

CITY COUNCIL

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



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

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

TUESDAY, FEBRUARY 4, 2014

6:00 P.M.

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

TELECONFERENCE NOTICE

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

ROLL CALL

Council/Board Members

PUBLIC COMMENT

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

CONFLICT OF INTEREST NOTIFICATION

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

CLOSED SESSION

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

Joint City Council / Suisun City Council Acting as Successor Agency

1. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

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

CONVENE OPEN SESSION

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

ADJOURNMENT

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

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

PLEASE NOTE:

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be agendized for the next meeting. The agendas have been prepared with the hope that all items scheduled will be discussed within the time allowed.
2. Suisun City is committed to providing full access to these proceedings; individuals with special needs may call 421-7300.
3. Agendas are posted at least 72 hours in advance of regular meetings at Suisun City Hall, 701 Civic Center Boulevard, Suisun City, CA. Agendas may be posted at other Suisun City locations including the Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA, and the Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA.

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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, FEBRUARY 4, 2014
7:00 P.M.**

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(Next Ord. No. – 726)

(Next City Council Res. No. 2014 – 07)

Next Suisun City Council Acting as Successor Agency Res. No. SA2014 – 02)

(Next Housing Authority Res. No. HA2014 – 02)

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation: Pastor Phillip L. Pete, Sr.

PUBLIC COMMENT

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

REPORTS: (Informational items only.)

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

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PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Presentation of Proclamation in Memory of Karen Blake Alvarado, Coordinator, Annual Charity Walk of the National Multiple Sclerosis Society-Northern California Chapter in Solano County.
4. Presentation by Wayne Lewis, Assistant Public Works Director – Transportation, City of Fairfield on the Proposed Changes to Fairfield and Suisun Transit (FAST) Services.

CONSENT CALENDAR**City Council**

5. Council Adoption of Resolution No. 2014-___: Authorizing the City Manager to Enter into a Professional Services Agreement on the City's Behalf with Gates & Associates for Public Outreach and Conceptual Design of the Lawler Ranch Park Phase II Project – (Kasperson).
6. Council Adoption of Resolution No. 2014-___: Authorizing the City Manager to Execute a Funding Agreement with Solano Transportation Authority (STA) to Fund an Update of the Downtown Waterfront Specific Plan – (Kearns).
7. Council Adoption of Resolution No. 2014-___: Authorizing the City Manager to Execute and Submit a Grant Application for the Sustainable Communities Planning Grant and Incentives Program – (Kearns).

GENERAL BUSINESS**City Council**

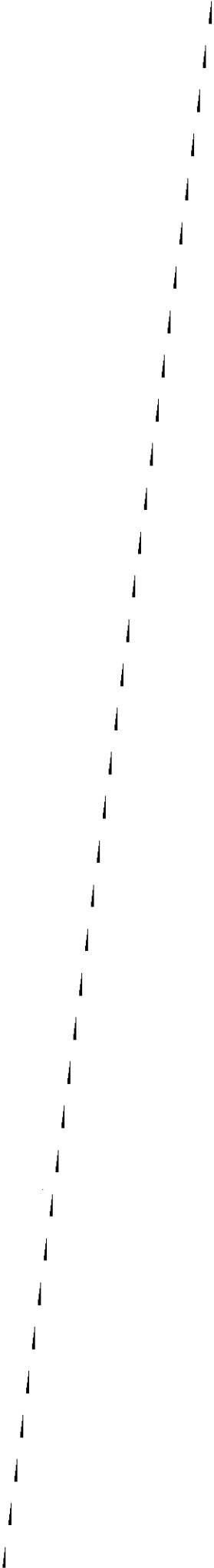
8. Council Adoption of Resolution No. 2014-___: Approving a Priority List of Events with Associated Costs to be Submitted to the Suisun City Community Services Foundation for Funding for the 2014 Season – (Jessop).
9. Discussion and Direction: Fireworks Sales Funding Arrangements between Non-Profits and Wholesaler – (O'Brien).
10. Discussion and Direction: Logistics and Format of a Budget Workshop as part of the Upcoming FY 2014-15 Budget Cycle – (Bragdon).

PUBLIC HEARINGS**ADJOURNMENT**

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Office of the Mayor

Suisun City, California

Proclamation



WHEREAS, Karen Blake Alvarado was born in Bakersfield, CA and moved to the Fairfield-Suisun area in 1969 where she graduated from Fairfield High School and Kenneth Beauty College, and was a Suisun City business owner; and

WHEREAS, She was a devoted wife and mother, and enjoyed many activities together including race cars, motocross, boating and camping; and

WHEREAS, Karen was the owner and stylist of Cuts Unlimited in Suisun City for 9 years until closing the business after being diagnosed with Multiple Sclerosis in 1993; and

WHEREAS, Karen worked diligently as the coordinator of the annual charity walk of the National Multiple Sclerosis Society-Northern California Chapter in Solano County for 10 years and was instrumental in bringing this top fundraising event to the Suisun City Waterfront District; and

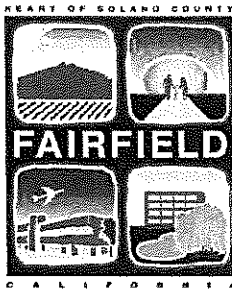
WHEREAS, the leaders and residents of Suisun City celebrate the life and good works of Karen even as we mourn her passing.

NOW, THEREFORE, BE IT RESOLVED, THAT I, Pete Sanchez, by virtue of the authority vested in me as Mayor of the City of Suisun City, do hereby honor and give tribute to Karen Blake Alvarado who will be greatly missed in our community.

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

ATTEST: _____

DATE: _____



DATE: February 04, 2014

TO: The Mayor and City Council of Suisun City

FROM: Wayne A. Lewis
Assistant Director of Public Works – Transportation, City of Fairfield
Transit Manager – Fairfield and Suisun Transit (FAST)

SUBJECT: Proposed New Fare Structure for Fairfield and Suisun Transit (FAST) and Potential Paid Parking Program Proposal at the City of Fairfield's Park and Ride Facilities

RECOMMENDED ACTION

Information.

STATEMENT OF ISSUE

The Fairfield City Council will be asked to approve a new multi-year fare structure plan for Fairfield and Suisun Transit (FAST) that would be implemented on July 1, 2014, with programmed annual increases taking effect at the beginning of the next six fiscal years (FYs) and FAST will also be requesting direction from the Fairfield City Council to develop a paid parking program proposal for implementation during the 2014/2015 FY to help cover the costs of operating and maintaining the park and ride lots that the City of Fairfield provides for transit riders, vanpoolers, and carpoolers.

DISCUSSION

The City of Fairfield operates Fairfield and Suisun Transit (FAST) which provides eight local bus routes in Fairfield and Suisun City along with complimentary paratransit services. FAST also operates four SolanoExpress intercity bus routes in partnership with the Solano Transportation Authority (STA), Solano County, and all Solano County cities except Rio Vista. FAST carried more than a million passengers in 2013 and ridership is expected to continue climbing in future years. Staff is requesting approval of a new fare structure that will allow the deployment of the CLIPPER® universal transit fare card in Solano County and that will help ensure our transit service is sustainable in the future.

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FAST must change its intercity fare structure now in preparation for the deployment of the CLIPPER® universal transit fare card later this year. The CLIPPER® card will be very convenient for transit riders, especially those that use multiple transit systems, but the CLIPPER® technology that will be used in Solano County will not support the current multi-zone fare structure used for the SolanoExpress routes operated by FAST. A new fare structure is being proposed for implementation on July 1, 2014. Fare changes are required because CLIPPER® will recognize only one set of fares on each route.

FAST's fare structure has not been changed for five years, so the need to revise the fare structure on SolanoExpress routes for CLIPPER® implementation is an opportunity to reevaluate fares on all of our transit services. The \$1.50 fare for local routes and the \$3.00 fare for local paratransit trips on DART were approved in 2006, and the proposed fare increases on the four SolanoExpress routes operated by FAST will be the first since 2009, but our operating costs have risen over 18% since then. When the Fairfield City Council approved the fare changes in 2009, they authorized annual increases tied to a combination of Consumer Price Indexes, but those increases were deferred for a variety of reasons, most notably, the negative effect that the Great Recession was having on riders and ridership.

The FAST Short Range Transit Plan (SRTP) approved in August 2013 identified the need for FAST to increase fares and begin charging for parking at our park and ride lots to ensure financial stability in future years. The current fare proposal addresses the requirements for CLIPPER®, increasing transit revenues, and meeting the performance criteria established by the State of California, the Metropolitan Transportation Commission (MTC), the STA, and FAST's SRTP.

A summary of the current and proposed fares for the adult one-way fare and monthly passes are presented in Attachment 1. Fares and passes for seniors, people with disabilities, and Medicare card holders are not included in Attachment 1, but they will continue to pay 1/2 fare. A new youth discount is also part of the proposed fare structure. The fares for FAST's DART paratransit service would increase to \$3.50 for local trips and to \$6.50 for intercity trips. For SolanoExpress routes, FAST staff is proposing to eliminate the five (5) zone fare structure and proposing a two tier fare structure. The longest trips will be eligible for CLIPPER® use. To get discounted fares on the in-between trips, called Short Hops, riders will need to pay cash or purchase a paper pass from FAST because CLIPPER® will only recognize one fare structure per route.

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Besides the shift from zone fares to route fares, other significant changes include:

1. New youth discount fare category – persons between the ages of 6 and 18 receive discounts off the adult cash fare: \$0.25 local fare discount, \$0.75 intercity short distance fare discount, \$1.00 intercity long distance fare discount.
2. Establishing a short distance cash/paper pass fare distinct from the regular fares that will be recognized by CLIPPER® on Route 30 and Route 40.

Attachment 3 provides the details of the Fare Proposal which includes gradual fare increases over seven years that would increase regular fares at approximately 3% per year, to keep up with expected cost increases to provide service, and reduce the discount on 31-day passes from approximately 43% in FY 2014/15 to 27% in FY 2020/21.

Currently, the FAST zone fare structure allows passengers to transfer free between intercity routes, if they have paid the appropriate zone fare or have a pass for the longest leg of the trip. With CLIPPER®, the passenger will need to pay a fare every time they board a bus, but the fare on the second route will be reduced by a transfer credit of \$1.75. There will be separate 31-day passes for each intercity route, but holders of 31-day passes for a more expensive route can transfer to a less expensive route without charge and holders of a pass for a less expensive route can transfer to a more expensive route by paying the difference in the regular one-way fare.

FAST operates four SolanoExpress routes, but many partners help fund the intercity services and different agreements govern the various routes. Fairfield has a contract with the STA to operate Routes 30 and 90, so any modifications to fares or service of those routes must be approved by the STA Board. The STA does not have a direct role in management of Routes 20 and 40 which are governed only by the Intercity Transit Funding Agreement. FAST is required to notify the funding partners, including STA, but not necessarily get their approval for changes to these routes. As a practical matter, the continued success for all of the jointly funded intercity routes depends on maintaining a consensus of the funding partners which are all represented on the STA Board. The Intercity Transit Consortium and the STA Technical Advisory Committee have both recommended approval of the proposed fare structure. On February 12, 2014, the STA Board will hold a public hearing and take action on FAST's request they approve the fare structure proposed for Routes 30 and 90 and recommend that the Fairfield City Council approve the entire fare structure.

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At a presentation on January 8, 2014, the STA Board made it clear that any approval would be conditioned on the Fairfield City Council approving the entire fare structure and directing staff that all of the annual increases be implemented as scheduled. The STA Board also encouraged the City of Fairfield to move forward with development of a paid parking program for park and ride lots as recommended by the SRTP to ensure that the FAST transit service is sustainable and that the City will have reserves to meet its bus replacement commitments in the future.

The City of Fairfield owns and operates park and ride lots for commuters at the Fairfield Transportation Center (640 spaces) and Red Top Road (214 spaces) and plans to open a third park and ride lot on Oliver Road (180 spaces) in October 2014. The park and ride lots allow transit riders and commuters participating in vanpools and carpools to park their cars and travel together. Transit, vanpools, and carpools save money for the participants and help to reduce congestion on our freeways. FAST budgets approximately \$400,000 each year to maintain and operate these park and ride facilities which are currently free to the users. The \$400,000 expense comes out of grants for transit operations and all of the net cost of the facilities is reflected in transit operating statistics.

The park and ride facilities are very popular and the FTC lots are usually full by 6:30 every weekday morning and many people are discouraged from riding our SolanoExpress routes because they cannot find parking. The opening of Red Top Road in 2011 and the planned opening of Oliver Road in October 2014 will help alleviate the shortage for parking at the FTC, if more vanpools and carpools will move from the FTC to the other two lots. In the longer term, the City is developing plans to expand the parking at the FTC by building a second parking structure with 1200 spaces, but in the nearer term a parking fee program can help defray operating costs while providing a tool to manage the existing spaces more effectively.

FAST recognizes that the successful implementation of a paid parking program will depend on extensive public outreach, not only to commuters, but to residents and businesses that are near the park and ride lots. FAST anticipates proposing a fare structure with fees no higher than \$5.00 per day and that will give significant discounts to people that purchase monthly passes. Fees at the FTC are expected to be higher than the fees at the other two lots, but transit riders are expected to get a much higher discount on monthly passes for the FTC because they need to be near the bus loading island. The deeper discounts for transit riders are expected to encourage more vanpools and carpools to use Red Top Road and Oliver Road because those sites will be less expensive. If managed well, more people will have predictable parking.

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FINANCIAL IMPACT

All expenses for FAST are covered by federal, state, and regional transit grants plus fare revenue. It is estimated that implementation of the proposed fare structure will lead to about a 2% loss in ridership initially, but it is expected to generate an 8% increase in fare revenue or an additional \$188,500, however, about \$46,000 of that would be shared with the funding partners for SolanoExpress. Any parking revenues in the future would be used to offset costs to develop, maintain, and operate the park and ride lots.

PUBLIC CONTACT/ADVISORY BODY RECOMMENDATION

To ensure that the public understands the proposed fare structure, FAST staff have been conducting a program of public outreach, starting with a discussion at the STA Board meeting on January 8, 2014. Fliers and signs announcing the public meetings were distributed on the buses and shared with other transportation agencies like the Solano-Napa Commuter Information Service. A mailing about the meetings was sent to registered users of the DART paratransit service and information about the fare proposal is posted on the fasttransit.org website. The *Daily Republic* published two articles about the fare change proposal before the workshops.

Three meetings were held:

January 27, 2014, from 1:00 pm to 8:00 pm at the Fairfield Transportation Center
January 28, 2014, from 4:00 pm to 7:00 pm at Vacaville's Ulatis Cultural Center
January 29, 2014, from 1:00 pm to 8:00 pm at the Fairfield Transportation Center

Wayne Lewis will provide a summary of the comments received at the public meetings during a short presentation at the February 4, 2014 Suisun City Council meeting. Attachment 2 is one of the handouts from the public meetings that explains the proposal and the approval process.

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ALTERNATIVE ACTION

This is an information item for the Suisun City Council. Should either the STA or the Fairfield City Council reject the fare proposal and keep the current fares or request a modified fare proposal, CLIPPER® implementation in Solano County would be delayed by at least a few months.

DOCUMENTS ATTACHED:

Attachment 1: Summary of Current and Proposed Fares
Attachment 2: Public Meeting Handout
Attachment 3: Proposed Fare Structure

STAFF CONTACT

Wayne Lewis,
Assistant Director of Public Works – Transportation, City of Fairfield
Transit Manager – Fairfield and Suisun Transit
707.434.3804
wlewis@fairfield.ca.gov

Coordinated with: Solano Transportation Authority

FAST 's Fare Proposal for SolanoExpress Intercity Routes

One Way Fare		Proposed			
Zone	Existing	Route 20	Route 30	Route 40	Route 90
+ 1	\$ 2.75	\$ 3.25	\$ 3.25	\$ 3.25	
+ 2	\$ 3.75		\$ 3.25	\$ 3.25	
+ 3	\$ 4.75		\$ 5.75	\$ 3.25	
+ 4	\$ 5.75		\$ 5.75	\$ 5.75	\$ 6.50
+ 5	\$ 6.75			\$ 5.75	

Monthly Pass		Proposed			
Zone	Existing	Route 20	Route 30	Route 40	Route 90
+ 1	\$ 70.00	\$ 75.00	\$ 75.00	\$ 75.00	
+ 2	\$ 90.00		\$ 75.00	\$ 75.00	
+ 3	\$ 110.00		\$ 132.00	\$ 75.00	
+ 4	\$ 130.00		\$ 132.00	\$ 132.00	\$ 150.00
+ 5	\$ 150.00			\$ 132.00	

CLIPPER® Compatible

Route 20 \$3.25	Route 30 S \$3.25	Route 30 \$5.75	Route 40 S \$3.25	Route 40 \$5.75	Route 90 \$6.50
FF-VV	FF-VV	FF-Sac	VV-FF	VV-BART	FF-BART
	FF-DX	VV-Sac	VV-BN	FF-BART	
	VV-DX	FF-UCD	FF-BN		
	VV-UCD		BN-BART		
	DX-UCD				
	DX-Sac				

FF = Fairfield

VV = Vacaville

DX = Dixon

UCD = U.C. Davis

Sac = Sacramento

BN = Benicia

BART = Bay Area Rapid Transit stations

BART on Route 40 = Pleasant Hill and Walnut Creek

BART on Route 90 = El Cerrito del Norte for Route 90

CURRENT FAST BUS PASSES AND FARES							
ZONES	Fairfield/Suisun	Vacaville	Dixon	UC Davis	Sacramento	Benicia	BART*
TAFB	Local	+1	+2	+3	+4	+2	+4
Fairfield/Suisun	Local	+1	+2	+3	+4	+2	+4
Vacaville	+1		+1	+2	+3	+3	+5
Dixon	+2	+1		+1	+2	+5	+5
UC Davis	+3	+2	+1		+1	+5	+5
Sacramento	+4	+3	+2	+1		+5	+5
Benicia	+2	+3	+5	+5	+5		+2
BART*	+4	+5	+5	+5	+5	+2	

*Pleasant Hill, Walnut Creek, El Cerrito del Norte

BUS PASSES	SDM FARE	31-DAY PASS	SDM 31-DAY PASS	10-RIDE PASS
TAFB	\$0.75			
Local	\$0.75	\$50.00	\$25.00	\$15.00
+1	\$1.25	\$70.00	\$35.00	\$27.50
+2	\$1.75	\$90.00	\$45.00	\$37.50
+3	\$2.25	\$110.00	\$55.00	\$47.50
+4	\$2.75	\$130.00	\$65.00	\$57.50
+5	\$3.25	\$150.00	\$75.00	\$67.50

To purchase a Senior / Disabled / Medicare (SDM) pass, you must show one of the following:

- Medicare card (not Medi-Cal)
- DART card*
- ADA photo ID card from any
- Regional Transit Connection
- DMV disabled person placard
- Proof of age 65 or older*

*Must Show Photo Identification

Proposed Fare Changes for FAST DART Paratransit, FAST Local Routes, and SolanoExpress Routes Operated by FAST



January 2014

Why Change Fares Now?

- CLIPPER Card coming soon, and it will not support current zoned fare structure.
- Transit operating costs have increased steadily.
- No Local Route fare increases since 2006.
- No SolanoExpress fare increases since 2009.
- Need to build reserves for bus replacements.
- To meet performance criteria established by MTC, STA, and FAST's Short Range Transit Plan (SRTP).

CLIPPER

- Solano County will be included in the CLIPPER system in early fiscal year (FY) 2014/2015.
- CLIPPER will only recognize one set of fares on each route.
- Current FAST fare structure for SolanoExpress routes is based on five zones and fares are determined by how many zones one passes through.
- New fare structure must be implemented before CLIPPER can be activated in Solano County.

The Great Recession

- The Great Recession had serious impacts on SolanoExpress riders.
- Transit operating costs continued to climb during the recession.
- FAST is one of only a few transit agencies that did not raise fares and decrease service in the past five years.
- To keep fares as low as possible, FAST postponed fare increases and drew down reserves that must now be replenished so we can replace the buses in our aging fleet that are nearing the end of their expected useful life.

RATIONALIZING FARE RESTRUCTURING

- Fare restructuring required for CLIPPER is opportunity to reevaluate fares.
- Fares have changed only incrementally for the past decade.
- FAST did not implement any fare changes during last five years.
- What is the value of transit trip for rider?
- What fares are charged in other places?
- Can changes be phased in?

Value to Riders

- What is the value of the benefits riders receive by riding SolanoExpress?
 - Fuel Savings
 - Toll Savings
 - Less Stress
 - Time Savings
 - Parking Savings
 - General Auto Ownership Savings (Insurance, Financing, Tires, Depreciation, Scheduled Maintenance, etc.)

Increasing Costs

- Over past five years operating costs have increased over 18% (Approx. 3.5% per year).
- The FAST Short Range Transit Plan (S RTP) projects that costs will continue to increase at approximately 3.0% per year.

OTHER FACTORS TO CONSIDER

- Ridership on SolanoExpress routes operated by FAST has grown to 391,000, up 14.5 % over the past four years.
- Ridership growth in the past year was less than 1 %, because parking demand at the Fairfield Transportation Center exceeds capacity and neighboring businesses have begun enforcing parking limits.
- Fares need to be set at a reasonable level to recover costs without discouraging ridership growth.
- Want commuters to be able to use CLIPPER.
- Want to keep costs low for travel on SolanoExpress buses within Solano County.

Current Fare Structure

- FAST local fare has been \$1.50 since 2006
- DART fares (\$3.00 local and \$5.50 intercity) unchanged since 2006.
- Current fare structure for intercity routes is based on five zones.
- Distances traveled on intercity routes vary from 8.5 to 42.3 miles.
- Regular adult fares for intercity travel vary from \$2.75 to \$6.75.
- All riders on Route 20 travel the same distance.
- All riders on Route 90 travel the same distance.
- Distances traveled on Routes 30 and 40 have the most variance.

Fare Comparison

- SolanoExpress routes operated by SolTrans all charge the same \$5.00 fare because distances traveled are comparable. Distance to El Cerrito del Norte BART is approximately 16 miles.
- The distances traveled on SolanoExpress routes operated by FAST vary significantly (from 8.5 to 42.5 miles), so a single fare would not be fair for many riders. FAST currently charges only \$5.75 for the 30 mile trip to El Cerrito del Norte BART.

Fare Comparison

- Most transit agencies surveyed currently price their monthly passes for intercity trips from 31 to 35 times the one-way fare, but FAST, SolTrans, and Napa VINE charge less than 23 times the single fare, so they provide discounts much larger than the industry norms.
- If a rider makes 20 round trips per month the current discount is approximately 43%.

FARE PROPOSAL

- FAST is proposing a new youth discount for all fixed routes. (\$0.25 Local, \$0.75 short SolanoExpress, and \$1.00 long SolanoExpress.)
- DART fares two times regular bus fares.
- FAST is proposing a new fare structure that has a single fare structure for Local Routes, Route 20, and Route 90.
- FAST is proposing two tier fare structures for Route 30 and Route 40.
 - For longer trips outside the County commuters will be able to use CLIPPER once it is turned on in Solano County.
 - Each route will have a lower fare for "Short Hops", but CLIPPER will not recognize those fares, so cash or paper passes will be required to get the lower fare even after CLIPPER is turned on in Solano County.

FARE PROPOSAL

Proposed Fares for Fiscal Year 2014/2015							
Cash and CLIPPER e-cash Single Ride Fares				31-Day Paper and CLIPPER Passes			
ROUTE	ADULT	YOUTH	SENIOR DISABLED MEDICARE (SDM)	ROUTE	ADULT	YOUTH	SENIOR DISABLED MEDICARE (SDM)
FAST Local	\$ 1.75	\$ 1.50	\$ 0.85	FAST Local	\$ 60.00	\$ 50.00	\$ 30.00
SolanoExpress 20	\$ 3.25	\$ 2.50	\$ 1.60	SolanoExpress 20	\$ 75.00	\$ 58.00	\$ 37.50
SolanoExpress 30	\$ 5.75	\$ 4.75	\$ 2.85	SolanoExpress 30	\$ 132.00	\$ 109.00	\$ 66.00
*SolanoExpress 30 S	\$ 3.25	\$ 2.50	\$ 1.60	*SolanoExpress 30 S	\$ 75.00	\$ 58.00	\$ 37.50
SolanoExpress 40	\$ 5.75	\$ 4.75	\$ 2.85	SolanoExpress 40	\$ 132.00	\$ 109.00	\$ 66.00
*SolanoExpress 40 S	\$ 3.25	\$ 2.50	\$ 1.60	*SolanoExpress 40 S	\$ 75.00	\$ 58.00	\$ 37.50
SolanoExpress 90	\$ 8.50	\$ 5.50	\$ 3.25	SolanoExpress 90	\$ 150.00	\$ 127.00	\$ 75.00

*These Short Hop fares will not be available on CLIPPER

DART \$3.50 Local \$6.50 Intercity

FARE PROPOSAL

- Local Routes would increase 25 cents.
- Route 20 would increase 50 cents.
- Route 90 would increase 75 cents.
- The changes for Route 30 and Route 40 would vary depending on distance traveled. Many trips will qualify for the lower Short Hop fares.
- Many riders will see fare decreases, but fares on other trips will increase from between \$0.25 and \$1.00.

FARE PROPOSAL

- The immediate increases for 31-day passes have been scaled back and increases will be phased in gradually with this proposal.
- For example, the 31-day pass for Route 90 will only increase \$20 from \$130 to \$150 in FY 2014/15 and then increase \$10-14 every year over the next six years.
- The 31-day pass for Route 20 will only increase \$5 from \$70 to \$75 in FY 2014/15 and then increase \$5-8 every year over the next six years.

FARE PROPOSAL

- With the new fare structure, a fare must be paid each time a bus is boarded, but a transfer credit equal to the local fare will be subtracted from the second and subsequent fares.
- Cost changes for 31-day passes on SolanoExpress Route 30 and Route 40 depend on the distance traveled and whether a transfer is required.
- Impacts on pass holders generally reduced, because transfers to less expensive routes are covered by the pass from a more expensive route.
- With 31-day pass from less expensive route, a rider will need only to pay the difference in one-way fare to ride a more expensive route.

FARE PROPOSAL

- FAST is proposing to increase intercity one-way fares by approximately 3% a year to keep up with expected cost increases.
- FAST is proposing that the discount for buying a 31-day pass on SolanoExpress routes be reduced from approximately 43% in FY 2014/15 to approximately 27 % in FY 2020/2021.
- Passes for Local Routes are already priced at approximately 34 times the regular fare, so the proposal would maintain that and increase the base fare by 25 cents every 3 years.

CONCLUSIONS

- Fares on SolanoExpress routes operated by FAST have been held at an artificially low rate.
- FAST discounts for purchasing 31-day passes for intercity routes are much larger than industry standards.
- To minimize the immediate impact, the fare change proposal has been modified to reduce most of the initial one-way fare increases and to gradually raise daily fares over seven years to a more normal level, while also gradually reducing the discount for purchasing a monthly pass.

RECOMMENDATIONS

- FAST staff is requesting the Solano Transportation Authority Board approve the proposed new fare structures for SolanoExpress Routes 30 and 90, and recommend approval of the fare structures for SolanoExpress Routes 20 and 40.
- FAST staff is requesting the Fairfield City Council approve the proposed fare structures for FAST Local Routes, DART paratransit, and all SolanoExpress routes operated by FAST.

PUBLIC INPUT

- Three public information meetings scheduled.
 - January 27, 2014 from 1:00 pm to 8:00 pm at the Fairfield Transportation Center in Fairfield.
 - January 28, 2014 from 4:00 pm to 7:00 pm at the Ulati Cultural Center in Vacaville.
 - January 29, 2014 from 1:00 pm to 8:00 pm at the Fairfield Transportation Center in Fairfield.

PUBLIC INPUT

- Two public hearings will be held.
 - February 12, 2014 at 6:00 pm during the STA Board Meeting in the Suisun City Council Chambers.
 - February 18, 2014 at 6:00 pm during the Fairfield City Council Meeting.

APPROVAL PROCESS

- FAST will present public comments on the fare changes proposed for SolanoExpress Routes 20, 30, 40, and 90 to the Solano Transportation Authority (STA) on February 12, 2014, and will request approval of the intercity fare structure after a public hearing.
- FAST will present a summary of public comments received and the recommendations from the STA Board to the Fairfield City Council on February 18, 2014 and will request approval of the fare structures for FAST's local routes, FAST's DART paratransit service, and the SolanoExpress routes operated by FAST after a public hearing.
- FAST is requesting approvals to implement the new fare structure on July 1, 2014.

PARKING FEE PROGRAM

- FAST's Short Range Transit Plan (S RTP) identified the need to both increase fares and implement a paid parking program at the City of Fairfield's park and ride lots to ensure the sustainability of the transit system.
- FAST will be requesting approval to conduct a public outreach process to determine how a parking fee program should be structured and managed.
- FAST does not anticipate charging fees for parking before the new Oliver Road park and ride lot opens in the fall of 2014.

PRINCIPLES TO GUIDE DEVELOPMENT OF A PARKING FEE PROGRAM

- Parking fees should be set at level needed to recover the operating costs of park and ride lots. Daily fees are expected to be no higher than \$5.00.
- There should be discounts for purchasing a monthly parking pass.
- Regular transit riders should get a larger discount at the Fairfield Transportation Center (FTC), because they need to be near the buses.
- Parking fees should be lower at Red Top Road and Oliver Road park and ride lots to encourage vanpools and carpools to use those facilities.
- FAST will be requesting approval to conduct a public outreach process to determine how a parking fee program should be structured and managed.

PROPOSED FARE STRUCTURE

Cash Fare (Single Ride)	Adult	Youth	SDM
FAST Local	\$1.75	\$1.50	\$0.85
SolanoExpress 20	\$3.25	\$2.50	\$1.60
SolanoExpress 30	\$5.75	\$4.75	\$2.85
SolanoExpress 30 Short	\$3.25	\$2.50	\$1.60
SolanoExpress 40	\$5.75	\$4.75	\$2.85
SolanoExpress 40 Short	\$3.25	\$2.50	\$1.60
SolanoExpress 90	\$6.50	\$5.50	\$3.25
31-Day Pass	Adult	Youth	SDM
FAST Local	\$60.00	\$50.00	\$30.00
SolanoExpress 20	\$75.00	\$58.00	\$37.50
SolanoExpress 30	\$132.00	\$109.00	\$66.00
SolanoExpress 30 Short	\$75.00	\$58.00	\$37.50
SolanoExpress 40	\$132.00	\$109.00	\$66.00
SolanoExpress 40 Short	\$75.00	\$58.00	\$37.50
SolanoExpress 90	\$150.00	\$127.00	\$75.00
10-Ride Pass	Adult	Youth	SDM
FAST Local	\$17.50	\$15.00	\$8.50
SolanoExpress 20	\$32.50	\$25.00	\$16.00
SolanoExpress 30	\$57.50	\$47.50	\$28.50
SolanoExpress 30 Short	\$32.50	\$25.00	\$16.00
SolanoExpress 40	\$57.50	\$47.50	\$28.50
SolanoExpress 40 Short	\$32.50	\$25.00	\$16.00
SolanoExpress 90	\$65.00	\$55.00	\$32.50

SolanoExpress 30 Fare: Travel between Fairfield and Sacramento, Fairfield and UC Davis, Vacaville and Sacramento

SolanoExpress 30 Short Fare: Travel between Fairfield and Vacaville, Fairfield and Dixon, Vacaville and Dixon, Vacaville and UC Davis, Dixon and UC Davis, Dixon and Sacramento, UC Davis and Sacramento

SolanoExpress 40 Fare: Travel between Vacaville and BART, Fairfield and BART

SolanoExpress 40 Short Fare: Travel between Vacaville and Fairfield, Vacaville and Benicia, Fairfield and Benicia, Benicia and BART

DART Paratransit	
Local	\$3.50
Intercity	\$6.50
Stored Value	\$35.00

FAST Administrative Office ~ 2000 Cadenasso Drive ~ Fairfield
707-434-3800 ~ www.fasttransit.org



FY 2015/2016

PROPOSED FAST FARE STRUCTURE

Cash Fare (Single Ride)	Adult	Youth	SDM
FAST Local	\$1.75	\$1.50	\$0.85
SolanoExpress 20	\$3.35	\$2.60	\$1.65
SolanoExpress 30	\$5.90	\$4.90	\$2.95
SolanoExpress 30 Short	\$3.35	\$2.60	\$1.65
SolanoExpress 40	\$5.90	\$4.90	\$2.95
SolanoExpress 40 Short	\$3.35	\$2.60	\$1.65
SolanoExpress 90	\$6.70	\$5.70	\$3.35
31-Day Pass	Adult	Youth	SDM
FAST Local	\$60.00	\$50.00	\$30.00
SolanoExpress 20	\$80.00	\$63.00	\$40.00
SolanoExpress 30	\$142.00	\$118.00	\$71.00
SolanoExpress 30 Short	\$80.00	\$63.00	\$40.00
SolanoExpress 40	\$142.00	\$118.00	\$71.00
SolanoExpress 40 Short	\$80.00	\$63.00	\$40.00
SolanoExpress 90	\$160.00	\$137.00	\$80.00
10-Ride Pass	Adult	Youth	SDM
FAST Local	\$17.50	\$15.00	\$8.50
SolanoExpress 20	\$33.50	\$26.00	\$16.50
SolanoExpress 30	\$59.00	\$49.00	\$29.50
SolanoExpress 30 Short	\$33.50	\$26.00	\$16.50
SolanoExpress 40	\$59.00	\$49.00	\$29.50
SolanoExpress 40 Short	\$33.50	\$26.00	\$16.50
SolanoExpress 90	\$67.00	\$57.00	\$33.50

SolanoExpress 30 Fare: Travel between Fairfield and Sacramento, Fairfield and UC Davis, Vacaville and Sacramento

SolanoExpress 30 Short Fare: Travel between Fairfield and Vacaville, Fairfield and Dixon, Vacaville and Dixon, Vacaville and UC Davis, Dixon and UC Davis, Dixon and Sacramento, UC Davis and Sacramento

SolanoExpress 40 Fare: Travel between Vacaville and BART, Fairfield and BART

SolanoExpress 40 Short Fare: Travel between Vacaville and Fairfield, Vacaville and Benicia, Fairfield and Benicia, Benicia and BART

DART Paratransit	
Local	\$3.50
Intercity	\$6.70
Stored Value	\$35.00

FAST Administrative Office ~ 2000 Cadenasso Drive ~ Fairfield
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PROPOSED FAST FARE STRUCTURE

Cash Fare (Single Ride)	Adult	Youth	SDM
FAST Local	\$1.75	\$1.50	\$0.85
SolanoExpress 20	\$3.45	\$2.70	\$1.70
SolanoExpress 30	\$6.10	\$5.10	\$3.05
SolanoExpress 30 Short	\$3.45	\$2.70	\$1.70
SolanoExpress 40	\$6.10	\$5.10	\$3.05
SolanoExpress 40 Short	\$3.45	\$2.70	\$1.70
SolanoExpress 90	\$6.90	\$5.90	\$3.45
31-Day Pass	Adult	Youth	SDM
FAST Local	\$60.00	\$50.00	\$30.00
SolanoExpress 20	\$86.00	\$68.00	\$43.00
SolanoExpress 30	\$152.00	\$128.00	\$76.00
SolanoExpress 30 Short	\$86.00	\$68.00	\$43.00
SolanoExpress 40	\$152.00	\$128.00	\$76.00
SolanoExpress 40 Short	\$86.00	\$68.00	\$43.00
SolanoExpress 90	\$172.00	\$148.00	\$86.00
10-Ride Pass	Adult	Youth	SDM
FAST Local	\$17.50	\$15.00	\$8.50
SolanoExpress 20	\$34.50	\$27.00	\$17.00
SolanoExpress 30	\$61.00	\$51.00	\$30.50
SolanoExpress 30 Short	\$34.50	\$27.00	\$17.00
SolanoExpress 40	\$61.00	\$51.00	\$30.50
SolanoExpress 40 Short	\$34.50	\$27.00	\$17.00
SolanoExpress 90	\$69.00	\$59.00	\$34.50

SolanoExpress 30 Fare: Travel between Fairfield and Sacramento, Fairfield and UC Davis, Vacaville and Sacramento

SolanoExpress 30 Short Fare: Travel between Fairfield and Vacaville, Fairfield and Dixon, Vacaville and Dixon, Vacaville and UC Davis, Dixon and UC Davis, Dixon and Sacramento, UC Davis and Sacramento

SolanoExpress 40 Fare: Travel between Vacaville and BART, Fairfield and BART

SolanoExpress 40 Short Fare: Travel between Vacaville and Fairfield, Vacaville and Benicia, Fairfield and Benicia, Benicia and BART

DART Paratransit	
Local	\$3.50
Intercity	\$6.90
Stored Value	\$35.00

FAST Administrative Office ~ 2000 Cadenasso Drive ~ Fairfield
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FY 2017/2018

PROPOSED FARE STRUCTURE

Cash Fare (Single Ride)	Adult	Youth	SDM
FAST Local	\$2.00	\$1.75	\$1.00
SolanoExpress 20	\$3.55	\$2.80	\$1.75
SolanoExpress 30	\$6.30	\$5.30	\$3.15
SolanoExpress 30 Short	\$3.55	\$2.80	\$1.75
SolanoExpress 40	\$6.30	\$5.30	\$3.15
SolanoExpress 40 Short	\$3.55	\$2.80	\$1.75
SolanoExpress 90	\$7.10	\$6.10	\$3.55
31-Day Pass	Adult	Youth	SDM
FAST Local	\$68.00	\$58.00	\$34.00
SolanoExpress 20	\$92.00	\$73.00	\$46.00
SolanoExpress 30	\$164.00	\$138.00	\$82.00
SolanoExpress 30 Short	\$92.00	\$73.00	\$46.00
SolanoExpress 40	\$164.00	\$138.00	\$82.00
SolanoExpress 40 Short	\$92.00	\$73.00	\$46.00
SolanoExpress 90	\$186.00	\$159.00	\$93.00
10-Ride Pass	Adult	Youth	SDM
FAST Local	\$20.00	\$17.50	\$10.00
SolanoExpress 20	\$35.50	\$28.00	\$17.50
SolanoExpress 30	\$63.00	\$53.00	\$31.50
SolanoExpress 30 Short	\$35.50	\$28.00	\$17.50
SolanoExpress 40	\$63.00	\$53.00	\$31.50
SolanoExpress 40 Short	\$35.50	\$28.00	\$17.50
SolanoExpress 90	\$71.00	\$61.00	\$35.50

SolanoExpress 30 Fare: Travel between Fairfield and Sacramento, Fairfield and UC Davis, Vacaville and Sacramento

SolanoExpress 30 Short Fare: Travel between Fairfield and Vacaville, Fairfield and Dixon, Vacaville and Dixon, Vacaville and UC Davis, Dixon and UC Davis, Dixon and Sacramento, UC Davis and Sacramento

SolanoExpress 40 Fare: Travel between Vacaville and BART, Fairfield and BART

SolanoExpress 40 Short Fare: Travel between Vacaville and Fairfield, Vacaville and Benicia, Fairfield and Benicia, Benicia and BART

DART Paratransit	
Local	\$4.00
Intercity	\$7.10
Stored Value	\$40.00

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PROPOSED FAST FARE STRUCTURE

Cash Fare (Single Ride)	Adult	Youth	SDM
FAST Local	\$2.00	\$1.75	\$1.00
SolanoExpress 20	\$3.65	\$2.90	\$1.80
SolanoExpress 30	\$6.50	\$5.50	\$3.25
SolanoExpress 30 Short	\$3.65	\$2.90	\$1.80
SolanoExpress 40	\$6.50	\$5.50	\$3.25
SolanoExpress 40 Short	\$3.65	\$2.90	\$1.80
SolanoExpress 90	\$7.30	\$6.30	\$3.65
31-Day Pass	Adult	Youth	SDM
FAST Local	\$68.00	\$58.00	\$34.00
SolanoExpress 20	\$98.00	\$79.00	\$49.00
SolanoExpress 30	\$176.00	\$149.00	\$88.00
SolanoExpress 30 Short	\$98.00	\$79.00	\$49.00
SolanoExpress 40	\$176.00	\$149.00	\$88.00
SolanoExpress 40 Short	\$98.00	\$79.00	\$49.00
SolanoExpress 90	\$198.00	\$170.00	\$99.00
10-Ride Pass	Adult	Youth	SDM
FAST Local	\$20.00	\$17.50	\$10.00
SolanoExpress 20	\$36.50	\$29.00	\$18.00
SolanoExpress 30	\$65.00	\$55.00	\$32.50
SolanoExpress 30 Short	\$36.50	\$29.00	\$18.00
SolanoExpress 40	\$65.00	\$55.00	\$32.50
SolanoExpress 40 Short	\$36.50	\$29.00	\$18.00
SolanoExpress 90	\$73.00	\$63.00	\$36.50

SolanoExpress 30 Fare: Travel between Fairfield and Sacramento, Fairfield and UC Davis, Vacaville and Sacramento

SolanoExpress 30 Short Fare: Travel between Fairfield and Vacaville, Fairfield and Dixon, Vacaville and Dixon, Vacaville and UC Davis, Dixon and UC Davis, Dixon and Sacramento, UC Davis and Sacramento

SolanoExpress 40 Fare: Travel between Vacaville and BART, Fairfield and BART

SolanoExpress 40 Short Fare: Travel between Vacaville and Fairfield, Vacaville and Benicia, Fairfield and Benicia, Benicia and BART

DART Paratransit	
Local	\$4.00
Intercity	\$7.30
Stored Value	\$40.00

FAST Administrative Office ~ 2000 Cadenasso Drive ~ Fairfield
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FY 2019/2020

PROPOSED FAST FARE STRUCTURE

Cash Fare (Single Ride)	Adult	Youth	SDM
FAST Local	\$2.00	\$1.75	\$1.00
SolanoExpress 20	\$3.80	\$3.05	\$1.90
SolanoExpress 30	\$6.70	\$5.70	\$3.35
SolanoExpress 30 Short	\$3.80	\$3.05	\$1.90
SolanoExpress 40	\$6.70	\$5.70	\$3.35
SolanoExpress 40 Short	\$3.80	\$3.05	\$1.90
SolanoExpress 90	\$7.50	\$6.50	\$3.75
31-Day Pass	Adult	Youth	SDM
FAST Local	\$68.00	\$58.00	\$34.00
SolanoExpress 20	\$106.00	\$86.00	\$53.00
SolanoExpress 30	\$188.00	\$160.00	\$94.00
SolanoExpress 30 Short	\$106.00	\$86.00	\$53.00
SolanoExpress 40	\$188.00	\$160.00	\$94.00
SolanoExpress 40 Short	\$106.00	\$86.00	\$53.00
SolanoExpress 90	\$212.00	\$182.00	\$106.00
10-Ride Pass	Adult	Youth	SDM
FAST Local	\$20.00	\$17.50	\$10.00
SolanoExpress 20	\$38.00	\$30.50	\$19.00
SolanoExpress 30	\$67.00	\$57.00	\$33.50
SolanoExpress 30 Short	\$38.00	\$30.50	\$19.00
SolanoExpress 40	\$67.00	\$57.00	\$33.50
SolanoExpress 40 Short	\$38.00	\$30.50	\$19.00
SolanoExpress 90	\$75.00	\$65.00	\$37.50

SolanoExpress 30 Fare: Travel between Fairfield and Sacramento, Fairfield and UC Davis, Vacaville and Sacramento

SolanoExpress 30 Short Fare: Travel between Fairfield and Vacaville, Fairfield and Dixon, Vacaville and Dixon, Vacaville and UC Davis, Dixon and UC Davis, Dixon and Sacramento, UC Davis and Sacramento

SolanoExpress 40 Fare: Travel between Vacaville and BART, Fairfield and BART

SolanoExpress 40 Short Fare: Travel between Vacaville and Fairfield, Vacaville and Benicia, Fairfield and Benicia, Benicia and BART

DART Paratransit	
Local	\$4.00
Intercity	\$7.60
Stored Value	\$40.00

FAST Administrative Office ~ 2000 Cadenasso Drive ~ Fairfield
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PROPOSED FAST FARE STRUCTURE

Cash Fare (Single Ride)	Adult	Youth	SDM
FAST Local	\$2.25	\$2.00	\$1.10
SolanoExpress 20	\$3.90	\$3.15	\$1.95
SolanoExpress 30	\$6.90	\$5.90	\$3.45
SolanoExpress 30 Short	\$3.90	\$3.15	\$1.95
SolanoExpress 40	\$6.90	\$5.90	\$3.45
SolanoExpress 40 Short	\$3.90	\$3.15	\$1.95
SolanoExpress 90	\$7.75	\$6.75	\$3.85
31-Day Pass	Adult	Youth	SDM
FAST Local	\$76.00	\$66.00	\$36.00
SolanoExpress 20	\$114.00	\$92.00	\$57.00
SolanoExpress 30	\$200.00	\$171.00	\$100.00
SolanoExpress 30 Short	\$114.00	\$92.00	\$57.00
SolanoExpress 40	\$200.00	\$171.00	\$100.00
SolanoExpress 40 Short	\$114.00	\$92.00	\$57.00
SolanoExpress 90	\$226.00	\$196.00	\$113.00
10-Ride Pass	Adult	Youth	SDM
FAST Local	\$22.50	\$20.00	\$11.00
SolanoExpress 20	\$39.00	\$31.50	\$19.50
SolanoExpress 30	\$69.00	\$59.00	\$34.50
SolanoExpress 30 Short	\$39.00	\$31.50	\$19.50
SolanoExpress 40	\$69.00	\$59.00	\$34.50
SolanoExpress 40 Short	\$39.00	\$31.50	\$19.50
SolanoExpress 90	\$77.50	\$67.50	\$38.50

SolanoExpress 30 Fare: Travel between Fairfield and Sacramento, Fairfield and UC Davis, Vacaville and Sacramento

SolanoExpress 30 Short Fare: Travel between Fairfield and Vacaville, Fairfield and Dixon, Vacaville and Dixon, Vacaville and UC Davis, Dixon and UC Davis, Dixon and Sacramento, UC Davis and Sacramento

SolanoExpress 40 Fare: Travel between Vacaville and BART, Fairfield and BART

SolanoExpress 40 Short Fare: Travel between Vacaville and Fairfield, Vacaville and Benicia, Fairfield and Benicia, Benicia and BART

DART Paratransit	
Local	\$4.50
Intercity	\$7.80
Stored Value	\$45.00

FAST Administrative Office ~ 2000 Cadenasso Drive ~ Fairfield

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Solano
Express

AGENDA TRANSMITTAL

MEETING DATE: February 4, 2014

CITY AGENDA ITEM: Council Adoption of Resolution No. 2014-___: Authorizing the City Manager to Enter into a Professional Services Agreement on the City's Behalf with Gates & Associates for Public Outreach and Conceptual Design of the Lawler Ranch Park Phase II Project.

FISCAL IMPACT: There is no impact to the General Fund. A total of \$974,000 is available in the Parks Development Fund for the design and construction of the Lawler Ranch Park Phase II Project (Project), and funds are available in the Lawler Ranch Maintenance Assessment District (LRMAD) Fund for the operation and maintenance of the Project. The Project has available a total of \$974,000 and from that \$25,000 is budgeted to cover the public outreach and conceptual design portion of the Project.

BACKGROUND: The development of Lawler Ranch Park has progressed in phases. Phase I of the park was completed in early 2007. Now that adequate funds are available for maintenance of the additional phase of the park, development of the Phase II of the park is proceeding forward. The first step in the process is to hire a landscape architect to assist with public outreach workshops and the conceptual design phase of the Project.

STAFF REPORT: On October 15 2013, the Suisun City Council gave staff permission to move forward with posting for RFQ's from Landscape Architects for assistance with the public outreach workshops and the conceptual design phase of this Project.

Five qualified proposals were received by the City for public outreach and the conceptual design phase of this Project. RFP's were reviewed by multiple Staff members and the top three proposals were identified. It was requested that each of the top three companies come to City Hall and present their proposals in person to a panel of City staff. References were checked for the top two candidate firms. Staff has identified Gates & Associates as the most qualified candidate firm to assist the City with this phase of the Project. Bids were not opened until after all interviews and reference checks were completed.

COMPANY NAME	BID AMOUNT – Step 1 – Public Workshops and Conceptual Plans
Gates & Associates	\$21,545
Abey Arnold Associates	\$21,515
Verde & Associates	\$33,865

PREPARED BY:

Daniel Kasperson, Building & Public Works Director

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

Lawler Ranch Park Phase II Construction Funding

As of October 1, 2013, the Park Development Fund has an available balance of \$1,218,700. The Project is estimated to cost approximately \$974,000. A breakdown of estimated Project costs is as follows:

- Conduct stakeholders meetings and prepare conceptual plans: Approximately \$25,000.
- Prepare construction documents (plans, specifications, and estimates): Approximately \$75,000.
- Construct Lawler Ranch Park - Phase II improvements: Approximately \$765,000.
- Staff costs for project management and inspection: Approximately \$32,500.
- Project contingencies: Approximately \$76,500.

A balance of \$244,700 would remain in the Parks Development Fund for any remaining park projects covered by the impact fee.

Phase II Construction Next Steps

The following is a summary of the next steps in the process of constructing the Lawler Ranch Park Phase II Project:

COMPLETED STEPS:

- City staff would prepare and issue a RFQ for preparation of conceptual plans which would include soliciting input from the LRMAD residents.
- The proposals would be evaluated by a multi-departmental review committee, and the top two or three firms would be invited to participate in interviews conducted by the review committee.

REMAINING STEPS:

- Staff would bring a recommendation back to Council to award a contract with a consulting firm to assist with public outreach and to prepare the conceptual design, and plans and specifications for the Project.
- The consulting firm would seek input from the residents of Lawler Ranch and the community.
- The consulting firm would prepare a conceptual plan for the Project.
- The consulting firm would take the conceptual plan to the Parks & Recreation Commission for its review and approval.
- The consulting firm would take the conceptual plan to the Planning Commission for its review and approval.
- The consulting firm would take the conceptual plan to the City Council for its review and approval.
- Plans and specifications would then be prepared and construction bids would be sought.
 - If the City is pleased with the work produced by Gates & Associates, then a contract will be negotiated for the preparation of the construction documents with

Gates & Associates. The City reserves the right to take this portion of the Project back out to RFQ if it is determined that another firm would be better suited in completing the construction documents.

- The contract for the completion of the construction documents will then be brought to the City Council for award.
- The construction contract would then be brought to the City Council for award.

As previously presented to Council, Staff is confident that there will be an ongoing revenue stream available from the LRMAD to fund the maintenance of Phase II, which is estimated to be about \$20,000 per year.

RECOMMENDATION: It is recommended that the City Council adopt:

1. Resolution No. 2014-__: Authorizing the City Manager to Enter into a Professional Services Agreement on the City's Behalf with Gates & Associates for Public Outreach and Conceptual Design of the Lawler Ranch Park Phase II Project.

ATTACHMENTS:

1. Council Resolution No. 2014-__: Authorizing the City Manager to Enter into a Professional Services Agreement on the City's Behalf with Gates & Associates for Public Outreach and Conceptual Design of the Lawler Ranch Park Phase II Project.

RESOLUTION NO. 2014- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT ON THE CITY'S BEHALF WITH GATES & ASSOCIATES
FOR PUBLIC OUTREACH AND CONCEPTUAL DESIGN OF THE LAWLER RANCH
PARK PHASE II PROJECT**

WHEREAS, as of October 1, 2013, there is an available Park Development Fund balance of \$1,218,700 available for the construction of the final phase of Lawler Ranch Park Phase II Project (Project) which may be used to fund the Project that is estimated to cost \$974,000; and

WHEREAS, the City staff has determined the Lawler Ranch Maintenance Assessment District (LRMAD) is capable of sustaining the projected maintenance costs required to maintain the Project; and

WHEREAS, the City staff and the Parks and Recreation Commission recommend taking the necessary steps to complete Phase II of the Lawler Ranch Park, including the facilitation of conceptual design plan workshop(s) with the LRMAD residents and to review the 2004 Master Plan for potential updates or modifications; and

WHEREAS, the City released a Request for Qualifications on November 13, 2013 and bids were opened on December 17, 2013, and five landscape architectural firms responded; and

WHEREAS, City staff has conducted a selection process for Architectural and Engineering Services for the Project; and

WHEREAS, Gates & Associates, a California Corporation was selected as the most qualified firm.

NOW, THEREFORE, BE IT RESOLVED, that that the City Council of the City of Suisun City authorizes the City Manager to enter into a Professional Services Agreement on behalf of the City with Gates & Associates for the public outreach and conceptual design of the Lawler Ranch Park Phase II Project in an amount not to exceed \$22,500 and to take any and all necessary and appropriate actions to implement this contract. The City Council further authorizes the City Manager to approve unanticipated changes in the scope of work not to exceed 10% of the design phase of the contract.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 4th day of February 2014, by the following vote:

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

WITNESS my hand and the seal of said City this 4th day of February 2014.

Donna Pock, CMC
Deputy City Clerk

AGENDA TRANSMITTAL

MEETING DATE: February 4, 2014

CITY AGENDA ITEM: Council Adoption of Resolution No. 2014-__ : A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute a Funding Agreement with Solano Transportation Authority (STA) to Fund an Update of the Downtown Waterfront Specific Plan.

FISCAL IMPACT: The STA grant totals \$163,000. The City's required match for this project will be \$21,118 (or 11.47%). Staff time to administer the grant and manage the work of outside consultants may be used to meet the match requirement. The local match requirement may be met anytime within the life of the grant.

BACKGROUND: On March 5, 2013, the City Council adopted a resolution that authorized the City Manager to execute a grant contract to apply for planning funds to confirm, update and expand the Downtown Waterfront Specific Plan. The City was successful in applying for these funds and has been working on contract language with Solano Transportation Authority (STA) as of late. Action on this item will give the City Manager authority to enter into a funding agreement with STA.

STAFF REPORT: The Downtown Waterfront Specific Plan was created in 1983 and was comprehensively amended in 1999. The creation of this specific plan was included as an implementation measure of the 1979 General Plan as the General Plan recognized the need for special treatment of the Historic Downtown and Waterfront.

The Priority Development Area (PDA) program was jointly developed by the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG) in order to facilitate infill development near existing and planned transportation facilities. Suisun City has one Priority Development Area; the Downtown Waterfront.

The regional agencies have currently made available Federal funding to Solano Transportation Authority (STA) for planning studies associated with Priority Development Areas. The City Council, back in March of 2013, gave direction to confirm, update and expand the current Downtown Waterfront Specific Plan, and complete the associated Environmental Impact Report, through this funding opportunity.

Currently, the Downtown Waterfront PDA includes property north of Highway 12 including the "30-acre" and the "Denver Curve" properties. These later two properties are not located within the current boundaries of the Downtown Waterfront Specific Plan, but through this update process, would be, allowing the City the ability to better leverage the asset of the Suisun-Fairfield Train Depot in its land use planning of this broader area. Furthermore, without this funding opportunity, the City would not be in a position to update its existing Specific Plan to be more in-line with current growth and development outlooks, specifically in the areas of visitor

PREPARED BY:
REVIEWED/APPROVED BY:

John Kearns, Associate Planner JK
 Suzanne Bragdon, City Manager

and business serving uses that can build off of the train depot, new waterfront hotel, our growing nucleus as a restaurant hub, and new and exciting changes happening in Suisun Valley.

The Specific Plan process will require approximately two-and-a-half years and will involve substantial public input, including residents, businesses, and property owners. Staff anticipates that the consultant will be selected through a Request for Proposals process by March 2014, with an initial vision and land use plan completed by late 2014. The draft plan should be finished by September 2015, with City Council review occurring in late 2015 and early 2016. The Plan will be completed by May 2016.

As part of the Specific Plan Update process, the City will need to plan for an increase of approximately 1,040 residential units and 920 jobs over the next 26 years in the PDA. Staff has taken a proactive approach in analyzing potential opportunities to accomplish these goals without losing the unique “old town”/“small town” feel of the waterfront area. This is accomplished by considering more efficient use of both vacant and underutilized property (i.e., Benton Court, west side of Main, air-space above the park & ride lot and property adjacent to the Train Depot.

Fairfield has also requested planning funds from STA to update their Downtown Specific Plan. The City of Fairfield intends to coordinate our planning process with Suisun City. Areas that support coordination include TOD housing and connectivity between the two communities.

The attached resolution authorizes the City Manager to enter into a funding agreement with STA to prepare the Specific Plan.

RECOMMENDATION: It is recommended that the City Council:

1. Council Adoption of Resolution No. 2014-__: A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute a Funding Agreement with Solano Transportation Authority (STA) to Fund an Update of the Downtown Waterfront Specific Plan.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2014-__: A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute a Funding Agreement with Solano Transportation Authority (STA) to Fund an Update of the Downtown Waterfront Specific Plan

RESOLUTION NO. 2014-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT
WITH SOLANO TRANSPORTATION AUTHORITY (STA) TO FUND AN UPDATE OF
THE DOWNTOWN WATERFRONT SPECIFIC PLAN**

WHEREAS, the City has been awarded grant funds from Solano Transportation Authority through the One Bay Area Grant Program to confirm, update, and expand the Downtown Waterfront Specific Plan; and

WHEREAS, the City created a Downtown Waterfront Specific Plan in 1983 and comprehensively amended it in 1999; and

WHEREAS, the City Council authorized the City Manager to apply for a planning grant to confirm, update, and expand the Downtown Waterfront Specific Plan on March 5, 2013; and

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the execution of a funding agreement with Solano Transportation Authority (STA) to fund an update of the Downtown Waterfront Specific Plan.

PASSED AND ADOPTED at a regular meeting of the Suisun City Council held on the 4th day of February, 2014 by the following vote:

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

WITNESS my hand and the seal this 4th day of February, 2014.

Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: February 4, 2014

CITY AGENDA ITEM: Council Adoption of Resolution No. 2014-__ : A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute and Submit a Grant Application for the Sustainable Communities Planning Grant and Incentives Program.

FISCAL IMPACT: As part of the ultimate grant agreement, the City will be required to provide a match of \$13,000-\$15,000 (hard and soft costs.) Furthermore, a portion of this match can pay for staff time to administer and implement the grant activity. If the grant is successfully awarded, staff will return to the Council with more specific information regarding the cash match requirements.

BACKGROUND: California Assembly Bill 32 (2006) set a state-wide goal of achieving 1990 GHG emission levels by 2020. Governor's Executive Order S-3-05 also established GHG emission reduction targets for the state, with an ultimate goal of reducing GHG emissions to 80 percent below 1990 levels by 2050.

On February 7, 2012, the City Council adopted a resolution to approving a Joint Application for Grant Funds for the Sustainable Communities Planning Grant and Incentives Program for the Solano Regional Climate Action Planning Program. Over the course of the past two years, staff has been working toward the completion of our Climate Action Plan. that effort has moved forward with the completion of a draft Energy Element, funded by Pacific, Gas and Electric (PG&E) in late 2012 and a draft of the remainder of the document to be released in the next couple of months.

On December 6, 2013, the California Strategic Growth Council released a request for proposals for the Sustainable Communities Planning Grant and Incentives Program, a program intended to facilitate development and implementation of climate action plans that lead to significant reductions in GHG emissions, consistent with state objectives.

STAFF REPORT: The City of Suisun City is currently drafting a climate action plan as a part of a regional collaborative with the cities of Solano County under the leadership of the Solano Transportation Authority. Each jurisdiction involved in this effort is using a reduction target for 2020 and assembling different "packages" of reduction measures to achieve this target. The City's climate action plan will be released prior to adoption of the upcoming General Plan Update. However, action on the Climate Action Plan (CAP) is not anticipated until the conclusion of the General Plan Update process.

The City's planning horizon for the General Plan will be 2035, and the Project proposed for grant funding would allow the City to develop its CAP to consider 2035 GHG reduction targets, fair-share performance standards for new development, the use of offsets within a climate action strategy, and incentives for low travel demand development.

PREPARED BY:
REVIEWED/APPROVED BY:

John Kearns, Associate Planner JK
 Suzanne Bragdon, City Manager

Many cities are able to meet short-term targets under their CAP; however, longer-range targets, while still addressing needs for viable future development, are far more challenging. The City has been approached to take part in a grant application to the Strategic Growth Council, along with the City of Pittsburgh, as part of a pilot climate action program. This grant opportunity is proposed by AECOM and the interest is to develop Climate Action Plan strategies that are more flexible, economical and successful, which in turn means more supportive of development. By jointly applying for the grant it is anticipated that the application will be strengthened. Additionally, AECOM feels that they have a successful track record in receiving granting through this organization and that the Strategic Growth Council will find the proposed grant application unique and innovative.

The City's General Plan Environmental Impact Report (EIR) would spell out a clear implementation strategy for this advanced and innovative GHG reduction approach. The City is preparing a Zoning Ordinance Update at the same time, so certain elements of the climate action strategy would be immediately implemented through changes to the City Code. The City's investment in the General Plan, EIR, and Zoning Ordinance, and the ongoing investment in the regional climate action plans would be considered "leveraged" toward the activities proposed for funding in this application. With the activities the City is undertaken, described above, this activity of essentially incorporating climate action best practices into a General Plan is the next sequential step, which helps make the proposed application even more competitive.

As described in the request for proposals, the Sustainable Communities Planning Grant and Incentives Program is meant to help jurisdictions overcome challenges and enable communities to become sustainable communities. Sustainable communities not only successfully balance development, the economy and environmental preservation, but also integrate health, safety and equity as core values.

There are three primary benefits staff believes can be the result of a successful grant application:

- Simplify CEQA analysis for projects in the City
- Create self-funding strategy for projects that facilitate development in the Downtown Waterfront Area, such as transportation improvements, energy efficiency upgrades, and others
- Investigate feasibility of an in-lieu approach to greenhouse gas emissions, which may be preferred by the development community compared to the more typical prescriptive requirements approach

If the grant is successful, applicants will be notified in late 2014. There is also expected to be a 3-year timeframe to complete the grant activity.

RECOMMENDATION: It is recommended that the City Council:

1. Council Adoption of Resolution No. 2014-__: A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute and Submit a Grant Application for the Sustainable Communities Planning Grant and Incentives Program.

ATTACHMENTS:

1. Council Adoption of Resolution No. 2014-__: A Resolution of the City Council of the City of Suisun City Authorizing the City Manager to Execute and Submit a Grant Application for the Sustainable Communities Planning Grant and Incentives Program.

RESOLUTION NO. 2014-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT A GRANT
APPLICATION FOR THE SUSTAINABLE COMMUNITIES PLANNING GRANT AND
INCENTIVES PROGRAM.**

WHEREAS, the Legislature and Governor of the State of California have provided funds for the Sustainable Communities and Planning Grant and Incentives Program, which is intended to facilitate development and implementation of plans that lead to significant reduction in greenhouse gas emissions; and

WHEREAS, the Strategic Growth Council has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the Strategic Growth Council require a resolution certifying the approval if the application by the applicant's governing board, before submissions of said application to the State; and

WHEREAS, the City of Suisun City, if selected, will enter into an agreement with the State of California to carry out development of the proposal.

NOW, THEREFORE, the City Council finds and determines as follows:

Section 1. Approval of Application Submission

The City Council hereby approves the filing if an application for the Regional/Local Climate Action Best Practices Project, in order to advance its efforts of being a sustainable community.

Section 2. Certification

The City Council hereby certifies that:

1. The City understands the assurances and certification in the application; and
2. The City has sufficient funds to develop the proposal or will secure the resources to do so; and
3. The proposal will comply with any applicable laws and regulations.

Section 3. Authorization

The City Manager or his/her designee is hereby appointed as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project.

Section 4. Effective Date

This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED at a regular meeting of the Suisun City Council held on the 4th day of February, 2014 by the following vote:

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

WITNESS my hand and the seal this 4th day of February, 2014.

Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: February 4, 2014

CITY AGENDA ITEM: Adoption of Resolution No. 2013-_____: Approving a Priority List of Events with Associated Costs to be Submitted to the Suisun City Community Services Foundation for Funding for the 2014 Season.

FISCAL IMPACT: There would be no fiscal impact associated with the proposed action.

BACKGROUND: Due to the loss of the Redevelopment Agency which provided funding for special events, the Suisun City Community Services Foundation (the Foundation) was established in 2012 to generate funds to cover the cost of putting on community events in Suisun City. In 2013 the Foundation contributed \$20,799.84 to fund the Saturday Night Movies, Sunday Jazz Series and Christmas on the Waterfront as requested by City Council at the February 12, 2013 City Council Meeting.

STAFF REPORT: The Foundation is recommending to City Council that the priority of events remain the same for 2014. The Foundation anticipates having probable funding available for Christmas on the Waterfront, Saturday Night Movies and Sunday Jazz Series. In addition to duplicating and covering the cost of the events of 2013, the Foundation is likewise proposing to fund two additional movie and jazz productions before the City's 4th of July event, as well as adding back a five to seven minute fireworks show as part of the Christmas on the Waterfront Event, as has been done in the past years.

An attachment to this staff report outlines the events funded by the Community Services Foundation last year, along with the actual costs for those events. The proposed budget for 2014 is likewise included in this attachment.

RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 2014_____: Approving a Priority List of Events and Associated Costs to be Submitted to the Suisun City Community Services Foundation for Funding for the 2014 Events Season.
-

ATTACHMENTS:

1. Resolution No. 2013-_____: Approving a Priority List of Events with Associated Costs to be Submitted to the Suisun City Community Services Foundation for Funding for the 2013 Events Season.
 2. Exhibit A: Suisun City Events Budget Actuals of 2013 and 2014 Estimates.
-

PREPARED BY:

Mick Jessop, Recreation and Parks Director

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

RESOLUTION NO. 2014-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
PROVIDING A PRIORITY LIST OF EVENTS WITH ASSOCIATED COSTS TO BE
SUBMITTED TO THE SUISUN CITY COMMUNITY SERVICES FOUNDATION FOR
FUNDING FOR THE 2014 EVENTS SEASON**

WHEREAS, the City of Suisun City Redevelopment Agency annually adopts a seasonal events calendar; and

WHEREAS, with the loss of the Redevelopment Agency funding for special events the Suisun City Community Services Foundation (SCSF) was established to generate funding; and

WHEREAS, on February 4, 2014, the City Council reviewed a proposed priority list of special events for coming year; and

WHEREAS, Exhibit A is the priority list of events with associated costs that the City Council agreed upon.

NOW, THEREFORE, BE IT RESOLVED that the City council of the City of Suisun City hereby approves the Suisun City Events Budget for 2014 that is contained in Exhibit A attached hereto sets the priority for SCSF to fund as and incorporated by this reference.

PASSED & ADOPTED at a regular meeting of the City Council of the City of Suisun City held on this 4th day of February, 2014 by the following vote:

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

ABSTAIN: Councilmembers: _____

WITNESS my hand and the seal of said City this 4th day of February, 2014.

Linda Hobson, CMC
City Clerk

EXHIBIT A

SUSIUN CITY EVENTS BUDGET ACTUALS & 2014 ESTIMATE

	2013 Actual	2014 Cost Estimate
4TH OF July event is funded from 2013 fireworks sales	\$ 47,214.09	\$ 52,000.00
 Christmas on the Waterfront December 6, 2014	 2013 Actual w/ Estimate	 2014 Cost Estimate
Tree Lighting, etc.	\$ 7,815.00*	\$ 8,000.00
Boat Ride	\$ 175.00	\$ 250.00
Set up for Vendors	\$ 335.00	\$ 350.00
Bonfire	\$ 1,848.00	\$ 2,000.00
Train	\$ 800.00	\$ 800.00
Hayrides	\$ 1,585.00	\$ 1,600.00
Marketing	\$ 776.98	\$ 1,000.00
Restrooms	\$ 1,047.07	\$ 1,000.00
Staffing	\$ 595.09	\$ 1,400.00
Misc. Supplies	\$ 430.83	\$ 700.00
Sponsorship Signs	\$ -	\$ 600.00
Fireworks	\$ -	\$ 5,000.00
TOTAL	\$ 15,407.97	\$ 22,700.00
 Saturday Night Movies: 7 Nights	 2013 Actuals	 2014 Cost Estimate
Movies	\$ 2,237.00	\$ 2,450.00
Staff Cost	\$ 293.00	\$ 525.00
Marketing	\$ -	\$ 100.00
Restrooms	\$ -	\$ 250.00
Signage	\$ -	\$ 200.00
Cost of 2 extra nights	\$ -	\$ 850.00
TOTAL	\$ 2,530.00	\$ 4,375.00
 Sunday Afternoon Jazz: 7 Days	 2013 Actuals	 2014 Cost Estimate
Bands *2 bands donated	\$ 2,800.00*	\$ 5,000.00
Staff Cost	\$ 406.00	\$ 700.00
Direct Advertising	\$ 75.00	\$ 250.00
Portable Restrooms	\$ 456.00	\$ 250.00
Signage	\$ -	\$ 200.00
Cost for 2 extra days	\$ -	\$ 1,800.00
TOTAL	\$ 3,737.00	\$ 8,200.00
 Friday Night Concert: 8 Nights	 2011 Actuals	 2014 Cost Estimate
Bands & Sound	\$ 16,950.00	\$ 15,750.00
Staffing	\$ 1,337.00	\$ 1,685.00
Emcee	\$ 750.00	\$ 700.00
Security	\$ 1,067.00	\$ 1,050.00
Direct Advertising	\$ 1,273.00	\$ 1,500.00
Equipment Rental	\$ 672.00	\$ 700.00
TOTAL	\$ 22,049.00	\$ 21,385.00

Shorefest: June	2010 Actuals	2014 Cost Estimate
Staffing	\$ 732.00	\$ 1,200.00
Entertainment / Sound	\$ 5,360.00	\$ 2,500.00
Advertising	\$ 3,080.00	\$ 2,500.00
Permits	\$ 338.00	\$ -
Signs / Rentals / Contracts	\$ 723.00	\$ 1,500.00
Restrooms	\$ 790.00	\$ 900.00
Supplies / Misc.	\$ 270.00	\$ 400.00
TOTAL	\$ 11,293.00	\$ 9,000.00

TOTAL COST ESTIMATE BY EVENT FOR 2014

Christmas on the Waterfront	\$ 22,700.00
Saturday Night Movies	\$ 4,375.00
Sunday Afternoon Jazz	\$ 8,200.00
Friday Night Concerts	\$ 21,385.00
Shorefest	\$ 9,000.00
TOTAL	\$ 65,660.00

(All staffing costs reflect direct employee costs)

AGENDA TRANSMITTAL

MEETING DATE: February 4, 2014

AGENDA ITEM: Discussion and Direction: Fireworks Sales Funding Arrangements between Non-Profits and Wholesaler.

FISCAL IMPACT:
None at this time.

BACKGROUND:

City Council direction at the January 21, 2014 meeting to Staff was to bring back a discussion and direction item on how the fireworks wholesale agreement was implemented, the sales receipts divided, and the effect on the nonprofits. Concern was voiced that the proceeds received by the non-profits may not be considered sufficient enough for the time and effort that goes into selling fireworks during the week before July 4th.

Fireworks sales by nonprofits have been authorized since 2012 in Suisun City. Fireworks are sold by three separate nonprofits from three booths in the city. There are two wholesalers (TNT Fireworks and Phantom Fireworks) that supply fireworks to this region of California. The City, wholesalers, and nonprofits share in the profits from the sales.

The Wholesaler Agreement is managed and signed by the City Manager as specified in the Ordinance and the Resolution on an annual basis. "Exhibit A" of the wholesaler agreement Section C-5 specifies the surcharge and section D-20 specifies how the profits are split.

The concepts of the wholesaler giving a donation from the gross receipts was initially discussed by the Council at the February 21, 2012 CC Meeting as a sustainable approach for the City to be able to fund the July 4th Community Event on an ongoing basis.

The Wholesalers agreement was negotiated with Mr. Dennis Revell, President of Revell Communications, Representing TNT fireworks. Both wholesalers agreed to the terms negotiated, which essentially results in the wholesaler paying the City 52% of the gross net receipts (essentially about 52% of the nonprofit's cut before expenses.) This was determined to be necessary to fund the July 4th community event, which the Wholesalers communicated was an important event for them in order to make the sale of fireworks in our small community worthwhile.

With two years of experience of selling fireworks in Suisun City, Council has asked staff to bring this item forward for further discussion to see if there is room to make modifications to the formula as a benefit to the non-profit organizations while still supporting the interest of a sustainable approach to funding the July 4th Community Event.

PREPARED BY
REVIEWED/APPROVED BY:

Michael O'Brien, Fire Chief
Suzanne Bragdon, City Manager

STAFF REPORT

Fireworks sales have occurred in Suisun City for two years – 2012 and 2013. The table below shows the detail split of monies from Fireworks sales for last year, 2013. As indicated:

- The City's 2013 52% share, which is used to put on the 2014 annual July 4th Community Event, amounted to \$49,176.
- The non-profit share, before expenses averaged to be around \$2,000, ranged from \$9,800 to \$15,400 to \$20,200 for a total of \$45,393.
- These 2013 figures represent a decline of roughly 10% from 2012 level, when the City received, for example, \$54,139.
- The third column titled "12% Revenue for Enforcement" is a surcharge on the retail cost of the fireworks, which goes to cover costs associated with the enforcement of fireworks given that the use is now considered "legal" within the city limits; this money cannot be used for putting on the July 4th Celebration (i.e., fireworks show, set-up, entertainment, administration, etc., but rather safety related aspects of the event.)

The cost to put on the July 4th 2014 Community Event is proposed at roughly \$61,000 (\$61,000 for event activities – not safety.) These reflect an increase of \$10,000 from the prior year." The prevention/enforcement costs of the event (\$18,250) are covered by Fund 53 the Surcharge.

City of Suisun City				
Fireworks Sales				
Fiscal Year 2013-2014				
	Net after wholesaler, sales tax, & surcharge	"52% " Revenue for events 050-75210-8815	"48%" NP Split	"12% " Revenue for enforcement 053-75210-8819
TNT - Titans	32,114.31	16,699.44	15,414.87	7,707.43
TNT-Little League	42,132.87	21,909.09	20,223.78	10,111.89
Phantom Vikings	20,321.54	10,567.20	9,754.34	4,877.17
Total July 2013 Event		49,175.73	45,392.98	22,696.49
From July 2012 Event		54,138.88		24,987.16
Increase(Decrease)		-4,963.15		-2,290.67
%		-0.09		-0.09

Given these event costs, the margin of the 52% of the proceeds that the City receives to put on the annual July 4th Community Event is not projected to be enough to cover the costs looking forward. However, recognizing that the City has received in the range of \$10,000 from vendor/booth fees and sponsorships, brings the net cost of the event closer to \$50,000. This

brings the cost of putting on the event – give or take \$5,000 – closer to the projected funds anticipated through fireworks sales. Beyond this, three additional factors should be considered:

- The City does have roughly \$24,000 in its reserve account for July 4th events (after deducting costs to be incurred for July 4th 2014) resulting primarily from the fact that event costs were tightened significantly in 2012 in order to have a financial cushion in place moving forward. This was important given that no one really knew how fireworks sales actually would proceed into the future.
- July 4th, over the past two years, has fallen on week-days (Wednesday and Thursday), which statistically impacts fireworks sales. Over the next four years, the date will fall virtually on the weekend (Friday – Monday), which should help sales. This in turn, helps the City and the participating non-profits.
- In discussions with the wholesalers, we anticipated receiving upwards of six applications by non-profits to “man the booths” this coming season. The due date is February 4th, so we will be able to report actual applications at the Council meeting.

Given these factors, and the interests of being able to have a sustainable funding source for the July 4th Community Event while supporting the non-profit sector, some options available for consideration include:

- Allow non-profits to take pre-identified expenses out of the formula before the split occurs between the City and Non-Profit; or
- Set a cap on the amount generated for the City so that if sales are stronger, the non-profits benefit from their own efforts of increased marketing out outreach, while the City is ensured the ability to cover the costs for hosting the July 4th Community event; or
- From existing reserves (a not-to-exceed amount), provide a minimum amount that each non-profit group receives for their efforts either on a one-time or ongoing basis; or
- Other ideas; or
- Any combination of the above.

It is also worth noting that over the past two years, a booth has represented two non-profits to “share the proceeds” because the selected non-profit with a local preference did not have the staffing to actually staff a booth for the hours and days required. Obviously, this would reduce the amount of revenue that each non-profit receives.

Based on Council discussion and direction, a specific proposal for Council consideration and action will come back for adoption at a subsequent meeting.

RECOMMENDATION:

Provide Direction to staff on approaches and interests relative to the funding arrangements to be put in place between the non-profits and wholesalers.

Attachments:

1. Resolution No. 2013-73 Fireworks Amendment
2. Final Wholesaler Agreement
3. Wholesale agreement Exhibit A

RESOLUTION NO. 2013-73

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ADOPTING CERTAIN FINDINGS AND THE POLICY DIRECTIVES TO
IMPLEMENT THE SALES AND USE OF SAFE AND SANE FIREWORKS AS
ALLOWED BY TITLE 8, CHAPTER 8.04 OF THE SUISUN CITY CODE**

WHEREAS, the Suisun City Code has been amended to permit the sales of Safe and Sane Fireworks, and to regulate other fireworks-related activities; and

WHEREAS, the sale of Safe and Sane Fireworks has benefitted the City of Suisun City by providing local Nonprofit Organizations who work for the benefit of the community with an opportunity to raise funds; and

WHEREAS, the City Council deems it necessary to adopt Certain Findings for the sale and use of Safe and Sane Fireworks; and

WHEREAS, the City Council deems it necessary to adopt Policy Directives for the sales and use of Safe and Sane Fireworks.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby finds that Fireworks stands are categorically exempt from the California Environmental Quality Act ("CEQA") under CEQA Guidelines section 15311 as minor accessory structures appurtenant to existing commercial, industrial, or institutional facilities; and

BE IT FURTHER RESOLVED that the City Council of the City of Suisun City hereby adopts the following Policy Directives:

1. **Number of permits.** Three (3) Fireworks Sales Permits will be made available for the sale of Safe and Sane Fireworks in the City of Suisun City.
2. **Locations of fireworks stands.** Fireworks stand locations will be approved by the City Manager.

1 3. **Fireworks stands.** Fireworks stands may be put in place by the permittee no earlier
2 than 8:00 a.m. on June 20.

3 Signs for fireworks sales shall be displayed no earlier than seven days (June 21) before the
4 approved start of sales, June 28, and must be removed four (4) days after the fireworks sales
5 period ends. (July 8)

6
7 All unsold fireworks and accompanying litter shall be cleared from the location by 5:00 p.m.
8 two (2) days after the fireworks sales period ends, (July 6).

9 The fireworks stand shall be removed from the temporary location by 12:00 p.m. on July 10.
10

11 4. **Permissible hours of use.** It shall be unlawful to discharge any "Safe and Sane
12 Fireworks" except during the hours of 9:00 am to 10:00 pm June 28 through July 6.

13 5. **Permissible hours of sale.** Dates and Hours of the sale of "Safe and Sane Fireworks"
14 shall begin no earlier than 12:00 noon on June 28 and shall not continue after 9:00 pm on July
15 4 of the same year. Sale of fireworks shall be permitted only from 12:00 noon to 9:00 pm on
16 June 28 and from 9:00 am to 9:00 pm daily June 29 through July 3, and 9:00 am to 9:00 pm
17 on July 4.

18
19 6. **Filing Application for Firework sales on July 4th.** Applications will be accepted
20 from January 1, until February 4, 2014, until 5:00 pm.

21 7. **Permittee selection process.** The process for selection of permittees to hold and use
22 Fireworks Sales Permits shall be consistent with the following policy directives:

23 a. Only Qualified Applicants, as that term is defined in section 8.04.010 of the
24 Municipal Code, shall be eligible to submit an application for a permit. Applicants are
25 qualified on the basis of the following criteria:

26
27 i. Organizations that have proved they are qualified by documentation of
28 charitable nonprofit status with the State and IRS 501 3c. The

organization bylaws or Articles of incorporation shall state organized for a charitable, educational, religious, or scientific purposes, and, a nonprofit organization.

ii. Charitable organizations "Primarily Serving Suisun City Residents and Businesses," as that phrase is defined in the Municipal Code, and are organized primarily to benefit youth, schools, veterans, or local businesses in Suisun City shall be given preference in the first lottery drawing.

iii. The organization has at least 10 members that will staff the booth and a plan to keep the booth open for the full sales period.

iv. Organizations with less than 10 members shall produce an agreement with another nonprofit organization for a joint application.

b. The lottery shall take place at a time, place, and manner determined by the Fire Chief in accordance with the administrative rules and procedures adopted by the Fire Chief. In 2013, the lottery will be held on February 19, 2014, at 10:00 am in the Council Chambers.

i. If three or less organizations with the above preference apply, these organizations will be drawn in a lottery to determine selection for available permits.

ii. The choice of fireworks stand sites will be drawn separately after the permits have been determined.

iii. ii. After the authorized number of permits has been awarded, the remaining qualified applicants shall be drawn in a second lottery as alternates. Each alternate, according to the order drawn, shall be offered a permit if one of the original permittees cannot meet the

requirements of this Chapter or if a permittee voluntarily surrenders its permit.

8. Fireworks Wholesaler—Distribution agreement.

- a. All fireworks wholesalers who seek to do business in the city and supply and contract with applicants for fireworks booth permits in the city shall enter into and execute a fireworks wholesaler distribution agreement with the city no later than April 4, 2014.

9. Fireworks Wholesaler Public Education Plan.

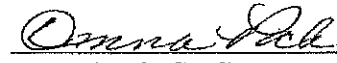
- a. Each fireworks distributor/wholesaler supplying one or more nonprofit organizations who are permittees under this chapter, shall submit a public education plan to the city by no later than 5:00 pm on May 30, 2014.

7. **City Manager to administer fireworks program.** The City Manager is hereby directed to administer the Suisun City Fireworks Program; the City Council of the City of Suisun City authorizes the City Manager to execute any and all necessary documents pertaining to implementation of the Sales and the Use of Safe and Sane Fireworks in the City Suisun City.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 17th of December, 2013, by the following vote:

AYES:	Councilmembers:	<u>Day, Hudson, Segala, Wilson</u>
NOES:	Councilmembers:	<u>None</u>
ABSENT:	Councilmembers:	<u>Sanchez</u>
ABSTAIN:	Councilmembers:	<u>None</u>

WITNESS my hand and the seal of said City this 17th day of December 2013.


Donna Pock, CMC
Deputy City Clerk

WHOLESALE DISTRIBUTION AGREEMENT
BETWEEN THE CITY OF SUISUN CITY
AND

FOR
SUPPLY AND DISTRIBUTION OF "SAFE AND SANE" FIREWORKS
IN THE CITY OF SUISUN CITY

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Suisun City a municipal corporation of the State of California, hereinafter called "City," and hereinafter referred to as "Wholesaler" (City and Wholesaler may be referred to hereinafter each as a "Party" and together as the "Parties").

Recitals

- A. The City desires to retain a Wholesaler having special skill and knowledge in the field of supply and distribution of "safe and sane" fireworks products, and leasing and establishing fireworks sales stands to supply "safe and sane" fireworks to selected non-profit organizations in the City of Suisun City.
- B. Wholesaler represents that Wholesaler is able and willing to provide such services to the City,
- C. In undertaking the performance of this Agreement, Wholesaler represents that it is knowledgeable in its field and that any services performed by Wholesaler under this Agreement will be performed in compliance with such standards as may reasonably be expected from a comparable company in the field.

Wholesaler has been selected to perform these services pursuant to Title 8, Chapter 8.4 of the Suisun City Municipal Code.

NOW, THEREFORE, it is agreed by City and Wholesaler as follows:

1. Scope of Services

Wholesaler shall provide all services as described in this Agreement, including Exhibit A, which is attached hereto and incorporated into this Agreement by this reference, and Title 8, Chapter 8.4 of the Suisun City Municipal Code. These services shall sometimes hereinafter be referred to as the "Services."

Wholesaler hereby designates _____ who shall represent Wholesaler and be its primary contact and agent in all consultations with City during the performance of this Agreement.

2. City Staff Assistance

City shall assign a staff coordinator to work directly with Wholesaler in the performance of this Agreement.

3. Compensation

a. Wholesaler agrees that total compensation for its services shall be provided by the selected non-profit fireworks stand operator, as further described in Exhibit A.

4. Term

Time is of the essence of this Agreement. The services of Wholesaler are to commence as soon as practicable after the execution of this Agreement by City (the "Commencement Date") and terminate on December 31, 2013, unless terminated earlier in accordance with the provisions of this Agreement. All tasks specified in Exhibit A shall be completed no later than August 1, 2013. This schedule and Term may be amended if mutually agreed to in writing by City and Wholesaler.

5. Hold Harmless

Wholesaler hereby agrees to protect, defend, indemnify and hold harmless the City, its officers, elected or appointed officials, employees, agents, and volunteers from and against any and all, claims, damages, losses, expenses, judgments, demands and defense costs, and consequential damage or liability of any kind or nature, however caused, including those resulting from death or injury to Wholesaler's employees and damage to Wholesaler's property, arising directly or indirectly out of the obligations or operations herein undertaken by Wholesaler, caused in whole or in part by any negligent act or omission of the Wholesaler, anyone directly or indirectly employed by Wholesaler for whose acts it may be liable, including but not limited to concurrent active or passive negligence, except where caused by active negligence, sole negligence, or willful misconduct of the City. Wholesaler will conduct all defense at its sole cost and expense and City shall approve selection, which reasonable approval shall not be withheld, of Wholesaler's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Wholesaler.

6. Workers Compensation Insurance

Pursuant to California Labor Code Section 1861, Wholesaler acknowledges awareness of Section 3700 *et seq.* of this Code, which requires every employer to be insured against liability for workers' compensation. Wholesaler covenants that it will comply with such provisions prior to commencing performance of the work hereunder.

Wholesaler shall obtain and furnish to City workers' compensation and employer's liability insurance in an amount of not less than the State statutory limits.

Wholesaler shall furnish to City a certificate of waiver of subrogation under the terms of the workers' compensation and employer's liability insurance.

7. General Liability Insurance

In addition to the workers' compensation and employer's liability insurance and Wholesaler's covenant to defend, hold harmless and indemnify City, Wholesaler shall obtain and furnish to City a policy of general public liability insurance, including motor vehicle coverage, covering the Services. This policy shall indemnify Wholesaler, its officers, employees and agents, while acting within the scope of their duties, against any and all claims arising out of or in connection with the Services and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of Five Million Dollars (\$5,000,000) per occurrence. If coverage is provided under a form that includes a designated general aggregate limit, the aggregate limit must be no less than Five Million Dollars (\$5,000,000). This policy shall name City, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage

which may be applicable to the Services shall be deemed excess coverage and that Wholesaler's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

8. Automobile Liability Insurance

Wholesaler shall obtain and furnish to City an automotive liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for Wholesaler's automotive liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and a separate "Additional Insured Endorsement" page listing both the policy number and naming the "*City of Suixun City, its officers, elected or appointed officials, employees, agents and volunteers*" as additional insured on the endorsement. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of City.

9. Certificate of Insurance

Prior to commencing performance of the work hereunder, Wholesaler shall furnish to City a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Wholesaler shall maintain the foregoing insurance coverage in force until the Services under this Agreement are fully completed and accepted by City.

The requirement for carrying the foregoing insurance coverage shall not derogate from Wholesaler's defense, hold harmless and indemnification obligations as set forth in this Agreement. City or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. Wholesaler shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

10. Independent Contractor

Wholesaler is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of City. Wholesaler shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Wholesaler and its officers, agents and employees and all business licenses in connection with the Services to be performed hereunder.

11. Conflict of Interest

Wholesaler covenants that within the City, it presently has no interests and shall not have interests within the City, direct or indirect, which would conflict in any manner with performance of Services specified under this Agreement

12. Termination

This Agreement may be terminated by the City upon thirty (30) days written notice of termination; provided, however, the City shall be prohibited from providing notice of termination between June 1 and July 5 during the term of this Agreement. In such event, Wholesaler shall be entitled to receive compensation for all services performed by Wholesaler prior to receipt of such notice of termination, subject the following conditions:

a. Payment need not be made in the event Wholesaler fails to provide the Services under this Agreement..

13. Exclusivity and Amendment

This Agreement, including Exhibit A attached hereto and made a part hereof, represents the complete and exclusive statement between the City and Wholesaler, and supersedes any and all other agreements, oral or written, between the parties. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Wholesaler. The parties agree that any terms or conditions of any document that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Wholesaler or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not embodied herein.

14. Assignment

Inasmuch as this Agreement is intended to secure the specialized services of Wholesaler, Wholesaler may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the Services which are the subject to this Agreement performed by other Wholesalers retained by City.

15. City Employees and Officials

Wholesaler shall employ no City official nor any City employee in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. Notices

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to Wholesaler's agent (as designated in Section 1 hereinabove) or to City as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses below. City and Wholesaler may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U.S. certified mail - return receipt requested:

To City:

City Manager's Office
City Hall
701 Civic Center Blvd.
Suisun City, Ca 94585

To Wholesaler: _____

Name: _____

Address: _____

City, St, Zip: _____

17. Consent

When a Party's consent/approval is required under this Agreement, such Party's consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transactions or event

18. Modification

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. Section Headings

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit, describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. Interpretation of this Agreement

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender shall be deemed to include the feminine gender, and a singular or plural number shall be deemed to include the other, whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

21. Immigration

Wholesaler shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

22. Legal Services Subcontracting Prohibited

Wholesaler and City agree that City is not liable for payment of any legal services expenses incurred by Wholesaler and that such legal services are expressly outside the scope of services contemplated hereunder. Wholesaler understands that the City Attorney is the exclusive legal counsel for City.

23. Confidentiality

The Parties recognize that in the performance of their duties under this Agreement, the Parties must conduct their activities in a manner designed to protect non-public information of a sensitive nature from improper use or disclosure.”

24. Discrimination

Wholesaler shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Wholesaler affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

25. Jurisdiction - Venue

This Agreement and all questions relating to its validity, interpretation, performance, and/or enforcement shall be governed and construed in accordance with the laws of the State of California. Solano County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with, or by reason of this Agreement.

26. Licenses

Wholesaler shall throughout the term of this Agreement maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the Services hereunder and required by the laws and regulations of the United States, the State of California, the City of Suisun City and all other governmental agencies. Wholesaler shall notify the City immediately and in writing of inability to obtain or maintain such permits, licenses, approvals, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

27. Attorney's Fees

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

28. Survival

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

29. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of California.

30. Signatories

Each undersigned represents and warrants that its signature below has the power, authority and right to bind its respective party to each of the terms of this Agreement, and shall indemnify City fully for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

31. Entirety:

(a) The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement

(b) All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement

32. Effective Date

This Agreement shall be effective on _____ 2013 and shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

City of Suisun City

By: Suzanne Bragdon, City Manager

Wholesaler (Print name of company above)

By:

(Signature and Title)

(Print name and title above)

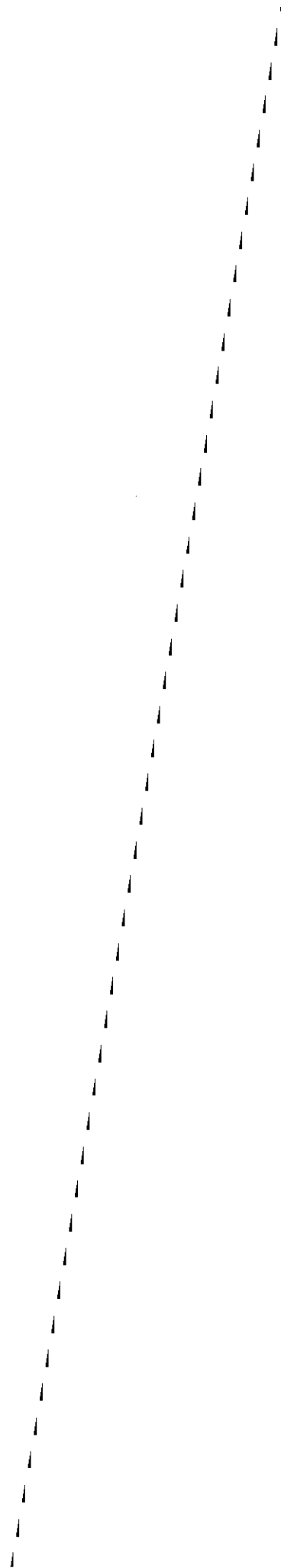


EXHIBIT A

A. SERVICES:

Pursuant to the terms and conditions defined in Agreement (which includes this Exhibit A), for each Non-Profit Group (NPG) that selects Wholesaler as its supplier of "safe and sane" fireworks for sale in the City of Suisun City, AT ITS SOLE COST AND EXPENSE, WHOLESALER shall provide the services as set forth below:

B. WHOLESALER'S DUTIES AND RESPONSIBILITIES:

1. Secure all permits, excepting the Board of Equalization permit which will be obtained by the NPG.
2. Schedule meetings with NPG's.
3. Execute contracts with NPG's and calendar training for NPG's and volunteers.
4. Secure city-approved locations for firework stands.
5. Prepare and provide training material and conduct training for NPG's and volunteers.
6. Submit a Public Education Plan to the City no later than 5:00 p.m. June 15, 2012. Said Public Education Plan shall outline the public safety and education efforts that will be initiated, supported, and/or delivered by each fireworks wholesaler within the City. Said public education plan shall include, but is not limited to, samples of all the materials and the extent of distribution of all of the safety and education materials discussed in that wholesaler's plan.
7. Provide a "Sales Aid Kit" to each location.
8. Provide fire extinguishers pre-approved by the Fire Department to each location.
9. Provide fireworks stands and Fire Department-approved metal containers for nightly storage of fireworks.
10. Deliver "safe and sane" fireworks and related approved product to stand locations.
11. Set up and tear down stands. Return leased property to its preleased condition.
12. Market fireworks using local advertising.
13. Provide required insurance.
14. Prepare and provide one-page consumer safety education material in sufficient quantities to provide one copy with each retail sale, including information on city-approved sites for the use of "safe and sane" fireworks.
15. Provide wireless credit card equipment for use by NPG's.
16. Work with City officials, in particular City oversight departments including:
 - a. Administration
 - b. Fire
 - c. Police
 - d. Building
 - e. Public Works
 - f. Community Development
 - g. Recreation
17. Schedule "kick-off" meeting with City Manager to discuss implementation plan.
18. Assist in end-of-season audit and analysis.

19. Schedule meetings with City oversight departments to discuss logistics, including but not limited to scheduling, stand locations, traffic, parking, etc.
20. Negotiate and enter into lease(s) for city-approved stand locations.
21. Provide Services Information Packets that include applications, licenses, insurance documents, site plans, etc. to City oversight departments for review.
22. Meet with and review the training course materials with the Fire Department.
23. Coordinate fireworks delivery dates with NPG's.
24. Obtain all electrical permits. (All electric equipment including generators must be properly grounded and approved by City Building Department.)
25. Coordinate with the Community Development Director to identify city-approved advertisement locations and to coordinate advertising placement at stands and on city-approved sites.
26. Provide each NPG a 24-hour "one stop" telephone number to call for any issues that arise during the sales period.
27. Wholesaler account manager, or his/her designee, must visit each stand at least once per day and be available 24 hours/day during the sales period.
28. Meet with and coordinate with each NPG regarding the inventory, return of unsold products, and creation of a financial report to be submitted to the City.
29. As part of Wholesalers accounting duties pursuant to this agreement, the Wholesaler shall assure that each NPG properly accounts for all inventory.
30. Provide a return center for all damaged and undamaged merchandise.
31. Take responsibility for daily trash removal at all stand locations.
32. Not later than August 1st following the July 4th event, Wholesaler will pay to the City a minimum amount of 52% of gross net receipts (equal to gross net sales) generated by each NPG as consideration for contracting with the City to put on the July 4th community event for the subsequent July 4th event. This contractual relationship between the Wholesaler and the City recognizes the importance of the July 4th Celebration to the sale of "safe and sane" fireworks."

C. CITY'S DUTIES AND RESPONSIBILITIES:

1. Approve all firework stand locations prior to operation.
2. Select NPG's per the Municipal Code and require agreements with each NPG and Wholesaler assuring compliance with the Municipal Code and the terms and conditions contained herein.
3. Assist Wholesaler in obtaining City permits.
4. Wholesaler EXPRESSLY AGREES that the City will provide independent financial analysis of the entire fireworks sales operation as it pertains to the terms and conditions of this agreement and that of the Wholesaler and the NPG's. Wholesaler will provide all financial data requested by the City as it pertains to this agreement and that of the Wholesaler and the NPG's.
5. Pursuant to Suisun City Municipal Code Title 8, Chapter 8.4 *et seq.*, the City will charge each NPG a regulatory fee not to exceed 10.72% of gross sales of fireworks. As part of Wholesalers accounting duties pursuant to this agreement,

the Wholesaler shall assure that each NPG properly accounts for the correct regulatory fee payable to the City.

D. TIMELINE FOR PERFORMANCE:

No later than May 18, 2012:

1. Schedule "kick-off" meeting with City Manager to discuss implementation plan.

No later than May 25, 2012:

2. Schedule and meet with non-profit organizers.
3. Schedule meetings with City oversight departments (Fire, Police, Public Works, Building, Community Development, and Recreation) to discuss logistics, including but not limited to scheduling, stand locations, traffic, parking, etc. Negotiate and enter into lease for stand locations no later than June 15, 2012.
4. Secure contracts with any or all randomly-chosen NPG's and calendar training.

No later than May 31, 2012:

5. Acquire all permits and approvals in accordance with local ordinance.
6. Provide Services Information Packets that include applications, licenses, insurance documents, site plans, etc. to City oversight departments for review.
7. Meet with and review the training course materials with the Fire Department.
8. Conduct training course for NPG's. City oversight departments must be invited to attend the trainings.

Prior to June 15, 2012:

9. Coordinate stand placement and advertising placement.
10. Coordinate fireworks delivery dates with NPG's.
11. Obtain all electrical permits. All electric equipment including generators must be properly grounded and approved by City Building Department.
12. Coordinate with the Community Development Director to identify advertisement locations and coordinate advertising placement at stands and on city-approved sites.
13. Provide each NPG a 24-hour "one stop" telephone number to call for any issues that arise during the sales period.
14. Submit a Public Education Plan to the City no later than 5:00 p.m. June 15, 2012. Said Public Education Plan shall outline the public safety and education efforts that will be initiated, supported, and/or delivered by each fireworks wholesaler within the City. Said public education plan shall include, but is not limited to, samples of all the materials and the extent of distribution of all of the safety and education materials discussed in that wholesaler's plan.

Immediately prior to June 28, 2012 and throughout sales period:

15. Supply each stand with "safe and sane" fireworks and related approved products.
16. Supply one-page consumer safety education material in sufficient quantities to provide one copy with each retail sale safety materials for distribution to customers. These materials will include approved places to use fireworks.
17. Wholesaler Account Manager must visit each stand at least once per day and be available 24 hours/day during the sales period.

Subsequent to sales period and not later than July 13, 2012:

18. Meet with and coordinate with each NPG regarding the inventory, return of unsold products, and creation of a financial report to be submitted to the City.

19. As part of Wholesalers accounting duties pursuant to this agreement, the Wholesaler shall assure that each NPG properly accounts for all inventory.

Not later than August 1, 2012:

20. Wholesaler will pay to the City a minimum amount of 52% of gross net receipts (equal to gross net sales) generated by each NPG as consideration for contracting with the City to put on the July 4th community event for the subsequent July 4th event. This contractual relationship between the Wholesaler and the City recognizes the importance of the July 4th Celebration to the sale of "safe and sane" fireworks."

AGENDA TRANSMITTAL

MEETING DATE: February 4, 2014

CITY AGENDA ITEM: Discussion and Direction: Logistics and Format of a Budget Workshop as part of the Upcoming FY 2014-15 Budget Cycle.

FISCAL IMPACT: None.

BACKGROUND: At the January 7, 2014 City Council meeting, interest was expressed on having the Fiscal Review/Budget Ad Hoc meet to consider ways of incorporating a Budget Workshop into the upcoming budget process. One specific interest identified involved looking at the budget reductions that have occurred over the past four or so years, and begin the process of identifying “how” to start bringing these service reductions back into our budget. This report outlines the outcomes of these discussions.

STAFF REPORT: The economy is starting to turn around. Staff is receiving calls for meetings to meet with members of the development community to discuss potential project ideas. It’s too early to say things are “robust”, especially as the City still faces some looming potential fiscal challenges tied to the outcome of a lawsuit with the State Department of Financing involving the dissolution of redevelopment and the recent delays in the Walmart project resulting from the need to rebid the construction of the facility. But things are turning around.

Recognizing where things stand, the following are ideas for the Council to consider as we frame the idea of a workshop in order to ideally increase public engagement in the City’s budget process.

- Frame the discussion as “laying the foundation” for the City’s future.
- Focus the discussion on service needs, interests and expectations in the near term of two to three years (with the understanding that if the city’s financial fortunes improve sooner, we will have priorities in place to reinstate service level enhancements earlier.
- Hold the workshop outside of the Council Chambers (such as the Joe Nelson Center or Kroc), but attempt to find a way to record and broad cast the session live if possible.
- End-product will be feedback from the public and individual council members on services and service levels of interest – information that staff will work into the conceptual framework of the FY2013-14 budget, which would be presented to Council in May.
- Tied to the above, and recognizing the fiscal constraints we currently face, this conceptual framework for the FY2013-14 will likewise generally look out the next two to three years as feasible in order to recognize the contributions made by the public through this workshop.

PREPARED BY:

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager
Suzanne Bragdon, City Manager

The recommended date to hold this workshop would be on Saturday, March 8th from 9:00 to 11:00. This allows time for appropriate public outreach, and ensures that all departmental staff can be present. It likewise falls early enough in the budget process to be considered in the crafting of the upcoming budget. Assuming that this is a direction that Council wants to take, staff will review with the Fiscal Review/Budget Ad Hoc information proposed to be presented by departmental staff on their operations and needs, in order to facilitate both public education and feedback.

RECOMMENDATION:

Provide direction to staff goals, objectives and interests relative to incorporating a budget workshop into the upcoming budget process.

ATTACHMENTS:

None