRATIVE UPDATES**

WHEREAS, the Suisun City Housing Authority utilizes the City of Suisun City's (the "City") Financial Investment Policy to govern its investment practices; and

WHEREAS, the City's Financial Investment Policy was developed in accordance with California Government Code Section 53600 *et seq.*, which investment practices of local government agencies; and

WHEREAS, the City's Financial Investment Policy was developed in accordance with California Government Code Section 53600 *et seq.*, which investment practices of local government agencies; and

WHEREAS, since the City last reviewed its Financial Investment Policy in April 2010, and the policy should be updated to ensure technical and administrative compliance with State law and financial prudence; and

WHEREAS, the City's Financial Investment Policy should include the most up to date "best practices" that are recommended by the Government Finance Officers Association ("GFOA") and the Association of Public Treasurers of the U.S. and Canada ("APT"); and

NOW, THEREFORE, BE IT RESOLVED that the Suisun City Housing Commission hereby approves the attached Investment Policy, which is hereby incorporated by this reference, and it shall be effective immediately upon adoption of this Resolution.

PASSED AND ADOPTED by the Suisun City Housing Authority at a Regular Meeting thereof held on December 7, 2021, by the following vote:

AYES:	Commissioners:	_____
NOES:	Commissioners:	_____
ABSENT:	Commissioners:	_____
ABSTAIN:	Commissioners:	_____

WITNESS my hand and the seal of said City this 7^h day of December 2021.

Anita Skinner
City Clerk

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CITY OF SUISUN CITY

INVESTMENT POLICY

SECTION 1: INTRODUCTION

The City of Suisun City (“the City”) has a fiduciary responsibility to maximize the productive use of assets entrusted to its care and to invest and manage these public funds wisely and prudently. The purpose of this document is to establish a prudent and systematic investment policy and to organize and formalize investment-related activities. The City shall strive to maintain investment of idle funds and always be within the safety, liquidity and maximum guidelines.

SECTION 2: SCOPE

It is intended that this policy cover all funds and investment activities under direct authority of the City, including the City of Suisun City, the Successor Agency to the Redevelopment Agency of the City of Suisun City, the Suisun City Housing Authority, and the Suisun Solano Water Authority.

This Policy does not apply to any retiree pension or other post-employment benefit funds managed in an established trust or the proceeds of debt issues.

SECTION 3: PRUDENCE

The City adheres to the “prudent investor standard” which obligates a fiduciary to insure that: “When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

SECTION 4: OBJECTIVES:

The primary objectives, in order of priority, of the investment activities of the City shall be:

1. **Safety:** It is the primary duty and responsibility of the Director of ~~Administrative Services-Finance~~ to protect, preserve and maintain cash and investment placed in his/her trust on behalf of the citizens of the City.
2. **Liquidity:** An adequate percentage of the City’s portfolio should be maintained in liquid short-term securities which can be converted to cash if necessary to meet disbursement requirements. Since all cash requirements cannot be anticipated, investments in securities with active secondary or resale markets are highly recommended. Emphasis should be on marketable securities with low sensitivity to market risk.

3. **Yield:** The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the cash-flow characteristics of the portfolio, and the state and local laws, ordinances or resolutions that restrict investments.
4. **Diversification:** The investment portfolio will be diversified to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.
5. **Public Trust:** All participants in the investment process shall act as custodians of the public trust. Investment officials shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism that is worthy of the public trust. In a diversified portfolio it must be recognized that occasional measured losses are inevitable, and must be considered within the context of the overall portfolio's investment return, provided that adequate diversification has been implemented.

SECTION 5: DELEGATION OF AUTHORITY

Idle cash management and investment transactions are the responsibility of the Director of Administrative Services Finance acting under the direction of the City Manager. The Director of Administrative Services Finance is responsible for auditing the investments for accuracy and compliance with this Investment Policy. The Director of Administrative Services Finance may delegate investment decision making and execution authority to an investment advisor. The advisor shall follow the Investment Policy and such other written instructions as provided.

SECTION 6: ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions.

SECTION 7: AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS

The Director of Administrative Services Finance will maintain a list of security broker/dealers selected by credit worthiness that are authorized to provide investment services in the State of California. These may include "primary" dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule).

No deposit shall be made except in a qualified public depository as established by the California Government Code.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the Director of Administrative Services Finance with the following:

- Current audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification
- Proof of State of California registration
- Written notification that they have read, and will abide by, the City's Investment Policy

Broker/dealers and financial institutions wishing to do business with the City will annually submit their latest audited financials for review.

If the City has an investment advisor, the investment advisor may use its list of authorized broker/dealers to execute transactions on behalf of the City.

Purchase and sale of securities shall be made on the basis of competitive bids and offers with a minimum of three bids/quotes being obtained.

SECTION 8: CASH MANAGEMENT STRATEGY:

Improved cash forecasting and management is the preferred by the City. Cash management activities include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and a short-term borrowing program, when needed, that coordinates working capital requirements and investment opportunity.

SECTION 9: ALLOWABLE INVESTMENT INSTRUMENTS:

The City's allowable investments are governed by California Government Code Sections 53601, et seq. The City shall limit investments in any one non-government issuer, except investment pools, to no more than 5% regardless of security type. No investment shall be permitted in excess of five years. Allowable investments include the following:

1. **U.S. Treasuries.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. **Federal Agencies.** Federal agency or United States government-sponsored enterprise (GSE) ~~senior debt~~ obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. This shall include any mortgage pass through security issued and guaranteed by a Federal Agency with a maximum final maturity of five years. No more than 20% of the City's investment portfolio may be invested in Federal Agency-issued mortgage-backed securities; all other investments in Federal Agency securities are unrestricted.
3. **Supranational Bond/Note.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by a nationally recognized statistical rating organization (NRSRO) and shall not exceed 30% of the City's investment portfolio that may be invested pursuant to this section.
4. **Municipal Obligations.** Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

Bonds, notes, warrants, or other evidences of indebtedness of a local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency.

Registered treasury notes or bonds of any of the other 49 states in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 states, in addition to California.

Investments under this subdivision shall be rated in a rating category of “A” or its equivalent or better by an NRSRO and shall not exceed 30% of the City’s investment portfolio that may be invested pursuant to this section.

2.5. Commercial Paper. Commercial paper of “prime” quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph a or paragraph b:

- a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of “A” or its equivalent or higher by an NRSRO. ~~a nationally recognized statistical-rating organization.~~
- b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated “A-1” or higher, or the equivalent, by a nationally recognized statistical-rating organization.

Eligible commercial paper shall have a maximum maturity of 270 days or less. No more than 25% of the City’s investment portfolio may be invested in eligible commercial paper. ~~The City may purchase no more than 10% of the outstanding commercial paper of any single issuer.~~

3.6. Time Deposits. Non-negotiable deposits in a state or national bank, savings association or federal association, federal or state credit union in the State of California. Preference should be given to banks located within the City boundaries, subject to the same restrictions set forth in this Section. In accordance with California Government Code Section 53635.2, to be eligible to receive City deposits, a financial institution shall have received an overall rating of not less than "satisfactory" in its most recent evaluation by the appropriate federal financial supervisory agency of its record of meeting the credit needs of California's communities. CDs are required to be insured as to principal and interest by the FDIC. The City, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. The City shall have a signed agreement with any depository accepting City funds per Government Code Section 53649. No deposits shall be made

at any time in CDs issued by a state or federal credit union if a member of the City Council or the Director of ~~Administrative Services~~Finance serves on the board of directors or any committee appointed by the board of directors of the credit union. In accordance with Government Code Section 53638, any deposit shall not exceed that total shareholder's equity of any depository bank, nor shall the deposit exceed the total net worth of any institution. No more than 30% of the City's investment portfolio may be invested in non-negotiable CDs.

4.7. **Passbook savings account demand deposits** and money market accounts insured up to the FDIC limit, or collateralized at 110% of the City's investment.

5.8. **Money Market Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies shall either:

- (i) Attain the highest ranking letter or numerical rating provided by at least two NRSROs or
- (ii) Have retained an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds and with assets under management in excess of \$500,000,000.

No more than 20% of the City's investment portfolio may be invested in money market funds.

6.9. **State of California's Local Agency Investment Fund (LAIF)**

7.10. **Solano County Investment Pool**

11. Local Government Investment Pools. Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in California Government Code Section 53601 subdivisions (a) to (r), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria:

- (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission.
- (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in California Government Code Section 53601 subdivisions (a) to (q), inclusive.
- (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

12. **Negotiable certificates of deposit** issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank. Purchases of negotiable certificates of deposit shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section. For purposes of this section, negotiable certificates of deposit do not come within Article 2 (commencing with Section 53630), except that the amount so invested shall be subject to the limitations of Section 53638. The legislative body of a local agency and the treasurer or other official of the local agency having legal custody of the moneys are prohibited from investing local agency funds, or funds in the custody of the local agency, in negotiable certificates of deposit issued by a state or federal credit union if a member of the legislative body of the local agency, or a person with investment decision-making authority in the administrative office manager's office, budget office, auditor-controller's office, or treasurer's office of the local agency also serves on the board of directors, or any committee appointed by the board of directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit. Investments under this subdivision shall not exceed 30% of the City's investment portfolio that may be invested pursuant to this section.

8-13. **Medium-term notes**, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. Purchases of medium-term notes shall not include other instruments authorized by this section and shall not exceed 30% of the City's investment portfolio that may be invested pursuant to this section.

9-14. **Asset-Backed and Mortgage-Backed Securities**. A mortgage passthrough security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. Purchase of securities authorized by this subdivision shall not exceed 20% of the City's investment portfolio that may be invested pursuant to this section.

SECTION 10: REVIEW OF INVESTMENT PORTFOLIO

The securities held by the City must be in compliance with Section 9 Allowable Investment Instruments at the time of purchase. Because some securities may not comply subsequent to the date of purchase, the Director of **Administrative Services-Finance** should at least annually review the portfolio to identify those securities that do not comply. The Director of **Administrative Services-Finance** should establish procedures to report to the City Council, major and critical

incidences of noncompliance identified through the review of the portfolio. In the event of a credit downgrade beyond the minimum credit requirements, the investment advisor will notify the Director of ~~Administrative Services~~Finance of the event, along with a recommended course of action.

SECTION 11: INVESTMENT POOLS/MUTUAL FUNDS

A thorough investigation of the pool/fund is required prior to investing, and on a regular basis. Best efforts will be made to acquire the following information.

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc. utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

SECTION 12: COLLATERALIZATION

Collateralization will be required on time certificates of deposit. To anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value for Time Certificate of Deposits.

The City chooses to limit collateral to the following: US. Treasuries and Federal Agencies/GSEs. Collateral will always be held by an independent third party with whom the entity has a current custodial agreement. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the entity and retained. The right of collateral substitution is granted.

SECTION 1013: CUSTODY OF SECURITIES:

All securities owned by the City except time deposits and shares of investment pools, shall be kept in safekeeping by a third-party bank's trust department, acting as an agent for the City under the terms of a custody agreement executed by the bank and the City.

All securities will be received and delivered using standard delivery versus payment procedures.

SECTION 14: INTERNAL CONTROLS

The Director of ~~Administrative Services~~Finance is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, fraud or misuse.

Accordingly, the Director of ~~Administrative Services~~Finance shall establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

SECTION 15: PERFORMANCE STANDARDS

The investment portfolio shall be designed with the objective of obtaining a rate of return throughout budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow needs.

The City's investment strategy is active. Given this strategy, the basis used by the Director of ~~Administrative Services~~Finance to determine whether market yields are being achieved shall be to identify a comparable benchmark to the portfolio's investment duration. Benchmarks may change over time based on changes in market conditions or cash flow requirements.

SECTION ~~11~~16: REPORTING REQUIREMENTS:

The Director of ~~Administrative Services~~Finance shall submit a list of ~~monthly~~quarterly investment transactions to the City Council.

The Director of ~~Administrative Services~~Finance shall submit a quarterly investment report to the City Council. The report shall be submitted 30 days following the end of the quarter covered by the report and will include all elements prescribed by Government Code Section 53646. Insofar as all investment statements are not received in time to submit the Report to the Council at a regular meeting, the Report may be given to the Council prior to formal acceptance at a subsequent meeting of the Council.

The Investment Report shall include at least the following information.

- 1) Type of investment
- 2) Name of issuer
- 3) Date of maturity
- 4) Amount of deposit or cost of security
- 5) Current market value of security as of the date of the report, including source of valuation, except those under LAIF
- 6) Yield to maturity
- 7) Percent distribution of each category of investment
- 8) Statement confirming the portfolio's compliance with the City's Investment Policy, and that there are sufficient funds to meet the City's next six months' of financial obligations

SECTION ~~12~~17: POLICY REVIEW

The Investment Policy will be reviewed annually by the Director of ~~Administrative Services~~Finance. It will be included in the Annual Budget Document approved by the City Council. Any recommended revisions to the policy will be presented to the City Council for consideration at a properly noticed public meeting.

GLOSSARY

AGENCIES: Federal agency securities and/or Government Sponsored Enterprises (GSE) which include Federal Home Loan Bank (FHLB), Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation (FHLMC), Federal Farm Credit Bank (FFCB), and Federal Agricultural Mortgage Association (Farmer Mac).

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BID: The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See Offer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a Certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (ANNUAL REPORT): The official annual report of the City. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of

securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Noninterest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value (e.g., U.S. Treasury Bills.)

DIVERSIFICATION: Dividing investment funds among a variety of securities offering independent returns.

DURATION: A measure of the sensitivity of the price (the value of principal) of a fixed-income investment to a change in interest rates. Duration is expressed as a number of years. Rising interest rates mean falling bond prices, while declining interest rates mean rising bond prices.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per entity.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MEDIUM TERM NOTES: Corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OFFER: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security “buyer” in effect lends the “seller” money for the period of the agreement, and the terms of the agreement are structured to compensate him for this.

REVERSE REPURCHASE AGREEMENT (REVERSE REPO): A reverse-repurchase agreement (reverse repo) involves an investor borrowing cash from a financial institution in exchange for securities. The investor agrees to repurchase the securities at a specified date for the same cash value plus an agreed upon interest rate. Although the transaction is similar to a repo, the purpose of entering into a reverse repo is quite different. While a repo is a straightforward investment of public funds, the reverse repo is a borrowing.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECONDARY MARKET: A market made for the purchase and sale of outstanding issues following the initial distribution.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

STRUCTURED NOTES: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, FHLMC, etc.) and Corporations, which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

SUPRANATIONALS: A supranational organization is formed by a group of countries through an international treaty with specific objectives such as promoting economic development. Supranational organizations also issue debt in the United States. The most commonly recognized supranational debt is the International Bank for Reconstruction and Development (IBRD or World Bank), International Finance Corporation (IFC) and Inter-American Development Bank (IADB).

TREASURY BILLS: A noninterest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) INCOME YIELD is obtained by dividing the current dollar income by the current market price for the security. (b) NET YIELD or YIELD TO MATURITY is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond

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

TUESDAY, NOVEMBER 2, 2021

5:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

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

MEETING ID: 831 4468 9614

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM

(URL: <https://www.suisun.com/government/meeting-video/>)

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING

BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6pm) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

ROLL CALL

Mayor Wilson called the meeting to order at 5:33pm with the following Council Members present:

PRESENT: Hernandez, Hudson, Williams, Wilson

ABSENT: Day (joined the meeting at 5:37pm)

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.)

PUBLIC COMMENT NONE

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

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun 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 LEGAL COUNSEL – POTENTIAL LITIGATION**

Pursuant to Government Code Section 54956.9(d)(2), (e)(1), a point has been reached where, in the opinion of the City Council on the advice of its City Attorney, based on existing facts and circumstances, there is a significant exposure to litigation against the City.

Suisun City Council Acting as Successor Agency**2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR**

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

Property Under Negotiation: Assessor's Parcel Numbers: 0032-042-300,360,440 through 610, and 680

Negotiating Party: City Manager

Parties Negotiating: Ashria LLC

Under Negotiations: Terms and payment

Council entered into Closed Session at 5:37pm.

CONVENE OPEN SESSION

There were no announcements following the Closed Session.

ADJOURNMENT

There being no further business the meeting was adjourned at 6:34pm.

Anita Skinner, City Clerk

CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

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, NOVEMBER 2, 2021

6:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

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CALL IN PHONE NUMBER: (707) 438-1720

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(Next Ord. No. – 788)

(Next City Council Res. No. 2021 – 109)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 05)

(Next Housing Authority Res. No. HA2021 – 02)

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

ROLL CALL

Mayor Wilson called the meeting to order at 6:48pm with the following Council Members present:

PRESENT: Day, Hernandez, Hudson, Williams, Wilson

ABSENT: None

Pledge of Allegiance was led by Vice Mayor Hernandez.

Invocation was led by City Manager Greg Folsom.

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.)

REPORTS: (Informational items only)**1. City Manager/Executive Director/Staff**

- He and Finance Director met with Sales Tax Consultant. Year over year second quarter 2021 revenues are up significantly as economy recovers.
- Met with Congressman Garamendi's office to discuss the possibility of future dredging assistance and other type of assistance they could provide.
- Community Based Transportation Plan public meeting held virtually October 28 from 6-8pm. Good input and there will be additional upcoming meetings.
- Public Works employee was severely injured on the job. Surgery was successful and prognosis for full recovery is good.
- Good turnout at the ribbon cutting ceremony for the Marina Lounge. Thanked everyone for attending.
- Thanked Mayor Wilson for sponsoring the Halloween lunch. Prizes were given for the best and most creative costumes.
- City Halloween continued with COVID tradition by have a drive-by Halloween candy give away at several locations. He attended the City Hall location with Mayor Wilson, Vice Mayor Hernandez, Council Member Williams and we made the front page of the Daily Republic.
- 7/11 Grand Opening will be held on Thursday, 11/4 at Noon. Please RSVP to Donna Pock.
- Had a clerical oversight on this agenda and ARPA is not on the agenda as planned so there will be a special meeting on Monday, 11/8 at 6:30 pm or as soon thereafter following the 6pm SSWA meeting. This will be a ZOOM only meeting.
- STA Annual Awards meeting will be held on Wednesday, 11/10 at 6pm. The Suisun City Public Works Department has been nominated as Agency of the Year.
- Council meeting on 11/16 but will be away at a conference and unable to attend.
- Special Council meeting on 11/30 where we will be celebrating and acknowledging Native American Heritage of our City.

Council Member Hudson asked for a COVID update. Mr. Folsom stated there was no future update unless Council specifically asks for a report at a future meeting or new information

comes available.

Council Member Williams thanked Mr. Folsom for the update on the injured employee. Mr. Folsom stated that a Go Fund Me page had been set up for him.

Vice Mayor Hernandez commented that the increase in revenues was great news; thanked him for follow up on employee; also commented that the City Manager was very popular at the Halloween event.

Mayor Wilson commented that November 1 was the start of the Native American Month and on 11/16 will be doing a proclamation and on 11/30 at 5pm there will be a meeting and a special event to further recognition to the month, our history in Suisun City as well as the heritage of our City Manager.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

CONSENT CALENDAR

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

City Council

2. Council Consideration and possible action to adopt Resolution No. 2021-109: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through December 2, 2021– (Folsom: gfolson@suisun.com).
3. Council Adoption of Resolution No. 2021-110: Approving the Purchase of a 2021 CAT 259 D3 Compact Track Loader Mower – (Vue: nvue@suisun.com).
4. Council Adoption of Resolution No. 2021-111: Authorizing the Chief of Police to execute a contract to receive and administer funding through the State of California, Office of Traffic Safety – (Roth: aroth@suisun.com).

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

5. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on August 17, 2021, August 20, 2021, September 21, 2021, September 29, 2021, October 5, 2021 and October 19, 2021 - (Skinner: askinner@suisun.com).

Steve Olry asked for more clarification on Item #2.

George Guynn commented that it has to be a life-or-death emergency not to have public meetings and it should be the most important thing so the public knows what is going on.

Mayor Wilson explained that this resolution allows Council to continue to operate in a virtual or hybrid environment.

Motion by Vice Mayor Hernandez to approve the Consent Calendar and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

PUBLIC COMMENTS

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

Steve Olry commented that he was thankful that the vacant lot behind Post Office had been cleaned; excessive debris in creek along the back of Cottonwood Creek Apartments; glad to hear about the revenue increase; concerned over the number of litigation items that have come before the Council recently.

Tom Alder attempted to speak on items not under the purview of the Council.

Mayor Wilson called for a 5-minute recess.

Mayor reconvened meeting at 7:20pm

George Guynn commented on the planter box at Woodlark has not been fixed; on Halloween normally the Fire Chief does an event and would like Chief to come in and explain why not this year.

Nicole Newell, Program Manager for Sustainable Solano spoke on the Sustainable Backyard Program and its educational programs.

Nuvae Vue, Public Works Director stated the department is working with the Police Department to have damaged property at Woodlark fixed.

PUBLIC HEARING**City Council****6. PUBLIC HEARING (Continued from October 5, 2021)**

Council Introduction and Waive Reading of Ordinance No. ____: An Ordinance of the City Council of Suisun City Repealing and Replacing Chapter 2.28 (Volunteer Fire Department) of Title 2 (Administration and Personnel) of the Suisun City Municipal Code with Chapter 2.28 (Fire Department) – (Folsom: gfolson@suisun.com).

Mayor Wilson opened the Public Hearing.

George Guynn commented on updating the ordinance language and urged Council to do everything it can to continue to have volunteers.

Hearing no further comments the Public Hearing is continued.

Motion by Council Member Williams to continue item to a date uncertain and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

7. PUBLIC HEARING

Council Introduction and Waive Reading of Ordinance No. 788: An Ordinance of the City of Suisun City, California, Repealing and Replacing Existing Chapter 8.10 of Title 8 (“Health and Safety”) in the Suisun City Municipal Code, with a New Chapter 8.10 Entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs,” to Enact Regulations in Compliance with Senate Bill (SB) 1383 for Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption from the California Environmental Quality Act– (Vue nvue@suisun.com).

Nuvea Vue, Public Works Director presented staff report as provided in the packet.

Mayor Wilson opened the Public Hearing.

Steve Olry asked if this policy was affecting commercial only or includes residential and if that is the case are residents going to be required to have 4 cans?

George Guynn commented that part of the waste creates methane which is a fuel. Who gets money? Feels all the different elements need to be ironed out before it is implemented.

There being no further comments the Public Hearing was closed.

Mr. Vue explained both commercial and residential will be impacted and the organic waste is not being collected to create methane.

Motion by Council Member Williams to Introduce and Waive Reading and seconded by Vice Mayor Hernandez. Motion passed by the following vote:

AYES: Hernandez, Williams, Wilson

NOES: Day, Hudson

Housing Authority

8. PUBLIC HEARING

Housing Authority Board Adoption of Resolution No. HA 2021-03: A Resolution of the Housing Authority of the City of Suisun City for Approval of a Disposition and Development Agreement with Harbor Park LLC for Sale and Development of APN 0032-101-420 and 0032-102-160, in the City of Suisun City – (Kearns: jkearns@suisun.com).

John Kearns, Senior Planner presented the staff report as provided in the packet.

Mayor Wilson opened the Public Hearing.

Steve Olry asked if the City owns the land and if so, do we get any of that money?

Clerk Skinner read email received from Mike Zeiss explaining that 3 of his questions would be forwarded to the Community Development Department which will be discussed during the project’s application review. Mr. Zeiss’ other 2 questions were: a) Page 121 says the project probably will be assigned a Mitigated Negative Declaration under CEQA, whereas on page 124 says the project is exempt from environmental review. Which is it? b) Affordability restriction (page 120); given that the project includes deed-restricted affordable units, why is it necessary to also assign Section 8 vouchers to the project: Shouldn’t vouchers be used in housing that is NOT affordable?

There being no further comments the Public Hearing was closed.

Mr. Kearns explained that the purchase price goes back to the Housing Authority and the

DDA is exempt but the project itself would require CEQA.

Motion by Vice Mayor Hernandez to adopt Housing Authority Resolution HA 2021-03 and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

GENERAL BUSINESS

City Council

9. Discussion and Direction Regarding pursuing the Clean California Program Grant to beautify State Route 12 and committing local fund to design the beautification project – (Vue: nvue@suisun.com).

Mr. Vue presented staff report as provided in the packet.

PUBLIC COMMENT

Steve Olry commented that 1% of \$2mil isn't a lot and why only 1%? Do we have a chance to apply for ore; will it all go to improvements or mostly admin costs?

Donna LeBlanc asked how much to the actual improvement? Are we just doing a new fence or looking to improve the overall look of the area?

After a brief Council agreed to place shade trees that are native to the area; anything that makes for a good natural weed abatement; seating along Hwy 12; make the concrete at McCoy Creek bridge decorative as they are continually tagged; eucalyptus grove is going away and something to replace them in the same area.

Mayor Wilson stated the Council was giving direction to City Manager to move forward.

10. Council Adoption of Resolution No. 2021-__: Authorizing the City Manager to enter into an agreement for a modified First/Last Mile Lyft Program for Suisun City administered by the Solano Transportation Authority and approving the Recommended One-way Fare Structure– (Folsom: gfolson@suisun.com).

Mr. Folsom gave a presentation regarding the current and the proposed modified program.

City Clerk read email from Michelle Chavez – Will there be a way for rides with bikes to still be able to ride some form of transit to get to their destination?

Donna LaBlanc asked if the Lyft vehicles will have something for riders to put bikes on; low-income fares should apply to the Transit Center and hospitals; agree with the 6am to 10pm; how are we addressing Armijo High School students and will the children be able to ride Lyft and receive lower fares.

Council consensus on:

- Adding Transit Center
- \$1.50 for low-income to cover both inside and outside Suisun City
- Keep low-income fare of \$1.50
- Time to be set at 6am to 10pm

Mayor Wilson adding the language for the time to read: WHEREAS the City of Suisun City wants to provide a modified Lyft, first and last mile program covering seven days a week from 6 am to 10 pm.

Mr. Halls stated that a report would be provided after 6 months on ridership.

Motion by Council Member Williams to adopt Resolution No 2021-112 and seconded by Mayor Wilson. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

REPORTS: (Informational items only) No reports were given due to the hour.

11. Council Updates

- a. Council/Boardmembers
- b. Mayor

12. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 10:36 pm.

Anita Skinner, City Clerk

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CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND HOUSING AUTHORITY

MONDAY, NOVEMBER 8, 2021

6:30 P.M. (ZOOM ONLY)

(or immediately following the Suisun-Solano Water Authority Board Meeting)

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

NOTICE

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ZOOM MEETING INFORMATION:

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

MEETING ID: 817 6288 2291

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
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(Next Ord. No. – 789)

(Next City Council Res. No. 2021 – 113)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 05)

(Next Housing Authority Res. No. HA2021 – 04)

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

ROLL CALL

Mayor Wilson called the meeting to order at 6:30 pm with the following Council Members present:
Present: Day, Hernandez, Hudson, Williams, Wilson

CONFLICT OF INTEREST NOTIFICATION NONE

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

CONSENT CALENDAR

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

City Council

1. Council Adoption of Resolution No. 2021-113: Approving the Appropriation Request and Approve the Amended Budget to Accommodate the Budget Adjustments to include the American Rescue Plan Act (ARPA) funding– (Deol: Ideol@suisun.com).

Council Member Hudson pulled item for discussion.

PUBLIC COMMENT

Steve Olry gave an early shout out to all Veterans. He commented that funding was going to special projects. He appealed to the Mayor and Vice Mayor to put money back to infrastructure first.

Donna LeBlanc commented her confusion on amount in both Columns One and Two.

Mayor Wilson explained that the Treasury Department was very specific on what money could be spent on.

Motion by Vice Mayor Hernandez to adopt Resolution No. 2021-113 and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

PUBLIC COMMENTS NONE

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REPORTS: (Informational items only)

2. Council Updates

- a. Council/Boardmembers

Council Member Hudson thanked all Veterans for their service and was looking forward to participating in the parade.

Council Member Williams thanked the Veterans for their commitment to our Country. She reminded everyone of the Veterans Celebration starting at 2pm on 11/11 with guest speaker Congressman Garamendi.

Council Member Hernandez thanked the Veterans for their service and dedication.

b. Mayor

Mayor Wilson thanked the Veterans for their service. She stated if you are a Vet to go out and enjoy the festivities in their honor; if you are not a Vet to go out and meet one and thank them for serving and protecting you when they didn't have to.

CLOSED SESSION**ZOOM MEETING INFORMATION FOR CLOSED SESSION:****WEBSITE:** <https://zoom.us/join>**MEETING ID: : 828 2750 8603**

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

Housing Authority

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

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

Property Under Negotiation: Assessor's Parcel Numbers: 0032-101-160 and 0032-101-420.

Negotiating Party: City Manager

Parties Negotiating: Harbor Park, LLC

Under Negotiations: Terms and payment

CONVENE OPEN SESSION

Council entered into closed session at 6:53pm. Closed Session ended at 7:28pm with no announcements.

ADJOURNMENT

There being no further business the meeting was adjourned at 7:28pm.

City Clerk

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CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

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, NOVEMBER 16, 2021

6:30 P.M.

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

NOTICE

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ZOOM MEETING INFORMATION:

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

MEETING ID: 835 1678 0096

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM

(URL: <https://www.suisun.com/government/meeting-video/>)

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(Next Ord. No. – 789)

(Next City Council Res. No. 2021 – 114)

Next Suisun City Council Acting as Successor Agency Res. No. SA2021 - 05)

(Next Housing Authority Res. No. HA2021 – 04)

DEPARTMENTS: AREA CODE (707)

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

SUCCESSOR AGENCY 421-7309 FAX 421-7366

ROLL CALL

Mayor Wilson called the meeting to order at 6:33pm with the following Council Members present:

Present: Day, Hernandez, Hudson, Williams, Wilson

Pledge of Allegiance was led by Vice Mayor Hernandez

Invocation was given by Council Member Williams

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.)

REPORTS: (Informational items only)

1. City Manager/Executive Director/Staff – None

2. Multi Jurisdictional SWAT Team Presentation by Solano County Sheriff

Presentation was given by Sheriff Tom Ferrara, Lieutenant Mike Waller and Lieutenant Craig Collins. The power point presentation was followed by an opportunity to tour the SWAT equipment staged in front of City Hall. Council thanked the Sheriff's Department for the education tour.

3. Analysis of the Surplus Declaration for Lawler in Response to the Comments Received Claiming Said Declaration Is Invalid – (City Attorney).

City Attorney Gerli presented the analysis and staff report provided in the packet.

PUBLIC COMMENT

Steve Olry commented the Council wanted to make Suisun a destination and it is not; one of our last opportunities for us to make a statement for Suisun. Mr. Olry would like to see the City buy property, redevelop it and make the bottom floor a museum, rent top floor businesses for revenue.

Donna Le Blanc asked do we actually know what the term “valuable consideration” means? The Redevelopment Agency is gone and the City Council acts as the Agency until all properties are sold. When they are sold who gets the money?

Mayor Wilson and Ms. Gerli replied to questions.

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

Proclamations Not Presented

4. Proclamation Proclaiming the Month of November 2021 as Native American Heritage Month – (Wilson: lwilson@suisun.com).

Not being present tonight but part of a presentation on November 30th at 5pm.

Mayor Wilson read the proclamation.

CONSENT CALENDAR

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

City Council

5. Council Consideration and possible action to adopt Resolution No. 2021-114: A Resolution of the City Council of the City of Suisun City proclaiming a local emergency persists and authorizing the use of remote teleconference meeting procedures by the City's legislative bodies, as authorized by government code section 54953(e) *et seq.*, through December 16, 2021– (Folsom: gfolson@suisun.com).
6. Council Waive Second Reading and Adoption of Ordinance No. 788: An Ordinance of the City of Suisun City, California, Repealing and Replacing Existing Chapter 8.10 of Title 8 (“Health and Safety”) in the Suisun City Municipal Code, with a New Chapter 8.10 Entitled “Specific Regulations for Organic Waste Disposal Reduction, Recycling, and Solid Waste Collection and Recycling Programs,” to Enact Regulations in Compliance with Senate Bill (SB) 1383 for Implementation of Food and Organics Recycling and Related Solid Waste and Recycling Processing and Reporting; Adoption of an Exemption from the California Environmental Quality Act (Introduced and Reading Waived on November 2, 2021) – (Vue: nvue@suisun.com).
7. Council Adoption of Resolution No. 2021-115: Authorizing the City Manager to Execute a Contract Amendment on the City's Behalf with David Wade and Associates to Process the Development Application for the Suisun Logistics Center Project – Kearns jkearns@suisun.com).
8. Council Adoption of Resolution No. 2021-116: Approving the Suisun City Marina Annual Dock Maintenance and Inspection Services and Authorizing the City Manager to enter into an agreement with Bellingham Marine to Perform the Services– (Lofthus: klofthus@suisun.com).

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

9. Council/Agency/Authority Accept the Investment Report for the Quarter Ending September 30, 2021 – (Deol: ideol@suisun.com).

Joint City Council / Suisun City Council Acting as Successor Agency

10. Council/Agency Joint Resolution No. 2021-117/SA 2021-05: A Joint Resolution of the City Council of City of Suisun City and the Board of Directors of the Successor Agency to the Former Redevelopment Agency of the City Of Suisun City approving the transfer of title for the real property located at 718 main street in Suisun City (APN: 0032-141-130) from the City of Suisun City to the Successor Agency – (Kearns: jkearns@suisun.com).
11. Council/Agency Approval of October 2021 Payroll Warrants in the Amount of \$531,841.32, and Council/Agency Approval of the October 2021 Accounts Payable Warrants in the Amount of \$2,375,279.07 – (Finance).

Council Member Hudson pulled Item #6 for commentary.

PUBLIC COMMENTS

George Guynn spoke on Item #10. He stated the City is supposed to be looking out for the good of Main Street. The Lawler House is a good example of something the City should be improving. Affordable Housing that was mentioned does not improve a neighborhood. Feels City should be operated as a business to generate money.

Motion made by Mayor Wilson to adopt Consent Calendar Items 5 and 7 through 11 and seconded by Council Member Hudson. Motion passed by the following vote:

Ayes: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

Item #6

Council Member Hudson commented that he urges people not to vote for this. There is no price tag for this and it will be an automatic price increase on the trash bills for everyone in Suisun. There is no plan and no definite budget. He objects to this and urges Council not to vote for it.

PUBLIC COMMENT

George Guynn commented that he agrees with Council Member Hudson. We should be getting more service rather than less.

Council Member Hernandez made a correction to the language on page 53 line 5 Section 7 to remove "a and of".

Ms. Gerli read the corrected line.

Motion made by Vice Mayor Hernandez to adopt Ordinance No. 788 with the language correction and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Hernandez, Williams, Wilson

NOES: Day, Hudson

PUBLIC COMMENTS

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

Steve Olry read a statement regarding the continued rising legal costs which are not budgeted.

George Guynn commented on not being appointed to the Environmental Committee because you could only be on one committee; he pointed out there are others that serve on multiple committees and would like to see in writing where you could only serve on one.

Donna LeBlanc commented that Thanksgiving is coming up and hopes everyone has a great holiday; if you can please donate to the food barrels that are around; use caution at gatherings.

PUBLIC HEARING NONE

GENERAL BUSINESS NONE

REPORTS: (Informational items only)

12. Council Updates

a. Council/Boardmembers

Council Member Day commented on the terrible accident on Hwy 12 that closed the road and urged people to please be careful with the coming up holiday.

Council Member Hudson commented he had the opportunity to be the District Attorney for a day; thanked the Sheriff for coming out tonight; thanked the Veterans and rode in Veterans Day parade; completed a Spartan 10k race and had a great time.

Council Member Williams thanked all our Veterans; thanked Mayor Wilson for the opening address and Congressman Garamendi for spending time and answering questions; honored to be recognized by Congressman Garamendi as Woman of the Year for 2021; enjoy your family and Happy Thanksgiving.

Vice Mayor Hernandez commented on the wonderful Veterans day event in Suisun; shared with Council Member Hudson riding in the parade; raise funds through the Solano County Library Foundation for tutoring programs; co-sponsor with the Library a Day of the Dead Celebration; visited women's shelter in Suisun City and learn about their needs and if anyone is willing to donate the items most needed are comforters, towels, bags to transport personal items; tips on her website on driving in fog especially for the youth.

b. Mayor

Mayor Wilson commented on December 3rd the RPMA and Friends of Recreation are hosting a Winter Art Gala and tickets are still available; December 4th Christmas on the Waterfront, fireworks, Santa, lighted boat parade; unveiling of the new art work in front of the new STA building at 2pm; December 14th Commission/Committee open house at 5pm and virtual at City Hall; the City's Christmas tree at the waterfront is dying and it is the last year it will be used and we will have a snowy tree with a golden touch.

13. Non-Discussion Items

ADJOURNMENT

There being no further business the meeting was adjourned at 8:52pm.

Anita Skinner, City Clerk

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CITY COUNCIL
Lori Wilson, Mayor
Alma Hernandez, Mayor Pro-Tem
Jane Day
Michael J. Hudson
Wanda Williams

CITY COUNCIL MEETING

First and Third Tuesday
Every Month

MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, NOVEMBER 30, 2021

5:00 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, subdivision (b), and in accordance with the provisions of SB 361 (2021), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Jane Day, Michael Hudson, Wanda Williams, Mayor Pro Tem Alma Hernandez, and Mayor/Chair Lori Wilson. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER CITY POLICY, MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR FACE MASKS WHILE IN CITY FACILITIES IF NOT FULLY VACCINATED. IF YOU DO NOT HAVE A FACE MASK, ONE WILL BE PROVIDED FOR YOU.

THE CITY COUNCIL HAS RESUMED IN-PERSON MEETINGS IN ADDITION TO ZOOM. A LIMITED NUMBER OF SEATS ARE AVAILABLE, TO RESERVE A SEAT PLEASE CONTACT THE CITY CLERK AT clerk@suisun.com OR 707 421-7302.

ZOOM MEETING INFORMATION:

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

MEETING ID: 838 2082 6345

CALL IN PHONE NUMBER: (707) 438-1720

*REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING
BY EMAILING CLERK@SUISUN.COM (PRIOR TO 5pm) OR
VIA WEBSITE OR PHONE APPLICATION, ZOOM*

*(If attending the meeting via phone press *9 to raise your hand and *6 to unmute/mute for public comment.)*

(Next Ord. No. – 789)
(Next City Council Res. No. 2021 – 118)

ROLL CALL

Mayor Wilson called the meeting to order at 5:17pm with the following Council Members present:
PRESENT: Day, Hernandez, Hudson, Williams, Wilson

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.)

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

PRESENTATION/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

Proclamations Presented at Meeting

1. Proclamation Proclaiming Suisun City's Land Acknowledgement of Native American Ancestry (Wilson: lwilson@suisun.com)

Mayor Wilson read the proclamation which was presented by Vice Mayor Hernandez.

2. Proclamation Recognizing the Achievement of Greg Folsom, City Manager – (Wilson: lwilson@suisun.com).

Mayor Wilson read the proclamation which was presented to Mr. Folsom by Council Member Hudson.

Tyler Wilson, Congressman Garamendi's representative read a Congressional Commendation from Congressman Garamendi and presented it to Mr. Folsom.

All proclamations can be found on the City's website or at City Hall.

CONSENT CALENDAR

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

3. Council Adoption of Resolution No. 2021-118: A Resolution of the City Council of the City of Suisun City Renaming the Second Monday in October as Indigenous Peoples' Day in the City of Suisun City – (Folsom: gfolson@suisun.com).

PUBLIC COMMENTS

George Burket asked if we are really celebrating Indigenous People. If so, Suisun needs to take care of their land and clean it up.

George Guynn feels City needs to be more efficient. Its good to have a certain number of holidays but City needs to consider a limit in the future for the number of holidays granted.

Mayor Wilson commented that this was not adding a new holiday but renaming an existing one.

Motion by Vice Mayor Hernandez to adopt Resolution No. 2021-118 and seconded by Council Member Williams. Motion passed by the following vote:

AYES: Day, Hernandez, Hudson, Williams, Wilson

NOES: None

PUBLIC COMMENTS

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

George Guynn commented that we will be starting a new year soon and the finances of the City need to improve; generate more businesses; recent snatch and grab problems and hopes the City has provisions in place to protect businesses such as the new marijuana business.

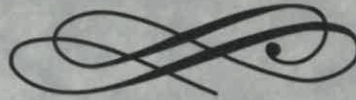
Steve Olry commented on the continued addition of cars in the lot surrounding the water tank. Feels this meeting did not have to take place as a special meeting, could have been done next week rather than have the highly paid staff here.

ADJOURNMENT

There being no further business the meeting was adjourned at 5:38 pm.

Anita Skinner, City Clerk

Proclamation



WHEREAS, November is Native American Heritage Month, and for Indigenous People across the country, it's a chance to share the unique ancestry, tradition, and contributions their communities make today and have made throughout history; and

WHEREAS, the Indigenous People of the Suisunes and the Patwin of the Wintun tribes, the Muwekma Ohlone Tribe and the countless other California tribes traveled this land we stand on utilizing the Carquinez Strait for trade; and

WHEREAS, we recognize that every member of our community, whether a resident of business, has, and continues to benefit from the use and occupation of this land since the City's founding in 1868; and

WHEREAS, consistent with our mission to provide a safe, healthy, inclusive community resulting in an exceptional quality of life where our residents and businesses prosper, and visitors feel welcome, we have a responsibility to acknowledge and make visible our relationship to the Indigenous People of this area; and

WHEREAS, it is vitally important that we not only recognize the history of the land on which we stand, but also, we recognize that the Patwin of the Wintun tribe are alive and flourishing members of our community and the greater region at large today, in particular, the Yocha Dehe Wintun Nation.

NOW, THEREFORE, I, Lori D. Wilson, Mayor of the City of Suisun City, hereby proclaim that every publicly accessible City Facility will include a land acknowledgement plaque to declare the following:

"The City of Suisun City recognizes we sit on the territory of the Patwin, the ancestral and unceded land of the people of the Suisunes and Patwin of the Wintun nation. We acknowledge the history and legacy of this land and pay respect to the elders both past and present"

I encourage residents in the City of Suisun City to acknowledge and celebrate the history of our land.



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

L. D. Wilson

Lori D. Wilson, Mayor

ATTEST: *Dorena Pak*

DATE: November 30, 2021

Office of the Mayor
Suisun City, California
Proclamation



WHEREAS, in 1991, Congress passed a resolution indicating that every November will be proclaimed as "American Indian Heritage Month" recognizing the contributions Native Americans have made in enhancing the freedom, prosperity, and greatness of our nation; and

WHEREAS, on April 2, 2019, Greg S. Folsom started his service here in the City of Suisun City as the City Manager. Mr. Folsom is a tribal member of the Choctaw Nation based in Oklahoma; and

WHEREAS, the Choctaw Nation were known for their westward travel from Mississippi to Oklahoma covering 500 miles which became known as the Trail of Tears due to more than half of them dying as a result of disease and malnourishment; and

WHEREAS, during World War II, a second Trail of Tears was identified when Native Americans from all over were again taken from their homelands to be sent to California to work in the shipyards of North and the manufacturing plants of the South to build ships, airplanes and parts. At this time Mr. Folsom's grandparents traveled from Oklahoma to the City of Benicia to support the war effort; and

WHEREAS, prior to his service here as the City Manager, Mr. Folsom served as the City Manager for the City of Clearlake and the Deputy Director of Economic Development for both Riverside County Economic Development Agency and the City of Stockton; and

WHEREAS, since becoming the City Manager, the City of Suisun City has seen exponential growth with 15 economic development projects being initiated, the grand opening of several businesses including a new hotel, and the creation of several new programs and initiatives to better serve its residents.

NOW, THEREFORE, I, Lori D. Wilson, Mayor of the City of Suisun City, hereby recognize the contributions of

GREGORY S. FOLSOM

to the City of Suisun City as the City Manager and a proud tribal member of the Choctaw Nation and encourage residents to join me in recognizing his contribution as well.



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

Lori D. Wilson, Mayor

ATTEST:

DATE: November 30, 2021

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AGENDA TRANSMITTAL

MEETING DATE: December 7, 2021

CITY AGENDA ITEM: PUBLIC HEARING: Council Introduce and Waive Reading of Ordinance No. ____: Amending Chapter 13.14 Public Art in Title 13, Public Services to the Suisun City Municipal Code.

FISCAL IMPACT: The previous adoption of a Percent for the Arts Program will generate revenue to fund public art in Suisun City. These revenues are dedicated funds that can only be used to enhance public art within the City.

STRATEGIC PLAN IMPACT: Develop Sustainable Economy; Revitalize Historic Downtown

BACKGROUND: During the January 19, 2021 City Council meeting this item was on the agenda as a discussion and direction. With positive feedback and direction, the item was referred back to the Recreation, Parks, Marina, and Arts Commission (RPMA) for further consideration. On April 21, 2021, RPMA unanimously approved the revised changes presented. A Public Hearing was held in August of this year with the City Council adopting the addition of Chapter 13.14 Public Art in Title 13, Public Services to the Suisun City Municipal Code.

STAFF REPORT: After adoption, staff found language that could be confusing to those required to fulfill their obligations under this chapter. There are no changes to the fee structure of this code nor any additions or exclusions of who would be required to pay necessary funds under this code.

Attached is a detailed red line version to track the changes in language.

A notice of public hearing, including a summary of proposed ordinance, was published as a legal notice in the Daily Republic newspaper.

RECOMMENDATION: It is recommended that the City Council:

1. Open the Public Hearing; and
2. Take Public Comment; and
3. Close the Public Hearing; and
4. Introduce and Waive Reading of Ordinance No. ____: Amending Chapter 13.14 Public Art to Title 13, Public Services to the Suisun City Municipal Code

ATTACHMENTS:

1. Ordinance No. ____: Amending Chapter 13.14 Public Art to Title 13, Public Services to the Suisun City Municipal Code
2. Chapter 13.14 Public Art Clean Copy
3. Chapter 13.14 Public Art Redlined Version
4. PowerPoint Presentation

PREPARED BY:

Kris Lofthus, Recreation, Parks, and Marina Director

REVIEWD/APPROVED BY:

Greg Folsom, City Manager

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CITY OF SUISUN CITY, CALIFORNIA, AMENDING CHAPTER 13.14 PUBLIC ART TO TITLE 13, PUBLIC SERVICES TO THE SUISUN CITY MUNICIPAL CODE

WHEREAS, the City of Suisun City desires to adopt a Public Art Policy to enrich visual environment, integrate the creative thinking of artists into public construction projects, and provide a means for citizens and visitors to enjoy and experience cultural diversity; and

WHEREAS, the displays of public art on private property shall be approved by the City, and in the event the developer does not wish to City to have design and content approval, they may instead contribute and in-lieu public art fee; and

WHEREAS, the purpose of this chapter is to authorize the establishment of guidelines, procedures, and standards for the integration of public art into new private projects throughout the City of Suisun City.

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

SECTION 1. Recitals. The City Council finds that the above recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. Ordinance. The Ordinance is hereby amended, Chapter 13.14 "PUBLIC ART" in Title 13 of the Suisun City Municipal Code to read in its entirety as shown in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 3 Severability and Validity. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Suisun City hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 4. Effective Date. This Ordinance shall be in full force and effect thirty (30) days after its adoption following second reading.

SECTION 5. Publication. In accordance with Section 36933 of the Government Code of the State of California, whis ordinance shall be posted in three (3) public places within the City prescribed by ordinance within fifteen (15) days after its passage, there being no newspaper of general circulation printed and published within the City.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this ____ day of _____ 2021.

Lori D. Wilson, Mayor

ATTEST:

Anita Skinner
City Clerk

APPROVED AS TO FORM
AND LEGAL CONTENT:

Aleshire & Wynder, LLP

CERTIFICATION

I, Anita Skinner, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on _____, 2021 and passed and adopted at a regular meeting of said City Council held on _____, 2021, by the following vote:

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

WITNESS my hand and the seal of said City this ____ day of _____ 2021.

Anita Skinner
City Clerk

Attachment 2

Chapter 13.14 Public Art

13.14.010 Purpose.

A. The purpose of this chapter is to authorize the establishment of guidelines, procedures and standards for the integration of public art into new development projects throughout the City of Suisun City. Public art on public projects installed pursuant to this chapter shall be governed by the City's Public Art Policy.

B. Public art plays an important role in increasing the understanding and enjoyment of art by the community. Art is more accessible and visible to people when displayed in public areas. A key feature of public artwork is the importance of integrating art into the urban fabric of the City in order to enrich and enhance its physical attractiveness. Public art transforms spaces and makes a valuable contribution to our appreciation of the City and the quality of public places. In addition, public art located in public places reflects the unique environment and cultural identity of the City to visitors and to residents of Suisun City. It often provides a link with our history and can contribute to development of tourism.

C. To achieve these goals, public art should be integrated into development projects citywide. For best results, consideration of public art should be integrated into project planning at the earliest possible stage.

D. In the event of a conflict between the Public Art Policy and this chapter, the provisions of the chapter shall govern.

13.14.020 Definitions.

The following definitions apply to this chapter:

- A. "Addition" means an extension, expansion, or increase in floor area or height of a building or structure.
- B. "Alteration" means any construction, remodel, rehabilitation of, or improvement to, an existing structure other than repair or addition.
- C. "Artist" means a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by the reviewing body with final design review authority for the development project.
- D. "Construction cost" means the total cost of a development project. Construction costs shall be based on construction and site improvement costs as declared on all building permit applications, and shall include, but not be limited to, all grading, site improvement, building, plumbing, mechanical, and electrical permit applications for the project.
- E. "Developer" means the person or entity that is financially and legally responsible for the planning, development, and construction of a development project, who may, or may not, be the owner of the subject property.
- F. "Development" or "development project" means a project involving the construction of any new residential, commercial (including office and retail uses), industrial or light industrial, or mixed use buildings, the construction of tenant improvements, any addition to an existing building, or the rehabilitation, renovation, remodeling, or improvement of an

Attachment 2

existing building. Tenant improvement construction cost shall be calculated on a per-tenant basis.

1. “Nonresidential development” means a project with a construction cost of \$250,000 or more, and involving: (1) the construction of any new commercial (including office and retail uses), industrial or light industrial development, including the nonresidential portion of a mixed use development; (2) tenant improvements to a unit in a nonresidential development; (3) an addition to an existing nonresidential building or structure; or (4) the alteration of an existing nonresidential building or structure.
2. “Residential development” means any new multi-home or multi-unit housing project, including the residential portion of mixed use developments.
3. “Development” or “development project” shall not include any of the following:
 - a. Repair or reconstruction of building or structures, which have been damaged by fire, flood, wind, earthquake, or other calamity;
 - b. Historic preservation or restoration;
 - c. Seismic retrofit or flood protection projects work items;
 - d. Fire sprinkler installation;
 - e. Any maintenance, upgrade, or repair of an existing building, structure, or equipment, necessary for its optimal condition or operation;
 - f. Solar (photovoltaic) system installations.
- G. “Director” means the Recreation, Parks, & Marina Director, and shall include their designee.
- H. “In lieu public art contribution” means the dollar amount equal to 1.5% (one and one-half percent) of the construction cost. In the case of a mixed-use project, the in lieu public art contribution shall equal 1.5% (one and one-half percent) of the construction cost of the nonresidential component of the development on a pro rata basis. By way of example, the in lieu public art contribution for a 15,000 square foot mixed use project with a 2,000 square foot commercial space component, with a construction cost of \$350/square foot would be \$10,500, calculated as follows: $0.015 \times 350 \times 2000 = 10,500$.
- I. “Installation date” means the actual date on which installation of the public art is completed.
- J. “Public art” means an original work of a permanent nature in any variety of media produced by an artist, including but not limited to sculpture, murals, photography, and original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building such as decorative handrails, stained glass and other functional features which have been enhanced to be visually appealing. City commissioned public art may also include pieces as identified above which may be moved from time to time as a gallery collection and placed in public buildings such as City Hall, the Joe Nelson Community Center and other publicly accessible facilities.

Attachment 2

Public art does not include the following:

1. Art objects that are mass-produced or of standard design;
 2. Landscape architecture and landscape gardening except where these elements are designed by the artist and are an integral part of the work of art;
 3. Works of art not visible to the public;
 4. Logos or corporate identity.
- K. “Public art fund” means a fund established and maintained by the City of Suisun City for the purpose of funding public art and cultural programming consistent with the adopted Public Art Policy.
- L. “Public Art Policy” means the Marina, Parks, & Recreations Department’s Public Art Policy, as adopted by City Council resolution, including any amendments or successor policies thereto.
- M. “Public place” means any exterior area on public or private property, which is clearly visible to the public. If located on private property, the area must be clearly visible from adjacent public property such as a street or other public thoroughfare, sidewalk, or path.
- N. “Residential development park enhancement set-aside” means the dollar amount equal to 0.5% (half of one percent) of the total construction cost of the residential development. In the case of a mixed-use project, the park enhancement set-aside shall be 0.5% (half of one percent) of the construction cost of the residential component of the development on a pro rata basis. By way of example, the residential development park enhancement set-aside for a 20,000 square foot mixed use project with a 15,000 square foot residential space component, with a construction cost of \$500/square foot would be \$30,000, calculated as follows: $0.005 \times 400 \times 15,000 = 30,000$.
- O. “Repair” means the reconstruction or renewal of any part of an existing building for the purpose of its maintenance.

13.14.030 Public art requirement imposed on nonresidential developments.

- A. Any new nonresidential or mixed use development project in the City is required to include a public art component. The public art shall be displayed in a manner that will enhance its enjoyment by the general public.
- B. The cost of the public art, or in lieu public art contribution, must be equal at least to 1.5% (one and one-half percent) of the construction cost of the development, for a maximum value of \$250,000. In case of mixed use developments, the public art requirement shall be based on the construction cost of the nonresidential portion of the development only.
- C. The developer has the following options to meet the requirement:
 1. Locate the public art on the project site in a public place.
 2. Request that the reviewing body with final review authority for the development project consider placement of a developer-funded art piece on public property at a location approved by the Recreation, Parks, Marina, and Arts Commission. Public art to be placed on public property is subject to design review and approval by the

Attachment 2

City Council. The public art will be donated to the City. The total cost of the public art shall include a maintenance fee, in the amount of 15% of the 1.5% of the construction cost of the development. The City shall hold the maintenance fee in a separate project-specific account, and the funds shall be used exclusively for the maintenance of the specific work.

3. Pay an in lieu public art contribution, which shall be deposited in the Public Art Fund. The in lieu public art contribution shall be paid by the developer at the time of building permit issuance; or
 4. Developers may elect to install public art that has a value lower than the public art contribution requirement and make an in lieu public art contribution for the balance.
- C. Prior to obtaining a building permit, the developer shall demonstrate compliance with the requirements of this chapter in one of the following ways:
1. Payment of the full amount of the in lieu public art contribution; or
 2. Written proof to the Director of a contract to commission or purchase and install the required public art. Such proof shall be accompanied by a performance security, in an amount of 10% of the total public art contribution, which will be refunded following installation. If the public art is not completed within one year of the issuance of the certificate of occupancy, the deposit shall be forfeited and an in lieu public art contribution shall be required.
- D. Prior to the issuance of the certificate of occupancy, the developer shall provide the city with proof of installation of the required public art on the development site, unless the developer has entered into an agreement and submitted a performance security consistent with subsection (C)(2).
- E. The owner of the development project shall hold title to all public art installed on private property. Each successive owner shall be responsible for the custody, protection, and maintenance of such works of art. The works of art must be maintained in good condition and free of graffiti for the life of the piece.
- F. If the development project's owner wishes to replace any public art installed pursuant to this chapter, the following requirements shall be met before the art is replaced:
1. The cost of the replacement shall be equal to, or greater than, the initial cost (adjusted for time) of the existing public art to be removed.
 2. The location of the replacement public art shall meet the requirement for public visibility in effect at the time of the replacement.
 3. The replacement public art shall conform, in every respect, to all standards in effect at the time of the replacement.
 4. The replacement public art shall be installed within 180 days of the removal of the existing public art piece, unless the period is extended by the Director.

13.14.040 Residential development park enhancement set-aside.

Any new residential or mixed use development project in the City that is required to install a park shall be subject to a residential development park enhancement set-aside for the purpose of

Attachment 2

including art elements within the required park. In case of mixed use developments, the residential development park enhancement set-aside amount shall be based on the construction cost of the residential portion of the development only. The park enhancement set-aside shall be applied to art elements for park amenities such as benches, shade sails, picnic tables, pathways, garbage cans, play structures, bicycle racks, and signage.

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Attachment 3

Chapter 13.14 Public Art

13.14.010 Purpose.

A. The purpose of this chapter is to authorize the establishment of guidelines, procedures and standards for the integration of public art into new ~~private development~~ projects throughout the City of Suisun City. Public art on public projects installed pursuant to this chapter shall be governed by the City's Public Art Policy.

B. Public art plays an important role in increasing the understanding and enjoyment of art by the community. Art is more accessible and visible to people when displayed in public areas. A key feature of public artwork is the importance of integrating art into the urban fabric of the City in order to enrich and enhance its physical attractiveness. Public art transforms spaces and makes a valuable contribution to our appreciation of the City and the quality of public places. In addition, public art located in public places reflects the unique environment and cultural identity of the City to visitors and to residents of Suisun City. It often provides a link with our history and can contribute to development of tourism.

C. To achieve these goals, public art should be integrated into development projects citywide. For best results, consideration of public art should be integrated into project planning at the earliest possible stage.

D. In the event of a conflict between the Public Art Policy and this chapter, the provisions of the chapter shall govern.

13.14.020 Definitions.

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

- A. "Addition" means an extension, expansion, or increase in floor area or height of a building or structure.
- B. "Alteration" means any construction, remodel, rehabilitation of, or ~~renovation~~ improvement to, an existing structure other than repair or addition.
- C. "Artist" means a person who has a reputation among peers as a person of artistic excellence, through a record of exhibitions, public commissions, sale of works, or educational attainment as judged by the reviewing body with final design review authority for the development project.
- D. "Construction cost" means the total cost of any development project covered by this chapter. Calculations shall be based on construction and site improvement costs as declared on all building permit applications. For purposes of calculating the public art fee, Construction costs shall be based on construction and site improvement costs as declared on all building permit applications, and shall include, but not be limited to, all grading, site improvement, building, plumbing, mechanical, and electrical permit applications for the project. Calculations shall be based on construction and site improvement costs as declared on all building permit applications. For the purposes of calculation of the public art contribution for a mixed-use project, the construction cost shall be calculated using the cost of the nonresidential portion of the project only.

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~~D.E.~~ “Developer” means the person or entity that is financially and legally responsible for the planning, development, and construction of ~~any~~ development project ~~covered by this chapter~~, who may, or may not, be the owner of the subject property. ~~For the purposes of calculation of the public art contribution for a mixed-use project, the construction cost shall be calculated using the cost of the nonresidential portion of the project only.~~

F. “Development” or “development project” means a project involving the construction of any new residential, commercial (including office and retail uses), industrial or light industrial, or mixed use buildings, the construction of ~~new~~ tenant improvements ~~in any shell building~~, any addition to an existing building, or the rehabilitation, renovation, remodeling, or improvement of an existing building, ~~and having a construction cost of \$250,000 or more. Tenant improvement construction cost shall be calculated on a per-tenant basis. e.~~

1. “Nonresidential development” means a project with a construction cost of \$250,000 or more, and involving: (1) the construction of any new commercial (including office and retail uses), industrial or light industrial development, including the nonresidential portion of a mixed use development; (2) tenant improvements to a unit in a nonresidential development; (3) an addition to an existing nonresidential building or structure; or (4) the alteration of an existing nonresidential building or structure.

2. “Residential development” means any new multi-home or multi-unit housing project, including the residential portion of mixed use developments.

3. “Development” or “development project” shall not include any of the following: To the extent that all or some portion of the new construction include one or more of the six “exclusion items” identified below, those portions of the project shall be excluded from the definition of “Development Project”; thus, those portions of construction shall not be subject to the requirements of this chapter:

a. Repair or reconstruction of building or structures, which have been damaged by fire, flood, wind, earthquake, or other calamity;

b. Historic preservation or restoration;

c. Seismic retrofit or flood protection projects work items;

d. Fire sprinkler installation;

e. Any maintenance, upgrade, or repair of an existing building, structure, or equipment, necessary for its optimal condition or operation;

f. Solar (photovoltaic) system installations.

1. ~~Repair or reconstruction of structures, which have been damaged by fire, flood, wind, earthquake, or other calamity;~~

2. ~~Historic preservation or restoration;~~

3. ~~Seismic retrofit or flood protection projects work items;~~

Attachment 3

4. ~~Fire sprinkler installation;~~

5. ~~Any alteration, maintenance or repair of an existing structure, or equipment, that does not result in an addition to the existing structure. Notwithstanding this exclusion, construction of new tenant improvements in any shell building shall be within the definition of “development project”;~~^{[AC1][KL2]}

6. ~~Solar (photovoltaic) system installations.~~

~~E.G.~~ “Director” means the Recreation, Parks, & Marina Director, and shall include ~~his or her~~ their designee.

~~F.H.~~ “In lieu public art contribution” means the dollar amount equal to 1.5% (one and one-half percent) of the construction cost. In the case of a mixed-use project, the ~~dollar amount equal to the cost of~~ in lieu public art contribution shall equal 1.5% (one and one-half percent) of the construction cost of the square footage of the non-residential component of ~~that the~~ development on a pro rata basis project. ~~For purposes of determining the public art contribution for a mixed-use project, the contribution shall be equal to the dollar amount equal to the cost of 1.5% (one and one-half percent) of the square footage of the nonresidential component of the project.~~ By way of example, the in lieu public art contribution for a 15,000 square foot mixed use project with a 2,000 square foot commercial space component, with a construction cost of \$350/square foot would be \$10,500, calculated as follows: $0.015 \times 350 \times 2000 = 10,500$.

~~G.~~ “Installation date” means the actual date on which installation of the public art is completed.

~~H.I.~~ “Maintenance Fee” means ~~a percentage of the Public Art Contribution to be withheld in a designated account to keep artwork in good condition and free of graffiti.~~

~~I.J.~~ “Public art” means an original work of a permanent nature in any variety of media produced by an artist, ~~which may include~~ including but not limited to sculpture, murals, photography, and original works of graphic art, water features, neon, glass, mosaics, or any combination of forms of media, furnishing or fixtures permanently affixed to the building or its grounds, or a combination thereof, and may include architectural features of the building such as decorative handrails, stained glass and other functional features which have been enhanced to be visually appealing. City commissioned public art may also include pieces as identified above which may be moved from time to time as a gallery collection and placed in public buildings such as City Hall, the Joe Nelson Community Center and other publicly accessible facilities.

Public art does not include the following:

1. Art objects that are mass-produced or of standard design;
2. Landscape architecture and landscape gardening except where these elements are designed by the artist and are an integral part of the work of art ~~by the artist~~;
- ~~36.~~ Works of art, ~~which are~~ not visible to the public;
- ~~48.~~ Logos or corporate identity.

Attachment 3

- K. “Public art fund” means a fund established and maintained by the City of Suisun City for the purpose of funding public art and cultural programming consistent with the adopted Public Art Policy.
- L. “Public Art Policy” means the Marina, Parks, & Recreations Department’s Public Art Policy, as adopted by City Council resolution, including any amendments or successor policies thereto.
- J. ~~“Public place” means any exterior area on public or private property, which is clearly visible to the public. If located on private property, the area must be clearly visible from adjacent public property such as a street or other public thoroughfare, sidewalk, or path.~~
- ~~K.M. “Residential development” means any new multi-home or multi-unit housing project.~~
- L.N. “Residential development park enhancement ~~feeset-aside~~” means ~~a fee in the dollar amount of equal to~~ 0.5% (half of one percent) of the total ~~development construction cost of the residential development applicable to any development required to install a park. In the case of a mixed-use project, the park enhancement set-aside shall be 0.5% (half of one percent) of the construction cost of the residential component of the development on a pro rata basis. By way of example, the residential development park enhancement set-aside for a 20,000 square foot mixed use project with a 15,000 square foot residential space component, with a construction cost of \$500/square foot would be \$30,000, calculated as follows: 0.005 x 400 x 15,000 = 30,000. The park enhancement fee shall be applied to elements included in the park design utilizing public art concepts, including but not limited to benches, shade sails, picnic tables, pathways, garbage cans, play structures, bicycle racks, and signage.~~
- ~~M. “Public place” means any exterior area on public or private property, which is clearly visible to the public. If located on private property, the area must be clearly visible from adjacent public property such as a street or other public thoroughfare, sidewalk, or path.~~
- N. “Remodel.” See “Alteration.”
- O. “Repair” means the reconstruction or renewal of any part of an existing building for the purpose of its maintenance.

13.14.030 Public art requirement imposed on nonresidential developments.

- A. Any new nonresidential or mixed use development project in the City is required to include a public art component ~~on the project site in a public place. The p~~Public art shall be displayed in a manner that will enhance its enjoyment by the general public.
- B. The cost of the public art, or in lieu public art contribution, must be equal at least to 1.5% (one and one-half percent) of the construction cost of the development, for a maximum value of \$250,000. In case of mixed use developments, the public art requirement shall be based on the construction cost of the nonresidential portion of the development only. ~~Public art shall be displayed in a manner that will enhance its enjoyment by the general public.~~
- C. ~~As an alternative to on-site installation of public art, the developer may:~~The developer has the following options to meet the requirement:
1. Locate the public art on the project site in a public place.

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2. Request that the reviewing body with final review authority for the development project consider placement of a developer-funded art piece on public property at a location approved by the Recreation, Parks, Marina, and Arts Commission. Public art to be placed on public property is subject to design review and approval by the City Council. The public art will be donated to the City. The total cost of the public art shall include a maintenance fee, in the amount of 15% of the 1.5% of the construction cost of the development. The City shall hold the maintenance fee in a separate project-specific account, and the funds shall be used exclusively for the maintenance of the specific work.; ~~or~~
 32. Pay an in lieu public art contribution, which shall be deposited in the Public Art Fund. The in lieu public art contribution shall be paid by the developer at the time of building permit issuance. ~~Projects will be capped at a maximum public art contribution of \$250,000; or~~
 - ~~3. Install public art on the development project site that has a value lower than the public art contribution amount and make an in lieu contribution for the balance of the public art contribution.~~ 4. Developers may elect to install public art that has a value lower than the public art contribution requirement and make an in lieu public art contribution for the balance.
- CB. Prior to obtaining a building permit, the developer shall demonstrate compliance with the requirements of this chapter in one of the following ways:
1. Payment of the full amount of the in lieu public art contribution; or
 2. Written proof to the Director of a contract to commission or purchase and install the required public art. Such proof shall be accompanied by a performance security, in an amount of 10% ~~(ten percent)~~ of the total public art contribution, which will be refunded following installation. If the public art is not completed within one year of the issuance of the certificate of occupancy, the deposit shall be forfeited and an in lieu public art contribution shall be required.
- DE. Prior to the issuance of the certificate of occupancy, ~~t~~The developer shall provide the city with proof of installation of the required public art on the development site, ~~prior to the issuance of a certificate of occupancy~~ unless the developer has entered into an agreement and submitted a performance security consistent with subsection (CB)(2).
- ~~D. Maintenance fees would be collected based on a one time fee of 15% of the cost of producing the art piece, including but not limited to artist, design, and installation costs.~~
- E. The owner of the development project shall hold title to all public art ~~required by and installed on private property pursuant to this chapter on private property shall be vested in the owner and pass to the successive owners of the development project.~~ Each successive owner shall be responsible for the custody, protection, and maintenance of such works of art. The works of art must be maintained in good condition and free of graffiti for the life of the piece.
- F. If the development project's owner wishes to replace any public art installed pursuant to this chapter, the following requirements shall be met before the art is replaced:

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1. The cost of the replacement shall be equal to, or greater than, the initial cost (adjusted for time) of the existing public art to be removed.
2. The location of the replacement public art shall meet the requirement for public visibility in effect at the time of the replacement.
3. The replacement public art shall conform, in every respect, to all standards in effect at the time of the replacement.
4. The replacement public art shall be installed within 180 days of the removal of the existing public art piece, unless the period is extended by the Director.

13.14.040 Residential development park enhancement set-aside.

Any new residential or mixed use development project in the City that is required to install a park shall be subject to a residential development park enhancement set-aside for the purpose of including art elements within the required park. In case of mixed use developments, the residential development park enhancement set-aside amount shall be based on the construction cost of the residential portion of the development only. The park enhancement set-aside shall be applied to art elements for park amenities such as benches, shade sails, picnic tables, pathways, garbage cans, play structures, bicycle racks, and signage.

Amending Chapter 13.14 Public Art to Title 13, Public Services of the Suisun City Municipal Code.

“Percent for the Arts”



1

13.14.020 Definitions

Updated Items:

- D. Construction Costs
- E. Developer
- F. Development
- H. In Lieu Public Art
- I. Removal of Maintenance Fee
- L. Public Art Policy Means
- J. Public Place Means
- N. Residential Development Park Enhancement

2

13.14.030 Public Art Requirement Imposed

- A. Any new nonresidential or mixed use
- B. The Cost of Public Art
- C. Developer Options
- D. Proof of Installation
- E. Owner of Development-owner of the art

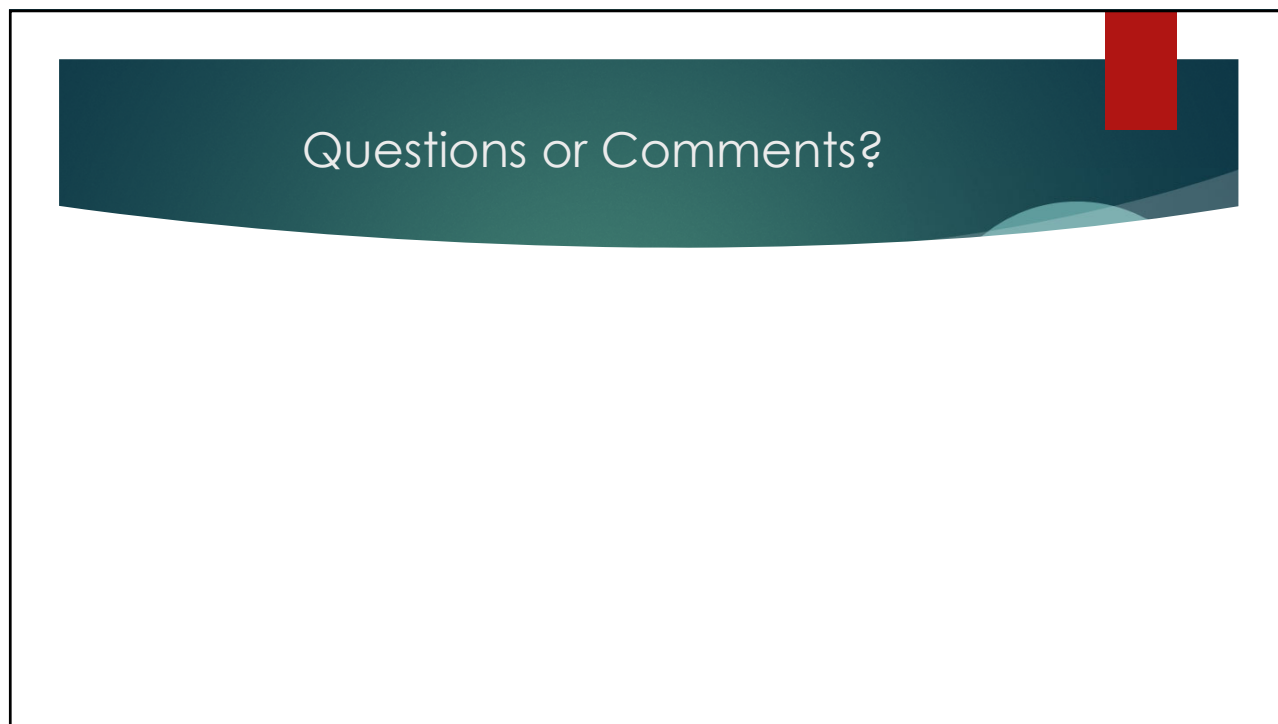
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13.14.040 Residential Development Park Enhancement Set-Aside

Clearly Defined

Any new residential or mixed use development project in the City that is required to install a park shall be subject to a residential development park enhancement set-aside for the purpose of including art elements within the required park. In case of mixed use developments, the residential development park enhancement set-aside amount shall be based on the construction cost of the residential portion of the development only. The park enhancement set-aside shall be applied to art elements for park amenities such as benches, shade sails, picnic tables, pathways, garbage cans, play structures, bicycle racks, and signage.

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AGENDA TRANSMITTAL

MEETING DATE: December 7, 2021

CITY AGENDA ITEM: Waterfront District Business Improvement District:

- A. Resolution No. 2021-__: Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
- B. Resolution No. 2021-__: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2022, and Setting a Public Hearing to Consider these Matters for December 21, 2021.

FISCAL IMPACT: Reauthorization of the BID assessments has no fiscal impact on the City General Fund as these assessments are paid by businesses within the District.

STRATEGIC PLAN IMPACT: Revitalize Downtown Waterfront District.

BACKGROUND: Per City Ordinance No. 667, enacted April 18, 2003, the Main Street Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (the “District”), was established. The District is a 501(c)(3) non-profit organization created at the request of downtown merchants to promote improved business conditions and marketing of downtown Suisun City. Under procedures described in the California Streets and Highways Code, the City, on behalf of the District, levies assessments on those businesses within the District area (see attached map) for use in various marketing and improvement activities, as determined beneficial by the District board. Each year since 2003, the Council has reauthorized the continued operation of the District.

STAFF REPORT: The formation and continuation of the Waterfront District Business Improvement District is identified in the California Streets and Highways Code and specifically through the Parking and Business Improvement Area Law of 1989 (Section 36500). Approval of the attached resolutions would be the first step in the annual process to consider renewal of the District. The second resolution provides notice to all businesses located within the District that the City Council will consider reauthorizing the assessment that funds the District. The attachments to the resolution describe the boundaries of the District, the amount of the assessment by business type and benefit zone, and the types of improvements and services on which the funds can be used.

Additionally, the resolution informs business owners of the process for lodging a protest against renewal of the District and sets December 21, 2021, as the date on which the public hearing will be held to hear such protests. State law requires that the public hearing noticed by the attached resolution be held at not less than 10 days after the adoption of the Resolution of Intent. A copy of this resolution will be published in the *Daily Republic* and mailed to each business within the District, as required by State Law.

PREPARED BY:

Kris Lofthus, Recreation, Parks, and Marina Director

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

The District has submitted its budget information to staff. The District operates under a calendar year system which is January 1st through December 31st of each year. Copies of the budget have been provided to the City Council and the Administrative Services Department. The budget is also available for public review through the City Clerk's Office. The financial information will be reviewed by staff prior to the Public Hearing, and a statement of adequacy will be provided at that time.

Major District activities throughout 2021 included:

- Hosted the 9th annual *Restaurant Week* which promotes the diverse restaurants at the Waterfront.
- Coordinated the 15th annual *Waterfront Art and Wine Festival*.

No changes to the District boundaries or assessments are proposed.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 2021-__: Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
 2. Adopt Resolution No. 2021-__: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2022, and Setting a Public Hearing to Consider these Matters for December 21, 2021.
-

ATTACHMENTS:

1. Resolution No. 2021-__: Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
2. Resolution No. 2021-__: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2022, and Setting a Public Hearing to Consider these Matters for December 21, 2021.
3. Proposed 2022 Budget with Adopted 2021 Budget and Actuals
4. Suisun City Historic Waterfront Business Improvement Districts Annual Report
5. Power Point Presentation - Resolution of Intent to Reauthorize Waterfront District BID

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE ANNUAL ASSESSMENT REPORT FOR THE WATERFRONT
DISTRICT BUSINESS IMPROVEMENT DISTRICT**

WHEREAS, the City Council has passed Ordinance No 667 establishing the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District (District); and

WHEREAS, said Ordinance requires the District to present its annual budget to the City of Suisun City for review and approval; and

WHEREAS, the City Council of the City of Suisun City has reviewed the proposed District budget and Assessment Report; and

WHEREAS, the City Council desires to promote the District to insure the success of the projects and programs of the District.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby approve the Assessment Report as presented.

BE IT FURTHER RESOLVED, that the City Council of the City of Suisun City authorizes the City Manager to take all appropriate and necessary actions to ensure implementation of this Resolution.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 7th day of December 2021 by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 7th day of December 2021.

Anita Skinner
City Clerk

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RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
DECLARING ITS INTENT TO CONSIDER REAUTHORIZING THE SUISUN CITY
HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT
AND THE ASSESSMENT LEVY FOR THE DISTRICT FOR
FISCAL YEAR 2020, AND SETTING A PUBLIC HEARING
TO CONSIDER THESE MATTERS FOR DECEMBER 21, 2021**

WHEREAS, the California Streets and Highways Code Section 36500 *et seq.* authorizes cities to establish parking and business improvement areas for the purpose of promoting economic revitalization and physical maintenance of business districts in order to create jobs, attract new business and prevent erosion of the business district; and

WHEREAS, the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District, was formed at the request of the Main Street-Waterfront Business Improvement District Formation Committee (Committee) by City Council adoption of City Ordinance No. 667 on April 18, 2003; and

WHEREAS, at the request of the Committee, Ordinance No. 667 established an annual special assessment on all businesses within the Main Street-Waterfront Business Improvement District, commonly known as the Suisun City Historic Waterfront Business Improvement District, (District), which said assessment must be renewed annually by City Council; and

WHEREAS, the Main Street-Waterfront Business Improvement District Board of Directors (Board) has requested the that Suisun City Council renew the special assessment on all business within the BID; and

WHEREAS, renewal of the special assessment may occur only after City Council conducts a noticed public hearing pursuant to the Parking and Business Improvement District Area Law of 1989, Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Suisun City does hereby determine that:

1. The recitals set forth herein are true and correct.
2. The City Council does, at the request of the Board, and pursuant to the California Streets and Highways Code, declare its intent to consider reauthorizing and renewing the “Main Street-Waterfront Business Improvement District” (District).
3. The boundaries of the entire area to be included in the District, and the boundaries of each separate benefit zone within the District, are set forth in the Map, EXHIBIT A, incorporated herein by reference. A true and correct copy of the map is on file with the City Clerk of the City of Suisun City.
4. The types of improvements and activities proposed to be funded by the levy of assessments on business in the District are in EXHIBIT B hereto and incorporated by reference.
5. The City Council intends to consider reauthorizing the District and renewing the levy of an annual benefit fee on businesses in the District to pay for selected improvements and activities of the District.

6. All funds of the District shall be expended on improvements and activities within the District.
7. The method and the basis for levying the benefit fee on all the businesses within the District are set forth in the EXHIBIT C hereto, incorporated herein by reference.
8. The Annual Benefit fees shall be incorporated into the City Business License fee for those businesses within the District and shall be due and payable as part of obtaining the required City Business License pursuant to City Code Title 5.
9. A public hearing to consider re-authorization of the District is hereby set for **December 21, 2021, at 6:30 p.m.** before the City Council of the City of Suisun City, at the City Council Chambers at 701 Civic Center Blvd., Suisun City, CA 94585.
10. At the public hearing, the testimony of all interested persons, for or against the establishment of the District, interested in matters concerning the boundaries of the District, the areas of benefit within the District and the assessments to be levied, will be heard.
11. A protest against the District, or any aspect of it, may be made orally or in writing. An oral protest shall be made at the said public hearing. To count in the majority protest against the District, a protest must be in writing. A written protest may be withdrawn from record at any time before the conclusion of the public hearing. Each written protest shall contain a written description of the business in which the person signing the protest is interested, sufficient to identify the business, and its address. If the person signing the protest is not shown on the official records of the City of Suisun City as the owner of the business, then the protest shall contain or be accompanied by written evidence that the person is the owner of the business. Any written protest as to the regularity or sufficiency of the proceedings shall be in writing and clearly state the irregularity or defect to which objection is made.
12. If, at the conclusion of the public hearing, there are of record, written protest by the owners of the businesses within the District that will pay fifty percent (50%) or more of the total assessments of the entire District, no further proceedings to create the District shall occur. New proceedings to reauthorize and renew the District and levy the benefit assessment fee shall not be undertaken again for a period of at least one (1) year from the date of the finding of the majority written protest by the City Council. If the majority written protest is only as to an improvement or activity proposed, then that type of improvement or activity shall not be included in the District.
13. Further information regarding the proposed Main Street-Waterfront Business Improvement District may be obtained from the City Clerk of the City of Suisun City, at Suisun City Hall, 701 Civic Center Blvd., Suisun City, CA, and or by calling (707) 421-7309.
14. The City Clerk is instructed to provide notice of the public hearing as follows:
 - a. Publish this Resolution of Intention in a newspaper of general circulation in the City of Suisun City once, at least ten (10) days before the hearing.
 - b. Mail a complete copy of this Resolution of Intention to each and every business owner in the District within seven (7) days of the adoption of this Resolution by the City Council.

15. This Resolution is effective on its adoption.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City held on Tuesday the 7th day of December 2021 by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

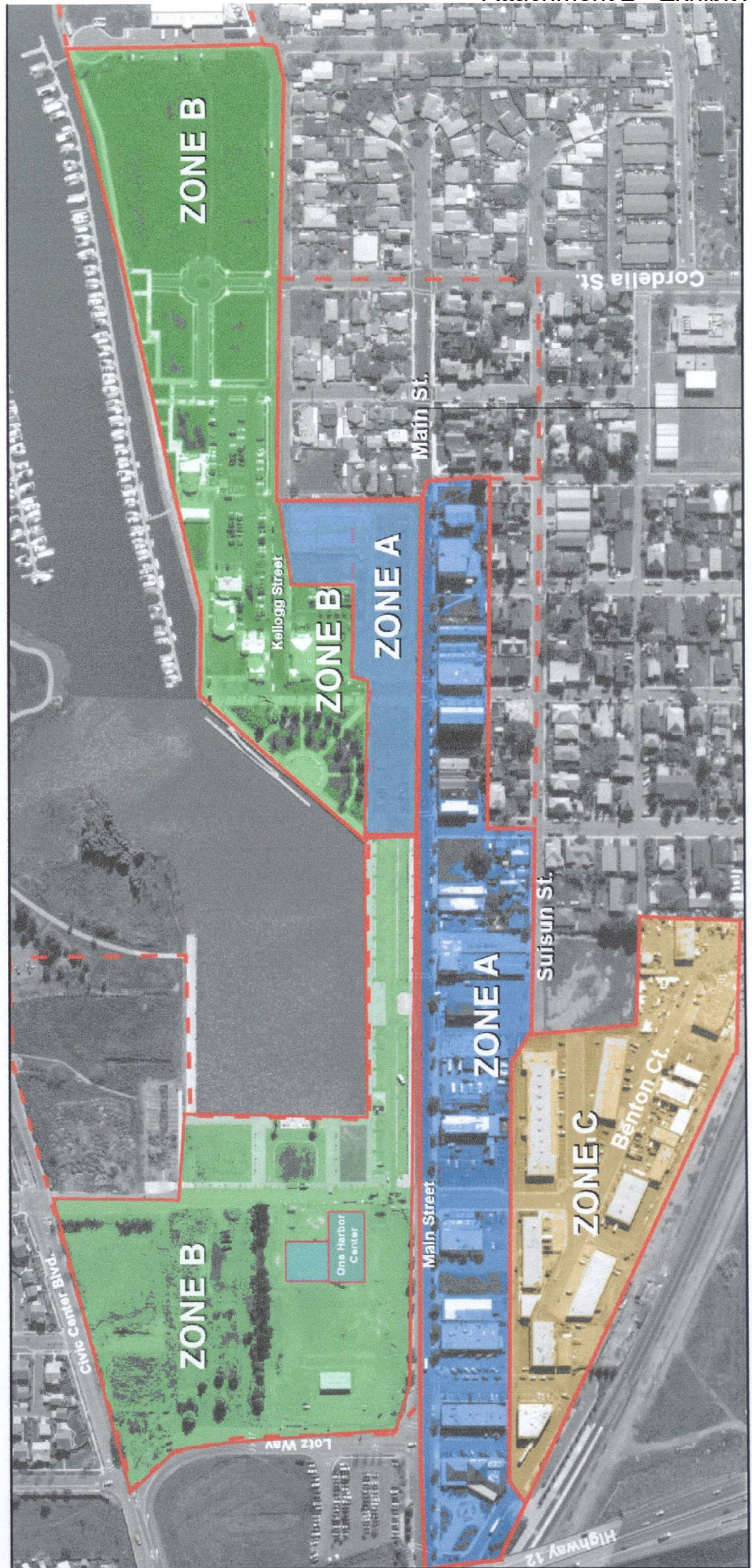
WITNESS my hand and the seal of said City this 7th day of December 2021.

Anita Skinner
City Clerk

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EXHIBIT A (3)

**PROPOSED SUISUN CITY DOWNTOWN - WATERFRONT
BUSINESS IMPROVEMENT DISTRICT (BID)
BOUNDARY MAP**



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EXHIBIT “B”

Purpose and Use of Benefit Assessments.

The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the District are as follows:

a. The acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following improvements:

- (1) Benches;
- (2) Trash receptacles;
- (3) Decorations;
- (4) Signage;
- (5) Facade improvements;
- (6) Permanent landscaping.

b. Activities including but not limited to the following:

- (1) Promotion of public events which benefit businesses in the area and which take place on or in public places within the area;
- (2) Furnishing of music in any public place in the area;
- (3) Activities which benefit businesses located and operating in the area, including but not limited to commercial shopping and promotional programs.
- (4) Trash clean up.

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EXHIBIT “C”

DISTRICT ASSESSMENT FORMULA

Proposed 2022 Benefit Fee Formula Matrix:

Type of Business	Assessment Amount
Retailers and Restaurants	\$200
Service and Professional Businesses	\$100
Personal Services (such as hair dressers, barbers, massage therapists, manicurists/pedicurists, etc.)	\$25
Commercial Cannabis Businesses	\$1,000
Lodging	\$10 per room
Financial Institutions	\$500

Business Type Definitions:

Retail and Restaurant: Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods and drinks.

Service Businesses: Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, entertainment businesses such as theaters, etc.

1 Professional Businesses: Includes Architects, Engineers, Attorneys, Dentists,
2 Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgage Brokers
3 and most other businesses that require advanced and/or specialized licenses and/or
4 advanced academic degrees.

5 Personal Services: Individuals/Businesses that have their own business license and
6 rent “stalls” or space within a building to provide personal services, such as hair
7 dressers, barbers, massage therapists, and manicurists/pedicurists.

8
9 Lodging: Includes renting rooms by the day or week to community visitors.

10 Financial Institutions: Includes banking and savings and loan institutions as well as
11 credit unions, etc.

12
13 Commercial Cannabis Business: Includes any retail or non-retail commercial
14 operation that is licensed under the city’s commercial cannabis ordinance.

Suisun Historic Waterfront BID							
2021 Budget DRAFT							
					2021 Adopted Budget	Actual 1-1-21/ 10-31-21	2022 Proposed Budget
	Ordinary Income/Expense						
		Income					
		REVENUE					
			Mothers Day Income		10,000.00	0.00	10,000.00
			Business Assessments		11,875.00	10,400.00	10,400.00
			Art Wine Income		10,000.00	13,562.00	14,000.00
			Total REVENUE		31,875.00	23,962.00	34,400.00
			Transfer from reserve		12,000.00	12,000.00	8,000.00
		Total Income			43,875.00	35,962.00	42,400.00
		Expense					
			Advertising Expense				
			Electronic Media		650.00	1,471.32	650.00
			Print Media		1,500.00	1,000.00	1,500.00
			Social Media Campaigns		600.00	500.00	600.00
			Marketing Program		11,250.00	1,076.12	10,000.00
			Total Advertising Expense		14,000.00	4,047.44	12,750.00
		Event Expenses					
			Art, Wine & Chocolate Festival		2,500.00	7,281.32	8,000.00
			Mothers Day Craft Faire		2,500.00	0.00	2,500.00
			Restaurant Week		2,000.00	500.00	2,000.00
			BID Mixer		600.00	0.00	600.00
			Total Event Expenses		7,600.00	7,781.32	13,100.00
		Operating Expenses					
			Accounting Fees		1,200.00	1,878.00	1,800.00
			Bank Charges		35.00	162.10	200.00
			Contract Labor		3,000.00	1,200.00	800.00
			Insurance		2,000.00	2,020.44	2,100.00
			Miscellaneous Expenses (banners, etc)		700.00	460.00	700.00
			Office Supplies		450.00	1,071.18	600.00
			Postage, shipping, delivery		400.00	0.00	300.00
			Tax Preparation		550.00	650.00	650.00
			Taxes		200.00	0.00	200.00
			Web Hosting & Upgrades		495.00	450.00	495.00
			Total Operating Expenses		9,030.00	7,891.72	7,845.00
			Beautification - Cleanup		14,400.00	10,260.00	8,000.00
		Total Expense			45,030.00	29,980.48	41,695.00
	Net Ordinary Income				-1,155.00	5,981.52	705.00
Net Income					-1,155.00	5,981.52	705.00

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SUISUN CITY HISTORIC WATERFRONT BUSINESS IMPROVEMENT DISTRICT 2021 ANNUAL REPORT TO THE CITY COUNCIL

(Submitted to City of Suisun City staff on 11-19-21)

Greetings Mayor Wilson, Suisun City Council Members and City Staff:

The Suisun City Historic Waterfront Business Improvement District (SCHWBID) is pleased to submit the attached annual report to the City Council. The report includes the following:

- **SCHWBID End of Year Report 2021** – Recaps our activities for 2021.
- **SCHWBID Proposed Program of Work for 2022 – Future plans for 2022**
- **2021 Profit and Loss Statement (Income and Expenditures) vs. 2021 Budget**
- **Proposed 2022 SCHWBID Budget**

SCHWBID End of the Year Report 2021

SCHWBID experienced a very unusual year because of the COVID-19 pandemic crisis. In recent months, the SCHWBID has adapted in the new normal that emerges as the pandemic recedes and made progress in getting the district back on track by doing the following:

- Collaborating with Solano Diversified Services for the beautification of the district by litter pickup maintenance three times a week.
- Communication and assistance for SCHWBID with members was of most importance offering fee waivers assistance.
- Monthly Meetings – A meeting was held each month with the BID Board of Directors with a quorum each month. With the assistance of the City Manager's office, meeting notifications to all BID members are being sent; the city has hosted these meetings and they are recorded on Zoom. When there are pressing issues, the board has scheduled an additional meeting. The board meeting is frequently attended by department heads, and other city staff.

Summary and Highlights of 2021 Activities

Overview Status of 2021 Budget

BID fees and Art, Wine and Music income was received for 2021 as of October 31, 2021. The balance in all checking and savings accounts as of October 31, 2021 is \$35,008.85. We have a few more expenses to be paid for the Art, Wine and Music event as well as other expenses, including cleaning services for the fourth quarter of 2021.



2021 Achievements

Special Events

Our most visible activities are our special events. Unfortunately, COVID-19 Crisis forced us to cancel the Mother's Day Artisan Fair. We were however, able to hold Restaurant Week in January and Art, Wine and Music (Waterfront Festival) in October.

2022 Proposed Budget

The Board of Directors approved the budget at its November 18, 2021 meeting.

2022 Proposed Program of Work

As a result of the continuing uncertainty with Covid-19 business recovery, SCHWBID special events, lack of funding, and all work for the district being done on a volunteer basis, we will continue collaborating with three events for 2022: Restaurant Week, Mothers' Day Artisan Fair, and Art, Wine and Music (Waterfront Festival) in October. Our concentration will focus on marketing and environment cleanup of the district.

- **Media and Marketing** – A Media and Marketing Plan was written in 2021, but not fully implemented, including the following items:
 - Waterfront District Dining and Business Directory Brochure
 - Miscellaneous Opportunity Marketing in local channels
 - Website Updating and Promotion
 - E-Newsletters – To the public and the membership
 - Social Media
 - Brochure display at Harbormaster Office and other places
 - Signage, which we hope to be working with the City through ARPA funding.
- **New Business Orientation Program/Welcome Package**
- **Reinstatement of Business Watch**



The Board of Directors wants the Waterfront District and its businesses to succeed, increase the economic vitality of the area, be a clean and safe place for residents and visitors, and have a vibrant downtown area with empty buildings occupied and empty lots with new buildings and businesses. We realize that because of current economic conditions that this vision will be delayed. We look forward to working with the City of Suisun City again in the coming year, and provide input for future projects in the district, The Waterfront District in Suisun City is a special place in the Suisun City community and hopes to remain economically viable in years to come. SCHWBID looks forward to continuing its efforts to enhance it to the benefit of all involved.



Resolution of Intent to Reauthorize Waterfront District BID

CITY COUNCIL
DECEMBER 7, 2021

1



Background

- Ordinance No. 667 (2003) Established BID.
- California Streets and Highways Code (Section 36500 - Parking and Business Improvement Area Law of 1989.
- The City levies assessments annually.
- Each year since 2003, the Council has reauthorized the continued operation of the District.

2



Two-Step Reauthorization Process.

As specified in the California Streets and Highways Code, there is a two-step process in reauthorizing the BID:

- Step 1: Accept Assessment Report from BID relative to any proposed changes and the operation of the District and set a public hearing date and time (no sooner than 10 days after adoption of Resolution of Intent).
- Step 2: At a Public Hearing, after specific notification requirements, the City Council may reauthorize the District.

3





Staff Recommendation

It is recommended that the City Council:

- Adopt Resolution No. 2021-__: Approving the Annual Assessment Report for the Waterfront District Business Improvement District.
- Adopt Resolution No. 2021-__: Declaring its Intent to Consider Reauthorizing the Suisun City Historic Waterfront Business Improvement District and the Assessment Levy for the District for Fiscal Year 2022, and Setting a Public Hearing to Consider these Matters for December 21, 2021.

4



Questions?

5

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AGENDA TRANSMITTAL

MEETING DATE: December 7, 2021

CITY AGENDA ITEM: Consider Resolution No. 2021- Setting a Public Hearing for December 21, 2021 to consider extending FAST bus routes 5 and 6 and approve a budget of \$50,000 for the Solano Transportation Authority (STA) local taxi program using Transportation Development Act (TDA) funding.

FISCAL IMPACT: There is no fiscal impact to the General Fund.

STRATEGIC PLAN IMPACT: Ensure Public Safety

BACKGROUND: The City has participated in the Fairfield and Suisun Transit (FAST) fixed route bus system for many years. FAST Routes 5 and 6 bus service will end on December 31, 2021 and Suisun City will be transitioning to Micro Transit to service the public transportation needs within the city. On November 2, 2021 the City agreed to modify the Lyft program as a transition to micro transit and staff said we would come back in December with some options to make sure no one was left behind in the transition.

STAFF REPORT: STA has been developing several service options to replace Routes 5 and 6 including partnering with the Rio Vista Delta. Upon further investigation, the contract would include a modification through Caltrans and will not be available beginning January 1st. However, in discussions with FAST, they are willing to extend the contract through next calendar year for routes 5 and 6 at the existing service level through June 30th, and then reduce the service level by 75% as of July 1st through December 31st. They will also continue to provide DART paratransit through the calendar year. The cost to do so will be \$613,000.

FAST has requested to claim \$2.7M in 5307 UZA funds, of which \$613,000 would go toward the extension of route 5 and 6 service through calendar year 2022. STA staff supports funding this cost through a special fund called 5307 UZA funds controlled by MTC so there would be no additional cost to Suisun City either through General Funds or through Transportation Development Act (TDA) funds.

The STA Board will be considering this at their next Board meeting on December 8th. If Council supports this and the Board supports this, then a Public Hearing will be set on December 21st to consider modifying the agreement with FAST through calendar year 2022, with full service through June and reduced service from July through December. This should give more than sufficient time to put into place additional options for transit, including micro transit, so that no one is left behind.

In addition, staff needs direction on the budget for the STA local taxi service. STA staff is recommending \$50,000 as the ridership under the FAST program is very limited. Allocating \$50,000 of TDA funding will leave Suisun City with approximately \$275,000 in unallocated TDA funding.

PREPARED /APPROVED BY:

Greg Folsom, City Manager

RECOMMENDATION: It is recommended that the City Council:

1. Receive update on Transit and Consider Adoption of Resolution No. 2021-___: Setting a Public Hearing for December 21, 2021 to consider extending FAST bus routes 5 and 6 and approve a budget of \$50,000 for the Solano Transportation Authority (STA) local taxi program using Transportation Development Act (TDA) funding

ATTACHMENTS:

1. Resolution No. 2021-___: Setting a Public Hearing for December 21, 2021 to consider extending FAST bus routes 5 and 6 and approve a budget of \$50,000 for the Solano Transportation Authority (STA) local taxi program using Transportation Development Act (TDA) funding

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
SETTING A PUBLIC HEARING FOR DECEMBER 21, 2021 TO CONSIDER
EXTENDING FAST BUS ROUTES 5 AND 6 AND APPROVE A BUDGET OF \$50,000
FOR THE SOLANO TRANSPORTATION AUTHORITY (STA) LOCAL TAXI
PROGRAM USING TRANSPORTATION DEVELOPMENT ACT (TDA) FUNDING**

WHEREAS, there is an opportunity to continue FAST bus routes 5 and 6 using special 5307 UZA funding; and

WHEREAS, Staff from Suisun City, Fairfield, and STA supports using this special funding; and

WHEREAS, continuing routes 5 and 6 would require a public hearing since funding for those routes was to be eliminated as of December 31, 2021; and

WHEREAS, the public hearing must be held on December 21, 2021 in order to ensure no break in service; and

WHEREAS, Council needs to approve a budget for the STA local taxi service; and

WHEREAS, STA staff believes \$50,000 will be sufficient based on the prior usage of local taxi service; and

WHEREAS, sufficient unallocated TDA funding is available.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Suisun City hereby authorizes the City Manager, or his designee, to execute a lease agreement with Flock Group Inc., or its assignee, for automated license plate readers.

PASSED AND ADOPTED at the Regular Meeting of the City Council of the City of Suisun City duly held on December 7, 2021, by the following vote:

AYES:	Council Members:	_____
NOES:	Council Members:	_____
ABSENT:	Council Members:	_____
ABSTAIN:	Council Members:	_____

WITNESS my hand and the seal of said City this 7th day of December 2021.

Anita Skinner
City Clerk