



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

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

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

TUESDAY, DECEMBER 5, 2017

5:30 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

ROLL CALL

Council / Board Members

PUBLIC COMMENT

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

CONFLICT OF INTEREST NOTIFICATION

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

CLOSED SESSION

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

City Council

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Under Negotiation: Assessor's Parcel Numbers/Address: Irving H. Lambrecht Sports Complex, Field 3 located at 4479 Peterson Road, Suisun City, CA.

Authority Negotiator: Suzanne Bragdon, City Manager; Ron Anderson, Assistant City Manager; Kris Lofthus, Recreation and Community Services Director

Negotiating Parties: Andrew Bailey

Under Negotiations: Terms and payment

DEPARTMENTS: AREA CODE (707)

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

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

SUCCESSOR AGENCY 421-7309 FAX 421-7366

City Council

2. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Suzanne Bragdon, City Manager, Ron Anderson, Assistant City Manager, and Andrew White, Police Commander, Scott Corey, Senior Management Analyst.

Employee organization: SCPOA (Suisun City Police Officers' Association)

3. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Suzanne Bragdon, City Manager, Ron Anderson, Assistant City Manager and Tim Mattos, Police Chief, Scott Corey, Senior Management Analyst.

Employee organization: SCEA (Suisun City Employees' Association).

4. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: Suzanne Bragdon, City Manager, Ron Anderson, Assistant City Manager, and Kris Lofthus, Recreation and Community Services Director, Scott Corey, Senior Management Analyst.

Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association)

Joint City Council / Suisun City Council Acting as Successor Agency

5. PERSONNEL MATTERS

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

CONVENE OPEN SESSION

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

ADJOURNMENT

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

PLEASE NOTE:

1. The City Council/Agency/Authority hopes to conclude its public business by 11:00 P.M. Ordinarily, no new items will be taken up after the 11:00 P.M. cutoff and any items remaining will be 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.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of December 5, 2017 was posted and available for review, in compliance with the Brown Act.



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

First and Third Tuesday
Every Month

A G E N D A

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL**

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

AND HOUSING AUTHORITY

TUESDAY, DECEMBER 5, 2017

7:00 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 745)

(Next City Council Res. No. 2017 – 106)

Next Suisun City Council Acting as Successor Agency Res. No. SA2017 – 08)

(Next Housing Authority Res. No. HA2017 – 06)

ROLL CALL

Council / Board Members

Pledge of Allegiance

Invocation

PUBLIC COMMENT

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

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS: (Informational items only.)

1. Mayor/Council - Chair/Boardmembers
2. City Manager/Executive Director/Staff
 - a. Report on the Status of Propane Rail Cars on the West Side of the City – (O'Brien).

DEPARTMENTS: AREA CODE (707)

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

SUCCESSOR AGENCY 421-7309 FAX 421-7366

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Presentation of Fairfield and Suisun Transit (FAST) January 2018 Proposed Service Changes.
4. Approving Appointments to the Parks and Recreation Commission - (one appointment for term expiring January 2019 and one appointment for term expiring January 2021).

CONSENT CALENDAR

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

City Council

5. Council Adoption of Resolution No. 2017-___: Approving and Authorizing the Execution of the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement – (Anderson/Corey).
6. Council Adoption of Resolution No. 2017-___: Approving the Memorandum of Understanding with Solano Economic Development Corporation regarding the Collaborative Implementation of the Moving Solano Forward Economic Development and Marketing Strategy – (Bragdon).

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

7. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on October 17, 2017 and November 21, 2017 – (Hobson).

PUBLIC HEARINGS**GENERAL BUSINESS****City Council**

8. Proposed Recruitment Strategy for Recent Vacancies:
 - a. Council Adoption of Resolution No. 2017-___: Authorizing City Manager to Retain Services of a Firm to Recruit a Public Works & Building Director/City Engineer; and
 - b. Council Adoption of Resolution No. 2017-___: Authorizing the Creation and Recruitment of a new Job Class of Administrative Services Director.

ADJOURNMENT

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Suisun City Fire Department

621 Pintail Drive
Suisun City, CA 94585

Memorandum

To: Suisun City Council
CC: Suzanne Bragdon, City Manager, Department Heads
From: Mike O'Brien, Fire Chief
Date: December 19, 2017
RE: Report on the Status of Propane Rail Cars on the West Side of The City

Background

City Council requested a report on the railroad propane cars stored in the Suisun Switch Yard.

The discussion will include:

- The history of the railroad and the Suisun Switch Yard in the Suisun area.
- Sheldon Oil and the Sheldon United Propane Terminal.
- Jurisdiction and regulations for the track in the switch yard.
- Accidents involving a hazardous release of propane and risks associated with propane.
- The design and safety features of the Type 112 pressurized rail car.

History of the Railroad and the Sheldon United Terminal

The Railroad time line in our part of California.

- **26 Mar 1864 Napa Valley Rail Road** incorporated at San Francisco. Railroad built from the tidewater on the northern end of the San Pablo Bay south of Napa at a location known as Suscol to Calistoga.
- **5 Dec 1864 Sacramento and San Francisco Railroad** incorporated to build proposed railroad between two cities.
- **3 Jan 1865 California Pacific Rail Road** incorporated from **San Francisco & Marysville Railroad** and the **Sacramento & San Francisco Railroad**.
- **10 Jan 1865 California Pacific Rail Road** absorbs the Sacramento & San Francisco Rail Road Company and the San Francisco & Marysville Rail Road Company.
- **11 Jul 1865 Track opened** on **Napa Valley Railroad** between Suscol and Napa. Line from Napa to Calistoga was completed in 1868.
- **24 Dec 1866 California Pacific Rail Road** commenced grading from Vallejo towards Suisun then Davisville (Davis).
- **24 Jun 1868 California Pacific** completed between Vallejo and Suisun via American Canyon.

- **27 Jul 1868 California Pacific completed from Suisun - Elmira.**
- **10 Aug 1868 California Pacific completed from Elmira - Dixon.**
- **24 Aug 1868 California Pacific completed from Dixon - Davisville (Davis).** Later that year tracks reach Washington (West Sacramento).
- **Jan 1869 Napa Valley Rail Road** extends line from Suscol to Napa Junction where it interchanged with the **California Pacific Railroad.**
- **12 Apr 1869 Vaca Valley Rail Road** incorporated to build from Elmira to Madison via Vacaville.
- **14 Apr 1869 California Pacific Railroad Extension Company** incorporated to acquire Napa Valley Railroad.
- **10 May 1869 Central Pacific/Union Pacific Golden Spike Ceremony** completes Transcontinental Railroad at Promontory Point, Utah. Grading commences on Vaca Valley Rail Road.

***A side note for History Buffs. The Cordelia Railroad Tunnel was built in 1868. This tunnel was dug by hand by Chinese Railroad Workers through 40 feet of solid rock in preparation for the Transcontinental Railroad to San Francisco.*

Sheldon Oil

Sheldon Gas Company was founded in Suisun Valley in the 1920s, when local farmer W. Boyd Sheldon started selling smudge oil out of the back of his pickup truck to farmers and orchardists who needed the oil for smudge pots, which are used to heat orchards during freezes.

Incorporated in 1957, in the 80's the Sheldon facility in Suisun was closed for the redevelopment of downtown Suisun. (See Map)

The property on Cordelia between Pennsylvania and Beck has been used for propane storage since the 1950s. In about 2000, the Sheldon United Terminal was constructed on the same site. The tracks, large propane storage tanks, and the loading dock are designed with several automatic systems for safety. The whole yard is protected by a water deluge system. This is actively tested every year. This system is designed to keep rail cars in the yard and the large storage tanks under a constant shower of water to keep the cars and tanks cool during a fire.

Jurisdiction of the Rail Switching Yard

The California Northern Railroad was sold to the Genesee & Wyoming Railroad (G&WR) in December 2012. Presently, the G&WR only operates between Suisun/Fairfield to a connection with the Northwestern Pacific Railroad at Schellville, California. The G&WR also operated into Vallejo, California over the original California Pacific Railroad mainline that was constructed in 1867/1868.

CNRR abandoned the Vallejo RR because of new construction of homes, apartments, and commercial buildings in 2010. A new rail carrier will be operating the line to the Mare Island Naval Base, in Vallejo, as the newly established Mare Island Rail Service out of Olympia with scrap metal, rock, and boating material being shipped in and out of the Island.

A facility on the northern part of the island operated by rail contractor Alstom is currently repairing Capitol Corridor cars used by the Amtrak California fleet around the Bay Area for passenger service.

The G&WR operates over the Union Pacific's Martinez Subdivision with trackage rights between Suisun/Fairfield and Davis during weeknights for power changes and the

Suisun/Fairfield based local which interchanges cars between Suisun/Fairfield and Davis. The Suisun switch yard is used to move and store cars up the line and return new product and empty cars to the Union Pacific (UP) Main Line. (See Map)

Code of Federal Regulations (CFR)

There are many important federal regulations that apply to all employees and operators in the propane industry. Federal regulations are published in a series of documents called The *Code of Federal Regulations* (CFR). The CFR is a publication of all rules and regulations enforced by various federal departments and agencies. The CFR is organized into 50 groups or “titles”. Each title of the CFR is further organized into separate books that have the rules and regulations about a specific agency or department. The U.S. Government Printing Office in the Federal Register daily publish notices of proposed CFR changes, revisions, and related activity.

There are two federal departments whose regulations apply to most propane operations and employees and emergency responders. These are the U.S. Department of Labor—Occupational Safety and Health Administration (OSHA) and U.S. Department of Transportation (DOT).

CFR-Title 49-Vol. 3 is the Transportation Regulations for Rail Operations and Design requirements for rail cars.

49 CFR Subtitle B - Other Regulations Relating to Transportation

Chapter II - Federal Railroad Administration, Department Of Transportation (Parts 200 - 273-299)

49 CFR 171.8 - Definitions and abbreviations.

Storage incidental to movement means storage of a [transport vehicle](#), [freight container](#), or [package](#) containing a [hazardous material](#) by any [person](#) between the time that a [carrier](#) takes physical possession of the [hazardous material](#) for the purpose of transporting it in [commerce](#) until the [package](#) containing the [hazardous material](#) is physically delivered to the destination indicated on a shipping document, [package marking](#), or other medium, or, in the case of a private [motor carrier](#), between the time that a [motor vehicle](#) driver takes physical possession of the [hazardous material](#) for the purpose of transporting it in [commerce](#) until the driver relinquishes possession of the [package](#) at its destination and is no longer responsible for performing functions subject to the Hazardous Materials Regulations [HMR](#) with respect to that particular [package](#).

1. (1) *Storage incidental to movement* includes -

- (i) **Storage at the destination shown on a shipping document, including storage at a [transloading](#) facility, provided the shipping documentation identifies the shipment as a through-shipment and identifies the final destination or destinations of the [hazardous material](#); and**
- (ii) **[Rail cars](#) containing [hazardous materials](#) that are stored on track that does not meet the [definition](#) of “private track or siding” in [§ 171.8](#), even if those cars have been delivered to the destination shown on the shipping document.**

***Private track or Private siding* means:**

- a. **Track located outside of a [carrier](#)'s right-of-way, yard, or terminals where the [carrier](#) does not own the rails, ties, roadbed, or right-of-way, or**

b. Track leased by a [railroad](#) to a lessee, where the lease provides for, and actual practice entails, exclusive use of that trackage by the lessee and/or a general system [railroad](#) for purpose of moving only cars shipped to or by the lessee, and where the lessor otherwise exercises no control over or responsibility for the trackage or the cars on the trackage.

2. (2) [Storage incidental to movement](#) does not include storage of a [hazardous material](#) at its final destination as shown on a shipping document.

Private track or Private siding means:

- c. Track located outside of a [carrier](#)'s right-of-way, yard, or terminals where the [carrier](#) does not own the rails, ties, roadbed, or right-of-way, or
- d. Track leased by a [railroad](#) to a lessee, where the lease provides for, and actual practice entails, exclusive use of that trackage by the lessee and/or a general system [railroad](#) for purpose of moving only cars shipped to or by the lessee, and where the lessor otherwise exercises no control over or responsibility for the trackage or the cars on the trackage.

Why store propane cars on the tracks close to town?

This section is important to understand why these cars are stored on the switching track.

The track is owned by the Union Pacific. They are responsible for the rail cars from the time they are received for shipping until they are delivered inside the Sheldon United Terminal yard. These cars are classified as “*In Transport*” and are stored “*Storage Incidental to Movement*”. The UPRR may store them on any track they own. Sheldon United contracts for rental of a mile of UPRR track but, not a specific location for this mile of track.

The location for storage is based on available track and movements of cars in and out of the switch yard. These needs change every day.

Sheldon United can offload between 12 and 15 cars a day. They do not have room to store all the cars awaiting offloading. The G&WR moves cars to and from the terminal while they are moving cars between their other customers on the line and cars that will be moved onto the UP main line.

Accidents Involving Propane Rail Cars

More than 22,000 railroad propane tank cars are active in the U.S. Rail System every day. Each car carries approximately 33,000 gallons of propane.

Accidents with all rail cars generally are caused by three things, speed, conditions of the track, and unfortunately human error.

A Google search for Railroad Propane car accidents returns:

1. On August 2, 2017, about 4:54 a.m. eastern daylight time, CSX Transportation (CSX) train Q38831, with 5 locomotives and 178 railcars (128 loaded and 50 empty), derailed railcars 33 through 65 in Hyndman Borough, Bedford County, Pennsylvania. Three hazardous material tank cars were breached and released material: one containing

propane, one containing asphalt, and one containing molten sulfur. Both the propane tank car and the molten sulfur tank released product that caught fire. About 1,000 residents within a 1-mile radius were evacuated and several highway-railroad grade crossings were closed. There were no injuries or fatalities. On August 5, about 12:00 p.m., the evacuation was lifted. At the time of the accident, the sky was clear, visibility was 10 miles, and the temperature was 64°F.

2. September 8, 2011, Lincoln, CA. A worker wearing inappropriate clothing was readying a propane car for unloading. Part of the first procedures is to sample the propane through a small test port. The worker looks at the vapor to determine if any water vapor is in the expelled vapor. The worker also smells the vapor to determine if it has been odorized. The workers clothing and lack of grounding protection in his shoes caused a spark that ignited the vapor. The worker received some burns and left the valve open spraying the ignited propane vapor. Emergency responders sprayed the car with several hose streams and successfully tapped and drained the car of product. There was no explosion or spread of fire in this incident.
3. The Kingman explosion, also known as the Doxol disaster or Kingman [BLEVE](#), was a catastrophic [boiling liquid expanding vapor explosion](#) (BLEVE) that occurred on July 5, 1973, in [Kingman, Arizona](#).

(A BLEVE- Boiling Liquid Expanding Vapor Explosion See attachment 6)

The explosion occurred during a [propane](#) transfer from a Doxol railroad car to a storage tank on the Getz rail siding near Andy Devine Avenue/Route 66. The incident began when a railroad worker attempted to tighten a leaking connection by hitting a wrench with another wrench or a hammer; this caused a spark that ignited the leaking propane gas. The initial fire badly burned the two railroad employees present, one of whom later died from his burns. The burning propane gas escaping from the valve connection on the rail car quickly heated the liquid propane inside, increasing the tank pressure. This in turn increased the leak and fire, further heating the tank car.

The Kingman Fire Department responded, and began setting up attack lines to cool the propane car. Within minutes of the initial fire, the [safety valve](#) on the car opened from the dangerously increased pressure in the tank car. The stream of propane gas blowing out of the safety valve immediately ignited as well. At this point, two burning streams of propane were shooting out of the car, one horizontal from the transfer valve, and one vertical from the safety valve. The heat from the streams of burning propane continued to heat the tank, increasing pressure to dangerous levels.

The fire department was in the process of setting up a [deluge gun](#) to cool the car, which would have delivered far more water than the booster attack lines they initially were using; however, before the deluge gun could be made ready, the pressure inside the tank car reached the design bursting limit and the tank car exploded. Almost instantaneously, thousands of gallons of boiling liquid propane [flashed to gas](#) with the drop in pressure and simultaneously ignited. The resulting explosion produced a [shock wave](#) that was heard and felt for over 5 miles, and a fireball over 1,000 feet in diameter. Burning propane rained down on everything in the vicinity, and the remnants of the rail car were propelled over a quarter mile from the explosion site. The three firefighters closest to the explosion were killed instantly; eight more died from their burns shortly thereafter. In

addition to the eleven city firefighters and one railroad worker killed in the disaster, one state trooper was also killed in the explosion. Over 90 onlookers gathered on the highway were burned or injured, some badly. The most severely burned, including some of the firefighters, were airlifted to hospitals in Las Vegas and Phoenix.

(See Attachment 5 for other Accidents)

Examination of Annual Fatal Accidents

In 1981, the Department of Energy released a report containing an analytical examination of fatal accidents involving propane gas transportation and storage between 1971 and 1979. The purpose of the investigation was to assess the risks associated with propane storage and transportation. According to this report, the individual risk is about one death per 37 million persons; about the same as the risk of a person on the ground being killed by an airplane crash, and much less than the risk of death by lightning, tornadoes, or dam failures.

See the following table for a summary of average annual fatalities and individual risk comparisons contained in the report titled, "LPG Land Transportation and Storage Safety."

AVERAGE ANNUAL FATALITIES AND INDIVIDUAL RISK COMPARISONS

Event	Average Fatalities	Individual Risk*
	Voluntary risk	
Motor Vehicle Accident	46,700	1 in 4,700
Air crashes (person in Plane)	1,552	1 in 140,000

Event	Average Fatalities	Individual Risk*
	Involuntary Risk	
Lighting	160	1 in 1,375,000
Tornadoes	90	1 in 2,450,000
Dam Failures	35	1 in 6,300,000
Air Crashes (persons on ground)	6**	1 in 37,000,000
LPG Transportation/ Storage Accidents	6**	1 in 37,000,000

**Based on U.S. Population of 222,000,000 December 1981*

*** Applies only to members of the general public, i.e., persons at the scene of the accident through coincidence or curiosity.*

***the National Propane Gas Association (NPGA)*

Before the 1980s rail cargo tankers for LPG were nominally 30,000-gallon single-walled pressure tank cars, typically DOT 105 or DOT 112 classification.

After several BLEVEs of this type, the railroad industry retrofit all tank cars carrying liquefied flammable gases by adding thermal protection, which protects against high temperatures that can

weaken metal. Shelf couplers were also developed to prevent cars from uncoupling vertically, and head shields were fitted to protect against punctures from the couplers. These retrofit improvements were driven by the scientific examination and study into accidents and the causes of release of products.

Since these retrofits were completed in 1980, there have been no BLEVEs of tank cars in the United States.

Under federal rail safety standards, propane can be transported only by rail in DOT 112 tank cars which have shelf couplers, safety shields and half-inch or thicker steel shells and heads (the two ends of the tank car) to prevent damage or puncture if derailed, plus thermal protection outside the railcar shell to insulate against any fire. Tanks are pressure-tested up to 500 psig (pounds per square inch gauge).

Type 112 Pressurized Tank Car Design

Pressure Tank Car — a tank car with a tank test pressure of 100 to 500 psig built to the specifications contained in Subpart C, Part 179, Title 49CFR.

Type 112 tank cars are insulated carbon or alloy (stainless) steel pressure tank cars that are designed for top loading. Bottom outlets and washouts are prohibited. These cars are all now equipped with tank head puncture resistance and wrapped with thermal protection systems. Tank test pressures range from 200 psig to 500 psig.

Pressure tank cars are most readily identifiable by the presence of a protective housing on top of the tank (not to be confused with an expansion dome applied to obsolete nonpressure tank cars).





Specifications Number Breakdown DOT 112J340W headed to the Sheldon United Terminal
 Authorizing Agency DOT
 Class Number 112
 Delimiter letter J = equipped with a thermal protection system that is covered by a jacket and tank head puncture-resistance system.
 Tank Test Pressure 340 psi
 W Fusion Welded Steel pressure vessel

These cars are designed to carry liquefied petroleum gases (e.g., propane, butane, and propylene), vinyl chloride, butadiene, and anhydrous ammonia. They will have the following features:

- Two liquid eduction lines along the centerline of the tank with the eduction valves pointing towards the ends of the car.
- One vapor eduction line with the eduction valves pointing to the side of the car.
- Pressure relief valve.
- Thermometer well.
- Sample line.
- Magnetic gauging device to measure product level.
- Protective housing for valves and equipment.
- Thermal Protection system
- Head Shields

Tank cars are equipped with various devices and safety systems to protect the tank and fittings from damage during an accident or severe impact. These devices and safety systems, discussed below, include pressure relief devices (PRD), coupler vertical restraint systems (double-shelf couplers), tank head puncture-resistance systems (head shields), thermal (fire) protection systems, service equipment (filling, discharge, venting, safety, heating, and measuring devices), and protection systems.

Pressure Relief Devices —

Per DOT regulation, single-unit tank cars transporting Division 6.1, Packing Group (PG) I and II (poisonous/toxic) materials, Class 2 (compressed gas), Class 3 (flammable liquid), and Class 4 (flammable solid, spontaneously combustible, or dangerous when wet) materials must have reclosing PRDs. However, tank cars built before January 1, 1991, and equipped with a non-reclosing PRD may be used to transport Division 6.1, PG I or II materials or Class 4 liquids, provided the materials are not poisonous (toxic) by inhalation.



“REGO 8890-SERIES”
Courtesy of Transquip USA.

Coupler Vertical Restraint Systems — Tank cars are equipped with double-shelf couplers. The function of the top and bottom shelves is to prevent couplers from separating in a derailment or over-speed impact, thus reducing the probability of adjacent tank car head punctures.



Tank Head Puncture-Resistance Systems — Tank cars transporting Class 2 (compressed gas) materials and those constructed of aluminum or nickel plate used to transport hazardous materials/dangerous goods and Class-117 tank cars must have a system capable of sustaining, without the loss of lading, coupler-to-head impacts of 18 mph. This is usually accomplished by the installation of separate head shields or full-head tank jackets made of 1/2-inch-thick steel on each end of the tank car. On some insulated tank cars (typically Class-105 pressure tank cars), head protection is accomplished by a combination of the thickness of the tank heads and the insulation system, the gauge (thickness) of the head jacket, and the stand-off distance between the jacket and the tank head, which must be proved by testing.

Thermal protection systems.

The thermal blanket is 8” – 10” thick between the outer shell and the inside pressure vessel.

Testing Criteria for Thermal protection systems.

(a) *Performance standard.* When the regulations in this subchapter require thermal protection on a tank car, the tank car must have sufficient thermal resistance so that there will be no release of any lading within the tank car, except release through the pressure release device, when subjected to:

- (1) A pool fire for 100 minutes; and
- (2) A torch fire for 30 minutes.

(b) *Thermal analysis.*

(1) Compliance with the requirements of paragraph (a) of this section shall be verified by analyzing the fire effects on the entire surface of the tank car. The analysis must consider the fire effects on and heat flux through tank discontinuities, protective housings, underframes, metal jackets, insulation, and thermal protection. A complete record of each analysis shall be made, retained, and upon request, made available for inspection and copying by an authorized representative of the Department. The procedures outlined in “Temperatures, Pressures, and Liquid Levels of Tank Cars Engulfed in Fires,” DOT/FRA/OR&D–84/08.11, (1984), Federal Railroad Administration, Washington, DC (available from the National Technical Information Service, Springfield, VA) shall be deemed acceptable for analyzing the fire effects on the entire surface of the tank car.

ATTACHMENTS:

1. Google Photos of the Sheldon United Terminal
2. Table of the Physical Properties of Propane
3. Map of the general area
4. Design Properties of Type 112 Pressure Rail Car
5. National Transportation Safety Board Rail Accident Investigations 2000-2017
6. Do Propane Tanks Explode?



West end of the Suisun Switch Yard



Sheldon United Propane Terminal

Approximate Properties Of LP-Gases (Commercial Propane)			
Specific gravity of liquid at 60 degrees F	0.504	Latent heat of vaporization at boiling point:	
Initial boiling point at 14.7 psia, degrees F	-44.0	(a) Btu per pound	184
Weight per gallon of liquid at 60 degrees F, lb	4.20	(b) Btu per gallon	773
Specific heat of liquid, Btu/lb. At 60 degrees F	0.630	Total heating values after vaporization:	
Cubic ft. of vapor per gallon at 60 degrees F	36.38	(a) Btu per cubic foot	2,488
Cubic ft. of vapor per pound at 60 degrees F	8.66	(b) Btu per pound	21,548
Specific gravity of vapor (air=1) at 60 degrees F	1.50	(c) Btu per gallon	91,502
Ignition temperature in air, degrees F	920-1120	Molecular weight	44.094
Maximum flame temperature in air, degrees F	3,595	Chemical formula	C3H8
Limits of flammability in air, percent of vapor in air-gas mixture:		Vapor pressure in psig	
(a) Lower	2.15	70 degrees F	127
(b) Upper	9.60	100 degrees F	196
		105 degrees F	201
		130 degrees F	287

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LPG

33,600 Gallon Capacity
263,000 lbs. Gross Rail Load
DOT 105J300W

GENERAL ARRANGEMENT

SMBC RAIL SERVICES

VCMLPG

Tank car specifically designed for the transportation of VCM/LPG gasses.

MANWAY & FITTINGS

VCM/LPG

VCM

24,850 Gallon Capacity
263,000 lbs. Gross Rail Load
DOT 105J300W

SPECIFICATIONS

GENERAL DATA	24,850	33,600
Specification Stencilled	..... DOT 105J300W	..... DOT 105J300W
Shell Full Capacity	..... 24,850 Gallons	..... 33,600 Gallons
Gross Rail Load	..... 263,000 lbs.	..... 263,000 lbs.
Estimated Lightweight	..... 82,100 lbs.	..... 98,500 lbs.
Length Over Strikers	..... 47' 10-1/4"	..... 63' 1"
Truck Centers	..... 37'	..... 52' 2-3/4"
Height, Extreme	..... 15' 5-1/2"	..... 15' 5-3/4"
Width, Extreme	..... 10' 7-1/8"	..... 10' 7-1/2"

TANK

Class	..... DOT 105J300W	..... DOT 105J300W
Inside Diameter	..... 118 3/4"	..... 118 3/4"
Length Over Tank Heads	..... 45' 1-13/16"	..... 60' 4-13/16"
Plate Thickness	..... 9/16"	..... 9/16"

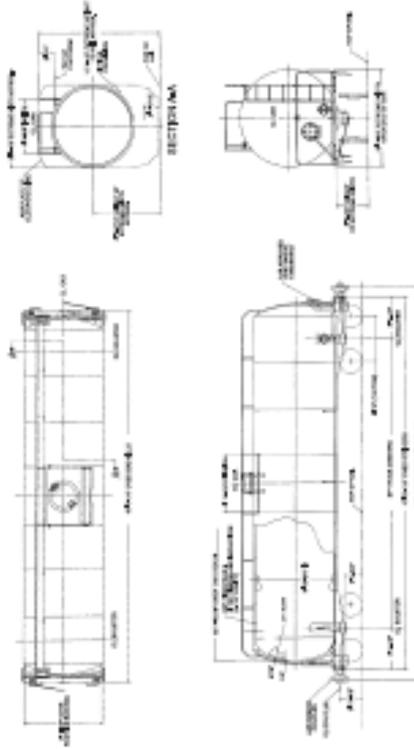
TANK FITTINGS

Mainway Cover	..... ASTM A516 GR. 70	..... ASTM A516 GR. 70
Mainway Nozzle	..... 20"	..... 20"
Eduction Pipe (2)	..... 3" SCH. 80 C.S.	..... 3" SCH. 80 C.S.
Liquid Valve (2)	..... 2" S.S. Trim	..... 2" S.S. Trim
Vapor Valve	..... 2" S.S. Trim	..... 2" S.S. Trim
Safety Valve	..... 225 psi	..... 225 psi
Vacuum Relief Valve	..... N/A	..... N/A
Gauging Device	..... Magnetic	..... Magnetic
Bottom Outlet Valve	..... N/A	..... N/A
Sump	..... N/A	..... N/A

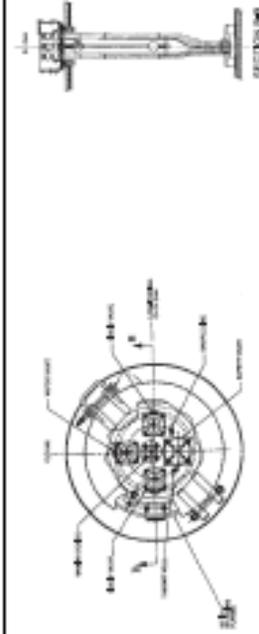
TRUCKS

Type	..... 100 Ton Capacity	..... 100 Ton Capacity
Wheels	..... Steel, 35" One-Wear	..... Steel, 35" One-Wear

GENERAL ARRANGEMENT



MANWAY & FITTINGS



National Transportation Safety Board Rail Accident Investigations 2000-2017

167 Significant NTSB Reports for 2000 – 2017

Only 14 Hazardous Material Releases are shown and only 1 report that shows a Propane release.

Propane

On August 2, 2017, about 4:54 a.m. eastern daylight time, CSX Transportation (CSX) train Q38831, with 5 locomotives and 178 railcars (128 loaded and 50 empty), derailed railcars 33 through 65 in Hyndman Borough, Bedford County, Pennsylvania. Three hazardous material tank cars were breached and released material: one containing propane, one containing asphalt, and one containing molten sulfur. Both the propane tank car and the molten sulfur tank released caught fire. About 1,000 residents within a 1-mile radius were evacuated and several highway-railroad grade crossings were closed. There were no injuries or fatalities. On August 5, about 12:00 p.m., the evacuation was lifted. At the time of the accident, the sky was clear, visibility was 10 miles, and the temperature was 64°F.

Ethanol

On September 19, 2015, about 6:18 a.m., central daylight time, BNSF Railway Company (BNSF) unit ethanol train GMNXDPK717, with 3 locomotives, 96 loaded tank cars, and 2 hopper cars filled with sand, derailed at a small bridge at milepost (MP) 597.7 near Lesterville, South Dakota. Seven cars (tank car 2 through tank car 8 from the head end of the train) derailed. Two of the derailed cars breached and released 49,743 gallons of denatured fuel ethanol (ethanol) that caught fire. A third car leaked ethanol from its bottom outlet valve. There were no injuries and no evacuation. The estimated damage was \$1.1 million.

Crude oil

On April 30, 2014, at 1:54 p.m. eastern daylight time, 17 CSX Transportation (CSXT) tank cars on petroleum crude oil unit train K08227 derailed in Lynchburg, Virginia. Three of the derailed cars were partially submerged in the James River. One was breached and released about 29,868 gallons of crude oil into the river, some of which caught fire. (See figure 1.) No injuries to the public or crew were reported. At the time of the accident, it was cloudy and raining lightly; the temperature was 53°F. The CSXT estimated the damages at \$1.2 million, not including environmental remediation.

Ethanol

On July 11, 2012, at 2:03 a.m. eastern daylight time, eastbound Norfolk Southern Railway Company (NS) freight train 186L809 derailed 17 cars on the NS Sandusky District at milepost (MP) S2.2 on main track 1. The derailment occurred on the NS Lake Division and within the city limits of Columbus, Ohio. The train consisted of 2 leading locomotives, 97 loaded freight cars, and 1 empty freight car.

The derailment destroyed both main tracks (1 and 2). The 3rd through the 19th cars derailed. Cars 12 through 14 contained denatured ethanol (a hazardous material). One of these tank cars was punctured during the derailment. The denatured ethanol from this punctured tank car fueled a large pool fire. The two other tank cars that were carrying denatured ethanol were engulfed in the pool fire and split open. Witnesses observed multiple energetic fire eruptions when these two tank cars ruptured

The train crew was not injured; however, one person near the derailment site sustained minor burns. About 100 people in a 1-mile radius of the derailment were evacuated. The damages were estimated to total \$1.2 million. At the time of the accident, the sky was clear, and the temperature was 70°F.

Vinyl Chloride & Ethanol

On Friday, November 30, 2012, at 6:52 a.m. eastern standard time, southbound Consolidated Rail Corporation freight train FC4230, arrived and stopped on the main track at the Paulsboro moveable bridge near milepost 13.7 on the Consolidated Rail Corporation Penns Grove Secondary Subdivision in Paulsboro, New Jersey. A red signal aspect was displayed and did not change to green when the radio signal command was executed by the train crew, indicating that the bridge was not prepared for train movement. One of two conditions were required before the train could safely begin movement over the bridge: (1) Signal aspect changed to green, indicating that the running rails were aligned and locked to the fixed track and both ends of the bridge, or (2) The bridge was visually inspected by a qualified employee to ascertain that the running rails were aligned and locked to the fixed track at both ends of the bridge and permission was granted by the train dispatcher for the train to pass the red signal.

Despite multiple attempts by the train crew to remotely execute a radio signal command to align and lock the bridge, the signal aspect remained red and did not turn green. The conductor inspected the bridge and erroneously concluded it was properly locked to prevent movement. The engineer informed the dispatcher of the conductor's findings. The dispatcher then gave permission for the train to pass the red signal aspect and cross the bridge, as allowed by Consolidated Rail Corporation operating rules and procedures.

About 7:02 a.m., as the train traveled over the bridge, 7 cars derailed, the 6th through the 12th cars. Physical evidence indicated that the swing span locking mechanism was not engaged at the east end of the bridge. The bridge span rotated under the moving train, misaligned the running rails, and caused the train to derail. The bridge was structurally sound and did not collapse. Four tank cars that derailed on the bridge came to rest partially in Mantua Creek. Three of the derailed tank cars that entered the creek contained vinyl chloride and one contained ethanol. One tank car was breached and released about 20,000 gallons of vinyl chloride. Eyewitnesses reported a vapor cloud engulfed the scene immediately following the accident.

On the day of the accident, 28 area residents sought medical attention for possible vinyl chloride exposure. The train crew and numerous emergency responders were also exposed to vinyl chloride.

Equipment damage estimates were \$451,000. The emergency response and remediation costs totaled about \$30 million.

Ethanol

On October 7, 2011, at 2:14 a.m. central daylight time, 26 cars in eastbound Iowa Interstate Railroad (IAIS) train RI-BI-06 derailed in Tiskilwa, Illinois. Ten of the derailed cars contained ethanol, a hazardous material; ethanol released from the damaged tank cars ignited and burned. Property damage was estimated to be \$1.6 million. The engineer and the conductor were not injured. No emergency responders were injured during the fire suppression and cleanup efforts.

Flammable Hazardous Liquids

On January 16, 2007, about 8:43 a.m., eastern standard time, northbound CSX Transportation (CSX) freight train Q502-15, traveling about 47 mph through a curve, derailed 26 of its 80 cars near Shepherdsville, Kentucky. Twelve of the derailed cars contained hazardous materials. Three of those cars breached and released significant amounts of flammable hazardous liquids, which ignited and burned. About 500 people were evacuated from the area near the accident. No one was injured during the derailment; however, 50 people and 2 emergency responders were treated at local hospitals for minor injuries related to the hazardous materials release and fire. CSX estimated the total costs associated with this accident at \$22.4 million. The weather was dry and cloudy, although recent rains had left the soil well saturated. The temperature was 28° F with 14 mph winds.

Crude Oil

On Monday, December 30, 2013, at 2:10 p.m. central standard time, a westbound BNSF Railway Company (BNSF) train with 112 cars loaded with grain derailed 13 cars while traveling on main track 1 at milepost 28.5 near Casselton, North Dakota.¹ The first car that derailed (the 45th car) fouled the adjacent track, main track 2. At 2:11 p.m. an eastbound BNSF train with 104 tank cars loaded with petroleum crude oil (crude oil), traveling on main track 2, struck the derailed car that was fouling the track and derailed two head-end locomotives, a buffer car, and 20 cars loaded with crude oil.² After the collision, about 476,000 gallons of crude oil were released and burned. On the day of the accident, the weather was cloudy with a temperature of -1°F and winds from the north at 7 mph. No injuries were reported by residents or either of the train crews. The BNSF reported damages of \$13.5 million, not including lading and environmental remediation.

Denatured Fuel Ethanol

About 8:36 p.m., central daylight time, on Friday, June 19, 2009, eastbound Canadian National Railway Company freight train U70691-18, traveling at 36 mph, derailed at a highway/rail grade crossing in Cherry Valley, Illinois. The train consisted of 2 locomotives and 114 cars, 19 of which derailed. All of the derailed cars were tank cars carrying denatured fuel ethanol, a flammable liquid. Thirteen of the derailed tank cars were breached or lost product and caught fire. At the time of the derailment, several motor vehicles were stopped on either side of the grade crossing waiting for the train to pass. As a result of the fire that erupted after the derailment, a passenger in one of the stopped cars was fatally injured, two passengers in the same car received serious injuries, and five occupants of other cars waiting at the highway/rail crossing were injured. Two responding firefighters also sustained minor injuries. The release of ethanol and the resulting fire prompted a mandatory evacuation of about 600 residences within a 1/2-mile radius of the accident site. Monetary damages were estimated to total \$7.9 million.

Ethanol

About 10:41 p.m. eastern daylight time on Friday, October 20, 2006, Norfolk Southern Railway Company train 68QB119, en route from the Chicago, Illinois, area to Sewaren, New Jersey, derailed while crossing the Beaver River railroad bridge in New Brighton, Pennsylvania. The train consisted of a three-unit locomotive pulling 3 empty freight cars followed by 83 tank cars loaded with denatured ethanol, a flammable liquid. Twenty-three of the tank cars derailed near the east end of the bridge, with several of the cars falling into the Beaver River. Of the 23 derailed tank cars, about 20 released ethanol, which subsequently ignited and burned for about 48 hours. Some of the unburned ethanol liquid was released into the river and the surrounding soil. Homes and businesses within a seven-block area of New Brighton and in an area adjacent to the accident were evacuated for 2 days. No injuries or fatalities resulted from the accident. The Norfolk Southern Railway Company estimated total damages to be \$5.8 million.

Liquefied Chlorine

About 5:03 a.m., central daylight time, on Monday, June 28, 2004, a westbound Union Pacific Railroad (UP) freight train traveling on the same main line track as an eastbound BNSF Railway Company (BNSF) freight train struck the midpoint of the 123-car BNSF train as the eastbound train was leaving the main line to enter a parallel siding. The accident occurred at the west end of the rail siding at Macdona, Texas, on the UP's San Antonio Service Unit. The collision derailed the 4 locomotive units and the first 19 cars of the UP train as well as 17 cars of the BNSF train. As a result of the derailment and pileup of railcars, the 16th car of the UP train, a pressure tank car loaded with liquefied chlorine, was punctured. Chlorine escaping from the punctured car immediately vaporized into a cloud of chlorine gas that engulfed the accident area to a radius of at least 700 feet before drifting away from the site. Three persons, including the conductor of the UP train and two local residents, died as a result of chlorine gas inhalation. The UP train engineer, 23 civilians, and 6 emergency responders were treated for respiratory distress or other injuries related to the collision and derailment. Damages to rolling stock, track, and signal equipment were estimated at \$5.7 million, with environmental cleanup costs estimated at \$150,000.

Chlorine Gas

About 2:39 a.m. eastern standard time on January 6, 2005, northbound Norfolk Southern Railway Company (NS) freight train 192, while traveling about 47 mph through Graniteville, South Carolina, encountered an improperly lined switch that diverted the train from the main line onto an industry track, where it struck an unoccupied, parked train (NS train P22). The collision derailed both locomotives and 16 of the 42 freight cars of train 192, as well as the locomotive and 1 of the 2 cars of train P22. Among the derailed cars from train 192 were three tank cars containing chlorine, one of which was breached, releasing chlorine gas. The train engineer and eight other people died as a result of chlorine gas inhalation. About 554 people complaining of respiratory difficulties were taken to local hospitals. Of these, 75 were admitted for treatment. Because of the chlorine release, about 5,400 people within a 1-mile radius of the derailment site were evacuated for several days. Total damages exceeded \$6.9 million.

Vinyl Acetate

On September 21, 2004, about 3:25 a.m., central daylight time, the Alton and Southern Railway Company remote control train YAS313 derailed during switching operations at the east end of the Gateway Hump Yard in East St. Louis, Illinois. The remote control operator was unable to control the speed of the train as it crested the hump. 3 As the train entered track 066, it collided at 9.6 mph with a tank car containing vinyl acetate. During the collision and subsequent derailment, vinyl acetate began to leak from two tank cars and the cargo from both cars caught on fire.

About 140 people from the surrounding neighborhood were evacuated, and work at the hump yard was suspended. The evacuation order was lifted about 6:00 a.m. No injuries were reported. The weather was clear, about 67° Fahrenheit, with light winds from the south-southeast. It was dark at the time of the accident, but the area was well lit with stadium type lighting.

Methanol, Phosphoric Acid, Hydrochloric Acid, Formaldehyde, And Vinyl Chloride.

About 9:04 a.m. central standard time on February 9, 2003, northbound Canadian National freight train M33371, traveling about 40 mph, derailed 22 of its 108 cars in Tamaroa, Illinois. Four of the derailed cars released methanol, and the methanol from two of these four cars fueled a fire. Other derailed cars contained Two cars containing hydrochloric acid, one car containing formaldehyde, and one car containing vinyl chloride released product but were not involved in the fire. About 850 residents were evacuated from the area within a 3-mile radius of the derailment, which included the entire village of Tamaroa. No one was injured during the derailment, although one contract employee was injured during cleanup activities. Damages to track, signals, and equipment, and clearing costs associated with the accident totaled about \$1.9 million.

Anhydrous Ammonia,

At approximately 1:37 a.m. on January 18, 2002, eastbound Canadian Pacific Railway freight train 292-16, traveling about 41 mph, derailed 31 of its 112 cars about 1/2 mile west of the city limits of Minot, North Dakota. Five tank cars carrying anhydrous ammonia, a liquefied compressed gas, catastrophically ruptured, and a vapor plume covered the derailment site and surrounding area. The conductor and engineer were taken to the hospital for observation after they complained of breathing difficulties. About 11,600 people occupied the area affected by the vapor plume. One resident was fatally injured, and 60 to 65 residents of the neighborhood nearest the derailment site were rescued. As a result of the accident, 11 people sustained serious injuries, and 322 people, including the 2 train crewmembers, sustained minor injuries. Damages exceeded \$2 million, and more than \$8 million has been spent for environmental remediation.

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Do Propane Tanks Explode?

<http://www.propane101.com/explodingpropanetanks.htm>

This question has been asked of many propane dealers and is also a topic discussed by people that are unfamiliar with propane, propane tanks, propane accidents and explosions involving any type of container storing flammable or combustible material. Propane tanks do not just explode if they fall over, are hit by the lawnmower or a car. In fact, it would be hard to say that a propane tank will explode if it were hit by an airplane or bullet. Many people mistakenly believe that propane tanks in any setting will explode if they are mishandled in some certain way. Let's explore and dispel this common myth.

Propane Explosions 101

Propane tanks do not explode. They do not implode and nor do they rupture or come apart on their own. In fact, bringing a propane tank to the point of "explosion" is a tremendously difficult and time consuming task that's not as simple as most people think. Many people believe that a propane tank "explosion" can occur with the slightest of ease. This is not the case whatsoever and people should understand that a propane tank, operating under normal circumstances will not explode or rupture. Safety devices and mechanisms are in place to prevent explosions, accidents and propane tank ruptures or breaches. Just like any other hazardous material or activity, human error is a primary factor in preventing or contributing to any type of accident, however serious in nature.

BLEVE - Boiling Liquid Expanding Vapor Explosion

The term BLEVE is well known among firefighters and hazardous materials response teams and does not solely refer to propane tanks. A BLEVE occurs when the pressure in the tank exceeds that at which the safety relief valve can safely vent the excess pressure into the outside atmosphere. Relief valves are designed to vent tank pressure at a certain flow rate to the outside atmosphere once the pressure inside the propane tank reaches a certain level and will close once the pressure in the tank falls below that level.

Let's look at a simple example involving something we're all familiar with, a plastic 3 liter soft drink bottle. The soft drink bottle has a 1/4" hole drilled in its side (about the same diameter as the cord on your mouse). This hole functions as the safety relief valve. If you were to blow air into the bottle through the top after unscrewing the cap, the excess pressure in the bottle would be relieved through the opening in the bottle's side causing no damage to the bottle. Now, suppose you attached an air hose that screwed onto the bottle top forming a tight seal and the air hose was supplied by a large air compressor. Turning the air compressor on starts the flow of air into the bottle which in turn creates more pressure than the small hole (relief valve) in the side of the bottle can keep up with. The plastic bottle starts to expand and eventually ruptures. The reason the bottle ruptures is that the amount of increasing pressure inside the bottle is far greater and exceeds that at which the small hole allows to escape. The pressure in the bottle is increasing faster than it can escape through the "relief valve".

Propane BLEVE

A propane tank BLEVE will occur when the container is subject to extreme heat, such as in a fire. While the tank is being heated, the liquid propane inside is being heated causing it to expand. The safety relief valve will open allowing pressure to vent to the outside atmosphere. If the pressure inside the tank grows to a level exceeding that at which the safety relief valve can expel it from the tank, the

propane tank may rupture. If flames or a source of ignition is present, the propane will ignite resulting in an explosion. It's important to know that a BLEVE will occur only if the conditions are right, such as being subject to continuous flame impingement over a period of time. The possibility of a propane tank explosion (BLEVE) is extremely remote.

Propane tank that was subject to continuous flame from a grass fire

Pictured left is a tank that was involved in a grass fire. The fence caught fire and burned down around



the tank. Although the tank is no longer serviceable, it is a testament to the strength propane tanks have as well as the manufacturing standards propane tanks are subject to. Many people believe that an LP Gas tank will explode easily if fire is present or near. This propane gas tank is an example of the rule, not the exception.

Propane Tank Strength

The pictures below are of propane bobtail tanks that were involved in accidents. Each of these 2,600 gallon tanks were involved in rollover accidents and were over 60% full. That means each tank contained over 1,500 gallons (~6,300 pounds) of propane. The tanks may be dented but the force of 10,000+ pounds coming down on the hard pavement is definitely a testament of strength in itself. You be the judge.



Dented propane tankers involved in a rollover accident.



Wrecked propane tanker that did not explode.

Added Information

In the case of the plastic bottle the tensile strength of the bottle wall was exceeded quickly and tears.

In the case of a large railroad tank car the pressure vessel inside is made of 1/2"- 3/4" steel. It is wrapped in 8"-12" inches of thermal insulation, and covered in another steel skin.

A BLEVE in these vessels goes through several steps before the failure of the vessel. This process can take from several hours to a couple of days.

- Several factors affect how this process will moves foward.
 - The fire is heating the tank above or below the liquid level.
 - The pressure relief valve/s are blocked and do not function to release pressure .

- If an intense fire impinges on the rail car below the liquid level, the fire must raise the temperature of the liquid to its boiling point (the thermal blanket is rated to protect the vessel for 110 minutes with no damage to the car.)
- Once the liquid (33,000 gallons) starts to boil the pressure inside will rise to the point the pressure relief valve opens, the pressure is relieved and some product is released. The relief valve closes and the cycle starts again. This lowers the level of the liquid with each cycle.
- Eventually the liquid level is low enough so that fire is now heating metal that is no longer cooled by liquid inside.
- At some point the heated metal will deform and eventually tear from the pressure inside.
- The tear opens the pressure vessel and releases the inside pressure on the liquid.
- With the release of pressure, the remaining liquid turns to vapor and escapes the vessel in a cloud of vapor.
- The vapor ignites in an expanding deflagration. (not a true explosion)

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AGENDA TRANSMITTAL

MEETING DATE: December 5, 2017

CITY AGENDA ITEM: Presentation of Fairfield and Suisun Transit (FAST) January 2018 Proposed Service Changes.

FISCAL IMPACT: There would be no fiscal impact on the City associated with this informational item. The proposed adjustments are anticipated to result in a savings to FAST's budget of about \$99,700, or 2.5%, which will help keep expenditures below budget amounts.

BACKGROUND: Staff has reviewed various alternatives to provide new public transportation connections to the new Fairfield-Vacaville Train Station (FFV). FAST is proposing a major service change to Route 2 and Route 4 in Fairfield to accommodate identified service needs. FAST is holding a formal Public Hearing regarding these changes at the Fairfield City Council meeting on December 19, 2017. Concurrently, FAST has identified additional minor service changes to improve operating efficiency and service delivery while bringing operating costs in line with adopted budget levels. This includes changes to Route 6 and Route 9 in Suisun City.

STAFF REPORT: The Capitol Corridor Joint Powers Authority began service to the Fairfield/Vacaville Train Station on November 13, 2017. FAST recognizes a need for local transit service to connect to the FFV Train Station to promote the new service, encourage local transit use, and provide the local first-mile and last-mile connections for resident commuters.

During the redesign of our services to accommodate the need to connect to the FFV Train Station, FAST staff identified minor changes to routes in Fairfield and Suisun City. These changes will not reduce the frequency of service or the span of service, and will provide improved on-time performance by combining routes.

In Suisun City, the current Route 6 and Route 9 will be combined to form a new Route 6. The new Route 6 will operate with three buses and link Lawler Ranch, Suisun Walmart, Suisun KROC Center, Suisun Senior Center, Fairfield City Hall, Fairfield Adult Recreation Center, and the Solano Mall.

Attachment A includes the maps demonstrating the current and proposed service rerouting for Route 6 and Route 9. If anyone from the public wishes to provide input on these changes, please contact FAST staff directly at:

Fairfield and Suisun Transit
 2000 Cadenasso Drive
 Fairfield, CA 94533
 (707) 434-3800
www.fasttransit.org

PREPARED BY:

Nathaniel Atherstone, Transportation Manager

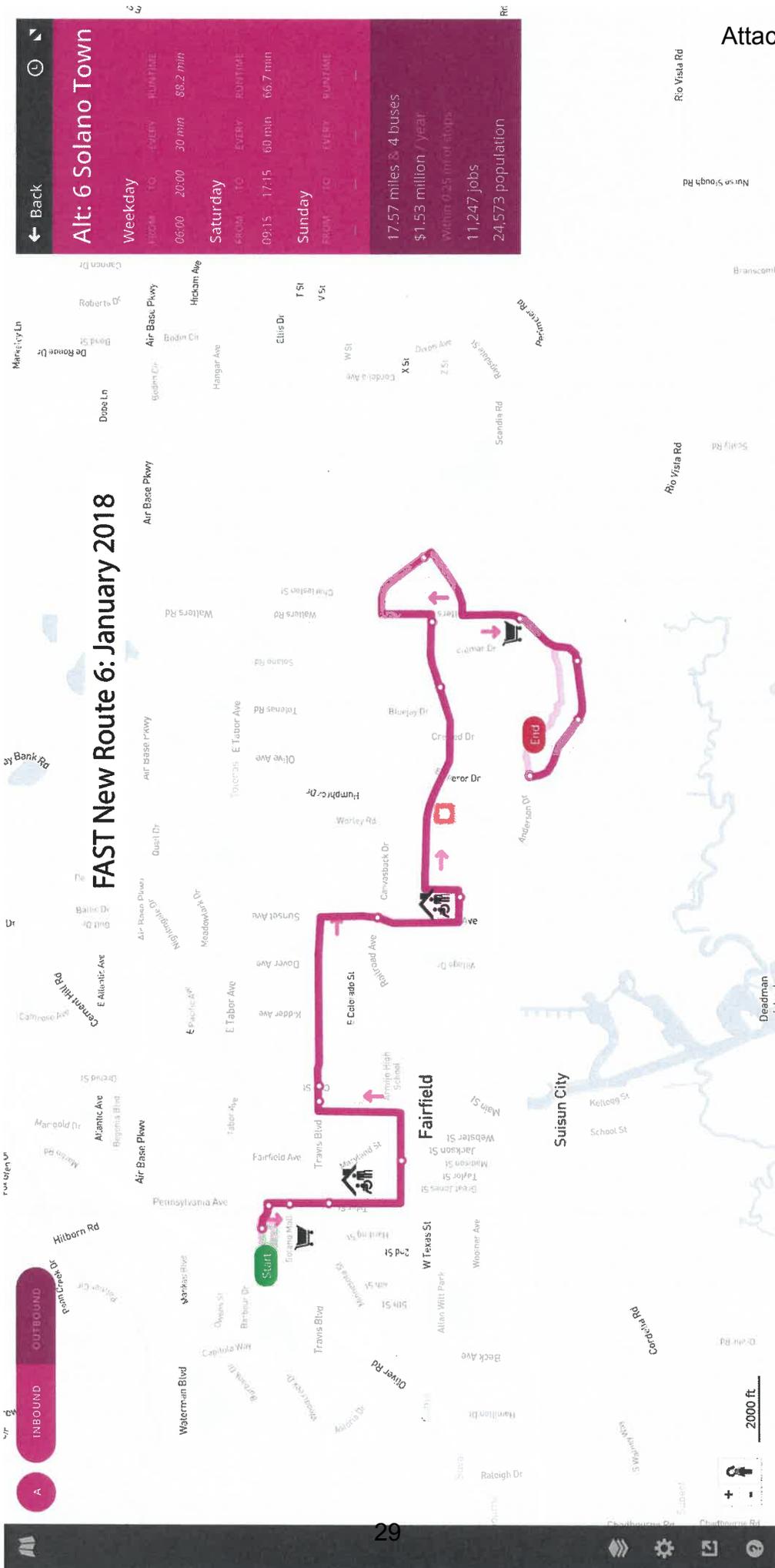
REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

RECOMMENDATION: It is recommended that the City Council receive the presentation.

ATTACHMENTS:

1. Proposed Service Map for Route 6.



Alt: 6 Solano Town

Weekday	FROM	TO	QUEUE	RUNTIME
	06:00	20:00	30 min	88.2 min

Saturday	FROM	TO	QUEUE	RUNTIME
	09:15	17:15	60 min	66.7 min

Sunday	FROM	TO	QUEUE	RUNTIME

17.57 miles & 4 buses
\$1.53 million / year
Within 0.25 miles stops
11,247 jobs
24,573 population

Rio Vista Rd
Nurse Slough Rd
Scandia Rd
Rio Vista Rd

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AGENDA TRANSMITTAL

MEETING DATE: December 5, 2017

CITY AGENDA ITEM: Council Adoption of Resolution No. 2017-__: Approving and Authorizing the Execution of the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement.

FISCAL IMPACT: There would be no direct fiscal impact on Suisun City related to the change to a new Joint Exercise of Powers Agreement (JPA). Initial projections indicate the City will see a nearly \$21,000 reduction in administrative costs the first year with additional savings over time. The action acknowledges the City's desire to continue to participate in the PLAN JPA to obtain liability coverage and risk management services in the future.

BACKGROUND: The Association of Bay Area Governments (ABAG) Pooled Liability Assurance Network (PLAN) was established in 1986 as a non-profit corporation to establish a stable, cost-effective self-insurance, risk sharing and risk management program option for ABAG members. Suisun City was a founding member, and has participated in the ABAG PLAN for the past 31 years to obtain coverage and risk management services related to liability, property, automobile physical damage, and other ancillary lines of coverage. This arrangement has provided very cost-effective and responsive support to the City's self-insurance plan while allowing the City to have policy influence in the pool's management.

STAFF REPORT: In 2015, a funding dispute between ABAG and Metropolitan Transportation Commission (MTC) ignited an effort to merge the two multi-jurisdictional organizations. As a result of the ABAG/MTC merger, ABAG PLAN is now administered by the MTC. Over the course of the last year, the Board of Directors of ABAG PLAN explored various options to disengage from MTC. The Board of Directors of ABAG PLAN conducted an RFP during the past fiscal year that indicates significant savings to pool members as a result of contracting pool administration services through another source. An independent consultant study revealed a savings in pool administrative costs of approximately \$3 million over the next five years for participating member agencies. ABAG PLAN Board of Directors voted unanimously at their annual board meeting in June to contract with Bickmore Risk Services. A transition plan has been developed by ABAG PLAN and Bickmore to transfer pool administrative services to the new pool administrator.

To complete the transition of pool administrative services from ABAG/MTC and achieve the significant savings in administrative cost to PLAN, both ABAG General Counsel and PLAN Counsel have recommended a separate Joint Powers Authority (JPA) be formed to exclusively manage the existing and future risk management and coverage needs of the members. The new JPA is required to act as fiscal agent and manage the transfer of all of the current assets and liabilities from the ABAG PLAN non-profit corporation to the new PLAN JPA. The new PLAN JPA will no longer be directly affiliated with MTC, but will continue to provide a stable, cost-effective self-insurance, risk sharing and risk management program for member participants.

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Scott T. Corey, Senior Management Analyst
 Ronald C. Anderson, Jr., Assistant City Manager
 Suzanne Bragdon, City Manager

This separate JPA model would align Suisun City and other PLAN JPA members with pooling industry best practices, allow for program continuity, and provide for a seamless transition to the new JPA post ABAG merger with MTC.

By approving the attached resolution, the City Council agrees that Suisun City will conditionally participate in the newly established PLAN JPA. Once all current ABAG PLAN members have approved and signed their respective resolutions, the PLAN JPA will officially become a going concern, and all assets and liabilities will be transferred from the prior ABAG PLAN to the new PLAN JPA.

If the City Council decides not to approve the resolution, the City would not join the new JPA, would have to absorb costs associated with withdrawing from PLAN, and need to decide whether to self-insure for liability and property claims, or seek to join another risk pool for insurance and risk management services.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2017-__: Approving and Authorizing the Execution of the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement.

ATTACHMENTS:

1. Resolution No. 2017-__: Approving and Authorizing the Execution of the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement.

RESOLUTION NO. 2017- ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING AND AUTHORIZING THE EXECUTION OF THE POOLED LIABILITY
ASSURANCE NETWORK (PLAN) JOINT EXERCISE OF POWERS AGREEMENT**

WHEREAS, the City of Suisun City is a member of PLAN Corporation, a California non-profit corporation (“PLAN Corporation”) comprised of twenty-eight member agencies pooling their property and liability risk in conjunction with the Association of Bay Area Governments (“ABAG”) Joint Exercise of Powers Authority (“JPA”), established pursuant to California Government Code §6500 et seq., and

WHEREAS, in 1986 ABAG and PLAN Corporation entered into an Agency Agreement which irrevocably assigned the risk management duties and obligations of ABAG to PLAN Corporation; and

WHEREAS, the Member Agencies of PLAN Corporation have entered into a Risk Coverage Agreement with each other and ABAG to provide for pooled liability services through PLAN Corporation, and

WHEREAS, a JPA is required to act as fiscal agent and manage the transfer and assignment of all of the current assets and liabilities from PLAN Corporation to the new PLAN JPA, and

WHEREAS, the Members of PLAN Corporation seek to separate from the current model of service involving the necessity of the Agency Agreement and use of the ABAG JPA to the new risk management focused PLAN JPA that would provide pooled risk coverage for its member agencies, with preference for the existing members of PLAN, under a new risk coverage agreement within the PLAN JPA, and

WHEREAS, as part of the transition the Bickmore Contract with PLAN Corporation will be assigned to the PLAN JPA, so that these services can continue in a seamless manner.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby authorizes the City Manager and/or Mayor to execute the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement, pursuant to California Government Code §6500 et seq., including the powers delegated therein, conditioned on the transfer of the assets of PLAN to the PLAN JPA, in substantially the form attached to this Resolution (minor technical or clerical corrections, if any, to be included in the authority granted).

BE IT FURTHER RESOLVED, that the CITY’s PLAN Corporation representative is authorized to approve of the assignment of assets from PLAN Corporation to the JPA, and to approve the assignment of risk management services from PLAN Corporation to PLAN JPA.

PASSED AND ADOPTED by a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 5th of December 2017, by the following vote:

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

WITNESS my hand and the seal of the City of Suisun City this 5th day of December 2017.

Linda Hobson, CMC
City Clerk

JOINT POWERS AGREEMENT

CREATING THE

POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT POWERS AUTHORITY

adopted

November , 2017

**JOINT POWERS AGREEMENT
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**POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT POWERS
AUTHORITY**

JOINT POWERS AGREEMENT

This Agreement is made by and among the public entities listed in Appendix A (“Member Entities”), all of which are public entities organized and operating under the laws of the State of California and each of which is a local public entity as defined in California Government Code Section 989, as it may be amended from time to time.

RECITALS

- I. The following state laws, among others, authorize the Member Entities to enter into the Pooled Liability Assurance Network Joint Powers Authority [PLAN] Joint Powers Agreement (“Agreement”):
1. Labor Code Section 3700 allowing a local public entity to fund its own workers’ compensation claims;
 2. Government Code Sections 989 and 990 permitting a local public entity to insure itself against liability and other losses;
 3. Government Code Section 990.4 permitting a local public entity to provide insurance and self-insurance in any desired combination;
 4. Government Code Section 990.8 permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500-6515; and
 5. Government Code Sections 6500-6515 permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them.
- II. The governing board of each Member Entity has determined that it is in the Member Entity’s best interest and in the public interest that this Agreement be executed and that it shall participate as a member of the public entity created by this Agreement.

Now, therefore, the Member Entities, by, between, and among themselves, in consideration of the mutual benefits, promises, and agreements set forth below, hereby agree as follows:

ARTICLE I

**CREATION OF THE “POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT
POWERS AUTHORITY”**

Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), the Member Entities create a public agency, separate and apart from the Member Entities, to be known as the “Pooled Liability Assurance Network [PLAN] Joint Powers Authority” (the “Authority”). Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this Authority shall not constitute debts, liabilities, or obligations of the Member Entities.

ARTICLE II

PURPOSES

This Agreement is entered into by Member Entities under California Government Code Sections 990, 990.4, 990.8, and 6500, et. seq. and Labor Code Section 3700 in order to do one or more of the following:

1. Develop effective risk management programs to reduce the amount and frequency of losses;
2. Share the risk of self-insured losses;
3. Jointly purchase insurance either with or without any self-insured portion underlying the insurance, and administrative and other services including, but not limited to claims adjusting, data processing, risk management, loss prevention, accounting services, actuarial services, and legal services in connection with the Programs;
4. Provide administrative and other services including, but not limited to, claims adjusting, data processing, risk management, loss prevention, treasury, investment management, accounting services, audit, actuarial services, and legal services in connection with the various programs;
5. Assume the assets, liabilities and obligations of the ABAG PLAN CORPORATION (a California non-profit corporation), also known as Association of Bay Area Governments Pooled Liability Assurance Network on the basis of each Member Entity’s responsibilities under those previously binding documents, including the Memorandum of Coverage, and Risk Coverage Agreement, as amended to reflect the formation of this JPA and its policies and procedures; and

These purposes shall be accomplished through the exercise of the powers of the Member Entities jointly in the creation and operation of the Authority.

It is also the purpose of this Agreement to provide, to the extent permitted by law, procedures for the addition, at subsequent date, of public entities to become parties to this Agreement and members of the Authority, subject to Article XVIII, and to provide for the removal of Member

Entities for cause or upon request, subject to Articles XIX and XX.

ARTICLE III

DEFINITIONS

In this Agreement unless the context otherwise requires:

1. **Board** or **Board of Directors** is the governing body of the Authority constituted as set forth in Article X of this Agreement;
2. **Governing Documents** include this Agreement, the Bylaws of the Authority, and any other document identified as a Governing Document in the Bylaws.
3. **Member Entity** includes each public agency which is a party to this Agreement.
4. **Program** is the specific method used to provide coverage for a risk, scope, type, or area of insurance services, including, without limitation, the funding of loss reserves, where applicable, as prescribed in a Governing Document for a specific type of coverage, and may encompass such specific areas as general liability (including errors and omissions), property, automobile, workers' compensation, or employee benefits.

ARTICLE IV

PARTIES TO THE AGREEMENT

Each Member Entity certifies that it intends to and does contract with every other Member Entity who is a signatory to this Agreement and, in addition, with such other Member Entity as may later be added as a Member Entity under Article XVIII. Each Member Entity also certifies that the deletion of any Member Entity from this Agreement does not affect this Agreement nor each Member Entity's intent to contract with the Member Entities then remaining.

ARTICLE V

TERM OF AGREEMENT

This Agreement will become effective as of January 1, 2018 and continues in full force until terminated in accordance with Article XXI.

ARTICLE VI

POWERS OF THE AUTHORITY

The Authority, through its Board of Directors, is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement referred to in Article II including, but not limited to, each of the following:

1. Make and enter into contracts, including but not limited to revision to the Risk Coverage Agreement and Memorandum of Coverage;
2. Incur debts, liabilities, and obligations; but no debt, liability, or obligation of the Authority is a debt, liability, or obligation of a Member Entity;
3. Acquire, hold, or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
5. Sue and be sued in its own name;
6. Employ agents and employees;
7. Acquire, construct, manage, and maintain buildings;
8. Lease real or personal property, including that of a Member Entity;
9. Receive, collect, invest, and disburse monies;
10. Issue revenue bonds or other forms of indebtedness, as provided under Government Code Sections 6500, et. seq.; and
11. Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement.
12. Hire attorneys, accountants, auditors and other professionals.

These powers shall be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

ARTICLE VII

MEMBERSHIP

Membership shall be restricted to public agencies located within the State of California as set forth in the Bylaws.

Upon a Member Entity organization or re-organization, including dissolution, merger, or

consolidation, which results in extinguishment or dissolution of the legal existence of a Member Entity, the rights, obligations, and liabilities of such Member Entity under this Agreement, the Bylaws, or other Governing Documents or resolutions of the Board shall be the rights, obligations, and liabilities of the successor public entity.

ARTICLE VIII

MEMBER ENTITY RESPONSIBILITIES

Each Member Entity has the obligations and responsibilities set forth in the Governing Documents as defined in the Bylaws and any resolution of the Board of Directors. Such responsibilities and obligations may include, but are not limited to, the following:

1. Cooperate with the Authority in determining the cause of losses and in the settlement of claims;
2. Pay all premiums, assessments, penalties, interest, and other charges promptly to the Authority when due;
3. Provide the Authority with statistical and loss experience, data, and other information as may be necessary;
4. Cooperate with and assist the Authority and any insurer, claims adjuster, or legal counsel retained by the Authority in matters relating to this Agreement, the Authority Bylaws, any other Governing Documents, and policies and procedures adopted by the Board;
5. Except for any new Member Entities as allowed for in Article XVIII, agree the Authority will assume the assets, liabilities and obligations of ABAG PLAN CORPORATION (a California non-profit corporation) also known as the Association of Bay Area Governments Pooled Liability Assurance Network, on the basis of its documents, including but not limited to the Memorandum of Coverage, and Risk Coverage Agreement, as amended to reflect the formation of this JPA and its policies and procedures; and

ARTICLE IX

POWERS RESERVED TO THE MEMBERSHIP

The Member Entities retain the following powers:

1. The designation of the Board of Directors as specified in Article X; and
2. Approval of amendments to this Agreement as specified in Article XXVI.

ARTICLE X

BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board shall be comprised of one director, and one alternate director, from each Member Entity who shall have the authority to bind the Member Entity on any and all matters relating to the business of the Authority. Each director has one vote. Each director shall be appointed by the governing body of the Member Entity. The alternate director shall be appointed by and serve at the pleasure of the Member Entity. The alternate director may cast a vote as a member of the Board of Directors only in the absence of the director.

ARTICLE XI

POWERS RESERVED TO THE BOARD

The powers of the Board are the powers of the Authority not specifically reserved to the Member Entities by this Agreement. The Board has authority to delegate its powers and authority. However, the Board shall retain unto itself the power to change the Bylaws, to expel a member by a two-thirds vote, and to establish a Program.

ARTICLE XII

COMMITTEES

EXECUTIVE COMMITTEE

The Board may create an Executive Committee comprised of members of the Board and delegate one or more of its powers to the Executive Committee except those powers not delegable. An appointment to the Executive Committee, if any, is by an election of the Board of Directors.

OTHER COMMITTEES

Other committees may be created by, or in accordance with, the procedures described in the Bylaws.

ARTICLE XIII

BOARD AND COMMITTEE MEETINGS

The Board shall hold at least one regular meeting each year. The Board shall fix the date, hour, and place at which each regular meeting is to be held. A special meeting may be called upon written request by the President or at least one-third of the Board members.

Each regular, adjourned regular and special meeting of the Board, the Executive Committee, or any other Standing Committee shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The Secretary shall keep or have kept minutes of each regular or special meeting of the Board and any Committee. As soon as possible after each meeting, the Secretary shall have a copy of those minutes forwarded to each member of the Board.

No business may be transacted by the Board or a Committee without a quorum of members being present. A quorum consists of a majority of the members.

ARTICLE XIV

OFFICERS AND EMPLOYEES

The Officers of the Authority are the President, Vice President, Administrator, Secretary, Treasurer, and others as may be declared in the Bylaws or resolution of the Board. The Officers are elected or appointed in accordance with the procedures described in the Bylaws. The Officers shall have the authorities and responsibilities as defined in the Bylaws.

The Board may appoint such officers and employees and may contract with such persons or firms as it considers necessary to carry out the purposes of this Agreement.

Any Member Entity which provides or performs assigned duties pursuant to this Article may be reimbursed by the Authority for services rendered on the Authority's behalf.

ARTICLE XV

ANNUAL AUDITS AND AUDIT REPORTS

The Treasurer shall cause an annual financial audit to be made by an independent Certified Public Accountant with respect to all Authority receipts, disbursements, other transactions and entries into the books. A report of the financial audit shall be filed as a public record with each Member Entity. The audit shall be conducted in accordance with Government Code Section 6505 and filed with the County Auditor or others as required by the laws of California. The Authority shall pay the cost of the financial audit and charge the cost against the Member Entities in the same manner as other administrative costs.

ARTICLE XVI

INDEMNIFICATION OF DIRECTORS, OFFICERS, AND EMPLOYEES

The members of the Board of Directors and the officers and employees of the Authority shall

act in good faith and in the best interests of the Authority in the performance of their duties hereunder. The members of the Board of Directors and the officers and employees of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority. No member of the Board shall be liable for any action taken or omitted by any other member of the Board. No member of the Board, officer, or employee shall be required to deposit premium on a bond or other security to guarantee the faithful performance of his or her duties hereunder, although the Authority may provide such bonds. Funds of the Authority shall be used to defend and to indemnify members of the Board, officers, and employees of the Authority for any act or omission pursuant to the provisions of Government Code Sections 910 to 996.6. The Authority may purchase insurance to provide coverage for acts or omissions of directors, officers, and employees.

The Authority shall indemnify, protect, defend, and hold harmless each and all of the Member Entities, and their officers and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney's fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Member Entities, or any of their officers, employees, agents, or independent contractors. This indemnification provision is intended to supplant and supersede the pro rata right of contribution formula set forth in Government Code Section 895.6.

ARTICLE XVII

SELF-INDEMNIFICATION AMONG THE MEMBER ENTITIES

Section 895.2 of the California Government Code imposes certain tort liability jointly upon entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code. Therefore, the Member Entities hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of the California Government Code, each assumes the full liability imposed upon it for any of its officers, agents, or employees by law for injuries caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve this purpose, each Member Entity indemnifies and holds harmless all other Member Entities for any loss, cost, or expense that may be imposed upon such other Member Entities solely by virtue of Section 895.2 of the California Code.

ARTICLE XVIII

NEW MEMBERS

A public agency may be admitted as a Member Entity only upon a two-thirds vote of the Board of Directors. The application of any Member Entity to participate in any Program shall be determined under the Program's Governing Documents. Notwithstanding the above, members of

ABAG Plan Corporation in good standing as of July 1, 2017 shall be automatically admitted upon adoption of a resolution by its governing body authorizing the execution of this Joint Powers Agreement, provided that said action occurs by June 30, 2018.

Each applicant for membership shall pay all fees and expenses set by the Board.

ARTICLE XIX

WITHDRAWAL

A Member Entity may withdraw from the Authority only at the end of a fiscal year, provided it has given the Authority at least six months written notice of its intent to withdraw. A notice of intent to withdraw shall be final and irrevocable upon its receipt by the Authority unless the Board authorizes it to be rescinded by the Member Entity. A Member Entity joining after June 30, 2018 may only withdraw from the Authority after three (3) consecutive fiscal years following commencement of membership.

The withdrawal of a Member Entity from membership in the Authority shall not terminate its responsibility, as defined by any of the Governing Documents of the Authority, to contribute its share of premiums or funds to any fund or coverage program created by the Authority in which the withdrawing Member Entity has participated.

ARTICLE XX

EXPULSION

The Authority may expel a Member Entity from membership in the Authority by a two-thirds vote of the Board of Directors for a breach of any of the Governing Documents determined by the Board to be a material breach. Such expulsion shall automatically, and simultaneously, terminate the Member Entity's participation in any and all Programs in which it may be a Program participant. The procedure for hearing and notice of expulsion of a Member Entity shall be as provided in the Authority Bylaws.

The expulsion procedures from any Program shall be defined in the Governing Documents for that Program.

The expulsion of a Member Entity from membership in the Authority shall not terminate its responsibility, as defined by any of the Governing Documents of the Authority, to contribute its share of premiums or funds to any fund or coverage Program created by the Authority in which the expelled Member Entity has participated.

ARTICLE XXI

TERMINATION AND DISTRIBUTION

This Agreement may be terminated by the written consent of two-thirds of the Member

Entities. However, this Agreement and the Authority shall continue to exist after termination for the purpose of disposing of all claims, debts and other obligations, distribution of assets, and all other functions necessary to conclude the obligations and affairs of the Authority.

Upon termination of this Agreement, after disposition of all claims debts and other obligations, the remaining assets of the Authority shall be distributed and apportioned among the Member Entities that have been participants in its Programs, including those Member Entities which previously withdrew or were expelled pursuant to Articles XIX and XX of this Agreement, as provided in the Authority Bylaws.

ARTICLE XXII

NOTICES

Notice to each Member Entity under this Agreement is sufficient if mailed to its respective address on file with the Authority.

ARTICLE XXIII

BINDING EFFECT OF BYLAWS AND OTHER GOVERNING DOCUMENTS

Each party to this Agreement by its execution agrees to be bound by and to comply with all of the terms and conditions of the Governing Documents, and any Resolution adopted by the Board of Directors as they now exist or may hereafter be adopted or amended.

ARTICLE XXIV

ENFORCEMENT

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted by the Authority to enforce any term of any of the Governing Documents of any Program or otherwise against any Member Entity, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXV

PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of a Member Entity has a right, claim, or title to any part, share, interest, fund, premium, or asset of the Authority.

ARTICLE XXVI

AMENDMENTS

This Agreement may be amended if at least 2/3rds of the total Member Entities vote in favor of the amendment. A proposed amendment must be submitted to each Member Entity at least thirty (30) days prior to the date the amendment is considered by the Authority. An amendment will be effective immediately unless otherwise specified. Appendix A to the Agreement may be amended to correctly list current Member Entities without separate action by the Member Entities or the Board.

ARTICLE XXVII

SEVERABILITY

If a portion, term, condition, or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

In witness whereof, the following parties have each executed this Agreement as amended on the dates set forth below and acknowledge their membership in the Authority:

Entity:

Date: _____

Title:

APPENDIX A

MEMBER ENTITIES

City of American Canyon
Town of Atherton
City of Benicia
City of Burlingame
City of Campbell
Town of Colma
City of Cupertino
City of Dublin
City of East Palo Alto
City of Foster City
City of Half Moon Bay
Town of Hillsborough
Town of Los Altos Hills
Town of Los Gatos
City of Millbrae
City of Milpitas
City of Morgan Hill
City of Newark
City of Pacifica
Town of Portola Valley
Town of Ross
City of San Bruno
City of San Carlos
City of Saratoga
City of South San Francisco
City of Suisun City
Town of Tiburon
Town of Woodside

AGENDA TRANSMITTAL

MEETING DATE: December 5, 2017

CITY AGENDA ITEM: Council Adoption of Resolution No. 2017-___: Approving the Memorandum of Understanding with Solano Economic Development Corporation regarding the Collaborative Implementation of the Moving Solano Forward Economic Development and Marketing Strategy.

FISCAL IMPACT: There would be no fiscal impact on the General Fund. The Fiscal Year 2017-18 Budget includes \$11,400 for Solano EDC Membership as agreed to as part of this MOU. This is based on \$0.40 per capita applied to the City's population as reported by the California Department of Finance Demographic Research Unit.

BACKGROUND: The Solano Economic Development Corporation (EDC) is a public-private, nonprofit, dedicated to the economic growth of Solano County – scaling local traded sector industries, attracting new jobs and investment, and maintaining competitive advantages for both existing and new businesses. Suisun City has been a member for 16 years and benefited from the programs implemented by the EDC including Solano Means Business, Solano Business First!, and Moving Solano Forward. The Solano EDC is undergoing a major shift in focus and restructuring with a new President starting in January 2018. This focus is on attracting new enterprises that bring well-paying jobs to Solano County that diversify our local economy.

STAFF REPORT: The memorandum of understanding (MOU) is a non-binding contract for the Fiscal Year 2017-18 that encourages a partnership between Suisun City and the Solano County EDC to implement the Moving Solano Forward (MSF) Economic Development Strategy. The MOU outlines clear and specific agreed upon activities intended to aid the City and EDC to achieve the MSF goal of economic, business and job growth in all seven cities located within Solano County, as well as the County itself. Recognizing that each city has different goals, objectives, opportunities, and resources for economic development, the services and support through our membership in Solano EDC will be “tailored” to the specific needs of each City.

To address the concern raised in past years of “what is the benefit to Suisun City” of membership in Solano EDC, the MOU outlines four key initiatives including:

- Business attraction activities including promotion of key sites and buildings by city, promoting Solano County through social and earned media, and targeting key industries and businesses for recruitment.
- Existing business development including focused efforts with Travis Air Force Base and expansion within the regions trade sectors.
- Implementation of a Competitiveness Initiative that includes such things as preparing a Comprehensive Economic Development Plan (CEDS), facilitating access to monies for infrastructure improvements and collaboration with education/workforce and industry to align human capital with available and future jobs.
- Maintaining a robust website that both businesses and member agencies can access.

PREPARED BY:

Sajuti Rahman, Economic Development Analyst

APPROVED BY:

Suzanne Bragdon, City Manager

With the extensive land development and entitlement activities underway in the City at this time, including Suisun 355 annexation east of town and the Lighthouse Marketplace, not to mention the number of inquiries tied to Main Street West properties, these services available through Solano EDC are more relevant than ever before.

Through this MOU, membership dues are applied consistently to all cities based on the formula of \$.40 per capita, which for us, amounts to \$11,400 per year. A copy of the MOU is attached.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2017-__: Approving the Memorandum of Understanding with Solano Economic Development Corporation regarding the Collaboration Implementation of the Moving Solano Forward Economic Development and Marketing Strategy.

ATTACHMENTS:

1. Resolution No. 2017-__: Approving the Memorandum of Understanding with Solano Economic Development Corporation regarding the Collaboration Implementation of the Moving Solano Forward Economic Development and Marketing Strategy.
2. MOU between Solano Economic Development Corporation and the City of Suisun City.

RESOLUTION NO. 2017 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE MEMORANDUM OF UNDERSTANDING WITH
SOLANO ECONOMIC DEVELOPMENT CORPORATION REGARDING THE
COLLABORATIVE IMPLEMENTATION OF THE MOVING SOLANO FORWARD
ECONOMIC DEVELOPMENT AND MARKETING STRATEGY**

WHEREAS, the City of Suisun City has been a member of Solano Economic Development Corporation for 16 years; and

WHEREAS, the City has benefited from the programs implemented by the EDC including Solano Means Business, Solano Business First!, and Moving Solano Forward (MSF) ; and

WHEREAS, the Solano EDC is undergoing a major shift in focus and restructuring with a new President and implementation of Moving Solano Forward II to attract new enterpriises that bring well-paying jobs that diversify our local economy; and

WHEREAS, the memorandum of understanding (MOU) is a non-binding contract for the Fiscal Year 2017-18 that encourages a partnership between Suisun City and the Solano EDC to implement the MSF Economic Development Strategy; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City Approve the Memorandum of Understanding with Solano Economic Development Corporation regarding the collaboration implementation of the MSF Economic Development and Marketing Strategy.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5th day of December 2017, by the following vote:

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

WITNESS my hand and the seal of the City of Suisun City this 5th day of December 2017.

Linda Hobson, CMC
City Clerk

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOLANO COUNTY ECONOMIC DEVELOPMENT CORPORATION
AND THE CITY OF SUISUN CITY REGARDING
THE COLLABORATIVE IMPLEMENTATION OF THE MOVING SOLANO FORWARD
ECONOMIC DEVELOPMENT AND MARKETING STRATEGY**

The Solano County Economic Development Corporation (EDC) and the City of Suisun City, (CITY) intend to work together to implement the ***Moving Solano Forward*** Economic Development Strategy. The strategy outlines four key initiatives to be collaboratively implemented, but initiated and led by the EDC:

- 1) Business attraction activities, promoting key sites and buildings in each city, promoting Solano through social and earned media, and targeting key industries and businesses through mail and attendance at industry/association events and conferences;
- 2) Existing business development, including focused efforts with TAFB and expansion efforts in the region's traded sectors;
- 3) Organizing a competitiveness initiative including preparing and utilizing a county-wide Economic Development Administration Comprehensive Economic Development Plan (CEDS), accessing resources for infrastructure improvements. This includes collaboration with education/workforce and industry to align human capital with available and future jobs.
- 4) Maintain a robust website where businesses and agencies can access up-to-date data, demographics and economic indicators.

This Memorandum of Understanding is a non-binding contract. However, this agreement establishes the basic tenements of a collaborative working relationship between the City of Suisun City and the EDC to create more jobs for Suisun City and the region, but does not impose a legal obligation on either party. The EDC's Moving Solano Forward 5-year goal for Solano County is:

- i. 2,021 Jobs
- ii. \$121 Million – new investment
- iii. \$521 Million – economic impact

The EDC will meet regularly with the city to ensure the EDC is aware of the economic development priorities of the city, is marketing the key sites, buildings and areas that are priorities to fill for the city, and is capturing possible stories for social and earned media. Considering that each City in Solano County has different goals, as well as different objectives, opportunities and resources (such as real estate) for economic development, it is accepted that there will be "tailored" activities specific to each City. As a baseline understanding of services, however, the EDC and supporting County/Cities will agree on the following key elements of collaboration and deliverables.

Economic Development success as envisioned in MSF II can only be accomplished with the partnership and investment of the City and other key stakeholders. The following are agreed upon items for collaboration:

1. Cities and the County will participate as key partners on the Solano EDC Economic Development Task Force which includes representative of all cities, county and other key organizations involved in Economic Development;
2. Together, the EDC and Task Force members execute city-focused Business Retention programs that Cities and the County deem to suit their respective functional needs. The EDC will provide value-added support to retention and expansion efforts that arise from outreach.
3. The EDC will identify priority traded sectors for target marketing and business attraction and city-specific featured areas for promotion and will lead efforts to market and pursue businesses identified within priority traded sectors;
4. Under the leadership of the EDC, pursue joint promotional activities;
5. EDC will facilitate the exchange best practices/research and industry intelligence to better communicate, promote and respond to industry;
6. EDC will Identify and implement co-operative marketing activities that promote the Cities and the County to create an awareness in key markets as a premier location for businesses;
7. The EDC will leverage collaborative efforts throughout Solano County with a particular focus on business development of traded sector businesses, knowledge/innovation economy development, biotechnology, advanced materials, food and beverage and also sectors important to maintaining a quality of life desired by companies.
8. The City of Suisun City and the EDC recognize the benefits of ongoing, regular contact between their respective organizations to promote economic development and job creation and identify areas in which there are opportunities for joint co-operation.

The City/County will:

1. Participate as key partner on the Solano EDC Task Force which includes representative of all Cities, County and other key organizations involved in Economic Development to lead Business Retention/Expansion and Attraction.
2. Keep the EDC apprised of any new sites or buildings available to be marketed and promoted for new business locations;
3. Will assist prospect handling by providing the required and timely staff support based on the availability of staff resources and the City's specific priorities in response to stated business requirements as they pertain to existing companies or new firms interested in relocation or expansion to the area.
4. Will facilitate zoning and permitting discussion and assistance with client prospects.

5. Will provide current data as it relates to changes in land use issues, infrastructure upgrades, zoning, fee structure or any other jurisdictional actions which assist in meeting the stated objectives of this Memorandum of Understanding and that impact the ability to respond to stated business issues and concerns.
6. Will commit to interact with the ED Task Force, Business Retention and Marketing, to the level of capability based on staffing, time and monetary constraints and as appropriate for the City.

This MOU sets forth the current intentions of the EDC and the City of _____ with respect to the Fiscal Year 2017-18 operations of the EDC. The further intent is to provide a general understanding of the levels of responsibility and interaction for each party to this agreement. The MOU is not a binding contract but rather a document to serve as a guideline for the implementation of *Moving Solano Forward II*, a collaborative effort of the county and cities to unite and achieve economic, business and job growth in Solano County and all cities.

A critical element of this document is the ability for each party to engage in a level of flexibility in implementing regional and local economic development plans.

In compensation for providing the EDC 2017-18 level of activity as outlined in the MOU, the County/City of _____ will invest an annual amount based on \$0.40 per capita applied to the City's population as reported by the California Department of Finance Demographic Research Unit.

Population 2016	Proposed Investment 2017
	\$

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

Further, this MOU is consistent with the original intent of the *Moving Solano Forward II Strategy* and the responsibilities as outlined, meets with the approval of both parties to this Memorandum of Understanding.

EDC

City of Suisun City

Signature: _____

Signature: _____

Date _____

Date _____

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MINUTES

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL**

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

AND HOUSING AUTHORITY

TUESDAY, OCTOBER 17, 2017

7:00 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

(Next Ord. No. – 745)

(Next City Council Res. No. 2017 – 83)

Next Suisun City Council Acting as Successor Agency Res. No. SA2017 – 06)

(Next Housing Authority Res. No. HA2017 – 05)

ROLL CALL

Mayor Pro Tem Wilson called the meeting to order at 7:00 PM.

Present: Council/Board Members: Day, Hudson, Segala, Mayor Pro Tem Wilson

Absent: Mayor/Chair Sanchez

Pledge of Allegiance was led by Council Member Hudson.

Invocation was given by Assistant City Manager Anderson

PUBLIC COMMENT (NONE)

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

CONFLICT OF INTEREST NOTIFICATION (NONE)

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

REPORTS: (Informational items only.)

1. Mayor/Council - Chair/Boardmembers

Council Member Day commented on the fires in Napa and Sonoma and thanked our first responders for their good job.

Council Member Segala requested meeting be closed in memory of those who have lost their lives during the fire storm.

Council Member Hudson asked about the holes at Merganser and Sunset that appear to be getting bigger. Also reported a small fountain about 11:15 at night on Sunset in the median.

Commended our Police and Fire Departments for the response to the fires and supports closing the meeting in memory of those who lost their lives during the fire storm. Reported he attended the League of California Cities Annual Conference.

Mayor Pro Tem Wilson echoed the remarks of fellow Council Members in regard to the people who were lost in the fire, those whose homes were damaged, those who are experiencing the impact of living in a smoke-filled county. Appreciation to our Fire and Police Departments who supported the efforts to fight the fire or keep people and property safe. On October 28 a group of volunteers, the newly formed “Suisun City Community Clean Team”, will be cleaning up a part of Suisun City. The group will clean a portion of Suisun City the last Saturday of the month from January to October. As noted from Council Member remarks regarding closing the meeting in honor of victims of the Atlas Fire and Tubbs Fire we will also close the meeting in honor of Rio Vista Mayor Norman Richardson who passed away last Wednesday.

Council Members thanked the restaurants downtown, Vinny and Rosies, Iron Wood, and Virgils for contributing food and supplies to the teams fighting the fire. Council also acknowledged Mission Solano, the KROC Center and the school district.

2. City Manager/Executive Director/Staff
 - a. Police Video Surveillance System Update - (Mattos).

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

3. Presentation by Elena Karoulina, Executive Director, Sustainable Solano.

Presentation is rescheduled to a future meeting.

CONSENT CALENDAR

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

City Council

4. Council Adoption of Resolution No. 2017-83: Adopting the 6th Amendment to the Annual Appropriation Resolution No. 2017-44 to Appropriate a Donation Made by Stanley Davis for Renovation to Police Headquarters – (Mattos).
5. Suisun Marina Fuel System Upgrade – (Lofthus).
 - a. Council Adoption of Resolution No. 2017-84: Adopting the 7th Amendment to the Annual Appropriation Resolution No. 2017-44 to Appropriate Funds for the Marina Fuel System Upgrade Project; and
 - b. Council Adoption of Resolution No. 2017-85: Approving the Marina Fuel System Upgrade Project, and Authorizing the City Manager to Enter into an Agreement with West Star Environmental, Inc. to Install the Improvements.
6. Marina Fire Suppression System Replacement – (Lofthus).
 - a. Council Adoption of Resolution No. 2017-86: Adopting the 8th Amendment to the Annual Appropriation Resolution No. 2017-44 to Appropriate Funds for the Marina Fire Suppression System Replacement; and
 - b. Council Adoption of Resolution No. 2017-87: Approving the Marina Fire Suppression System Replacement and Authorizing the City Manager to Enter into an Agreement with Bellingham Marine Industries, Inc. to Replace the Marina Fire Suppression System.

7. Council Adoption of Resolution No. 2017-88: Approving the Purchase and Outfitting of a 12-Passenger Van for the Recreation and Community Services Department – (Lofthus).
8. Council Adoption of Resolution No. 2017-89: Adopting the City of Suisun City Local Hazard Mitigation Plan - (O'Brien).

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

9. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on October 10, 2017 – (Hobson).

Mayor Pro Tem Wilson removed item 8 from the Consent Calendar for public comment. Council/Board Member Day requested item 7 be removed from the Consent Calendar for discussion.

Motioned by Council/Board Member Day and seconded by Council/Board Member Segala to approve Consent Calendar items 4, 5, 6 and 9. Motion carried by the following roll call vote:

AYES: Council/Board Members Day, Hudson, Segala, Mayor Pro Tem Wilson.

ABSENT: Mayor/Chair Sanchez

Consent Calendar Item 7. Council Adoption of Resolution No. 2017-88: Approving the Purchase and Outfitting of a 12-Passenger Van for the Recreation and Community Services Department – (Lofthus).

Council discussed the uses of the van and if a Class B Driver's License is required to drive the van.

Motioned by Council/Board Member Day and seconded by Council/Board Member Segala to approve Consent Calendar item 7. Motion carried by the following roll call vote:

AYES: Council/Board Members Day, Hudson, Segala, Mayor Pro Tem Wilson.

ABSENT: Mayor/Chair Sanchez

Consent Calendar Item 8. Council Adoption of Resolution No. 2017-89: Adopting the City of Suisun City Local Hazard Mitigation Plan - (O'Brien).

Mayor Pro Tem Wilson opened meeting to public comment.

Wayne Day spoke on Consent Calendar Item 8 and Chief O'Brien responded to questions. Council Members requested Chief O'Brien to bring back an answer, at the second council meeting in November, regarding the rules and legality of train holding propane within the city limits.

Motioned by Council/Board Member Hudson and seconded by Council/Board Member Day to approve Consent Calendar item 8. Motion carried by the following roll call vote:

AYES: Council/Board Members Day, Hudson, Segala, Mayor Pro Tem Wilson.

ABSENT: Mayor/Chair Sanchez

PUBLIC HEARINGS

GENERAL BUSINESS

City Council

10. HEARING

Council Adoption of Resolution No. 2017-90: Placing Liens for Unpaid Waste Collection Service Charges on Certain Lands Situated in the City of Suisun City, County of Solano, State of California – (Anderson).

Mayor Pro Tem Wilson opened the hearing.

Hearing no comments, Mayor Pro Tem Wilson closed the hearing.

Motioned by Council Member Segala and seconded by Council Member Day to approve General Business Item 10. Motion carried by the following roll call vote:

AYES: Council Members Day, Hudson, Segala, Mayor Pro Tem Wilson.

ABSENT: Mayor Sanchez

11. Council Introduce and Waive Reading of Ordinance No. 745: An Ordinance of the City Council of the City of Suisun City, California, Adding a New Chapter 5.42 (Marijuana Uses and Activities Prohibited) to the Suisun City Code to Prohibit all Commercial Marijuana Activities in the City, and Providing that this Ordinance Shall Expire on July 1, 2018 – (Garben).

Motioned by Council Member Day and seconded by Council Member Hudson to Introduce and Waive Reading of Ordinance No. 745. Motion carried by the following roll call vote:

AYES: Council Members Day, Hudson, Segala, Mayor Pro Tem Wilson.

ABSENT: Mayor Sanchez

ADJOURNMENT

There being no further business, Mayor Pro Tem Wilson adjourned the meeting at 9:24 PM in memory of the victims of the Atlas and Tubbs fire and in memory of Mayor Norm Richardson.

Donna Pock, CMC
Deputy City Clerk

MINUTES

**SPECIAL MEETING OF THE
SUISUN CITY COUNCIL**

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

**TUESDAY, NOVEMBER 21, 2017
5:30 P.M.**

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

Mayor Sanchez called the meeting to order at 5:30 PM.

Present: Council Members: Day, Hudson, Segala, Mayor Pro Tem Wilson and Mayor Sanchez

PUBLIC COMMENT NONE

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

CONFLICT OF INTEREST NOTIFICATION

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

Council/Board Member Day reported a Conflict of Interest with Agenda Item 4.

Mayor Sanchez announced Closed Session Item 1 will be moved to December 5, 2017 and Item 4 will be considered as the last item because of a conflict of interest with Council/Board Member Day.

City Council

1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Under Negotiation: Assessor’s Parcel Numbers/Address: Irving H. Lambrecht Sports Complex, Field 3 located at 4479 Peterson Road, Suisun City, CA.

Authority Negotiator: Suzanne Bragdon, City Manager; Ron Anderson, Assistant City Manager; Kris Lofthus, Recreation and Community Services Director

Negotiating Parties: Andrew Bailey

Under Negotiations: Terms and payment

Housing Authority

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Under Negotiation: Assessor's Parcel Numbers 0032-101-420 and 0032-102-160.

Authority Negotiator: Suzanne Bragdon, City Manager; Ron Anderson, Assistant City Manager; Sean Quinn, Development Services Special Projects Manager; John Kearns, Senior Planner; Sajuti Rahman, Economic Development Analyst.

Negotiating Parties: Mercy Housing

Under Negotiations: Terms and payment

3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property Under Negotiation: Assessor's Parcel Numbers 0173-390-160 and 0173-390-180.

Authority Negotiator: Suzanne Bragdon, City Manager; Ron Anderson, Assistant City Manager; Development Services Special Projects Manager; John Kearns, Senior Planner; Sajuti Rahman, Economic Development Analyst.

Negotiating Parties: Jack Anthony Industries, Inc.

Under Negotiations: Terms and payment

City Council

4. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Name of case: Responsible Development In Suisun City (Petitioner) v. City of Suisun City (Respondent), Main Street West Partners (Real Party in Interest), Case No. FCS0459567.

Joint City Council / Suisun City Council Acting as Successor Agency

5. PERSONNEL MATTERS

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

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

CONVENE OPEN SESSION

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

7:18 PM – Mayor Sanchez reconvened the meeting and announced no decisions were made in Closed Session.

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 7:18 PM.

Donna Pock, CMC
Deputy City Clerk

MINUTES

REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

AND HOUSING AUTHORITY

TUESDAY, NOVEMBER 21, 2017

7:00 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by Councilmember Jane Day from: 301 Morgan Street, Suisun City, CA 94585.

ROLL CALL

Mayor Sanchez called the meeting to order at 7:18 PM with the following Council / Board Members present: Day, Hudson, Segala, Wilson, Sanchez.

Pledge of Allegiance was led by Council Member Segala

Invocation was given by City Manager Bragdon

PUBLIC COMMENT

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

CONFLICT OF INTEREST NOTIFICATION

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

REPORTS: (Informational items only.)

1. Mayor/Council - Chair/Boardmembers

Council Member Day thanked everyone who has worked on the downtown area, reported storm drains were looking good, reminded everyone to come to Christmas in Old Town on December 2nd, and wished everyone a happy Thanksgiving.

Council Member Segala reported the concrete had been poured for the emergency storm water project on the plaza and it was being water pressured and making the parking lot available to businesses and ready for events, gravel pad cleaned up, porta-potty removed, and wished everyone a safe and happy Thanksgiving.

Council Member Hudson reported the storm drain project looks good, graffiti on electrical boxes on Merganser – corner of Pintail, 333 Sunset, barrier and curb by 711, Veterans Day event was good, and invited everyone to the Christmas event with fireworks and BID will be out there with mulled wine.

Council Member Wilson reported a citizen had reported on line about three weeks ago that a street light was out on Gadwell and suggested the City inform citizens how long it might take to get fixed.

Mayor Sanchez reported attending LAFCO meeting on the 13th where Suisun City Sphere of Influence was approved and the railroad tank cars will be removed in December; attended a movie showing titled “What Doesn’t Kill Me” about concern of court decisions placing children with fathers when mothers go to court charging them with domestic violence

2. City Manager/Executive Director/Staff
 - a. Propane Railroad Tank Cars Update – (O’Brien).

PRESENTATIONS/APPOINTMENTS - None

(Presentations, Awards, Proclamations, Appointments).

CONSENT CALENDAR

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

City Council

3. Council Adoption of Resolution No. 2017-97: Accepting the Old Railroad Avenue Storm Drain Repair Project as Complete, and Authorizing the City Manager to Execute and Record the Notice of Completion for the Project – (McSorley).
4. Council Adoption of Resolution No. 2017-98: Accepting the Peterson Road Storm Drain Repair Project as Complete, and Authorizing the City Manager to Execute and Record the Notice of Completion for the Project– (McSorley).
5. Council Adoption of Resolution No. 2017-99: Accepting the Landscape Improvements in the Zephyr Estates Subdivision - (McSorley).
6. McCoy Creek Trail – Phase 2 Project – (McSorley).
 - a. Council Adoption of Resolution No. 2017-100: Adopting the 10th Amendment to the Annual Appropriation Resolution No. 2017-44 to Appropriate Funds to Conduct Environmental Analysis for the McCoy Creek Trail – Phase 2 Project; and
 - b. Council Adoption of Resolution No. 2017-101: Authorizing the Filing of an Application for Funding Assigned to the Metropolitan Transportation Commission (MTC) and Committing Any Necessary Matching Funds and Stating Assurance to Complete the McCoy Creek Trail – Phase 2 Project.

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

7. Council/Agency/Authority Accept the Investment Report for the Quarter Ending September 30, 2017 – (Anderson).
8. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on September 19, 2017 – (Hobson).

Housing Authority

9. Housing Authority Resolution No. HA 2017-05: Adopting the 1st Amendment to the Annual Appropriation Resolution No. HA 2017-01 to Appropriate Retained Earnings for Administrative Support Services – (Anderson).

Joint City Council / Suisun City Council Acting as Successor Agency

10. Council/Agency Approval of the October 2017 Payroll Warrants in the Amount of \$418,844.70. Council/Agency Approval of the October 2017 Payable Warrants in the Amount of \$1,552,902.06 – (Finance).

Council Member Day requested Item 4 be pulled from Consent Calendar.

Council Member Hudson requested Item 6 be pulled.

Motioned by Council Member Wilson and seconded by Council Member Day to approve Consent Calendar Items 3, 5, 7, 8, 9 and 10. Motion carried unanimously by the following roll call vote:

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

Item 4

Motioned by Council Member Day and seconded by Council Member Segala to approve Consent Calendar Items 4. Motion carried unanimously by the following roll call vote:

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

Item 6

Motioned by Council Member Hudson and seconded by Council Member Segala to approve Consent Calendar Items 4. Motion carried unanimously by the following roll call vote:

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

PUBLIC HEARINGS - None

GENERAL BUSINESS

City Council

11. Consideration of the Heritage Park Play Space for All Project – (Lofthus).

- a. Council Adoption of Resolution No. 2017-102: Adopting the 11th Amendment to the Annual Appropriation Resolution No. 2017-44 to Appropriate Funds for the Heritage Park Play Space for All Project; and
- b. Council Adoption of Resolution No. 2017-103: Approving the Heritage Park Play Space for All Project, and Authorizing the City Manager to Enter into an Agreement with GameTime, a PlayCore Company, to Remove the Existing Play Structures, as well as to Design and Install the Heritage Park Play Space for All Structures.

Elizabeth Ball suggested a more fun play structure.

Motion by Council Member Wilson and seconded by Council Member Hudson to adopt Resolutions No. 2017-102 and 2017-103. Motion carried unanimously by the following roll call vote:

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

12. Alternatives for the Use of OBAG Cycle 2 STP Funding – (McSorley).

- a. Council Adoption of Resolution No. 2017-104: Authorizing the Filing of an Application for Funding Assigned to MTC, Committing Any Necessary Matching Funds and State the Assurance to Complete the New Railroad Avenue Pavement Rehabilitation Project; and
- b. Council Adoption of Resolution No. 2017-105: Authorizing the City Manager to Execute a Funding Agreement with the Solano Transportation Authority for the One Bay Area Grant Cycle 2 (OBAG 2) Funding the New Railroad Avenue Pavement Rehabilitation Project.

George Guynn stated 18-wheelers are going down residential streets.

Motion by Council Member Segala and seconded by Council Member Wilson to adopt Resolutions No. 2017-102 and 2017-103. Motion carried unanimously by the following roll call vote:

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

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the meeting at 8:32 PM.

Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: December 5, 2017

CITY AGENDA ITEM: Proposed Recruitment Strategy for Recent Vacancies:

- a. Council Adoption of Resolution No. 2017-__: Authorizing City Manager to Retain Services of a Firm to Recruit a Public Works & Building Director/City Engineer; and
- b. Council Adoption of Resolution No. 2017-__: Authorizing the Creation and Recruitment of a new Job Class of Administrative Services Director.

FISCAL IMPACT: No net negative fiscal impact to the General Fund. The cost to retain a recruitment firm will be covered through salary savings of the vacant Public Works & Building Director/City Engineer, which is estimated to be nearly \$15,000 per month. Re-allocating the position of Assistant City Manager/Administrative Services Director to an Administrative Services Director results in a savings of about \$10,000 over the balance of the fiscal year or \$20,000 annually.

BACKGROUND: Over the past couple of months, three critical executive management positions have become or will become vacant. This includes a major career change for the former Development Services Director to the Port of Oakland, the resignation of our Public Works & Building Director/City Engineer, and the well-deserved upcoming retirement of the Assistant City Manager/Administrative Services Director. This item outlines the recruitment strategy proposed for filling these recent vacancies that requires action by the City Council.

STAFF REPORT: With any transition of key staff, there are both challenges and opportunities that arise. With the departure and upcoming departure of our Development Services Director, Public Works & Building Director/City Engineer and Assistant City Manager/Administrative Services Director, mid-management and executive management staff have stepped up to work through and address interim and transitional staffing needs – which is gratifying. Examples include:

- Kris Lofthus, Community Services Director, is overseeing the Corporation Yard until we are able to bring on an interim Superintendent, which is anticipated in mid-January.
- Commander Andrew White has offered to step in and help fill needs tied to the upcoming retirement of our long-term Assistant City Manager – along with Scott Corey and Beth Luna who are both key managers working under the direction of the ACM.
- John Kearns is filling-in with administrative and coordination tasks within Development Services, along with staying on top of day-to-day planning needs.
- Interim project management staff have been retained as extra help to address a myriad of economic development projects ranging from Main Street West and Lighthouse Marketplace development, to Suisun 355 and a variety of sensitive environmental analyses, with costs covered through salary savings and development fees.

PREPARED/APPROVED BY:

Suzanne Bragdon, City Manager

- In Public Works Engineering and Administration, Amanda Dum is keeping day-to-day administration moving forward, with our two Engineers – Nick Lozano and Randy Craig taking over project management of a number of critical projects.
- On dredging, Nick Lozano is taking the lead for project management and coordination with the consultants; Dominic Moreno, Marina Supervisor, Kris Lofthus and myself are also integrally involved. For Suisun 355 and RR Avenue extension, Randy Craig is managing the engineering aspects of these efforts, which tie in directly to our economic development efforts.

Beyond these steps, there are two specific recommendations for Council consideration:

Retain Outside Executive Recruitment Firm for Public Works Director Position -

The City has historically struggled to fill the Public Works & Building Director/City Engineer. Over the past 12 ½ years, we have had four permanent and three interim Directors, most lasting for two years or less. In a couple of cases, we had to go out and recruit two or more times yet only had one or two viable candidates. Given this history, staff recommends that we engage the services of a firm to handle this recruitment. Executive recruiters have a knowledge of individuals out in the market place that may be “looking for that next promotion”, and as such, do not solely rely on advertising to identify candidates. From talking to a couple of firms, it takes roughly 4-months to complete a recruitment at this level, at a cost of \$20,000 to \$25,000. Salary savings would more than cover this cost.

Create New Classification of Administrative Services Director – When the Assistant City Manager/Administrative Services Director classification was created, the position also served as Finance Director, HR Director and Risk Manager. Since this time, our professional staff have grown considerably in both finance/accounting (i.e., our Accounting Manager) and HR/Risk Manager (Senior Management Analyst), with an ability to undertake independently the day-to-day requirements of these functions. Recognizing this, it is recommended that the Assistant City Manager position transition to a more traditional department head position of Administrative Services Director. The salary level for this position will be determined through the recruitment process, which will take council action to confirm. Department head salaries fall within two-tiers.

Concurrent with direction related to the above, the recruitment of the Development Services Director will be initiated. Given the high-volume of economic development activity, this position too will be recruited with a designation with the current salary range (Tier 1, Department Head) with the proviso that the salary is under review. This provides flexibility to find the “right fit” for Suisun City. Any adjustment in salary will take Council action at future date.

RECOMMENDATION: It is recommended that the City Council adopt:

1. Resolution No. 2017-___: Authorizing City Manager to Retain Services of a Firm to Recruit a Public Works & Building Director/City Engineer; and
2. Resolution No. 2017-___: Authorizing the Creation and Recruitment of a new Job Class of Administrative Services Director.

RESOLUTION NO. 2017 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO RETAIN THE SERVICES OF A FIRM TO
RECRUIT A PUBLIC WORKS & BUILDING DIRECTOR/CITY ENGINEER**

WHEREAS, the position of Public Works & Building Director/City Engineer is currently vacant; and

WHEREAS, the City has historically struggled to fill this position; and

WHEREAS, over the past 12 ½ years, we have had four permanent and three interim directors, with most only lasting for a couple of years; and

WHEREAS, in a couple of cases, we had to recruit two or three times, only to get one or two viable candidates; and

WHEREAS, given this history, staff recommends that we engage the services of a firm to handle this recruitment

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby authorizes the City Manager to retain the services of a firm to recruit a Public Works & Building Director/City Engineer.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5th day of December 2017, by the following vote:

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

WITNESS my hand and the seal of the City of Suisun City this 5th day of December 2017.

Linda Hobson, CMC
City Clerk

RESOLUTION NO. 2017 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CREATION AND RECRUITMENT OF A NEW JOB CLASS OF
ADMINISTRATIVE SERVICES DIRECTOR**

WHEREAS, the Assistant City Manager/Administrative Services Director is retiring after 12 ½ years; and

WHEREAS, when initially created, this position served as the Finance Director, HR Director, Risk Manager as well as special project support to the City Manager; and

WHEREAS, since this time, professional and mid-management staff under the direction of the Assistant City Manager have been retained and grown into their responsibilities including our Accounting Manager, Senior Management Analyst (HR/Risk Management) and IT Manager; and

WHEREAS, with this depth within the Administrative Services Department, flexibility is available in recrafting the responsibilities assumed by the retiring position of Assistant City Manager to reflect a more traditional department head level position of Administrative Services Director; and

WHEREAS, this is a newly created class, the salary level will be determined through the recruitment process within the structure of Tier 1 and Tier 2 department head salary ranges, with the ultimate recommended salary to be approved by the City Council at a subsequent time.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City hereby authorizes the creation and recruitment of a new job class of Administrative Services Director.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 5th day of December 2017, by the following vote:

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

WITNESS my hand and the seal of the City of Suisun City this 5th day of December 2017.

Linda Hobson, CMC
City Clerk