

**AGENDA**  
**REGULAR MEETING OF THE**  
**SUISUN CITY PARKS AND RECREATION COMMISSION**  
**701 CIVIC CENTER BOULEVARD**  
**SUISUN CITY, CALIFORNIA**  
**7:00 P.M., WEDNESDAY, SEPTEMBER 2, 2015**

**A. ROLL CALL**

**B. PUBLIC COMMENT**

**C. PRESENTATIONS, ANNOUNCEMENTS AND APPOINTMENTS**

**D. CONSENT CALENDAR**

Consent Calendar items requiring little or no discussion and acted upon with one motion.

1. a. Minutes of the July 15, 2015 Parks and Recreation Commission meeting.

**E. GENERAL BUSINESS**

1. Lawler Ranch Park Phase II Update
2. Montebello Vista Assessment District Update
3. Review of Draft Marina Berth Agreement
4. Discussion Regarding the Live Streaming, Recording, and Archiving of Parks and Recreation Commission Meetings

**F. REPORTS**

1. Staff
  - a. City Council Agenda
  - b. Park Development Fund
  - c. Recreation/Community Center
  - d. Marina Report
  - e. Senior Center Report
  - f. City Parks Inspection Reports
  - g. Other
2. Commission Members
3. Chairman

**G. ADJOURNMENT**

I, \_\_\_\_\_ of the City of Suisun do certify that this Agenda was posted by 12:00 noon, on Saturday, preceding this meeting at the following locations:

- a. Suisun City Hall, 701 Civic Center Blvd.
- b. Suisun City Fire Department, 621 Pintail Drive
- c. Suisun City Senior Center, 611 Village Drive

**CITY OF SUISUN CITY  
PARKS AND RECREATION COMMISSION  
MINUTES OF JULY 15, 2015**

Director Mick Jessop called the meeting to order at 7:00 p.m.

**A. ROLL CALL**

Present: Chairman Angel Borja, Vice-chair John Pierce, Commissioner Roger Begley, Commissioner Tom Conley, Commissioner Jan Davenport

Absent: Commissioner Al Gacosta

Staff: Mick Jessop, Randy Davis, Cathy Rader

Audience:None

**B. PUBLIC COMMENT: None**

- C. PRESENTATIONS, ANNOUNCEMENTS, APPOINTMENTS:** Director Jessop introduced the new Interim Recreation and Community Services Director Randy Davis. Director Jessop stated that Mr. Davis retired after 34 year career in Parks and Recreation. He was previously the Parks and Recreation Director for the City of American Canyon and the City of Dixon. Director Jessop announced that Director Davis will be the Interim Director for a minimum of 3 months.

**D. CONSENT CALENDAR**

Approval of Minutes:

The minutes of the June 17, 2015 meeting were approved with a 4-0 vote.

Motion to approve made by Commissioner Jan Davenport and seconded by Commissioner Tom Conley.

**GENERAL BUSINESS**

1. Lawler Ranch Park Update: Director Jessop announced that Interim Director Davis will make a presentation at the July 21 City Council meeting regarding the recommended approval of the Lawler Ranch Park Phase II construction bid, which includes alternates A, B, C and D. Director Jessop invited the commissioners to attend the City Council meeting to help with any questions that City Council may ask.
2. Heritage Park Improvement: Director Jessop reported that Lee Hubbard with the Senior Softball League painted and replaced all the backstop boards and worked on the field. Director Jessop stated that it's been about ten years since it was last renovated.
3. Cepeda International/Lambrecht Sports Complex Update: Director Jessop announced that Cepeda International began managing the sports complex as of July 3, 2015. He said that Cepeda International has started to maintain the fields and will be making improvements to the complex.
4. Montebello Vista Assessment District: Director Jessop reported that votes pertaining to the Montebello Vista Assessment District fee increase were counted at the last City Council meeting. Out of 239 Montebello Vista residents that voted, 150 residents voted not to increase the \$75 yearly assessment fee so the proposed changes did not pass. Director Jessop stated that it would take

approximately \$15,000 a year to maintain Montebello Vista Park and approximately \$30,000 was spent on the voting process.

## **E. REPORTS**

### **1. Staff**

- a. City Council Agenda: Director Jessop restated that Interim Director Davis will present the Lawler Ranch Park Phase II construction bid agenda item at the July 21 City Council meeting.
  - b. Vice-chair John Pierce stated that some residents may not understand why the City is expanding Lawler Ranch Park while not maintaining Montebello Vista Park. John asked if the ballots were mailed to the property owners or to the renters. Director Jessop answered that they were mailed to the property owners. Director Jessop stated that approximately one-third of the ballots sent out were returned.
  - c. Park Development Fund: Director Jessop reported that the Park Development Fund has a balance of \$1,138,000.
  - d. Recreation/Community Center Report: Coordinator Cathy Rader reviewed the Recreation/Community Center Report.
  - e. Marina Report: Director Jessop announced that the new Marina Supervisor, Justin Houde, started on July 1 and worked the long 4<sup>th</sup> of July holiday. Justin's background includes the U.S. Coast Guard and he has Marina experience on the Delta. The Marina Report was discussed. Director Jessop added that there is a zinc issue in the Marina and staff has concerns with outdrives, propellers, and electrical systems. Chairman Borja asked how staff found out that there was a zinc problem. Director Jessop said that staff found boats on both sides of the Marina with zinc related problems and now tests need to be made to determine what is causing the problem. Vice-chair Pierce asked if there was significant damage. Director Jessop answered that propellers were mostly affected.
  - f. Senior Center: The Senior Center newsletter was reviewed. Director Jessop reported that the Senior Dinner is scheduled for Thursday, July 30 and that barbeque tri-tip is on the menu.
  - g. City Parks Inspection Reports: Commissioner Davenport turned in her inspection reports.
  - h. Other: None
2. Commission: Commissioner Davenport reported that a trailer has been parked behind Babs and asked what it was utilized for. Director Jessop said he would look into it. Vice-chair Pierce reported there is spray paint damage on a bench and concrete on the west side of Lawler Ranch Park. Chairman Borja commented that the 4<sup>th</sup> of July Suisun City fireworks were awesome this year. Director Jessop added that the Suisun City Community Services Foundation will be ordering the Lawler House Christmas Ornaments. Director Jessop announced that the Ramos Circus will be in Suisun City August 5 through August 17 on the corner of Marina Blvd. and Hwy. 12.
  3. Chairman: Chairman Borja asked for an update regarding the bike trail benches.

Director Jessop said he will check on the status of the benches and report back at the August meeting. Chairman Borja said that he will attend the City Council meeting on Tuesday and requested that the agenda be sent to him.

**G. ADJOURNMENT**

There being no further business the meeting was adjourned at 7:50 p.m. Motion to adjourn was made by Commissioner Davenport and seconded by Commissioner Conley. Vote 4-0.

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Chairman

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Recreation Program &  
Administrative Coordinator

## AGENDA TRANSMITTAL

**MEETING DATE:** September 2, 2015

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**PARKS AND RECREATION COMMISSION AGENDA ITEM:** General Business 1.  
Lawler Ranch Park Phase II Update

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**BACKGROUND:** Work on Lawler Ranch Park was phased to ensure that there was sufficient funding for the maintenance of the park. The first phase was completed in 2007 and work on the second phase began in 2013. The firm of Gates and Associates performed the design work, helped conduct public outreach workshops, and prepared the construction documents.

The Phase II project went out to bid May 8, 2015 and bids were opened on June 3, 2015. Three bids were received. The base bid submitted by Sansei Gardens, Inc. of \$695,627 was the lowest bid received. Sansei Gardens' bid remained the lowest regardless of the combinations of additive bid alternates.

The Parks and Recreation Commission previously recommended that additive alternates A, B, C and D be included in the construction contract. Alternative A expands the size of the dog park and expands the park turf area, alternates B and C add additional open turf space and alternate D adds in-ground solar LED lights within the existing perimeter path.

At its July 21, 2015 meeting, City Council considered the awarding of the construction bid and the additive bid alternates recommended by the Commission.

City Council awarded the bid to Sansei Gardens, Inc. and elected to approve alternates A, B and C, but not D. Council was concerned about the effectiveness and maintenance of the in-ground solar LED lights. There was interest in possibly revisiting the need for additional lighting using a different type of lighting.

Special thanks go to Chairman Borja and Commissioner Davenport for staying three hours at the Council meeting to be available for this agenda item.

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**STAFF REPORT:** Sansei Gardens, Inc. is now in the process of providing submittals to the City. Submittals are shop drawings, material data, samples, and product data. The City will review the submittals to ensure that correct products, materials and quantities will be used during construction.

It is anticipated that a pre-construction meeting will be held in early September. Once the City issues a Notice To Proceed, Sansei Gardens, Inc. will have 15 days to start construction.

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**STAFF RECOMMENDATION:** Informational item. No action required, but Commission may discuss and comment on the Lawler Ranch Park Phase II project.

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**ATTACHMENTS:** None

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**PREPARED BY:**

**Randy Davis, Interim Recreation and  
Community Services Director**

## AGENDA TRANSMITTAL

**MEETING DATE:** September 2, 2015

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**PARKS AND RECREATION COMMISSION AGENDA ITEM:** General Business 2.  
Montebello Vista Assessment District Update

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**BACKGROUND:** The Montebello Vista Maintenance Assessment District (MAD) does not receive sufficient funds to cover expenses related to the maintenance of Montebello Vista Park. A District-wide vote was held to expand the MAD to include all homes in the District area and to increase the assessment amount for each home.

The votes were counted at the July 7, 2015 City Council meeting. The changes to the MAD did not pass with 132 homeowners voting no and 98 homeowners voting yes. There are a total of 685 parcels in the area.

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**STAFF REPORT:** A decision needs to be made regarding the future of Montebello Vista Park. Public Works, Recreation and Community Services and Administrative staff are now meeting periodically to explore options related to the park as a result of the vote not passing. In addition, staff is researching legal and risk management issues related to the options. There is no easy or obvious solution related to how this situation should be handled.

Some of the options that have been suggested include selling all or a portion of the park, exploring the possibility of leasing the land to an organization that provides recreational sports programs, closing the park, or leaving the park open with minimal maintenance. Not all of these options may be practical, feasible or legal, and that is why staff is conducting its research.

It is anticipated that this item will be going to City Council in October, probably on October 6, 2015.

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**STAFF RECOMMENDATION:** Commissioners have the opportunity to discuss and comment on the Montebello Vista Park situation. Staff's research has not been completed in order to provide more information regarding each identified option.

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**ATTACHMENTS:** None

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**PREPARED BY:**

**Randy Davis, Interim Recreation and  
Community Services Director**

## AGENDA TRANSMITTAL

**MEETING DATE:** September 2, 2015

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**PARKS AND RECREATION COMMISSION AGENDA ITEM:** General Business 3.  
Review of Draft Marina Berth Agreement

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**BACKGROUND:** The existing Marina Berth Rental Agreement has not been updated for many years. The Agreement still references the Redevelopment Agency, which no longer exists. There is a need update and augment some sections of the Agreement and Marina House Rules for clarity and enforcement purposes.

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**STAFF REPORT:** Director Mick Jessop, Interim Director Randy Davis, and Marina Supervisor Justin Houde have been working to update the Marina Berth Rental Agreement. At this point, Recreation and Community Services staff has a draft of the new Agreement that will be reviewed by the Parks and Recreation Commission as well as other City staff before the final version of the document is completed.

Highlights of the changes to the Marina Berth Rental Agreement are as follows:

- a. Deletes all references to the Redevelopment Agency.
- b. Corrects typos.
- c. Clarifies or augments some sections of the Agreement and Marina House Rules.
- d. Makes clear that vessels must not only be seaworthy, but must be capable of navigating under its own power.
- e. Clarifies that vessels cannot be used for storage.
- f. States that tarps are not permitted unless approved by the Marina Supervisor.
- g. States that no vessel may protrude 4 feet or more past the end of the dock.
- h. Requires Tenants to provide written notice that they are staying overnight aboard vessels to help staff track the number of overnight stays and to minimize staff bothering Tenants aboard their vessels. Tenants are permitted to stay overnight 2 nights a week or 8 days a month. Liveaboards are not permitted.
- i. Emphasizes that vessels must have current registration.
- j. States that tenants shall not allow the vessel to go above the vessel's occupancy rating.

Attached are the Revised Draft Agreement Showing Changes and also a clean copy of the Revised Draft Agreement. The version showing changes let you see what language was removed from the document (strikethrough) and what words were added (red).

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**STAFF RECOMMENDATION:** It is recommended that the Parks and Recreation Commission review the Draft Marina Berth Agreement and provide comments and suggestions at the September 2, 2015 meeting.

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**ATTACHMENTS:**

1. Revised Draft Agreement Showing Changes 8-24-15
  2. Revised Draft Agreement (Clean Copy) 8-24-15
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**PREPARED BY:**

**Randy Davis, Interim Recreation and  
Community Services Director**

**CITY OF SUISUN CITY MARINA  
BERTH RENTAL AGREEMENT**

Please print or type and complete all information requested below

TENANT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

AUTOMOBILE LICENSE # \_\_\_\_\_ STATE OF REGISTRY \_\_\_\_\_

**VESSEL INFORMATION:**

REGISTERED OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

LEGAL OWNER OR LIENHOLDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_

LENGTH: \_\_\_\_\_ ENGINE MAKE: \_\_\_\_\_ H.P.: \_\_\_\_\_

MAX. OCCUPANCY \_\_\_\_\_ CALIFORNIA REGISTRATION (CF#): \_\_\_\_\_

INSURANCE PROVIDER: \_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_ RENEWAL DATE: \_\_\_\_\_

HOLDING TANK:            YES            NO            (CIRCLE ONE)

SLIP OR SPACE NUMBER: \_\_\_\_\_ MONTHLY RENTAL: \$ \_\_\_\_\_

SECURITY DEPOSIT: \$ \_\_\_\_\_ RECEIPT #: \_\_\_\_\_

KEY NUMBERS: \_\_\_\_\_ KEY DEPOSIT: \_\_\_\_\_ RECEIPT #: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_

This Rental Agreement is made and entered into by and between the City of Suisun City ~~Redevelopment Agency~~ (hereinafter referred to as "Agency" "City") and the above named tenant (hereafter referred to as "Tenant") for the rental of berthing space for a vessel under the following terms:

1. ~~Agency~~ City hereby rents to Tenant, the berthing space identified by the slip or space number shown above, or such other space as the parties may agree upon in writing, for a month to month term beginning on the effective date shown above except for the first month, which may begin after the first day of a calendar month. The term shall be from the first day to the last day of each calendar month.
2. Berthing fees shall be paid in advance. Tenant shall pay to ~~Agency~~ City the monthly rent shown above on or before the first day of the month for which rent is due. Payment shall be made payable to the City of Suisun City, ~~Harbor Master office~~, 800 Kellogg Street, Suisun City ~~or other location as designated in writing by the Agency~~. Payments not received by the tenth day of the month shall be subject to a late charge of \$20.00, or as otherwise set by the ~~Agency~~ City. If an account is delinquent over 30 days, the Marina Supervisor or City shall take all steps authorized by law to recover said delinquent fees. All costs involved in recovering monies owed the marina or City shall be paid by the Tenant. Checks returned for insufficient funds shall be charged ~~\$20~~ \$25.00 as set by the City.
3. Either party may terminate this agreement by giving written notice of intent to terminate. If tenant delivers to the Marina Supervisor his/her notice of intent to terminate prior to the 15<sup>th</sup> day of the month, the agreement may be terminated effective the first day of the following month. If the notice is delivered to the Marina Supervisor after the 15<sup>th</sup> day of the month, it shall be effective on the last day of the following month and Tenant shall be obligated to pay all rental fees due during this period. Marina Supervisor may terminate this agreement at any time by giving a 30 day notice of termination to Tenant, which shall be effective on the 30<sup>th</sup> day after notice is given.
4. Tenant accepts the rental space as is and acknowledges that it is in good repair and suitable for its intended purpose. Tenant waives any claim it may have against the ~~Agency~~ City for damage to the berthed vessel arising from the size, location, ~~damage caused by other vessels not operated by City staff~~, or condition of the rented space.
5. ~~Agency~~ City acknowledges the receipt of the security deposit shown above which ~~Agency~~ City shall retain as a deposit for Tenant's faithful performance of this Rental Agreement. The security deposit will bear no interest. Upon termination of this agreement, the security deposit shall be returned to Tenant, less any damages caused by Tenant other than ordinary wear and tear and/or to satisfy any unpaid rental obligations; to remedy any other default hereunder.
6. The ~~Agency~~ City does not accept any vessel for storage, shall not be held liable in any manner for the safe keeping or condition of the same, and is not responsible therefore as a warehouseman, but the relationship between parties is that of landlord and tenant. The berth shall be used at the sole risk of the Tenant, and ~~Agency and the City of Suisun City~~ shall not be liable or responsible for the care or protection of the vessel, including gear, equipment and contents or loss or damage of whatever kind or nature to the vessel, its contents or equipment ~~howsoever occasioned~~, including the consequence of

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any power interruption. There is not warranty of any kind as to the condition of the ~~Agency's~~ City's facilities, any portion thereof, including utilities, floats, walks, gangways, ramps or mooring gear. The ~~Agency and City of Suisun City~~ shall not be responsible for injuries to persons or property occurring thereon or on any part of the premises or for any other reason whether herein specifically stated or not. Tenant agrees to indemnify and hold harmless the ~~Agency and City of Suisun City~~ and its employees and agents, of and from any and all claims, demands or charges arising by reason of the storage **berthing** of the Owners vessel, and equipment thereon or used therewith or the acts of the Tenant, his/her invited guests while on ~~Agency~~ **City** property or any cause whatsoever.

7. Tenant agrees that the right to use a berth shall terminate in the event that payment is not received within 30 days of the due date, and hereby consents that upon such delinquency the Marina Supervisor may take exclusive possession of the vessel described below for the purpose of storage at Tenants expense until such time as Tenant shall pay all monies due for storage, berthing space and transportation. The storage fee shall be \$20.00 per day or as set by the ~~Agency Board~~ **City**, and shall be assessed beginning on the same date that the Tenant's right to use the berth is terminated. The ~~Agency~~ **City** shall acquire a possessor lien therefore under the provision of Section 501 ~~et seq~~ of the Harbors and Navigation Code of the State of California. If the Tenant does not reinstate the berthing contract or redeem the vessel as provided above within 30 days of delinquency, ~~Agency~~ **City** may exercise its right to sell the vessel for charges under Section 501 ~~et seq~~ of the **Harbors and Navigation Code of the State of California**. Tenant hereby waives all defenses and exemptions under all federal, state and local statues which would protect the Tenant's vessel from seizure, lien or encumbrance as set forth above.

Tenant agrees not to remove, or cause to be removed, permanently from the marina, any vessel upon which berth fees or any other proper charges owing to the ~~Agency~~ **City** are delinquent, without first paying all such delinquent charges. Tenant agrees that the Marina Supervisor may take all legal steps necessary to prevent the removal of a vessel on which delinquent charges are owing, including moving or securing such vessel to the marina facilities by means of chains, locks or other devices.

8. Tenant agrees that he/she shall not discharge or dump, or allow to be discharged or dumped; any solid or liquid waste into the surrounding waters, including any chemical or other substance the dumping of which violates any state or federal law or regulation or is otherwise harmful to the environment. Any violation of this provision shall be grounds for immediate termination of this agreement **and immediate eviction from the marina**.
9. If the vessel is equipped with a marine toilet(s) which discharges into the surrounding waters it shall be rendered inoperable while the vessel is berthed under this agreement unless it is equipped with an adequate holding tank, incinerator, re-circulating device or other equipment designed to prevent the discharge of sewage into surrounding waters. The adequacy of such a system shall be determined in writing by the Marina Supervisor or any other officer of the ~~City of Suisun City~~ or Solano County charged with making such determination.

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10. Tenant acknowledges having received and read the "Suisun City Marina House Rules for Berths and Grounds" and agrees to follow rules as set forth therein, and as may be amended from time to time, as a part of this berth rental agreement. Tenant agrees that the Marina Supervisor may revoke this agreement for any failure by the Tenant to comply with all provisions of the City Code, this agreement, or the Marina Rules and Regulations, as may be amended from time to time. The ~~Agency~~ **City** may remove the vessel from its mooring space at the Tenant's risk, retake possession of the mooring space, and reassign the space to other persons.
11. ~~Agency~~ **City** reserves the right to alter or amend the terms and conditions of this Rental Agreement, including berthing and electrical rates, by giving 30 days written notice to Tenant of such changes.
12. Tenant shall comply with all federal, state and local laws, including maintaining current vessel registration and insurance.
13. Tenant shall not assign, sublet or in any manner transfer any rights under this agreement with respect to any portion of the berthing space described above, nor allow any vessel other than the one described above to use the berthing space described above, without prior written permission of the Marina Supervisor. Tenant agrees to give written notice to the Marina Supervisor within 10 days of any change in ownership of the vessel described above.
14. Tenant shall moor their vessel securely, using good line and fenders to avoid damage to the docks or other vessels.
15. The Marina Supervisor, who is an employee of the ~~Agency~~ **City**, or any other person designated by the ~~Executive Director/ Harbor Master~~ **City Manager/Harbor Master** of the ~~Agency~~ **City**, shall be responsible for interpreting and enforcement of the rules and regulations pertaining to marina use by Tenant under this agreement. Tenant shall comply with all orders and requirements imposed by said Marina Supervisor or other officials under this agreement. Tenants understands that all vessels entering into or using the marina facilities, whether or not the vessel described above, shall be subject to the authority and direction of the Marina Supervisor. Marina Supervisor will **notify Tenant of there being a** red tag of any vessel in violation of the terms of this agreement. The first instance is a warning; second instance will result in a 30 day notice to vacate the berth.
16. All keys that operate the dock gate locks are the property of the Marina and may be claimed by the ~~Agency~~ **City** at any time. Upon payment of the Key Deposit set forth above and upon request by the Tenant, ~~Agency~~ **City** shall provide Tenant with up to 3 keys to the gate leading to the slip or space number described above. **Duplication of City keys is not permitted.** All gates are to be kept locked at

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all times except during egress and ingress. The Marina Supervisor reserves the right to regulate the entry of any person not accompanied by the Tenant.

17. The berth and/or other mooring facilities may not be used for temporary or permanent living as defined by Suisun City Code, Ordinance No. 647 and referenced as liveaboard.
18. Tenant agrees to pay Agency City for electricity at metered berth(s) as established in the Suisun City Master Fee Schedule.
19. If the Tenant's vessel is or becomes unseaworthy or unable to move on its own power, it shall be removed from the berth by order of the Marina Supervisor or City Manager within a specified timeline. The Marina Supervisor may require Tenants to demonstrate that the vessel is seaworthy and capable of navigating under its own power.
20. The Tenant shall be responsible for all costs associated with the cleanup, containment and disposal of hazardous materials from his or her vessel or damages caused to Agency City or other personal property.
21. Tenant agrees that no welding equipment, burning torch, barbecues, or any other open flame apparatus shall be used within the confines of the marina without prior written authorization of the Marina Supervisor, and then only in the area and within the time specified by the Marina Supervisor in the written authorization.
22. Tenant agrees that in the event the vessel described above, or any other vessel for which Tenant is responsible, should become wrecked or sunk within the marina, the Tenant shall mark its position immediately by buoy or beacon by day or and by an electric light visible for 100 yards by night, and maintain such markings until the obstruction is removed. Tenant also agrees to immediately commence removal of said vessel and prosecute the removal diligently to completion. Tenant further agrees that should he/she fail to immediately and diligently remove said obstruction, the Marina Supervisor may do so and Tenant shall pay all costs incurred in such removal.
23. Tenant agrees to and shall fill out an accident report provided by the Marina Supervisor within 12 hours of any collision or other incident which causes damage to any person, vessel, property, or Agency City facilities within the marina.
24. The possessory interest created under this berth license agreement is subject to property taxation and Tenant shall be subject to payment of property taxes levied in the possessory interest by the County of Solano.

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This Agreement is entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between:

TENANT\_\_\_\_\_

MARINA SUPERVISOR\_\_\_\_\_



**CITY OF SUISUN CITY  
RELEASE OF LIABILITY**

VESSEL OWNER: \_\_\_\_\_

VESSEL I.D. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

Owner assumes all risk of loss and/or delay respecting the transfer or tow of said vessel and to any persons, cargo, or personal property carried aboard from its current location to the berth assigned per berth rental agreement between the City of Suisun City ~~Redevelopment Agency~~ and Owner. Insurance, if any, with respect to transfer or tow and persons and personal property aboard shall be solely at Owner's option and expense.

**EXONERATION OF LESSOR**

Owner expressly waives all claims for damages and agrees that the City of Suisun City ~~Redevelopment Agency, and the City of Suisun City~~, shall not be liable for any damages or injuries to said vessel or for any damage or destruction of property belonging to Owner in or on said vessel or for any injuries to Owner or any person on said vessel.

**IDEMNITY FROM LIABILITY**

Owner shall hold harmless, defend at its own expense, and indemnify the City of Suisun City ~~Redevelopment Agency, the City of Suisun City~~, the marina, and the property of the ~~Redevelopment Agency~~ **City of Suisun City**, against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omission to act of owner or its officers, agent or employees in rendering services under this contract, excluding, however, such liability, claims, losses, damages or expenses arising from ~~City of Suisun City Redevelopment Agency and/or~~ the City of Suisun City's sole negligence or willful acts.

\_\_\_\_\_  
OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE



# CITY OF SUISUN CITY

## MARINA HOUSE RULES FOR BERTHS AND GROUNDS

### 1. SECURITY

- A. Boat owners and escorted guest(s) only allowed on docks and grounds.
- B. Keep all electronics and loose gear stored at home, locked below in cabin or in gear box.
- C. Report strangers, as well as unusual or suspicious behavior to the Marina Supervisor or Suisun City Police Department.

### 2. PARKING

- A. Parking is for your convenience.
- B. Unauthorized vehicles will be towed away.

### 3. THE FOLLOWING ACTS ARE PROHIBITED

- A. Willfully or negligently injuring, breaking, removing, or tampering with any part of another vessel.
- B. Allowing the use of the gangways, floats, docks, or vessel by minor person less than 16 years of age unless such person(s) is accompanied by an adult or such use is authorized by the Marina Supervisor.
- C. Dogs, cats or other animals on docks and grounds, unless such animal is on a leash or otherwise confined and in the immediate control of the animal's owner. Owner to dispose of animal droppings in trash dumpster.
- D. Fueling of any vessel at dock side from a container.
- E. Storage or use of toxic or flammable materials on gangways or docks.
- F. Disposal of toxic or flammable materials in the water, on the grounds or in the dumpsters.
- G. Alterations or modifications to the structures on or around a vessels berth, including but not limited to alterations or modifications to fresh water supply or electrical service.
- H. Allowing non-tenants or non-guests onto or into marina facilities.
- I. Allowing vessels to be used for storage as determined by the Marina Supervisor.
- J. Use of tarps, unless approved by the Marina Supervisor.

### 4. SANITATION

- A. If a vessel is equipped with a marine toilet(s), which discharges into surrounding waters, it shall be rendered inoperable while the vessel is berthed under the control of the Suisun City Marina.
- B. If equipped with an adequate holding tank or a sanitation system, the system must be approved by the U.S Coast Guard for discharging waste into surrounding waterways; toilets may be used while the vessel is berthed in the marina. The adequacy of such a system shall be determined by the Marina Supervisor or any official of the City of Suisun City or of Solano County charged with making such determinations.

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- C. Dumping of portable toilets will be permitted in controlled areas designated by the Marina Supervisor.
- D. A vessel found discharging waste into the waters of the Suisun Channel, while berthed at the Suisun City Marina, shall be issued an immediate notice to vacate the berth or tie-up.

#### 5. ELECTRICAL

- A. Dockside electrical cords and plugs will be kept in a safe condition at all times. If the condition of the cord or plug becomes electrically unsafe, it will be disconnected and red tagged for repair or replacement. Habitual abuse will result in power box being locked off by the Marina Supervisor.
- B. Any vessel found utilizing electric power in excess of a 60 watt light bulb when owner is not aboard, will be red tagged and disconnected from dockside electrical.
- C. The bilge system on vessels shall be self-contained, powered by 12 or 24 volt D.C. No bilge systems of 120 volt A.C will be connected to dockside electrical except in an emergency. Battery chargers shall not be connected to battery if battery is connected to the engine; this causes electrolysis which will damage your vessel and vessels around you. Vessels found to cause electrolysis damage to any vessel may be held financially responsible directly by those affected.

#### 6. SAFETY

- A. Tenant shall moor vessel securely using good line and fenders to avoid damage to other vessels and docks.
- B. The speed of your vessel within the waterways of this marina will be kept under a no wake condition.
- C. Tenants are to keep the areas in and around their vessel clear and free of objects that would cause unsafe conditions.
- D. No vessel may protrude 4 feet or more past the end of the dock, unless there is approval from the Marina Supervisor.

#### 7. TENANT CONDUCT/NOISE/NUISANCES

- A. All tenants are expected to respect and be considerate of the tenants of neighboring vessels. Complaints of noise and other nuisances will be noted by Marina Supervisor. Persistent violations will result in a fine and 30 day notice to vacate the berth.
- B. Tenants are responsible for the actions and conduct of their children and guests at all times. Children under the age of 13 will wear the proper fitting U.S Coast Guard approved life preserver while on the City docks.
- C. Please keep children in or around your own vessel. Absolutely no running is allowed on the docks. ~~All children unable to swim are to be in life jackets at all times.~~
- D. Overnight stays aboard vessels must be in writing to the Marina Supervisor in advance with names and duration of stay. Overnight stays aboard vessels are not to exceed 2 nights per week or 8 days per month. Any additional stay must be approved by Marina Supervisor in advance.
- E. No swimming permitted within the marina.

INITIAL\_\_\_\_\_

## 8. WATER USE

- A. Please help us conserve water by taking short showers.
- B. Report any water leaks to the marina office immediately.
- C. When washing your vessel, ~~use a nozzle with an on and off control so as not to leave water running when not in use~~ please use water sparingly. All water hoses must have a control nozzle on the end.
- D. Tenants shall supply water pressure regulators with the ability to handle 200 psi.

## 9. LAWS AND REGULATIONS

- A. Tenants shall not sublet any portion of said berthing space.
- B. Tenant acknowledges that state and local regulations do not permit living aboard any vessel. Any tenant who violates these regulations will waive the right to a 30 day notice to vacate and will receive a 3 day notice to vacate the berth. ("Liveaboard" means the use or occupancy of a vessel for living quarters (day or night) either permanently or on a temporary basis, for a period exceeding 2 nights or 3 days in any 7 day period.)
- C. Tenants are required to have their vessel insured and registered with the state or federal government at all times. Proof of insurance and registration must be submitted at the time of application for occupancy of marina, and must be re-submitted annually.
- D. Construction and Extensive Maintenance of Boats in Berth. No person shall make major repairs or engage in other than minor maintenance of boats except in authorized areas. The following activities are prohibited any place in the Suisun City Marina, except as authorized:
  - 1. Spray painting.
  - 2. Construction on a boat resulting in debris or creating a nuisance to other persons.
  - 3. Construction activities on floats, piers or walkways that create a nuisance or block passageways.
  - 4. Tenants shall not allow vessel use to go above vessel's occupancy rating.

## 10. ENFORCEMENT OF HOUSE RULES

- A. Marina Supervisor or any City employee may RED TAG any vessel in violation of these House Rules. The first instance of red tagging is a warning; second instance will generally result in tenant receiving a 30 day notice to vacate the berth.

INITIAL \_\_\_\_\_

## AGENDA TRANSMITTAL

**MEETING DATE:** September 2, 2015

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**PARKS AND RECREATION COMMISSION AGENDA ITEM:** General Business 4. Discussion Regarding the Live Streaming, Recording, and Archiving of Parks and Recreation Commission Meetings

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**BACKGROUND:** Currently, Parks and Recreation Commission meetings are the only agendaized City meetings that are not live streamed, recorded and archived on the City web page. The Department has been asked to make sure that Parks and Recreation Commission meetings are handled in the same manner as City Council and Planning Commission meetings.

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**STAFF REPORT:** The Department has been asked to take steps to ensure that residents can watch Commission meetings as they occur or at any time after the meeting. Having the meetings recorded will also assist staff when meeting minutes are prepared because staff will have the ability to watch/listen to parts of the meeting if there is any uncertainty as to what was said.

It is also hoped that having the meetings on the City web page will spark more interest among Suisun City residents regarding the Commission's work and park and recreation issues in general.

It is anticipated that the live streaming and recording of the Parks and Recreation Commission will begin with the October 7, 2015 meeting. Staff will show Commissioners how to operate the microphones during the September 2 meeting in preparation of the change in October.

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**STAFF RECOMMENDATION:** Discuss and ask questions about the live streaming, recording and archiving of Commission meetings in preparation of the change in October.

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**ATTACHMENTS:** None

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**PREPARED BY:**

**Randy Davis, Interim Recreation and  
Community Services Director**



*SUISUN CITY SENIOR CENTER – September 2015*

318 Merganser Dr. 707.421.7203 Karen Mickens, Coordinat



*Suisun City, CA*  
*Discover the Experience*

# September 2015

Monday	Tuesday	Wednesday	Thursday	Friday
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
	8:00 Cards 8:30 Exercise 9:00 Crafts 9:00 Tai Chi @ JNC 10:00 Brain Flexers 11:30 Lunch 1:00 Bingo	8:00 Cards 8:00 Tai Chi 10:00 Line Dance 11:30 Lunch 1:00 Bingo 1:00 Art Class 2:30 Bible Study	8:00 Cards 8:30 Exercise 9:00 Tai Chi @ JNC 10:00 Brain Flexers 11:30 Lunch 1:00 Bingo	8:00 Cards 8:00 Tai Chi 9:00 Crafts 11:30 Lunch 1:00 Bingo
<u>7</u>  Closed in Observance of Labor Day	<u>8</u>	<u>9</u>	<u>10</u>	<u>11</u>
	8:00 Cards 8:30 Exercise 9:00 Crafts 9:00 Tai Chi @ JNC 10:00 Brain Flexers 11:30 Lunch 1:00 Bingo	8:00 Cards 8:00 Tai Chi 10:00 Line Dance 11:30 Lunch 1:00 Bingo 1:00 Art Class 2:30 Bible Study	8:00 Cards 8:30 Exercise 9:00 Tai Chi @ JNC <b>9:45 Senior Partners Meeting</b> 10:00 Brain Flexers 11:30 Lunch 1:00 Bingo	8:00 Cards 8:00 Tai Chi 9:00 Crafts 11:30 Lunch 1:00 Bingo
<u>14</u>  8:00 Cards 8:00 Tai Chi 9:00 Crafts 11:30 Lunch 1:00 Bingo 1:00 Wii Gaming	<u>15</u>	<u>16</u>	<u>17</u>	<u>18</u>
	8:00 Cards 8:30 Exercise 9:00 Crafts 9:00 Tai Chi @ JNC 10:00 Brain Flexers 11:30 Lunch 1:00 Bingo	8:00 Cards 8:00 Tai Chi 10:00 Line Dance 11:30 Lunch 1:00 Bingo 1:00 Art Class 2:30 Bible Study	8:00 Cards 8:30 Exercise 9:00 Tai Chi @ JNC 9:30 Suisun Library Book Club 10:00 Brain Flexers 11:30 Lunch 1:00 Bingo	8:00 Cards 8:00 Tai Chi 9:00 Crafts 11:30 Lunch 1:00 Bingo
<u>21</u>  8:00 Cards 8:00 Tai Chi 9:00 Crafts 11:30 Lunch 1:00 Bingo 1:00 Wii Gaming	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>
	8:00 Cards 8:30 Exercise 9:00 Crafts 9:00 Tai Chi @ JNC 10:00 Brain Flexers 11:30 Lunch 1:00 Bingo	8:00 Cards 8:00 Tai Chi 10:00 Line Dance 11:30 Lunch 1:00 Bingo 1:00 Art Class 2:30 Bible Study	8:00 Cards 8:30 Exercise 9:00 Tai Chi @ JNC 10:00 Brain Flexers 11:30 Lunch 1:00 Bingo <b>6:00 Dinner Dance</b>	8:00 Cards 8:00 Tai Chi 9:00 Crafts 11:30 Lunch 1:00 Bingo <b>1:00 Flu Shot Clinic</b>
<u>28</u>  8:00 Cards 8:00 Tai Chi 9:00 Crafts 11:30 Lunch 1:00 Bingo 1:00 Wii Bowling	<u>29</u>	<u>30</u>		
	8:00 Cards 8:30 Exercise 9:00 Crafts 9:00 Tai Chi @ JNC 10:00 Brain Flexers 11:30 Lunch 1:00 Bingo	8:00 Cards 8:00 Tai Chi 10:00 Line Dance 11:30 Lunch 1:00 Bingo 1:00 Art Class 2:30 Bible Study		

**Programs, Services & Information Section:**

**Suisun City Senior Center welcomes you! A place for recreation, socialization and resource to those 50 years of age or older.**

The Senior Center is now on Face Book!  
[www.Facebook.com/suisunseniorcenter](http://www.Facebook.com/suisunseniorcenter)

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**\*\*THE SUISUN SENIOR PARTNERS:**

The Senior Partners are a tax-exempt 501C non-profit organization dedicated to the support and promotion of the Senior Center. All seniors are welcome to become Partner supporters and/or members and are encouraged to become active in the Senior Center activities and programs. Meetings are held at the Center the 2<sup>nd</sup> Thursday of every month at 9:45 am.

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**\*\*DINNER DANCE :**

**Thursday, September 24th!**

**Tickets: \$8 in ADVANCE OR  
\$10 at the door**

**Doors open 5:30pm; Dinner @ 6pm.**

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**\*\*LUNCH PROGRAM:**

Meals on Wheels sponsors' lunch served at the Center Monday through Friday. A donation of \$3.00 per meal is suggested and appreciated. Advanced reservations required; Please call (707) 426-3079.

**\*\*BINGO:** 5 cents per card, per game; 10 card maximum.

Monday through Friday, 1pm.

**\*\*LEGAL RESOURCE DAY:**

David W. Knight, Attorney at Law  
Certified Senior Advisor (CSA),  
visits the Senior center for FREE legal consultations.

Appointment Required – See Office.

1<sup>st</sup> Friday of every month.

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**\*\*ADULT FITNESS:**

**Tai-Chi** – Learn these slow moving sets of exercises that help with balance, flexibility and posture. Wear comfortable clothing and soft-soled shoes.

**Cost: \$2 per session.** Class meets on Tuesday's and Thursday's @ 9 am at the Joseph Nelson Community Center.

**Line Dance** – Perfect way to stay fit and active by dancing. Dance segments include the cha-cha, rumba, swing, mambo, waltzes and more.

**Cost: \$2 per class.**

\*Every Wednesday @ 10am

**Video Chair Exercise** – Perfect for all mobility levels. **Cost: \$1 per person, per class.**  
Tuesday's and Thursday's 8:30am

**Needle Works & More** – Knit, crochet or simply work any craft project you wish. You bring supplies for your own project.

\*Monday's, Tuesday's & Friday's

9 A.M – Noon. **Cost: \$1.00 per person, per class.**

**Tai-Chi: Moving for Better Balance** – Simple Tai-Chi designed for Seniors, and intended for beginners. Canes and walkers are welcome. Meets Mondays, Wednesdays and Fridays from 8 – 9 a.m. **No cost.**

**Brain Flexers:** A memory class designed to help Seniors improve mental, physical and emotional health. Meets Tuesdays and Thursdays from 10 – 2.

**\*\*Deborah Hamel Art Class\*\***

This is a free art class that allows individuals to experiment in art. Simple lessons in different artistic techniques can help with self expression.

This class is **free**.

Please bring a sketch pad and 2-#2 pencils.

Class meets every Wednesday at 1pm.

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**\*\*Pinochle – Daily**

# Meals on Wheels Lunch Menu, September 2015

\*Donation Reminder: **Suggested Donation \$3.00 per meal**

**\*Guests under 60 years - \$7.00/meal**

Your meals from Meals on Wheels Solano County is made possible by the generous support of volunteers, Area Agency on Aging, federal funds and donations from the community. If you are unable to contribute the entire \$3.00, please consider contributing whatever you can. No one will be denied a meal if unable to contribute. Every donation helps Meals on Wheels of Solano County continue to serve seniors in our community.

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	<b>1</b> Chicken Pot Pie With Biscuit Brussel Sprouts Tossed Green Salad Peach Crisp	<b>2</b> <i>Pork Fried Rice</i> <i>Lemony Broccoli</i> Wheat Roll Cookie	<b>3</b> Krab Salad on Lettuce Beet & Onion Salad Wheat Roll Fresh Fruit	<b>4</b> Unstuffed Peppers Steamed Rice Corn Romaine Salad Fruit
<b>7</b> <b>Labor Day</b> <b>Sites Closed</b>	<b>8</b> Beef-A-Roni Broccoli Caesar Salad Chocolate Brownie	<b>9</b> Tuna Noodle Casserole Seasoned Green Beans Romaine Salad Peach Crisp	<b>10</b> Beef Taco Salad Three Bean Salad Fresh Fruit	<b>11</b> Battered Cod Rice Pilaf Pineapple Coleslaw Fruit
<b>14</b> <b>Baked Turkey Ham</b> Sweet Potatoes Spinach/Orange Salad Bread Fruit	<b>15</b> Chicken Parmesean Italian Pasta Cauliflower Fresh Fruit	<b>16</b> Beef Stroganoff Noodles Brussel Sprouts Wheat Roll Tropical Fruit Cup	<b>17</b> Vegetable Soup Chicken Salad on Wheat Bun Cottage Cheese with Pineapple Tidbits	<b>18</b> <i>Rosemary Chicken</i> Brown Rice Seasoned Mixed Vegetables Fresh Fruit
<b>21</b> Hungarian Goulash Noodles Herbed Mixed Vegetables Fruit	<b>22</b> Sweet & Sour Chicken Brown Rice Carrots Thai Cabbage Coleslaw Fresh Fruit	<b>23</b> Split Pea Soup Chef's Salad Wheat Roll Ambrosia Fruit Cup	<b>24</b> Salisbury Steak w/ Gravy Roasted Potatoes Romaine Salad Bread Fresh Fruit	<b>25</b> BBQ Chicken Macaroni Salad Vegetable Salad Cranberry Juice Tapioca Pudding
<b>28</b> Chicken Marsala Fettuccini Italian Vegetables Fruit	<b>29</b> Meatloaf w/ Gravy Mashed Potatoes Romaine Salad Wheat Roll Fresh Fruit	<b>30</b> Chicken Chow Mein Fried Rice Oriental Vegetables Apple Juice Butterscotch Pudding		

Menu is subject to change without notice. Low fat milk is provided with each meal. Bold means the meal has an entrée high in sodium. Meals Partially Funded Under the Older Americans Act. No leftover food is allowed to leave the site for health and food safety reasons, except for wrapped breads, baked goods, and fresh fruit. Please only sign up when you are sure you can make it to minimize food waste. We always appreciate your comments and feedback anytime; Just tell your site host or send us a note in the Donation Box.



# Brain Flexers

**(Formerly Brain Boosters)**



**Are you concerned about your memory? Join others who are also dealing with memory issues at Brain Flexers where our goal is to provide opportunities for members to improve or maintain mental, physical and emotional health in an upbeat setting. The program focuses on memory enhancement tips, laced with humor and reinforced through socialization.**

**Join us at the Suisun Senior Center**

**318 Merganser in Suisun near the corner of Hwy 12 and Sunset Ave.**

**Each Tuesday and Thursday from 10 a.m. – 2 p.m.**

Contact Kristin Einberger at [keinberger81@gmail.com](mailto:keinberger81@gmail.com) / 707 287 4353 or Janelle Sellick at [jsellick@gmail.com](mailto:jsellick@gmail.com) / 707 363 1915 for more information or to register.

# Please join us for Tai chi: Moving for Better Balance



- ◇ Simpler than Tai Chi for Seniors
- ◇ “If I can do it, YOU can do it!”
- ◇ Intended for beginners
- ◇ Proven to reduce falls by 55%
- ◇ Canes and walkers okay
- ◇ Developed with YOU in mind.

**Mondays, Wednesdays and Fridays from 8:00-9:00**

**Class begins 7/13 and runs to 10/2 (12 weeks)**

**At the Suisun City Senior Center**

**318 Merganser, Suisun City**

**Register with Dale Alexander  
643-1797 ext. 325**



# Wii Bowling



For the Wii Bowling Program, we need several people with an interest; we can create teams, have team championships, great exercise, and fun.

Please join us Every Monday from 1 to 3 p.m.  
All experience levels are welcome!

We look forward to seeing you!

# *Flu Shot Clinic*

Hosted by the Rite Aid Corporation

September 25, 2015

1:00 p.m.



Your health insurance card, and a photo ID is required at the time of signing up.

There is a cash cost for no proof of health insurance.

# *Super Thursday*



October 15, 2015

9a – 2p

Come play bingo all day, and enjoy a fresh lunch!

\$4 in advance, \$6 *after October 9, 2015*



*For lunch;*

Chili Dogs

Fresh Green Salad

Traditional Macaroni Salad

Fruited Jello Parfait with Toasted Coconut