AGENDA

REGULAR MEETING OF THE
SUISUN CITY COUNCIL

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

TUESDAY, FEBRUARY 7, 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. – 743)
(Next City Council Res. No. 2017 – 09)
Next Suisun City Council Acting as Successor Agency Res. No. SA2017 – 01)
(Next Housing Authority Res. No. HA2017 – 01)

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
PRESENTATIONS/APPOINTMENTS
(Presentations, Awards, Proclamations, Appointments).

3. Introduction of new Suisun City Marina Waterfront Recreation Supervisor, Dominic Moreno – (Lofthus).


5. Approving Appointments to the Planning Commission - (four appointments for four-year terms expiring January 2021 and one appointment for a term expiring January 2019).

6. Approving a Nomination to the Solano Transportation Authority’s (STA) Bicycle Advisory Committee (BAC) for appointment by the STA Board for a three-year term.

7. Appointment of Ad Hoc Committee by the City Council to Review Applications for General Transactions and Use Tax Oversight Committee.

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

PUBLIC HEARINGS

GENERAL BUSINESS
City Council


9. Council Adoption of Resolution No. 2017-__: Accepting the Recommendation from the Parks and Recreation Commission Recommendation to Ban Smoking in all Recreation Areas, and Directing Staff to Prepare an Ordinance Amendment for Introduction and Council Consideration at a Future Meeting - (Lofthus).

Joint City Council / Suisun City Council Acting as Successor Agency

   a. Council Adoption of Resolution No. 2017-___: Authorizing the City Manager to Take All Actions Necessary to Transfer Certain Properties to the Successor Agency; and
   b. Agency Adoption of Resolution No. SA 2017-___: Requesting that the Oversight Board Reconsider and Ratify the Transfer of Certain Governmental Purpose Assets to the City of Suisun City.

11. Amendment of Employment Contract for the City Manager/Executive Director – (Anderson).
   a. Council Adoption of Resolution No. 2017-____: Approving Amendment No. 7 to the Employment Contract with the City Manager to Extend the Term to June 30, 2018 and, in lieu of a bonus, provide an addition of 40-hours of Executive Leave; and
   b. Agency Adoption of Resolution No. SA 2017-____: Approving Amendment No. 7 to the Employment Contract with the Executive Director to Extend the Term to June 30, 2018, and in lieu of a bonus, provide an addition of 40-hours of Executive Leave

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 February 7, 2017 was posted and available for review, in compliance with the Brown Act.
AGENDA TRANSMITTAL

MEETING DATE: February 7, 2017

CITY AGENDA ITEM: Council Adoption of Resolution No. 2017-__: Adopting “No Parking” Restrictions in Designated Downtown Public Parking Areas.

FISCAL IMPACT: It is estimated that the costs to acquire signage would be about $1,400. Funds are available in the SCPD budget for the materials, and Public Works Maintenance will install the signs within the budget that maintains these lots.

BACKGROUND: On January 3, 2017, Chief Mattos presented Public Safety Strategies for the Downtown and Old Town areas of Suisun City. The presentation stemmed from the December 14, 2016 Community Forum held at the Suisun City Harbor Theater which identified issues and possible solutions regarding a perceived increase in criminal activity including, but not limited to, incidents believed to be associated with a transient population.

STAFF REPORT: On January 3, 2014 Chief Mattos presented possible public safety strategies for the “Downtown” and “Old Town” areas which included parking restrictions within the marina and business districts, development of a comprehensive video camera program, and a community partnership to begin addressing the perceived increase in criminal activity within the Downtown Marina District and the residential “Old Town” area of Suisun City.

During the January 3rd presentation Chief Mattos reported a significant increase in the number of vehicles parking in the public parking areas within the Marina District and Downtown Business Districts for extended periods of time. This has resulted in individuals using the parked vehicles for sleeping or camping, as well as using the public parking areas for long-term parking of personal vehicles. Although the Police Department has issued numerous citations for violations of 12.24.030 SCC, Unlawful Camping, there is however, no mechanism in place to address the overnight parking of the vehicles and motorhomes within the City’s public parking lots. Currently a vehicle may remain parked up to 72 hours before enforcement action may be taken.

The Police Department is recommending a “No Parking” restriction in all public parking facilities within the Marina District, the Suisun City Business District, and the Parking area located at the West end of Driftwood Drive between the hours of 2:00 AM and 6:00 AM. There are currently no businesses within the Marina District or the Suisun City Business District which operate between the hours of 2:00 AM and 6:00 AM. The intent of this parking restriction is to address camping in parked vehicles, long-term parking of personal vehicles, and an increase in criminal activities within the business and residential areas of downtown Suisun City. Restricting parking between 2:00 AM and 6:00 AM would assist the Police Department in addressing overnight and long-term parking by providing an additional enforcement tool authorizing and imposed fine pursuant to the Suisun City Master Fee Schedule and/or towing of vehicles in violation of the restricted parking hours.

PREPARED BY: Tim Mattos, Police Chief
REVIEWED/APPROVED BY: Suzanne Bragdon, City Manager
The Police Department is recommending a “No Parking” restriction between the hours of 2:00 AM and 6:00 AM in nine public parking locations within Suisun City designated lots A through I. The designated lots are set forth in the proposed resolution (Attachment 1), which includes a map of these locations.

**RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2017-__: Adopting “No Parking” Restrictions in Designated Downtown Public Parking Areas.

**ATTACHMENTS:**

1. Resolution No. 2017-__: Adopting “No Parking” Restrictions in Designated Downtown Public Parking Areas.
RESOLUTION NO. 2017-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE DESIGNATION OF RESTRICTED PARKING

WHEREAS, Chapter 10.22 of the Suisun City Code authorizes the City Council to regulate parking in publicly owned parking facilities; and

WHEREAS, Section 10.22.040 of the Suisun City Code designates the types of parking restrictions the City Council may consider; and

WHEREAS, Section 10.22.030 of the Suisun City Code authorizes the City Council to establish parking restrictions by resolution; and

WHEREAS, the City Council is desirous of preventing overnight camping, preventing long-term parking, and addressing the increasing criminal activity in the Downtown areas of Suisun City; and

WHEREAS, “No Parking” restrictions between the hours of 2:00 AM and 6:00 AM within the Public Parking Areas would assist the Suisun City Police Department in addressing the City Council’s concerns.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Suisun City that the Public Parking Areas identified in Exhibit A attached to this resolution shall be designated “No Parking” between the hours of 2:00 AM and 6:00 AM effective as soon as the appropriate signage has been installed.

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 7th day of February, 2017 by the following vote:

AYES: Councilmembers: ____________________________

NOES: Councilmembers: ____________________________

ABSENT: Councilmembers: ____________________________

ABSTAIN: Councilmembers: ____________________________

WITNESS my hand and the seal of said City this 7th day of February 2017.

__________________________________________
Linda Hobson, CMC
City Clerk
EXHIBIT A:

PUBLIC PARKING AREAS WITH NO PARKING BETWEEN 2:00 AM AND 6:00 AM

A. 0032-051-100: Parking lot located on the South side of Virgil’s and Ironwood American Bistro.

B. 0032-091-230: Marina Basin (North end).
   0032-142-290: Marina Basin (South end).
   0032-142-300: Marina Basin (Gravel lot).

C. 0032-090-170: Parking lot located at the West end of Driftwood Dr. at Civic Center Blvd.

D. 0032-084-080: Public lot North/West corner of Main St. and Sacramento St.

E. 0032-130-060: Public lot North/West corner of Main St. and California St.
   0032-130-070: Public lot North/West corner of Main St. and California St.

F. 0032-141-170: Parking lot located between Lawler House and Joy of Eating.

G. 0032-142-270: Athenian Grill, Bab’s Delta Diner, Marina Promenade public parking.
   0032-142-260: Athenian Grill, Bab’s Delta Diner, Marina Promenade public parking.
   0032-142-230: Athenian Grill, Bab’s Delta Diner, Marina Promenade public parking.

H. 0032-200-320: Public parking area East end of Walnut St. and North Boat Launch.

I. 0032-200-060: Public parking area at Boat Launch.

A location map is included in this Exhibit and is incorporated by this reference.
Public Parking Restrictions

Legend

<table>
<thead>
<tr>
<th>Letter</th>
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<tbody>
<tr>
<td>A</td>
<td>South of Virgils</td>
</tr>
<tr>
<td>B</td>
<td>Marina Basin</td>
</tr>
<tr>
<td>C</td>
<td>West end of Driftwood</td>
</tr>
<tr>
<td>D</td>
<td>Northwest corner Main and Sacramento</td>
</tr>
<tr>
<td>E</td>
<td>Northwest corner of Main and California</td>
</tr>
<tr>
<td>F</td>
<td>Lot between Lawler House and Joy of Eating</td>
</tr>
<tr>
<td>G</td>
<td>Athenian, Babs, and Marina Promenade</td>
</tr>
<tr>
<td>H</td>
<td>East end of Walnut and North Boat Ramp</td>
</tr>
<tr>
<td>I</td>
<td>Public Parking at Boat Launch</td>
</tr>
</tbody>
</table>

Item 8
Attachment 1
AGENDA TRANSMITTAL

MEETING DATE: February 7, 2017

CITY AGENDA ITEM: Council Adoption of Resolution No. 2017-__: Accepting the Recommendation from the Parks and Recreation Commission to Ban Smoking in all Recreation Areas, and Directing Staff to Prepare an Ordinance Amendment for Introduction and Council Consideration at a Future Meeting.

FISCAL IMPACT: There would be no fiscal impact at this time. Should Council direct staff to prepare an Ordinance Amendment, staff would also bring a resolution amending the Annual Appropriation Resolution to providing funding to acquire and install signage to inform the public of the smoking ban, as well as any designated smoking areas, if any are provided.

BACKGROUND: As part of the City Council discussion about the Waterfront District Specific Plan, Council identified some potential public areas to be designated as smoke-free beyond the waterfront plaza area during special events. Staff was asked to bring the item back for further discussion. On December 20, 2016, the City Council directed staff to seek the recommendation of the City’s Parks & Recreation Commission regarding smoke-free areas within the City.

During the January 18, 2017 meeting, the Parks and Recreation Commission approved a recommendation that all recreation areas be smoke free at all times. The term “recreational area” includes, but is not limited to: parks, including special use parks (such as dog parks, motorsports parks, and bike trails), picnic areas, playgrounds, tot lot sandbox areas, sports fields, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, roller- and ice-skating rinks, skateboard parks, and amusement events (such as carnivals and circuses). Also specifically included are Harbor Plaza, Harbor Square, and the Promenade. Attachment 1 reflects the policies that the Commission is recommending that the City Council consider adopting. Attachment 2 is a copy of a PowerPoint presentation that highlights the areas in question.

STAFF REPORT: On February 5, 2015, the City Council approved an ordinance that designated the Waterfront Plaza as a “smoke-free” environment during special events, while ensuring that certain areas during the events would allow “smoking”. As part of the Waterfront District Specific Plan update, ideas were shared of potential areas to expand the “smoke-free” designation.

Definition of “Smoking”

To facilitate discussion, the following identifies a range of public areas that could be considered for designation as “smoke-free”. Section 22950.5(c) of the California Business and Professions Code provides as follows:

- Smoking means engaging in an act that generates smoke, such as, for example: possessing a lighted pipe, a lighted hookah pipe, a lighted cigar, an operating electronic smoking device, or a lighted cigarette of any kind; or lighting or igniting a pipe, a hookah pipe, a cigar, or a cigarette of any kind. Also includes the use of an electronic smoking device that creates an aerosol or a vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.
On November 8, 2016, California voters approved proposition 64, legalizing recreational use of marijuana. Key points include:

- State regulations must be in place by January 2018, before recreational sales may begin.
- Local permits are required before a State license can be obtained to sell, manufacture, test and/or cultivate marijuana for recreational use.
- Each residence may grow up to 6 adult plants for individual use.
- Individuals 21 years of age and older may legally possess up to 1 ounce of marijuana.

Importantly, for purposes of this discussion, Proposition 64 does not permit the recreational use of marijuana in public spaces like recreation areas.

Acceptance of Commission Recommendation and Direction to Staff to Bring Back Ordinance

It would be appropriate for the City Council to accept the Parks & Recreation Commission’s recommendation, as well as provide staff with direction as how to proceed with preparing an Ordinance Amendment to modify the current ordinance. After providing such direction, it would be appropriate for the Council to adopt the attached resolution (please see Attachment 3).

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2017-__: Accepting the Recommendation from the Parks and Recreation Commission to Ban Smoking in all Recreation Areas, and Directing Staff to Prepare an Ordinance Amendment for Introduction and Council Consideration at a Future Meeting.

ATTACHMENTS:

2. Proposed Smoke-Free recreational areas.
3. Resolution No. 2017-__: Accepting the Recommendation from the Parks and Recreation Commission to Ban Smoking in all Recreation Areas, and Directing Staff to Prepare an Ordinance Amendment for Introduction and Council Consideration at a Future Meeting.
Smoke Free Environments within City Parks and Recreational Areas

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

1. “Cigar” shall have the same meaning as defined in Section 104550 of the California Health and Safety Code.

2. “Cigarette” shall have the same meaning as defined in Section 104556 of the California Health and Safety Code.

3. “Designated area” shall mean:
   a. One or more areas within a City park or recreational facility, which have been posted with signs as approved by the City Manager or designee, stating that smoking is permitted within such areas; and
   b. Those portions of a parking lot or public sidewalk located directly adjacent to the perimeter of a park or recreational facility, whether or not a “smoking permitted” sign has been posted.

4. “Recreational area” shall mean any area that is owned or controlled by the city and open to the general public for recreational purposes, regardless of any fee or age requirement. The term “recreational area” includes, but is not limited to: parks, including special use parks (such as dog parks, motorsports parks, and bike trails), picnic areas, playgrounds, tot lot sandbox areas, sports fields, walking paths, gardens, hiking trails, bike paths, riding trails, swimming pools, roller- and ice-skating rinks, skateboarding parks, and amusement events (such as carnivals and circuses). Also specifically included are Harbor Plaza, Harbor Square, Train Depot, and the Promenade.

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

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

7. “Electronic Smoking Device” shall mean an electronic device which can be used to deliver an inhaled dose of nicotine, or other substances, including any component, part, or accessory of such a device, whether or not sold separately. “Electronic Smoking Device” includes any such electronic smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette/e-cig, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, vape/vaporizer, or any other product name or descriptor. “Electronic smoking device” shall also include the fluid that fuels an electronic smoking device, such as but not limited to “EJuices” or “ELiquid”. 
B. Disposal of cigarettes, cigars and other smoking materials.

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

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

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

D. Enforcement. Any person who violates or fails to comply with any of the provisions of this section, and any person who aids, assists or abets therein, shall be guilty of an infraction and shall be punished as provided in Chapter __________ of this Code.
Accepting the Recommendation from the Parks and Recreation Commission to Ban Smoking in all Recreation Areas
Park Locations
Other Facilities

- Smoke free campuses
- California Community College and California State University Campuses by 2018
- Solano County has over 67 locations that are smoke free including parks, campgrounds, and facilities. Smoking areas will be removed from the main facility in the next year.
Next Steps

* Accept the Recommendation from the Parks and Recreation Commission, Banning Smoking in all Recreation Areas
RESOLUTION NO. 2017-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPTING THE RECOMMENDATION FROM THE PARKS AND RECREATION
COMMISSION TO BAN SMOKING IN ALL RECREATION AREAS, AND
DIRECTING STAFF TO PREPARE AN ORDINANCE AMENDMENT FOR
INTRODUCTION AND COUNCIL CONSIDERATION AT A FUTURE MEETING

WHEREAS, Chapter 12.12 of the Suisun City Code bans the use of smoking materials that emit second-hand smoke during special events; and

WHEREAS, Parks and Recreation Commission has made a recommendation that the Council ban smoking from all recreation areas and parks; and

WHEREAS, all recreational areas are inclusive of Harbor Plaza, Harbor Square, and the Promenade; and

WHEREAS, the City Council is desirous of protecting the public’s health and safety by prohibiting smoking in City recreational areas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby accept the Parks & Recreation Commission’s recommendation, and directs staff to prepare an Ordinance Amendment that reflects the Council’s comments at the meeting of February 7, 2017.

PASSED AND ADOPTED at a regular meeting of said City Council held on Tuesday, the 7th of February; by the following vote:

AYES: __________________________________________
NOES: __________________________________________________________________________
ABSENT: __________________________________________________________________________
ABSTAIN: __________________________________________________________________________

WITNESS my hand and seal of the said City this 7th day of February, 2017.

__________________________________________________________
Linda Hobson, CMC
City Clerk
AGENDA TRANSMITTAL

MEETING DATE: February 7, 2017

CITY COUNCIL/AGENCY AGENDA ITEM: Strategy for Remaining Real Property Assets of the Former Redevelopment Agency:

a. Council Adoption of Resolution No. 2017-___: Authorizing the City Manager to Take All Actions Necessary to Transfer Certain Properties to the Successor Agency; and

b. Agency Adoption of Resolution No. SA 2017-___: Requesting that the Oversight Board Reconsider and Ratify the Transfer of Certain Governmental Purpose Assets to the City of Suisun City.

FISCAL IMPACT: There would be no fiscal impact associated with this action. Sale proceeds from the properties recommended to be transferred to and ultimately sold by the Successor Agency would be distributed to the affected taxing entities.

BACKGROUND: There are seven parcels of former redevelopment agency property that are currently owned by the City that require action. These parcels were initially designated as public purpose assets by the Successor Agency and its Oversight Board. However, upon review by the California Department of Finance (DOF) in late 2014, the parcels were not approved as governmental purpose, requiring reconsideration of the Oversight Board. Since the 2014 determination by the DOF, new laws (SB 107) have been enacted, and the Oversight Board reconsidered these properties through a Long Range Property Management Plan that was developed and approved by the Oversight Board in late 2015, but never approved by the DOF due to litigation that was ultimately settled in 2016. Thus, it is necessary to take action in order to properly handle these remaining properties.

The actions being recommended are consistent with the recommendations of the Long Range Property Management Plan approved by the Successor Agency and its Oversight Board.

STAFF REPORT: The seven parcels consist of the following properties:

<table>
<thead>
<tr>
<th>APN</th>
<th>Description</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0032-141-160</td>
<td>Courtyard</td>
<td>Governmental Purpose</td>
</tr>
<tr>
<td>0032-141-130</td>
<td>Lawler House</td>
<td>Governmental Purpose</td>
</tr>
<tr>
<td>0032-141-170</td>
<td>East Kellogg Parking Lot</td>
<td>Governmental Purpose</td>
</tr>
<tr>
<td>0032-142-270</td>
<td>West Kellogg Parking Lot</td>
<td>Governmental Purpose</td>
</tr>
<tr>
<td>0032-180-410</td>
<td>South Civic Center</td>
<td>Transfer to SA for Sale</td>
</tr>
<tr>
<td>0032-180-610</td>
<td>South Civic Center</td>
<td>Transfer to SA for Sale</td>
</tr>
<tr>
<td>0032-200-330</td>
<td>Marine Sales and Service Facility</td>
<td>Transfer to SA for Sale</td>
</tr>
</tbody>
</table>
Pursuant to Health & Safety Code §34181, the Oversight Board may “…direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, parking facilities and lots dedicated solely to public parking, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset…”

The first four parcels identified in the table above are found to have characteristics consistent with governmental purposes and uses. Detailed information regarding each asset and the governmental purpose findings are provided in Attachment 1.

The last three parcels identified in the table above are recommended to be transferred back to the Successor Agency and sold. This is consistent with the direction provided by the Successor Agency and Oversight Board as part of the development of the Long Range Property Management Plan. It should be noted the Marine Sales and Service Facility is to be sold with a deed restriction requiring the property be utilized for marine related uses.

**STAFF RECOMMENDATION:** It is recommended that the:

1. **Council** adopt Resolution No. 2017-___: Authorizing the City Manager to Take All Actions Necessary to Transfer Certain Properties to the Successor Agency; and

2. **Agency** adopt Resolution No. SA 2017-___: Requesting that the Oversight Board Reconsider and Ratify the Transfer of Certain Governmental Purpose Assets to the City of Suisun City.

**ATTACHMENTS:**

1. Detailed Property Information.

2. Resolution No. 2017-___: Authorizing the City Manager to Take All Actions Necessary to Transfer Certain Properties to the Successor Agency.

3. Resolution No. SA 2017-___: Requesting that the Oversight Board Reconsider and Ratify the Transfer of Certain Governmental Purpose Assets to the City of Suisun City.
Attachment 1 – Detailed Property Information

Location Map
**Courtyard**

The Courtyard (APN 0032-141-060) consists of a 5,272± square foot public courtyard utilized for public events. The space is open to the public, and can be rented for private events through the City’s Recreation and Community Services Department, similar to other City parks and public spaces such as the waterfront plaza. The area is essentially a large patio (or courtyard) surrounded on three sides by the Harbor Square mixed-use building, and includes a large outdoor fireplace, landscaping, and lighting. **This property is recommended to be reconsidered as a Governmental Purpose property and remain with the City of Suisun City as park/open space.**

**Lawler House**

The Lawler House (APN 0032-141-130) is a 3,900± square foot historic farm house situated on an 8,498 square foot parcel of land. The ground floor of the property serves as home to a public art gallery/studio operated by the Fairfield-Suisun Visual Arts Association and a local history museum operated by the Solano History Exploration Center. The 2nd floor of the Lawler House is leased to four small businesses in four separate spaces between approximately 200 and 400 square feet. The Lawler House serves as a civic and cultural centerpiece of the Town Square element of the Downtown Waterfront Specific Plan. The Amended Downtown Waterfront Specific Plan addresses Town Square specifically in Section VI – Public Facilities and Open Space stating in part, “the historic Suisun Plaza is to be rebuilt as central open space and focal point for Main Street….”

The Lawler House serves a governmental purpose in that it was relocated to the Town Square to fulfill the Public Facilities and Open Space component of the Specific Plan to serve as a focal point for Main Street and provides cultural and civic resources through its use as a public art gallery and local history museum. **Therefore, it is recommended this property be reconsidered as a Governmental Purpose property and remain with the City of Suisun City.**
East and West Kellogg Parking Lots

Two properties (APN’s 0032-141-170 and 0032-142-270) are parking lots (lot east of Lawler House and lot west of Athenian Grill along Kellogg Street). With the passage of SB 107 in the late summer of 2015, these properties should be classified within the “governmental purpose” category and remain with the City of Suisun City. The “Governmental Purpose” term was amended to include parking facilities and lots dedicated solely to public parking in Health and Safety Code §34181. **Therefore, it is recommended these properties be reconsidered as Governmental Purpose properties and remain with the City of Suisun City.**

South Civic Center Properties

Two properties (APN’s 0032-180-410 & 610) are vacant parcels (located at the southern terminus of Civic Center Boulevard). **These properties are recommended to be transferred back to the Successor Agency in order to proceed with a disposition process.** The properties would be marketed and sold at a fair market value as determined by an independent professional real estate appraiser with knowledge of the local real estate market. Estimating the current market value of the properties is difficult due to soil remediation necessary as a result of natural geo-technical conditions, in addition to remnants of a former sewer treatment facility located on a portion of this property. The former redevelopment agency entered into an agreement to sell the property in October of 2007 for approximately $400,000. The proceeds from the sale of these properties would be distributed to the affected taxing entities.

Marine Sales and Service Facility

The Marine Sales and Service Facility (APN 0032-200-330) consists of a 10,500± square foot steel frame marine sales and service facility located on approximately 0.85-acres of land. The property is currently leased on a month-to-month term to California Marine Sports for $3,500 per month. The property was originally developed and occupied by Adams Marine. Adams Marine ground leased the property from the agency; the ground lease restricted the use of the property to a marine sales and service facility. The intent of the City and former
redevelopment agency was to require this property be utilized as a marine sales and service facility as it serves a vital purpose in creating a viable and functional marina. Further, this property was purchased with funding from a Coastal Conservancy grant to increase public access to State waterways. **Thus, this property is recommended to be transferred back to the Successor Agency in order to proceed with a disposition process that would include a deed restriction limiting the use of the property for marine related activities.** Staff estimated the value of this asset at approximately $400,000 based on the current rent of $3,500 per month. However, if sold, the sale price should be based on a fair market value as determined by an independent professional real estate appraiser with knowledge of the local real estate market.
RESOLUTION NO. 2017 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO
TRANSFER CERTAIN PROPERTIES TO THE SUCCESSOR AGENCY

WHEREAS, on March 8, 2011, the former Suisun City Redevelopment Agency (“Agency”) transferred certain real property to the City of Suisun City as they were deemed to have a governmental purpose; and

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

WHEREAS, the City and the Suisun City Successor Agency have worked diligently toward an orderly dissolution of the former Agency; and

WHEREAS, it has been determined that certain properties initially identified as governmental purpose should be returned the Suisun City Successor Agency and disposed of in accordance with the dissolution laws; and

WHEREAS, the City desires to transfer properties identified in Exhibit I to the Suisun City Successor Agency.

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

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

Section 2. The City Manager, or designee, is hereby authorized to take all actions necessary, including executing deeds on behalf of the City, to effect the transfers of the properties identified in Exhibit I to the Suisun City Successor Agency.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a special meeting of the City of Suisun City Council held on Tuesday, the 7th of February 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 7th of February 2017.

__________________________________________________________________________

Linda Hobson, CMC
City Clerk
### Exhibit I

<table>
<thead>
<tr>
<th></th>
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<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>0032-180-410</td>
<td>South Civic Center</td>
</tr>
<tr>
<td>2</td>
<td>0032-180-610</td>
<td>South Civic Center</td>
</tr>
<tr>
<td>3</td>
<td>0032-200-330</td>
<td>Marine Sales and Service Facility</td>
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</table>
RESOLUTION NO. SA 2017-__

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY REQUESTING THAT THE OVERSIGHT BOARD RECONSIDER AND RATIFY THE TRANSFER OF CERTAIN GOVERNMENTAL PURPOSE ASSETS TO THE CITY OF SUISUN CITY

WHEREAS, the Redevelopment Agency of the City of Suisun City (the “Former Agency”) was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the “Redevelopment Law”); and

WHEREAS, a redevelopment plan for the "Suisun City Redevelopment Project” in the City of Suisun City, California, was adopted in compliance with all requirements of the Redevelopment Law; and

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the City of Suisun City has become the successor entity to the Former Agency (the “Successor Agency”); and

WHEREAS, prior to and following enactment of the dissolution laws, the former Redevelopment Agency transferred various assets to the City of Suisun City that were constructed and used for a governmental purpose; and

WHEREAS, Health and Safety Code Section 34181 provides the Oversight Board may “…direct the successor agency to transfer ownership of those assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, parking facilities and lots dedicated solely to public parking, and local agency administrative buildings, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset...; and

WHEREAS, on June 24, 2014, the Oversight Board adopted a resolution ratifying the Governmental Purpose Asset transfers; and

WHEREAS, the DOF made a determination disallowing the transfer of the properties identified in Exhibit A and returned to the Oversight Board for reconsideration; and

WHEREAS, the Oversight Board reconsidered the governmental purpose properties identified in Exhibit A as part of the Long Range Property Management Plan it approved on November 13, 2015; and

WHEREAS, the Long Range Property Management Plan was never, and will never be approved by the Department of Finance (DOF) due to litigation that prohibited the necessary Finding of Completion from the DOF; and

WHEREAS, the Successor Agency would like the Oversight Board to reconsider Governmental Purpose determinations and ratify the transfer of the properties identified in Exhibit A.
NOW, THEREFORE, BE IT RESOLVED by the City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City, as follows:

Section 1. The foregoing recitals are incorporated into this Resolution by this reference, and constitute a material part of this Resolution.

Section 2. The Successor Agency formally requests the Oversight Board reconsider and ratify the transfer of the Governmental Purpose properties identified in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday, the 7th day of February 2017, by the following vote:

AYES: Boardmembers: __________________________________________
NOES: Boardmembers: __________________________________________
ABSENT: Boardmembers: _________________________________________
ABSTAIN: Boardmembers: _________________________________________

WITNESS my hand and the seal of said City this 7th day of February 2017.

________________________________
Donna Pock, CMC
Deputy Secretary
## EXHIBIT A

<table>
<thead>
<tr>
<th>APN</th>
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<td>0032-141-160</td>
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<tr>
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<td>Lawler House</td>
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<td>East Kellogg Parking Lot</td>
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<tr>
<td>0032-142-270</td>
<td>West Kellogg Parking Lot</td>
</tr>
</tbody>
</table>
AGENDA TRANSMITTAL

MEETING DATE: February 7, 2017

JOINT AGENDA ITEM: Amendment of Employment Contract for the City Manager/Executive Director:

   a. Council Adoption of Resolution No. 2017-____: Approving Amendment No. 7 to the Employment Contract with the City Manager to Extend the Term to June 30, 2018, and, in lieu of a Bonus, Providing an Addition of 40.0 hours of Executive Leave; and

   b. Agency Adoption of Resolution No. SA 2017-____: Approving Amendment No. 7 to the Employment Contract with the Executive Director to Extend the Term to June 30, 2018, and in lieu of a Bonus, Providing an Addition of 40.0 hours of Executive Leave.

FISCAL IMPACT: None. Pursuant to the proposed contract amendment, the 40.0 hours of additional, one-time executive leave may not be paid out in cash.

STAFF REPORT: Consistent with the Employment Contract with the City Manager/Executive Director, the City Council/Agency has evaluated the performance of the City Manager/Executive Director. Based on that evaluation, and as reported out of closed session on January 24, 2017, the City Council/Agency has decided to grant an extension of the Employment Contract with the City Manager/Executive Director to June 30, 2018. The City Council/Agency has also agreed to the City Manager’s request that in lieu of a bonus, 40.0 hours of executive leave will be added to the City Manager’s executive leave bank. It is agreed that this 40 hours of additional, one-time leave will be used, and may not be cashed out.

Pursuant to SB 1436 which became effective January 1, 2017, “prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits” to the City Manager “during the open meeting in which the final action is to be taken.” In this case, the only modifications to the City Manager’s contract are: 1) the term is being extended to June 30, 2018, and 2) a one-time increase of 40.0 hours of Executive Leave (which may not be cashed out). Neither of these modifications affect compensation in any way.

The City Manager’s compensation has been previously approved in various resolutions affecting the compensation of all Executive Management employees, including the Executive Management Compensation Resolution No. 2016-06, and the Salary Resolution No. 2016-07. Generally, the City Manager’s compensation includes the following:

- Salary: $82.33 per hour or $171,246.40 per year.
- Vehicle Allowance: $400/month.
- Deferred Compensation: City Match up to $140 per pay period.
- Medical/Dental: Provided at the Kaiser Family Rate.
- Retirement: PERS 2.0% @ 55.
- Vacation: 6.15 hours per pay period, or 160.0 per year.
- Executive Leave: 80.0 hours annually, plus one-time 40.0 hours.
- Sick Leave: 3.69 hours per pay period or 96.0 per year.
None of the compensation in the form of salary or fringe benefits provided to the City Manager is being changed as a result of this Amendment to the employment contract. The amendment would merely extend the term and provide 40.0 hours of executive leave on a one-time basis to the City Manager’s executive leave bank. The benefits of the City Manager and Executive Management Team are consistent with the benefits of the Suisun City Management & Professional Employees’ Association, as adopted by Council resolution.

RECOMMENDATION: It is recommended that the:

1. **Council** adopt Resolution No. 2017-__: Approving Amendment No. 7 to the Employment Contract with the City Manager to Extend the Term to June 30, 2018, and, in lieu of a Bonus, Providing an Addition of 40.0 hours of Executive Leave; and

2. **Agency** adopt Resolution No. SA 2017-__: Approving Amendment No. 7 to the Employment Contract with the Executive Director to Extend the Term to June 30, 2018, and in lieu of a Bonus, Providing an Addition of 40.0 hours of Executive Leave.

ATTACHMENT:

1. Copy of the City Manager’s/Executive Director’s Employment Contract.

2. Resolution No. 2017-__: Approving Amendment No. 7 to the Employment Contract with the City Manager to Extend the Term to June 30, 2018, and, in lieu of a Bonus, Providing an Addition of 40.0 hours of Executive Leave.

3. Resolution No. SA 2017-__: Approving Amendment No. 7 to the Employment Contract with the Executive Director to Extend the Term to June 30, 2018, and in lieu of a Bonus, Providing an Addition of 40.0 hours of Executive Leave.
EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT is entered into as of this 16th day of August, 2005 by and between the City of Suisun City ("City") and the Redevelopment Agency of the City of Suisun City ("Agency"), Agency and City being referred to collectively as "Employer" and Suzanne Bragdon ("Employee").

Recitals:

This Contract is entered into upon the basis of the following facts, understandings and intentions of the parties:

a. Employer desires to employ Employee as City Manager of City and Executive Director of the Redevelopment Agency.

b. Employer and Employee desire to establish the conditions of employment and obligations of Employee as City Manager and Executive Director.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties, the parties hereto agree as follows:

1. Employment. Employer employs Employee to serve as City Manager and Executive Director upon all of the terms, covenants and conditions herein contained. City confers upon Employee the right to use the title "City Manager" and "Executive Director" in connection with her office, her business cards and in all other activities in which she engages as an employee of Employer hereunder.

2. Duties.
   A. Basic Obligation. Employee shall perform the duties of City Manager and Executive Director in accordance with all the requirements of City's Municipal Code (Chapter 2.08) and shall perform such other legally permissible and proper duties and functions as the City Council and Redevelopment Agency Board from time to time may assign. The Employee also shall perform the duties of the Executive Director of the Housing Authority. Employee shall perform her functions as City Manager in conjunction with performance of her obligations as Executive Director of the Agency and Executive Director of the City's Housing Authority.

   B. Exclusive Employment. Employee shall give full attention to her duties as City Manager, Executive Director and Executive Director of City's Housing Authority and will not engage in any outside employment or business activities that might conflict with those duties. The foregoing shall not preclude occasional teaching, writing or consulting performed during Employee's time off.

3. Term of Agreement.
   A. The Term of this Agreement shall be for thirty-six (36) months commencing on August 30, 2005 and terminating August 31, 2008. On or before February 29, 2008 Employer and Employee shall discuss the employment arrangement between Employer and Employee and the mutual interest in furthering the employment arrangement beyond the
term of this agreement into a non-fixed term contract with traditional severance provisions.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time during the term of this agreement for cause including dismissal for malfeasance in office, dishonesty for personal gain or following conviction of a felony or misdemeanor involving moral turpitude.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from her position with Employer, subject only to the provisions set forth in this agreement.

D. In the event Employee voluntarily resigns her position with Employer before expiration of the aforesaid term of her employment, Employee shall give Employer sixty-days (60) notice in advance, unless the parties agree otherwise.

4. Compensation and Benefits
A. **Salary.** Employer shall pay Employee for her services rendered pursuant hereto a monthly base salary of Eleven Thousand Six Hundred Sixty Seven dollars ($11,667), payable in installments at the same time as other employees of the Employer are paid. The Employer shall pay the Employer and Employee costs of participation in the Public Employees Retirement System (PERS).

B. **Adjustments.**
   1. **General Increases.** The base salary shall be increased by the amount of any annual increases provided across-the-board to other management employees of the City.

   2. **Merit Increase.** In addition, Employer agrees to increase said salary and/or other benefits of Employee in such amounts and to such extent as Employer may determine on the basis of an annual performance review of Employee.

C. **Benefits.** City shall provide Employee those benefits, including (but not limited to) vacation leave, holiday leave, insurance, executive leave, deferred compensation and sick leave (allowing for conversion of fringe benefits to cash) provided to other executive management employees of Employer, except as noted below. The level of benefits to which Employee is entitled on the Effective Date of the Contract shall remain in effect until changed by the City Council and/or Agency Board.

   1. Vacation leave for the term of this contract shall be accrued at an annualized rate of three weeks (fifteen working days) per year.

   2. Executive leave shall be ten (10) days per contract year, made available on September 1, 2005 and on July 1, 2006 and July 1, 2007 during the term of this contract.

D. **Car Allowance.** Employee shall be paid a car allowance of Four Hundred dollars ($400) per month, in exchange for her making available her personal automobile for her use for
City-related business and/or functions during, before and after normal work hours. By Employee’s making her personal automobile available for her own use, she is not precluded from using City vehicles for City business during, before or after the normal workday. A City vehicle will not be provided to Employee for her exclusive use for travel by the Employee to and from work unless the need arises to utilize the City vehicle for other than commuting purposes.

E. **Source of Compensation.** Employee’s compensation (salary and benefits) shall be funded by City and Agency.

5. **Dues and Subscriptions.** Employer shall pay for the professional dues and subscriptions of Employee necessary for her continuation and full participation in national, regional, state and local associations and organizations created and maintained for municipal executive officers and for fields related to the work in which such officers participate; provided, however, that the total of such professional dues and subscriptions shall not exceed the budgeted amounts during any fiscal year without the prior approval of the City Council and/or Agency Board.

6. **Expenses of Professional Functions.** Employer shall pay the travel and subsistence expenses of Employee for professional and official travel and meetings necessary and desirable to continue the professional development of Employee and adequately to pursue necessary official and other functions for City and Agency including, but not limited to, those functions of the League of California Cities and such other national, regional, state and local governmental groups and committees on which Employee may from time to time serve as a member. Employer also shall pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars necessary or desirable for maintenance of her professional competence and development and to increase the effectiveness of her performance as City Manager and Executive Director. The costs reimbursed to Employee pursuant to this paragraph shall be allocated between City and Agency as the City Council and Agency Board may determine.

7. **Expense Reimbursement.**
   A. **Business.** Employer recognizes that certain expenses of a non-personal and generally job-related nature are incurred by Employee and agrees to reimburse or to pay said necessary and actual expenses.

   B. **Relocation.** Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving to Suisun City or vicinity. Employee shall obtain three bids for these relocation expenses and Employer will pay/reimburse the lowest bid. City residency is not required.

8. **Bonding.** Employer shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

9. **Indemnity.** Employer shall indemnify Employee and hold Employee harmless from any and all loss, cost, damage, injury, judgment, interest, settlement, fine, court cost or expense arising out of or related to claims asserted against Employee for acts undertaken in her official capacity, such indemnity obligation to provide the costs of defense for Employee (to include attorneys’ fees); provided, however, that Employee shall not be entitled to indemnity
against claims arising out of Employee's willful misconduct, intentional torts or gross negligence. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the City. Such expense payments shall continue beyond Employee's service to the City as long as litigation is pending and shall include payment of reasonable consulting fees and travel expenses.

10. **Performance Evaluation.**
A. Every six months, in March and September, Employer and Employee will meet to review the goals and performance objectives which they determine are necessary for the proper operation of the City in the attainment of the City Council's policy objectives. As part of this review, Employer and Employee shall establish relative priorities among these various goals and objectives.

The Employer shall review and evaluate the performance of the Employee at least once annually, in September. This annual review and evaluation shall be in accordance with specific criteria developed jointly by City Council and Employee. Such criteria may be added to or deleted as City Council may from time to time determine in consultation with Employee.

12. **Notices.** Notices required to be given pursuant to this contract shall be given by personal service or by mail, United States first-class mail, postage prepaid and addressed to the parties as follows:

To Employer: Mayor  
City of Suisun City  
701 Civic Center Boulevard  
Suisun City, California 94585

To Employee: Suzanne Bragdon  
City Hall  
City of Suisun City  
701 Civic Center Boulevard  
Suisun City, California 94585

The addresses above may be changed by notice given as above provided.

13. **Miscellaneous.**
A. This Contract shall constitute the entire agreement between the parties concerning the subject matter of employee's employment as City Manager and Executive Director.

B. This Contract shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto; provided, however, that as this Contract constitutes a Contract for provision of personal services, the obligations concerning performance are personal to Employee.

C. The Contract shall become effective as of the effective date in paragraph 3.
D. If any provision of this Contract is found unenforceable for any reason, the remainder of this Contract or portion thereof shall be deemed severable and shall not be affected and will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

“City”
THE CITY OF SUISUN CITY

By: [signature]
Mayor

Attest:
[signature]
City Clerk

“Agency”
THE REDEVELOPMENT AGENCY
OF THE CITY OF SUISUN CITY

By: [signature]
Chairman

Attest:
[signature]
Agency Secretary

“Employee”

[Signature]
Suzanne Bragdon
EMPLOYMENT CONTRACT
AMENDMENT #1

The Parties agree that Section 3A of the Employment Contract shall be amended as follows:

3. Term of Agreement

A. The Term of this Agreement shall run through August 31, 2010. On or before November 30, 2009 Employer and Employee shall discuss the employment arrangement between Employer and Employee and the mutual interest in furthering the employment arrangement beyond the term of this agreement into a non-fixed term contract with traditional severance.

All other provisions of the existing contract will remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed Amendment #1 of this Employment Contract by and between the City of Suisun City/Redevelopment Agency and Suzanne Bragdon on this 18th day of March, 2008.

The City of Suisun City/Redevelopment Agency

By: ________________________________  By: ________________________________
Mayor/Chairman  City Clerk

Employee

____________________________
Suzanne Bragdon

40
EMPLOYMENT CONTRACT
AMENDMENT #2

The Parties agree that Section 3A of the Employment Contract shall be amended as follows:

3. Term of Agreement

A. The Term of this Agreement shall run through August 31, 2011. On or about November 30, 2010, Employer and Employee shall discuss employment arrangement between Employer and Employee and the mutual interest in furthering the employment arrangement beyond the Term of this Agreement with a non-fixed term contract with a traditional severance provision.

All other provisions of the existing Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed Amendment #2 of the Employment Contract by and between the City of Suisun City/Redevelopment Agency of the City of Suisun City and Ms. Suzanne Bragdon on this 17th day of November, 2009.

Employer:

By: [Signature]
Mayor/Chairman

Employee:

[Signature]
Suzanne Bragdon

Attest:

By: [Signature]
EMPLOYMENT CONTRACT
AMENDMENT NO. 3

The Parties agree that Section 3A of the Employment Contract shall be amended and a new Section 4C(3) be added as follows:

3. Term of Agreement

A. The Term of this Agreement shall run through August 31, 2012. On or about November 30, 2011, Employer and Employee shall discuss employment arrangement between Employer and Employee and the mutual interest in furthering the employment arrangement beyond the Term of this Agreement with a non-fixed term contract with a severance provision or a further extension of the agreement.

4. Compensation and Benefits

C. Benefits.

3. A one-time management leave benefit of 40-hours will be awarded to coincide with the execution of the Amendment No. 3.

All other provisions of the existing Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed Amendment #3 of the Employment Contract by and between the City of Suisun City/Redevelopment Agency of the City of Suisun City and Ms. Suzanne Bragdon on this 18th day of January, 2011.

Employer:

By: 
Mayor/Chairman Sanchez

Attest:

By: 

Employee:

Suzanne Bragdon
EMPLOYMENT CONTRACT
AMENDMENT NO. 4

The Parties agree that Section 3A of the Employment Contract shall be amended as follows:

3. Term of Agreement

A. The Term of this Agreement shall run through August 31, 2014. On or about November 30, 2013, Employer and Employee shall discuss employment arrangement between Employer and Employee and the mutual interest in furthering the employment arrangement beyond the Term of this Agreement.

All other provisions of the existing Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed Amendment #4 of the Employment Contract by and between the City of Suisun City and Ms. Suzanne Bragdon on this 18th day of October, 2011.

Employer:

By: ________________________________
    Mayor Sanchez

Attest:

By: ________________________________
    ________________________________

Employee:

By: ________________________________
    Suzanne Bragdon
EMPLOYMENT CONTRACT
AMENDMENT NO. 5

The Parties agree that the Employment Contract shall be amended to read as follows:

3. **Term of Agreement.**
   A. The Term of this Agreement shall run through March 31, 2015. Not later than February 1, 2014, Employer and Employee shall discuss the employment arrangement between Employer and Employee and the mutual interest in furthering the employment arrangement beyond the Term of this Agreement.

10. **Performance Evaluation.**
   A. Beginning as soon as practicably possible, Employer and Employee shall meet to develop goals and performance objectives for the period ending February 2014. Every six months, in January and July, Employer and Employee will meet to review the goals and performance objectives which they mutually determine are necessary for the proper operation of the City/Agency to attain the City Council’s/Agency’s policy objectives. As a part of this review, Employer and Employee shall establish the relative priorities among these various goals and objectives.

   B. Employer shall initiate the review and evaluate the performance of Employee not later than February 1st each year, and it shall conclude the evaluation process not later than March 31st each year. This annual review and evaluation shall be in accordance with specific criteria developed jointly by City Council/Agency and Employee. Such criteria may be added to or deleted as City Council/Agency may from time to time determine in consultation with Employee.

All other provisions of the existing Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 5 of the Employment Contract by and between the City of Suisun City/Successor Agency to the Redevelopment Agency of the City of Suisun City and Ms. Suzanne Bragdon on this 1st day of October, 2013.

**Employer:**

By: ____________________________
Mayor/Chair Sanchez

**Attest:**

By: ____________________________
Linda Halson

**Employee:**

By: ____________________________
Suzanne Bragdon

44
EMPLOYMENT CONTRACT
AMENDMENT NO. 6

The Parties agree that the Employment Contract shall be amended to read as follows:

3. **Term of Agreement.**
   A. The Term of this Agreement shall run through March 31, 2018. Not later than September 30, 2017, Employer and Employee shall discuss the employment arrangement between Employer and Employee and the mutual interest in furthering the employment arrangement beyond the Term of this Agreement.

10. **Performance Evaluation.**
   A. Beginning as soon as practicably possible, Employer and Employee shall meet to develop goals and performance objectives for the period ending August 2014. Every six months, in January and July, Employer and Employee will meet to review the goals and performance objectives which they mutually determine are necessary for the proper operation of the City/Agency to attain the City Council’s/Agency’s policy objectives. As a part of this review, Employer and Employee shall establish the relative priorities among these various goals and objectives.

   B. Employer shall initiate the review and evaluate the performance of Employee not later than February 1st each year, and it shall conclude the evaluation process not later than March 31st each year. This annual review and evaluation shall be in accordance with specific criteria developed jointly by City Council/Agency and Employee. Such criteria may be added to or deleted as City Council/Agency may from time to time determine in consultation with Employee.

All other provisions of the existing Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 6 of the Employment Contract by and between the City of Suisun City/Successor Agency to the Redevelopment Agency of the City of Suisun City and Ms. Suzanne Bragdon on this 1st day of April, 2014.

**Employer:**

By: [Signature]

Mayor/Chair Sanchez

**Attest:**

By: [Signature]

[Signature]

**Employee:**

By: [Signature]

Suzanne Bragdon
RESOLUTION NO. 2017 - __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING AMENDMENT NO. 7 TO THE AGREEMENT WITH THE CITY MANAGER TO EXTEND THE TERM TO JUNE 30, 2018, AND, PROVIDING AN ADDITIONAL 40.0 HOURS OF EXECUTIVE LEAVE

WHEREAS, the City of Suisun City entered into an Employment Contract with Suzanne Bragdon to serve as City Manager effective August 16, 2005; and

WHEREAS, said Employment Contract has been revised from time to time by Amendments Nos. 1 – 6; and

WHEREAS, pursuant to the Employment Contract, the annual performance evaluation of the City Manager was conducted on January 24, 2017; and

WHEREAS, given the challenging economic climate and the financial pressures that the City is facing due to the elimination of the redevelopment agency and economic downturn, the City Manager will be provided, in lieu of a performance bonus, an additional 40-hours of executive leave that cannot be cashed out; and

WHEREAS, through the annual performance evaluation of the City Manager and with an interest in stability, the Parties have agreed to amend the Employment Contract between the City and City Manager to extend the contract to June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves Amendment No. 7 to the Employment Contract as provided in the attached.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City duly held on Tuesday, the 7th day of February 2017, by the following vote:

AYES: Councilmembers: ____________________________
NOES: Councilmembers: ____________________________
ABSENT: Councilmembers: ____________________________
ABSTAIN: Councilmembers: ____________________________

WITNESS my hand and the seal of said City this 7th day of February 2017.

Linda Hobson, CMC
City Clerk
EMPLOYMENT CONTRACT
AMENDMENT NO. 7

The Parties agree that the Employment Contract shall be amended to read as follows:

3. Term of Agreement.
   A. The Term of this Agreement shall run through June 30, 2018.

4.C.3. In lieu of an annual performance bonus set forth in 4.B.2., an additional 40.0 hours of executive leave will be provided to the City Manager. As agreed, this additional 40.0 hours of leave will be used; unlike other leaves, it may not be cashed out as allowed by Suisun City Personnel Rules.

All other provisions of the existing Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 7 of the Employment Contract by and between the City of Suisun City/Successor Agency to the Redevelopment Agency of the City of Suisun City and Ms. Suzanne Bragdon on this 7th day of February 2017.

Employer:

By: ________________________________
    Mayor/Chair Sanchez

Attest:

By: ________________________________

Employee:

By: ________________________________
    Suzanne Bragdon
RESOLUTION NO. SA 2017 - __

A RESOLUTION OF THE CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY APPROVING AMENDMENT NO. 7 TO THE AGREEMENT WITH THE EXECUTIVE DIRECTOR TO EXTEND THE TERM TO JUNE 30, 2018, AND, PROVIDING AN ADDITIONAL 40.0 HOURS OF EXECUTIVE LEAVE

WHEREAS, the Redevelopment Agency of the City of Suisun City entered into an Employment Contract with Suzanne Bragdon to serve as Executive Director effective August 16, 2005; and

WHEREAS, said Employment Contract has been revised from time to time by Amendments Nos. 1 – 6; and

WHEREAS, on February 1, 2012, the Redevelopment Agency of the City of Suisun City was replaced by the City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City; and

WHEREAS, pursuant to the Employment Contract, the annual performance evaluation of the Executive Director was conducted on January 24, 2017; and

WHEREAS, given the challenging economic climate and the financial pressures that the Agency is facing due to the elimination of the redevelopment agency and economic downturn, the Executive Director will be provided, in lieu of a performance bonus, an additional 40-hours of executive leave that cannot be cashed out; and

WHEREAS, through the annual performance evaluation of the Executive Director and with an interest in stability, the Parties have agreed to amend the Employment Contract between the Agency and Executive Director to extend the contract to June 30, 2018.

NOW, THEREFORE, BE IT RESOLVED that the City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City hereby approves Amendment No. 7 to the Employment Contract as provided in the attached.

PASSED AND ADOPTED at a regular meeting of the City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City duly held on Tuesday, the 7th day of February 2017, by the following vote:

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

WITNESS my hand and the seal of said City this 7th day of February 2017.

Linda Hobson, CMC
Secretary
EMPLOYMENT CONTRACT
AMENDMENT NO. 7

The Parties agree that the Employment Contract shall be amended to read as follows:

3. **Term of Agreement.**
   A. The Term of this Agreement shall run through June 30, 2018.

4.C.3. In lieu of an annual performance bonus set forth in 4.B.2., an additional 40.0 hours of executive leave will be provided to the City Manager. As agreed, this additional 40.0 hours of leave will be used; unlike other leaves, it may not be cashed out as allowed by Suisun City Personnel Rules.

All other provisions of the existing Agreement shall remain in effect.

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 7 of the Employment Contract by and between the City of Suisun City/Successor Agency to the Redevelopment Agency of the City of Suisun City and Ms. Suzanne Bragdon on this 7th day of February 2017.

**Employer:**

By: _________________________________  By: _________________________________
    Mayor/Chair Sanchez

**Employee:**

By: _________________________________
    Suzanne Bragdon