

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Anthony Adams
Jane Day
Michael A. Segala



CITY COUNCIL MEETING

First and Third Tuesday
Every Month

A G E N D A

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

TUESDAY, JUNE 2, 2020

6:00 P.M.

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency meeting includes teleconference participation by: Council/Board Members Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

PER GOVERNOR NEWSOM'S EXECUTIVE ORDER PUBLIC ACCESS TO THE CITY COUNCIL MEETING

WILL BE VIA THE APPLICATION, ZOOM

ZOOM MEETING INFORMATION:

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

MEETING ID: 851 8539 1751

CALL IN PHONE NUMBER: (707) 438-1720

TO VIEW TONIGHT'S MEETING ON SUISUN WEBSITE, LIVESTREAM

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

REMOTE PUBLIC COMMENT IS AVAILABLE FOR THE CITY COUNCIL MEETING

BY EMAILING CLERK@SUISUN.COM (PRIOR TO 6:00pm) OR

VIA WEBSITE OR PHONE APPLICATION, ZOOM

ROLL CALL

Council Members

PUBLIC COMMENT

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

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

1. Conference with Legal Counsel - Significant Exposure to Litigation (1 potential case)
Pursuant to Government Code section 54956.9(d)(2)

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

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 Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City (24 hours prior to a Council /Agency/Authority Meeting). 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 June 2, 2020 was posted and available for review, in compliance with the Brown Act.

CITY COUNCIL
Lori Wilson, Mayor
Wanda Williams, Mayor Pro-Tem
Anthony Adams
Jane Day
Michael A. Segala



CITY COUNCIL MEETING
First and Third Tuesday
Every Month

A G E N D A

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, JUNE 2, 2020
6:30 P.M.**

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

NOTICE

Pursuant to Government Code Section 54953, Subdivision (b), and Executive Order released on March 12, 2020, the following Council/Successor Agency/Housing Authority meeting includes teleconference participation by: Council/Board Members Anthony Adams, Jane Day, Michael A. Segala, and Mayor Pro Tem Wanda Williams. Teleconference locations are on file at City Hall, 701 Civic Center Blvd., Suisun City, CA 94585.

*DUE TO CORONAVIRUS COVID-19 RESIDENTS ARE ENCOURAGED
TO ATTEND THE CITY COUNCIL MEETING VIA THE APPLICATION, ZOOM.*

ZOOM MEETING INFORMATION:

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

***MEETING ID:** 829 7353 0891*

***CALL IN PHONE NUMBER:** (707) 438-1720*

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

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VIA WEBSITE OR PHONE APPLICATION, ZOOM*

(Next Ord. No. – 772)

(Next City Council Res. No. 2020 – 67)

Next Suisun City Council Acting as Successor Agency Res. No. SA2020 - 02)

(Next Housing Authority Res. No. HA2020 – 01)

ROLL CALL

Council / Board Members
Pledge of Allegiance
Invocation

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

PUBLIC COMMENT

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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. COVID-19 Update – (Folsom: gfolson@suisun.com).
2. Suisun City Police Department, Annual Report – (Roth: aroth@suisun.com).

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

City Council

3. Introduction and Swearing-in of new Suisun City Volunteer Fire Fighter, Nicholas Brooks - (Vincent: jvincent@suisun.com).
4. Presentation of Plaque to Allen Rainey, Retiring after 15 Years of Service with Suisun City Public Works Department – (Medill: mmedill@suisun.com).
5. Presentation of Proclamation to Representative from Solano Pride Center Proclaiming June 2020 as “Lesbian, Gay, Bisexual, Transgender and Queer Pride Month” – (Wilson: lwilson@suisun.com).

CONSENT CALENDAR

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

City Council

6. Council Adoption of Ordinance No. 771: Amending Sections 8.12.070 (Generally – Definitions) and 8.12.080 (Generally – Acts Declared to be Nuisances) of Chapter 8.12 (Public Nuisances) of Title 8 (Health and Safety), and Amending Section 15.04.075 (Construction Work Hours) of Chapter 15.04 (Permits – Uniform Codes) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code to Implement Noise Regulations (Introduced and Reading Waived on May 19, 2020) – (Kearns: jkearns@suisun.com).
7. Council Adoption of Resolution No. 2020-___: Adopting Implementing Regulations for Section 8.12.080 (s) (Generally – Acts Declared to be Nuisances; Noise Regulations) – (Kearns: jkearns@suisun.com).
8. Council Adoption of Resolution No. ___: Authorize Payment in the Amount of \$39,130.75 to Hi-Tech Emergency Vehicle Service, Inc. for Required Ladder and Pump Testing for Ladder Truck 47 – (Vincent: jvincent@suisun.com).

9. Council Adoption of Resolution No.____: Authoring the City Manager to Execute a Contract Services Agreement with Superior Building Services for Temporary COVID-19 Janitorial Services for City Facilities – (Folsom: gfolson@suisun.com).

PUBLIC HEARINGS

City Council

10. Accessory Dwelling Units:

- a. Council Introduce and Waive Reading of Ordinance No. ____: Amending 18.30.170 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Accessory Dwelling Units in Residential Properties
- b. Council Adoption of Resolution No. ____: Approving an Amendment of the Master Fee Schedule, Including Development Impact Fees

GENERAL BUSINESS

REPORTS: (Informational items only.)

11. a. Council/Boardmembers
- b. Mayor/Chair
12. City Manager/Executive Director/Staff

PUBLIC COMMENT

(Additional time for request by citizens to discuss any matter under our jurisdiction other than an item posted on this agenda limited to no more than 3 minutes.)

ADJOURNMENT

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 - Suisun City Fire Station, 621 Pintail Drive, Suisun City, CA;
 - Suisun City Senior Center, 318 Merganser Drive, Suisun City, CA;
 - Joe Nelson Center, 611 Village Drive, Suisun City, CA;
 - Harbor Master Office, 800 Kellogg Street, Suisun City, CA.

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of June 2, 2020 was posted and available for review, in compliance with the Brown Act.

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Office of the Mayor
Suisun City, California

Proclamation



WHEREAS, fifty-one years ago, in June, 1969, a riot at a Manhattan gay bar, the Stonewall Inn, in retaliation to a police raid, precipitated the modern fight for Lesbian, Gay, Bisexual, Transgender, Queer (LGBTQ) rights, and

WHEREAS, the month of June was designated LGBTQ Pride Month, because of acts of courage from those who demanded justice and from those who quietly pushed for progress, our Nation has made great strides in recognizing what these brave individuals long knew to be true in their hearts – that love is love and no person should be judged by anything but the content of their character, and

WHEREAS, our nation was founded upon and is guided by a set of principles that includes every person has been created equal, each has rights to their life, liberty and pursuit of happiness and each shall be accorded the full recognition and protection of law; and

WHEREAS, 2015’s landmark Supreme Court decision was a historic victory for LGBTQ Americans, guaranteeing marriage equality in all 50 States, ensuring dignity for same-sex couples and therefore all couples, affirming the belief that we are all freer when we are all treated as equals, and

WHEREAS, LGBTQ Pride month is a time to celebrate the incredible strength and diversity of our LGBTQ community and to reflect upon the hard-fought progress we’ve made fighting for their equality and civil rights; and regardless of sexual orientation or gender identity, all feel valued, safe, empowered, and supported by our community and leaders, and

WHEREAS, 2020 is the 22nd year of the LGBTQ Community coming together to show our pride in Solano County through service and support of the LGBTQ community, in the organization known as Solano Pride Center, and during LGBTQ Pride Month, as we wave our flags of pride high and march boldly forward in parades and demonstrations, let us celebrate how far we have come and reaffirm our steadfast belief in the equal dignity of all Americans, and

WHEREAS, the City of Suisun City proudly stands with the LGBTQ community, and with all communities who struggle for basic rights, for acceptance, visibility, safety, acknowledgement, and equitability, in the quest for full equality under the law.

NOW, THEREFORE, I, Lori D. Wilson, Mayor of the City of Suisun City, hereby proclaim June, 2020 as

“Lesbian, Gay, Bisexual, Transgender, Queer Pride Month”

in the City of Suisun City and call upon its citizens to eliminate prejudice everywhere it exists, celebrate the diversity of our community and recognize the contributions made by members of the LGBTQ community.

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



Lori D. Wilson, Mayor

ATTEST: Donna Cook

DATE: June 2, 2020



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AGENDA TRANSMITTAL

MEETING DATE: June 2, 2020

CITY AGENDA ITEM: Council Adoption of Ordinance No. ____; Amending Sections 8.12.070 (Generally – Definitions) and 8.12.080 (Generally – Acts Declared to be Nuisances) of Chapter 8.12 (Public Nuisances) of Title 8 (Health and Safety), and Amending Section 15.04.075 (Construction Work Hours) of Chapter 15.04 (Permits – Uniform Codes) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code to Implement Noise Regulations (Introduced and Reading Waived on May 19, 2020).

FISCAL IMPACT: There is no fiscal impact to the City.

STRATEGIC PLAN IMPACT: Enhance Environment.

BACKGROUND: On May 19, 2020, the City Council held a public hearing to consider amendments to both Title 8 (Health and Safety) and Title 15 (Buildings and Construction) of the Suisun City Code. At the public hearing, the City Council discussed the ordinance and took public comment. The ordinance reflected comments received through public workshops and at the City Council meeting of January 14, 2020 public hearing. At the conclusion of the public hearing, the City Council, by a vote of 5-0, introduced the proposed ordinance with a couple additions (included in the Staff Report section below).

STAFF REPORT: As a result of the public hearing, staff has prepared both a “redline” and a “clean” version of the ordinance following the City Council introduction on May 19. Below is a listing of the changes and direction for ease of reference:

- Add “**all-terrain vehicles**” before “minibikes and go-carts” within the definition of “Motor Vehicle.”
- Strike ~~from~~ and replace with “**unamplified**” between “any” and “musical” in Section 8.12.080.S.2.h.ii.
- Staff to prepare a brochure explaining the new ordinance to members of the public.
- Prepare a resolution that handles the enforcement of “persistent noise.”

A complete “red-line” of the ordinance is included as Attachment 2 which clearly reflects the changes made by the City Council.

RECOMMENDATION: It is recommended that the City Council approve:

1. Ordinance No. ____: Amending Sections 8.12.070 (Generally – Definitions) and 8.12.080 (Generally – Acts Declared to be Nuisances) of Chapter 8.12 (Public Nuisances) of Title 8 (Health and Safety), and Amending Section 15.04.075 (Construction Work Hours) of Chapter 15.04 (Permits – Uniform Codes) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code to Implement Noise Regulations.

PREPARED BY:

REVIEWED BY:

APPROVED BY:

Joann Martinez, Assistant Planner

John Kearns, Senior Planner

Greg Folsom, City Manager

ATTACHMENTS:

1. Ordinance No. ____; Amending Sections 8.12.070 (Generally – Definitions) and 8.12.080 (Generally – Acts Declared to be Nuisances) of Chapter 8.12 (Public Nuisances) of Title 8 (Health and Safety), and Amending Section 15.04.075 (Construction Work Hours) of Chapter 15.04 (Permits – Uniform Codes) of Title 15 (Buildings and Construction) of the Suisun City Municipal Code to Implement Noise Regulations
2. Redline of Ordinance.

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SUISUN CITY, CALIFORNIA, AMENDING SECTIONS 8.12.070
(GENERALLY – DEFINITIONS) AND 8.12.080 (GENERALLY – ACTS
DECLARED TO BE NUISANCES) OF CHAPTER 8.12 (PUBLIC
NUISANCES) OF TITLE 8 (HEALTH AND SAFETY), AND
AMENDING SECTION 15.04.075 (CONSTRUCTION WORK HOURS)
OF CHAPTER 15.04 (PERMITS – UNIFORM CODES) OF TITLE 15
(BUILDINGS AND CONSTRUCTION) OF THE SUISUN CITY
MUNICIPAL CODE TO IMPLEMENT NOISE REGULATIONS**

WHEREAS, the City of Suisun City (City) has the authority to legislate to protect the health, safety, and welfare of its residents and visitors pursuant to its police power; and

WHEREAS, the City has received an increased number of complaints about loud and annoying noises in the City; and

WHEREAS, the City Council of the City of Suisun City finds that these loud and annoying noises have disturbed the quiet enjoyment of residential property in the City; and

WHEREAS, the City Council finds that these noise complaints have resulted from, among other sources, mechanical equipment, amplified noises, drive-thru speakers, construction noise, power tools, landscape activities, alarms, loud parties, etc.; and

WHEREAS, the City has a keen interest in maintaining the City free from noise pollution; and

WHEREAS, the City Council finds that loud and unreasonable noises are a threat to the public peace, health, safety and welfare of the city and its residents; and

WHEREAS, the City Council now desires to amend Sections 8.12.070 (Generally – Definitions) and 8.12.080 (Public Nuisances) of the Suisun City Municipal Code to include a noise ordinance to preserve the public peace, health, and safety; provide City residents and visitors with clear guidance regarding what level of noise is prohibited in the City; and to provide City staff with a clear and effective mechanism to enforce noise regulations. The City Council further wishes to amend Section 15.04.075 (Construction work hours) to provide consistency with the noise ordinance.

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

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

Section 2. Section 8.12.070 (Generally—Definitions) of Chapter 8.12 (Public Nuisances) of Title 8 (Health and Safety) of the Suisun City Municipal Code is amended to add the following definitions.

1 **A-Weighted Sound Level (dBA):** The sound pressure level in decibels as measured
2 on a sound level meter using the A-weighting network. The A-weighted network is the
3 network for measuring sound that most closely resembles what the human ear hears.
4 Sound measured using the A-weighted network is designated dBA.

5 **Commercial Entity:** Any contractor, handyman, landscape contractor or similar paid
6 to perform services.

7 **Construction:** Any building activity that affects the exterior appearance of a structure,
8 including the assembly, erection, alteration, reconstruction, repair, maintenance,
9 demolition or extension of a structure.

10 **Construction equipment:** Any tools, machinery, or equipment used in connection
11 with construction operations.

12 **Cumulative duration:** Refers to time within any one-hour period.

13 **Clearly audible:** A sound that can be heard by any person of average or normal hearing
14 capability.

15 **Decibel (dB):** A unit for measuring the volume of a sound.

16 **Demolition:** Any act or process that destroys (in part or in whole) a structure.

17 **Domestic Power Tools.** Any mechanically, motorized or engine powered device
18 including but not limited to: power saw, sander, drill, grinder, riding lawn mowers,
19 lawn mowers, lawn or garden tool, leaf blower, or similar equipment excluding motor
20 vehicles.

21 **Emergency work:** Work made necessary (1) to restore property to a safe condition
22 following a natural disaster such as an earthquake, fire, flood, public calamity, or other
23 cause or event not within the control of the person undertaking the work, (2) work
24 required to protect persons or property from imminent exposure to injury, danger or
25 damage, or (3) work by public or private utilities when restoring utility service.

26 **Motor vehicle:** Self-propelled vehicle, as defined in the California Vehicle Code, and
27 also including but not limited to, all-terrain vehicles, minibikes and go-carts.

28 **Noise:** Any sound which annoys or disturbs a reasonable person of normal sensitivities.

Noise level: Means the same as sound level. The terms may be used interchangeably
herein.

Noise sensitive land use: Locations where there is greater sensitivity to excess noise,
including but not limited to, residences, hospitals, nursing homes, theaters,
auditoriums, churches, meeting halls, schools, libraries, museums, and parks.

Owner: Owner of record of real property, occupant, lessee, or interest holder in same,
as the case may be.

Persistent noise: Constant, fluctuating, or intermittent noise of cumulative duration of
more than 20 minutes, that disturbs a reasonable person beyond the property line of the
noise source. Examples of sources of persistent sound include but are not limited to
dogs barking, amplified sound, power tools, vehicles, and like noises.

Premises: Any real property, or improvements thereon.

1 **Public place:** Any right-of-way, public parks, public property, public parking lots,
2 public marina.

3 **Sound amplifying equipment.** Any machine or device for the amplification of the
4 human voice, music or any other sound. Sound amplifying equipment as used herein
5 shall not be construed as including standard automobile radio when used and primarily
6 audible only by the occupants of the vehicle in which installed, or warning devices on
7 authorized emergency vehicles or horns or other warning devices on other vehicles
8 used only for traffic safety purposes.

9 **Sound level:** The sound pressure level in decibels as measured on a sound level meter
10 using the A-weighting filter network. The A-weighting filter de-emphasizes the very
11 low and very high frequency components of the sound in a manner similar to the
12 response of the human ear and gives a good correlation with subjective reactions to
13 noise.

14 **Sound level meter:** An instrument of the measurement of sound including a
15 microphone, amplifier, an attenuator, networks for at least the standardized “A”
16 frequency weighting, and an indicating instrument having at least the standardized
17 dynamic characteristic “fast,” as specified in the American National Standards Institute
18 Specifications for Sound Level Meters.

19 **Section 3.** Section 8.12.080 (Generally—Acts declared to be nuisances) of Chapter 8.12 (Public
20 Nuisances) of Title 8 (Health and Safety) of the Suisun City Municipal Code is amended to add
21 subsection S as follows:

22 **S. Noise Regulations.** The following special noise restrictions are hereby established
23 without regard to their sound level impact and may be enforced without the prerequisite of
24 a sound level measurement.

25 **1. General Noise Regulations**

26 a. It is unlawful for any person to willfully make or continue or permit or cause
27 to be made or continued, any loud, unnecessary, or unusual noise which
28 unreasonably disturbs the peace and quiet of any neighborhood or which
causes discomfort or annoyance to any reasonable person of normal
sensitiveness residing in the area.

The standards which shall be considered in determining whether a violation
of the provisions of this section exists shall include, but not be limited to, the
following:

- i. The volume of the noise;
- ii. The intensity of the noise;
- iii. Whether the nature of the noise is usual or unusual;
- iv. Whether the origin of the noise is natural or unnatural;
- v. The volume and intensity of the background noise, if any;
- vi. The proximity of the noise to residential sleeping facilities;
- vii. The nature and zoning of the area within which the noise emanates;
- viii. The density of the inhabitation of the area within which the noise emanates;
- ix. The time of the day or night the noise occurs;

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- x. The duration of the noise, including whether its short term or temporary;
 - xi. Whether the noise is produced by a commercial or noncommercial activity.
- b. This section shall be inapplicable to emergency work, vehicles, and personnel.
2. **Specific Prohibitions:** No person shall do, cause, or suffer, or permit to be done on any premises owned, occupied, or controlled by such person, the following activities which are declared prima facie evidence of a violation of this section, but said enumeration shall not be deemed exclusive.
- a. **Auto body repairs** - Repair any auto body unless within a completely enclosed building and the noises from such repairs are reasonably confined to such building.
 - b. **Engine Repair and Testing** - Repair, rebuild, or testing of any engine in a manner that can be heard on neighboring properties between the hours of 9:00 p.m. and 7:00 a.m.
 - c. **Animals** - The keeping of any animal that causes frequent or persistent noise plainly audible by inhabitants or occupants of any adjacent or neighboring residential properties or units, or plainly audible at a distance of 50 feet from any nonresidential building or structure, shall be presumed to disturb the comfort and repose of any person on a nearby property, following regulations of Title 6 Animals; however, nothing in this subsection shall be construed to apply to occasional noises emanating from a legally operated kennel, animal hospital or veterinary clinic, humane society or pound.
 - d. **Generators** – Generators are considered accessory structures in residentially zoned lots and shall meet the setbacks described in Table 18.31.005 (Table of development standards in residential zones) for accessory structures in residential zones. Generators in commercially zoned lots located near noise sensitive land uses must meet the guidelines of section 18.20.080 (Trash and Storage Areas) and meet the setbacks described in Table 18.32.010 (Table of development standards in commercial zones) for enclosed structures for generators in commercial zones, the openings of the structure shall not face noise sensitive zones. Portable generators must meet the setbacks described in Table 18.31.005 (Table of development standards in residential zones) for accessory structures in residential zones, unless manufacturer’s decibel rating is below 70dB (consistent with air conditioning unit).
 - e. **Domestic power tools.** Operating or permitting the operation of any domestic power tools, small power equipment, or similar device used in residential areas between the hours of 9:00 p.m. and 7:00 a.m. so as to cause noise that can be heard across a residential real property boundary.
 - f. **Sounding horns and signal devices** - The sounding of any horn or signaling device on any automobile, motor vehicle or any other vehicle on any street or public street except as a danger warning; the creation by means of any such signaling device of any unreasonably and unnecessarily loud or harsh sounds; the sounding of any such signaling device for an unnecessarily or unreasonably

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- long period of time; or the use of any horn, whistle or other device operated by engine exhaust
- g. Vehicle noise.**
 - i. Defect in Vehicle or Load. The use of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
 - ii. Motor Vehicle Noises. Any loud or annoying noise made by any motor vehicle and not reasonably necessary to the operation thereof under the circumstances, including, but not limited to, noise caused by screeching of tires; racing or accelerating the engine, except in the course of repair or adjustment thereof during nighttime hours; backfiring the engine; or the emission of exhaust from the engine tail pipe or muffler. Vehicles must be maintained in compliance with Sections 27150, 27151, 27200 of the Vehicle Code, 13 CCR 1036, including amendments and successor statutes, and any other relevant state laws and regulations.
 - iii. Large vehicle delivery and loading within 50 feet of residential uses - The loading, unloading, or delivery of goods, merchandise, vehicles or supplies by large trucks, tractor-trailers, or other similar vehicles between the hours of 9:00 p.m. and 7:00 a.m. unless a sound wall or other hours have been allowed through a use permit.
 - h. Musical instruments and sound amplifiers-** Use or operate any musical instrument or any device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise as follows:
 - i. Use or operate any device, machine, apparatus, or instrument for intensification or amplification of musical instruments, the human voice, or of any other sound in or on a public place without first obtaining a special event permit.
 - ii. Use of any unamplified musical instrument, or other apparatus that is clearly audible from a distance of 70 feet, upon public places without first obtaining a special event permit.
 - iii. Operate, play, or permit the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier, or similar device, which produces, reproduces, or amplifies sound in any public place such that the noise level disturbs a reasonable person owning, using, or occupying property in the neighborhood between the hours of 9:00 p.m. and 7:00 a.m. This section shall be inapplicable to radio systems operated by FCC licensees in the regular course of business.
 - iv. Use, operate, or play, or permit to be played, used, or operated, of any radio receiving set, musical instrument, audio system, loudspeaker, sound amplifying equipment or other machine or device for the producing or reproducing of sound, which casts sound upon the streets for the purpose of commercial or noncommercial advertising, or attracting the attention of the public to any building, structure or attraction (a) such that the sound therefrom creates noise in a residential area; or (2) on a public right-of-way or public space without first obtaining a special event permit.

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- i. **Explosives, firearms, and similar devices** - The use or firing of explosives, firearms, or similar devices which create impulsive sound so as to cause a noise across a real property boundary or on a public place, except when part of a government-authorized honor guard.
 - j. **Construction or demolition work** – Construction or demolition work not in conformance with Section 15.04.075 (Construction work hours) of this Code.
 - k. **Late night disturbances.** Disturbances of any kind that are plainly audible by inhabitants or occupants of any adjacent or neighboring residential properties or units, or are plainly audible at a distance of 50 feet from a real property boundary, that occur between 9:00 p.m. and 7:00 a.m., shall be prima facie evidence of violation of this subsection.
 - l. **Persistent Noise** not otherwise allowed.
3. **Exemptions:** The following are exempt from the provisions of this ordinance:
- a. Sounds typically associated with residential uses (e.g., children at play, air conditioning and similar equipment in good working order, but not animal and fowl noises in violation of Subsection (2)(c), above).
 - b. Sounds typically associated with property maintenance (e.g., domestic power tools not performed by a commercial entity) provided such activities take place between the hours of 7:00 a.m. and 8:00 p.m.
 - c. Safety, warning, and alarm devices, including house and car alarms, and other warning devices that are designed to protect the health, safety and welfare, provided such devices are not negligently maintained or operated. The sounding of burglar alarms shall not constitute a violation of this section except after 20 minutes of continuous activation. Further, on or after one (1) year from the effective date of this ordinance, no owner of a motor vehicle, dwelling or commercial property shall have in operation an audible burglar alarm therein unless such burglar alarm shall be capable of terminating its operation within 20 minutes of its being activated.
 - d. The sounding of any horn, bell, whistle, siren or other audible warning device which is operated in compliance with Section 7604 of the California Public Utilities Code, or other State or Federal laws governing railroad operations.
 - e. The normal operation of public and private schools typically consisting of classes and other school-sponsored activities, such as school bands and school athletic events.
 - f. Sound or noise associated with emergencies or emergency work, involving the execution of the duties of duly authorized governmental personnel and others providing emergency response to the general public, including but not limited to, sworn peace officers, emergency personnel, utility personnel, and the operation of emergency response vehicles and equipment.
 - g. Tree landscape, and park maintenance activities conducted by the City or a City contractor.
 - h. Any activity related to the construction, development, manufacture, maintenance, testing, or operation of any aircraft engine, or of any weapons system or subsystems which are owned, operated, or under the jurisdiction of the United States.

- i. Any other activity to the extent regulation thereof has been preempted by state or federal law or regulations.
- j. Activities or events whose noise is regulated by a City issued permit with conditions that specify the type of noise and hours permitted to operate, such as but not limited to, a Special Use Permit, Special Event Permit, Special Construction Permit.

4. **Penalties.**

- a. Each day of violation shall be deemed a separate violation. The City's remedies are not mutually exclusive.
- b. Violations of this chapter are deemed public nuisances and may be abated as such.
- c. Violations of this chapter may be punishable as infractions under Chapter 1.08 (General Penalties), and may be subject to administrative fines under Chapter 1.20 (Administrative Citations) of this code.

Section 4. Section 15.04.075 (Construction work hours) of Chapter 15.04 (Permits – Uniform Codes) of Title 15 (Buildings and Construction) of the City of Suisun City Municipal Code is amended to read as follows:

It shall be the responsibility of anyone engaging in construction or demolition work to restrict the hours of work activity on the site as follows.

- A. No construction equipment shall be operated nor any outdoor construction, non-residential projects or repair work shall be permitted within 600 feet from any occupied residence except during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 8:00 p.m., on Saturday and Sunday.
- B. Construction work hours on residential projects shall be from 7:00 a.m. to 8:00 p.m.
- C. A request for an exception to the permitted construction hours and days may be granted by the chief building inspector for emergency work, to offset project delays due to inclement weather, for 24-hour construction projects, or other similar occurrences.
- D. City projects determined by the director of public works to be emergencies shall be exempt from these provisions.
- E. For construction work hours for earthwork, trenching, concrete or paving see Section 15.12.320.
- F. Interior work which would not create noise or disturbance noticeable to a reasonable person of normal sensitivity in the surrounding neighborhood shall not be subject to these restrictions.

1 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council
2 of the City of Suisun City, California, on this _____ 2020.

3
4 _____
Lori D. Wilson, Mayor

5 ATTEST:

6 _____
7 Linda Hobson, CMC
8 City Clerk
9

10 **CERTIFICATION**

11 I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of the City
12 Council of said City, do hereby certify that the above and foregoing ordinance was introduced
13 at a regular meeting of the said City Council held on Tuesday, May 19, 2020 and passed and
14 adopted at a regular meeting of said City Council held on Tuesday, June 2, 2020, by the
15 following vote:

14 **AYES:** Councilmembers:
15 **NOES:** Councilmembers:
16 **ABSENT:** Councilmembers:
17 **ABSTAIN:** Councilmembers:

17 **WITNESS** my hand and the seal of said City this June 2, 2020.

18
19 _____
20 Linda Hobson, CMC
21 City Clerk
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ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SUISUN CITY, CALIFORNIA, AMENDING SECTIONS 8.12.070
(GENERALLY – DEFINITIONS) AND 8.12.080 (GENERALLY – ACTS
DECLARED TO BE NUISANCES) OF CHAPTER 8.12 (PUBLIC
NUISANCES) OF TITLE 8 (HEALTH AND SAFETY), AND
AMENDING SECTION 15.04.075 (CONSTRUCTION WORK HOURS)
OF CHAPTER 15.04 (PERMITS – UNIFORM CODES) OF TITLE 15
(BUILDINGS AND CONSTRUCTION) OF THE SUISUN CITY
MUNICIPAL CODE TO IMPLEMENT NOISE REGULATIONS**

WHEREAS, the City of Suisun City (City) has the authority to legislate to protect the health, safety, and welfare of its residents and visitors pursuant to its police power; and

WHEREAS, the City has received an increased number of complaints about loud and annoying noises in the City; and

WHEREAS, the City Council of the City of Suisun City finds that these loud and annoying noises have disturbed the quiet enjoyment of residential property in the City; and

WHEREAS, the City Council finds that these noise complaints have resulted from, among other sources, mechanical equipment, amplified noises, drive-thru speakers, construction noise, power tools, landscape activities, alarms, loud parties, etc.; and

WHEREAS, the City has a keen interest in maintaining the City free from noise pollution; and

WHEREAS, the City Council finds that loud and unreasonable noises are a threat to the public peace, health, safety and welfare of the city and its residents; and

WHEREAS, the City Council now desires to amend Sections 8.12.070 (Generally – Definitions) and 8.12.080 (Public Nuisances) of the Suisun City Municipal Code to include a noise ordinance to preserve the public peace, health, and safety; provide City residents and visitors with clear guidance regarding what level of noise is prohibited in the City; and to provide City staff with a clear and effective mechanism to enforce noise regulations. The City Council further wishes to amend Section 15.04.075 (Construction work hours) to provide consistency with the noise ordinance.

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

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

Section 2. Section 8.12.070 (Generally—Definitions) of Chapter 8.12 (Public Nuisances) of Title 8 (Health and Safety) of the Suisun City Municipal Code is amended to add the following definitions.

1 **A-Weighted Sound Level (dBA):** The sound pressure level in decibels as measured
2 on a sound level meter using the A-weighting network. The A-weighted network is the
3 network for measuring sound that most closely resembles what the human ear hears.
4 Sound measured using the A-weighted network is designated dBA.

5 **Commercial Entity:** Any contractor, handyman, landscape contractor or similar paid
6 to perform services.

7 **Construction:** Any building activity that affects the exterior appearance of a structure,
8 including the assembly, erection, alteration, reconstruction, repair, maintenance,
9 demolition or extension of a structure.

10 **Construction equipment:** Any tools, machinery, or equipment used in connection
11 with construction operations.

12 **Cumulative duration:** Refers to time within any one-hour period.

13 **Clearly audible:** A sound that can be heard by any person of average or normal hearing
14 capability.

15 **Decibel (dB):** A unit for measuring the volume of a sound.

16 **Demolition:** Any act or process that destroys (in part or in whole) a structure.

17 **Domestic Power Tools.** Any mechanically, motorized or engine powered device
18 including but not limited to: power saw, sander, drill, grinder, riding lawn mowers,
19 lawn mowers, lawn or garden tool, leaf blower, or similar equipment excluding motor
20 vehicles.

21 **Emergency work:** Work made necessary (1) to restore property to a safe condition
22 following a natural disaster such as an earthquake, fire, flood, public calamity, or other
23 cause or event not within the control of the person undertaking the work, (2) work
24 required to protect persons or property from imminent exposure to injury, danger or
25 damage, or (3) work by public or private utilities when restoring utility service.

26 **Motor vehicle:** Self-propelled vehicle, as defined in the California Vehicle Code, and
27 also including but not limited to, **all-terrain vehicles**, minibikes and go-carts.

28 **Noise:** Any sound which annoys or disturbs a reasonable person of normal sensitivities.

Noise level: Means the same as sound level. The terms may be used interchangeably
herein.

Noise sensitive land use: Locations where there is greater sensitivity to excess noise,
including but not limited to, residences, hospitals, nursing homes, theaters,
auditoriums, churches, meeting halls, schools, libraries, museums, and parks.

Owner: Owner of record of real property, occupant, lessee, or interest holder in same,
as the case may be.

Persistent noise: Constant, fluctuating, or intermittent noise of cumulative duration of
more than 20 minutes, that disturbs a reasonable person beyond the property line of the
noise source. Examples of sources of persistent sound include but are not limited to
dogs barking, amplified sound, power tools, vehicles, and like noises.

Premises: Any real property, or improvements thereon.

1 **Public place:** Any right-of-way, public parks, public property, public parking lots,
public marina.

2 **Sound amplifying equipment.** Any machine or device for the amplification of the
3 human voice, music or any other sound. Sound amplifying equipment as used herein
4 shall not be construed as including standard automobile radio when used and primarily
5 audible only by the occupants of the vehicle in which installed, or warning devices on
authorized emergency vehicles or horns or other warning devices on other vehicles
used only for traffic safety purposes.

6 **Sound level:** The sound pressure level in decibels as measured on a sound level meter
7 using the A-weighting filter network. The A-weighting filter de-emphasizes the very
8 low and very high frequency components of the sound in a manner similar to the
response of the human ear and gives a good correlation with subjective reactions to
noise.

9 **Sound level meter:** An instrument of the measurement of sound including a
10 microphone, amplifier, an attenuator, networks for at least the standardized “A”
11 frequency weighting, and an indicating instrument having at least the standardized
12 dynamic characteristic “fast,” as specified in the American National Standards Institute
Specifications for Sound Level Meters.

13 **Section 3.** Section 8.12.080 (Generally—Acts declared to be nuisances) of Chapter 8.12 (Public
14 Nuisances) of Title 8 (Health and Safety) of the Suisun City Municipal Code is amended to add
subsection S as follows:

15 **S. Noise Regulations.** The following special noise restrictions are hereby established
16 without regard to their sound level impact and may be enforced without the prerequisite of
a sound level measurement.

17 1. **General Noise Regulations**

18 a. It is unlawful for any person to willfully make or continue or permit or cause
19 to be made or continued, any loud, unnecessary, or unusual noise which
20 unreasonably disturbs the peace and quiet of any neighborhood or which
causes discomfort or annoyance to any reasonable person of normal
sensitiveness residing in the area.

21 The standards which shall be considered in determining whether a violation
of the provisions of this section exists shall include, but not be limited to, the
following:

- 22 i. The volume of the noise;
- 23 ii. The intensity of the noise;
- 24 iii. Whether the nature of the noise is usual or unusual;
- 25 iv. Whether the origin of the noise is natural or unnatural;
- 26 v. The volume and intensity of the background noise, if any;
- 27 vi. The proximity of the noise to residential sleeping facilities;
- 28 vii. The nature and zoning of the area within which the noise emanates;
- viii. The density of the inhabitation of the area within which the noise
emanates;
- ix. The time of the day or night the noise occurs;

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- x. The duration of the noise, including whether its short term or temporary;
 - xi. Whether the noise is produced by a commercial or noncommercial activity.
- b. This section shall be inapplicable to emergency work, vehicles, and personnel.
2. **Specific Prohibitions:** No person shall do, cause, or suffer, or permit to be done on any premises owned, occupied, or controlled by such person, the following activities which are declared prima facie evidence of a violation of this section, but said enumeration shall not be deemed exclusive.
- a. **Auto body repairs** - Repair any auto body unless within a completely enclosed building and the noises from such repairs are reasonably confined to such building.
 - b. **Engine Repair and Testing** - Repair, rebuild, or testing of any engine in a manner that can be heard on neighboring properties between the hours of 9:00 p.m. and 7:00 a.m.
 - c. **Animals** - The keeping of any animal that causes frequent or persistent noise plainly audible by inhabitants or occupants of any adjacent or neighboring residential properties or units, or plainly audible at a distance of 50 feet from any nonresidential building or structure, shall be presumed to disturb the comfort and repose of any person on a nearby property, following regulations of Title 6 Animals; however, nothing in this subsection shall be construed to apply to occasional noises emanating from a legally operated kennel, animal hospital or veterinary clinic, humane society or pound.
 - d. **Generators** – Generators are considered accessory structures in residentially zoned lots and shall meet the setbacks described in Table 18.31.005 (Table of development standards in residential zones) for accessory structures in residential zones. Generators in commercially zoned lots located near noise sensitive land uses must meet the guidelines of section 18.20.080 (Trash and Storage Areas) and meet the setbacks described in Table 18.32.010 (Table of development standards in commercial zones) for enclosed structures for generators in commercial zones, the openings of the structure shall not face noise sensitive zones. Portable generators must meet the setbacks described in Table 18.31.005 (Table of development standards in residential zones) for accessory structures in residential zones, unless manufacturer’s decibel rating is below 70dB (consistent with air conditioning unit).
 - e. **Domestic power tools.** Operating or permitting the operation of any domestic power tools, small power equipment, or similar device used in residential areas between the hours of 9:00 p.m. and 7:00 a.m. so as to cause noise that can be heard across a residential real property boundary.
 - f. **Sounding horns and signal devices** - The sounding of any horn or signaling device on any automobile, motor vehicle or any other vehicle on any street or public street except as a danger warning; the creation by means of any such signaling device of any unreasonably and unnecessarily loud or harsh sounds; the sounding of any such signaling device for an unnecessarily or unreasonably

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- long period of time; or the use of any horn, whistle or other device operated by engine exhaust
- g. Vehicle noise.**
 - i. Defect in Vehicle or Load. The use of any automobile, motorcycle or other vehicle so out of repair, so loaded or in such manner as to create loud and unnecessary grating, grinding, rattling or other noise.
 - ii. Motor Vehicle Noises. Any loud or annoying noise made by any motor vehicle and not reasonably necessary to the operation thereof under the circumstances, including, but not limited to, noise caused by screeching of tires; racing or accelerating the engine, except in the course of repair or adjustment thereof during nighttime hours; backfiring the engine; or the emission of exhaust from the engine tail pipe or muffler. Vehicles must be maintained in compliance with Sections 27150, 27151, 27200 of the Vehicle Code, 13 CCR 1036, including amendments and successor statutes, and any other relevant state laws and regulations.
 - iii. Large vehicle delivery and loading within 50 feet of residential uses - The loading, unloading, or delivery of goods, merchandise, vehicles or supplies by large trucks, tractor-trailers, or other similar vehicles between the hours of 9:00 p.m. and 7:00 a.m. unless a sound wall or other hours have been allowed through a use permit.
 - h. Musical instruments and sound amplifiers-** Use or operate any musical instrument or any device, machine, apparatus, or instrument for intensification or amplification of the human voice or any sound or noise as follows:
 - i. Use or operate any device, machine, apparatus, or instrument for intensification or amplification of musical instruments, the human voice, or of any other sound in or on a public place without first obtaining a special event permit.
 - ii. Use of any ~~drum~~, **unamplified** musical instrument, or other apparatus that is clearly audible from a distance of 70 feet, upon public places without first obtaining a special event permit.
 - iii. Operate, play, or permit the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier, or similar device, which produces, reproduces, or amplifies sound in any public place such that the noise level disturbs a reasonable person owning, using, or occupying property in the neighborhood between the hours of 9:00 p.m. and 7:00 a.m. This section shall be inapplicable to radio systems operated by FCC licensees in the regular course of business.
 - iv. Use, operate, or play, or permit to be played, used, or operated, of any radio receiving set, musical instrument, audio system, loudspeaker, sound amplifying equipment or other machine or device for the producing or reproducing of sound, which casts sound upon the streets for the purpose of commercial or noncommercial advertising, or attracting the attention of the public to any building, structure or attraction (a) such that the sound therefrom creates noise in a residential area; or (2) on a public right-of-way or public space without first obtaining a special event permit.

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- i. **Explosives, firearms, and similar devices** - The use or firing of explosives, firearms, or similar devices which create impulsive sound so as to cause a noise across a real property boundary or on a public place, except when part of a government-authorized honor guard.
 - j. **Construction or demolition work** – Construction or demolition work not in conformance with Section 15.04.075 (Construction work hours) of this Code.
 - k. **Late night disturbances.** Disturbances of any kind that are plainly audible by inhabitants or occupants of any adjacent or neighboring residential properties or units, or are plainly audible at a distance of 50 feet from a real property boundary, that occur between 9:00 p.m. and 7:00 a.m., shall be prima facie evidence of violation of this subsection.
 - l. **Persistent Noise** not otherwise allowed.
3. **Exemptions:** The following are exempt from the provisions of this ordinance:
- a. Sounds typically associated with residential uses (e.g., children at play, air conditioning and similar equipment in good working order, but not animal and fowl noises in violation of Subsection (2)(c), above).
 - b. Sounds typically associated with property maintenance (e.g., domestic power tools not performed by a commercial entity) provided such activities take place between the hours of 7:00 a.m. and 8:00 p.m.
 - c. Safety, warning, and alarm devices, including house and car alarms, and other warning devices that are designed to protect the health, safety and welfare, provided such devices are not negligently maintained or operated. The sounding of burglar alarms shall not constitute a violation of this section except after 20 minutes of continuous activation. Further, on or after one (1) year from the effective date of this ordinance, no owner of a motor vehicle, dwelling or commercial property shall have in operation an audible burglar alarm therein unless such burglar alarm shall be capable of terminating its operation within 20 minutes of its being activated.
 - d. The sounding of any horn, bell, whistle, siren or other audible warning device which is operated in compliance with Section 7604 of the California Public Utilities Code, or other State or Federal laws governing railroad operations.
 - e. The normal operation of public and private schools typically consisting of classes and other school-sponsored activities, such as school bands and school athletic events.
 - f. Sound or noise associated with emergencies or emergency work, involving the execution of the duties of duly authorized governmental personnel and others providing emergency response to the general public, including but not limited to, sworn peace officers, emergency personnel, utility personnel, and the operation of emergency response vehicles and equipment.
 - g. Tree landscape, and park maintenance activities conducted by the City or a City contractor.
 - h. Any activity related to the construction, development, manufacture, maintenance, testing, or operation of any aircraft engine, or of any weapons system or subsystems which are owned, operated, or under the jurisdiction of the United States.

- i. Any other activity to the extent regulation thereof has been preempted by state or federal law or regulations.
- j. Activities or events whose noise is regulated by a City issued permit with conditions that specify the type of noise and hours permitted to operate, such as but not limited to, a Special Use Permit, Special Event Permit, Special Construction Permit.

4. **Penalties.**

- a. Each day of violation shall be deemed a separate violation. The City's remedies are not mutually exclusive.
- b. Violations of this chapter are deemed public nuisances and may be abated as such.
- c. Violations of this chapter may be punishable as infractions under Chapter 1.08 (General Penalties), and may be subject to administrative fines under Chapter 1.20 (Administrative Citations) of this code.

Section 4. Section 15.04.075 (Construction work hours) of Chapter 15.04 (Permits – Uniform Codes) of Title 15 (Buildings and Construction) of the City of Suisun City Municipal Code is amended to read as follows:

It shall be the responsibility of anyone engaging in construction or demolition work to restrict the hours of work activity on the site as follows.

- A. No construction equipment shall be operated nor any outdoor construction, non-residential projects or repair work shall be permitted within 600 feet from any occupied residence except during the hours of 7:00 a.m. to 8:00 p.m., Monday through Friday, and 8:00 a.m. to 8:00 p.m., on Saturday and Sunday.
- B. Construction work hours on residential projects shall be from 7:00 a.m. to 8:00 p.m.
- C. A request for an exception to the permitted construction hours and days may be granted by the chief building inspector for emergency work, to offset project delays due to inclement weather, for 24-hour construction projects, or other similar occurrences.
- D. City projects determined by the director of public works to be emergencies shall be exempt from these provisions.
- E. For construction work hours for earthwork, trenching, concrete or paving see Section 15.12.320.
- F. Interior work which would not create noise or disturbance noticeable to a reasonable person of normal sensitivity in the surrounding neighborhood shall not be subject to these restrictions.

1 **PASSED, APPROVED, AND ADOPTED** at a regular meeting of the City Council
2 of the City of Suisun City, California, on this _____ 2020.

3
4 _____
Lori D. Wilson, Mayor

5 ATTEST:

6 _____
7 Linda Hobson, CMC
8 City Clerk
9

10 **CERTIFICATION**

11 I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of the City
12 Council of said City, do hereby certify that the above and foregoing ordinance was introduced
13 at a regular meeting of the said City Council held on Tuesday, May 19, 2020 and passed and
14 adopted at a regular meeting of said City Council held on Tuesday, June 2, 2020, by the
15 following vote:

14 **AYES:** Councilmembers:
15 **NOES:** Councilmembers:
16 **ABSENT:** Councilmembers:
17 **ABSTAIN:** Councilmembers:

18 **WITNESS** my hand and the seal of said City this June 2, 2020.

19 _____
20 Linda Hobson, CMC
21 City Clerk
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AGENDA TRANSMITTAL

MEETING DATE: June 2, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___; A Resolution of the City Council of the City of Suisun City, California, Adopting Implementing Regulations for Section 8.12.080 (s) (Generally – Acts Declared to be Nuisances; Noise Regulations).

FISCAL IMPACT: There is no fiscal impact to the City.

STRATEGIC PLAN IMPACT: Enhance Environment.

BACKGROUND: At the May 19, 2020 City Council meeting, a public hearing was held to consider a noise ordinance for the City. Before ultimately introducing the ordinance, the City Council discussed enforcement of the ordinance including “persistent noise.” With the introduction of the ordinance, the City Council directed staff to come back with a resolution clearly specifying implementing regulations for the ordinance.

STAFF REPORT: Staff and the City Attorney’s Office worked on creating a resolution which would provide the Suisun City Police Department clear language in implementing the ordinance. This is included as Exhibit A of the attached resolution.

In addition to specifying particular sources of noise that are presumed to be annoying, the ordinance includes language that allows enforcement of the ordinance in circumstances that were not imagined while drafting it. Below are some examples:

- Prohibition against persistent noises.
- Catch-all prohibitions against annoying and persistent noise that disturb people of ordinary sensibilities.
- Performances in public places.

Staff feels that with the adoption of the attached resolution, implementation of the Noise Ordinance will be a lot clearer and enforceable.

RECOMMENDATION: It is recommended that the City Council adopt:

1. Resolution No. 2020-___; A Resolution of the City Council of the City of Suisun City, California, adopting Implementing Regulations for Section 8.12.080 (s) (Generally – Acts Declared to be Nuisances; Noise Regulations).

ATTACHMENTS:

1. Resolution No. 2020-___; A Resolution of the City Council of the City of Suisun City, California, adopting Implementing Regulations for Section 8.12.080 (s) (Generally – Acts Declared to be Nuisances; Noise Regulations).
2. PowerPoint Presentation

PREPARED BY:

John Kearns, Senior Planner

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

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RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, ADOPTING IMPLEMENTING REGULATIONS FOR SECTION 8.12.080(S) (GENERALLY – ACTS DECLARED TO BE NUISANCES; NOISE REGULATIONS)

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WHEREAS, on June 2, 2020, the City Council adopted Ordinance No.____, adding Subsection (S) to Section 8.12.070, relating to noise regulations.

WHEREAS, the City Council wishes to adopt implementing regulations relating to the new noise ordinance to ensure clarity for compliance and enforcement. These regulations may be updated from time to time.

WHEREAS, all requirements of applicable law have been satisfied with respect to the procedural requirements for adoption of the proposed fees contemplated by this Resolution.

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

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

Section 2. Section 8.12.080(S) will be enforced in accordance with the implementing regulations, attached as Exhibit A, and incorporated by reference.

Section3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution or any part hereof is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portion of this Resolution or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared invalid or unconstitutional.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED as a Resolution at a regular meeting of the City Council of the City of Suisun City, California, on this 2nd day of June, 2020.

Lori D. Wilson
Mayor

CERTIFICATION

I, Linda Hobson, City Clerk of the City of Suisun City, California, do hereby certify that the foregoing was adopted by the City Council of the City of Suisun City at a regular meeting held on the 2nd day of June, 2020, by the following vote:

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

WITNESS my hand and the seal of said City this 2nd day of June, 2020.

Linda Hobson, CMC
City Clerk

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EXHIBIT A – NOISE ORDINANCE IMPLEMENTING REGULATIONS

The intent of the noise ordinance is to provide the City with enforcement tools to curb unreasonably loud noises, with the understanding that we live in an urban environment within neighborhoods, and that expecting no noise from our neighbors is not reasonable. Because of this, a noise ordinance must be drafted in a way that provides flexibility; what is a reasonable noise at a certain hour of the day may not be during the night, and what may be reasonable in a particular neighborhood may not be in another. Without such flexibility, a noise ordinance is likely to lead to absurd results. The ordinance attempts to make allowance for these differences. These implementing regulations are intended to clarify further the intent of the ordinance, and to provide examples of what is and is not permitted so as to provide some guidance to residents and visitors to the City, as well as to law enforcement.

In addition to specifying particular sources of noise that are presumed to be annoying, the ordinance includes language that allows enforcement of the ordinance in circumstances that were not imagined while drafting it. Below are some examples:

I. How you can help

As mentioned above, the ordinance includes flexible language to allow for different situations. However, this means that sometimes enforcement will be challenging, especially in cases of intermittent persistent noises. Violations of the ordinance may result in the issuance of infraction cites (the equivalent of most traffic tickets) or administration cites (civil fines). These violations can be sustained only with direct evidence, such as an eyewitness.

Residents can assist in the enforcement of this ordinance by keeping a detailed log of the noise you are hearing, and when/for how long. For example, if the complaint is for a barking dog, keep a log of every time the dog barks (date and time) and for how long. Residents testimony will be the basis of a citizen's arrest for an infraction citation or the basis for a finding of violation pursuant to an administrative citation. (Please note, do not conduct a citizen's arrest without the assistance of a police officer.)

Irrespective of the type of enforcement, personal testimony will be necessary!

II. Prohibition against persistent noises.

Persistent noises are generally, prohibited but there are exceptions. A persistent noise is a constant, fluctuating, or intermittent noise of cumulative duration of more than 20 minutes, that disturbs a reasonable person beyond the property line of the noise source.

Examples of sources of unlawful persistent noise include, but are not limited to, 20 minutes or more of:

- Animal noises, such as dogs barking or bird calls, amplified sound, and vehicles revving their engines at any time.
- Domestic power tools between the hours of 9:00 p.m. and 7:00 a.m.
- Construction noise between the hours of 9:00 p.m. and 7:00 a.m.

- Delivery trucks that make deliveries between the hours of 9:00 p.m. and 7:00 a.m.

Persistent noises that are allowed include noise generated by:

- Construction, delivery trucks, domestic power tools during the hours of 7:00 a.m. and 9:00 p.m.
- Emergency work, vehicles, and personnel, at any hour. For example, the noise generated to put out a fire, or to repair a burst water main is permitted at all hours.

III. **Catch-all prohibitions against annoying and persistent noise that disturb people of ordinary sensibilities**

Section 8.12.020(S)(1) prohibits unreasonable noise. This catch-all section also allows for flexibility depending on the source of the noise, the time of day, and other relevant circumstances. The reasonableness of the noise is determined by one or more of the following: (i.) The volume of the noise; (ii.) The intensity of the noise; (iii.) Whether the nature of the noise is usual or unusual; (iv.) Whether the origin of the noise is natural or unnatural; (v.) The volume and intensity of the background noise, if any; (vi.) The proximity of the noise to residential sleeping facilities; (vii.) The nature and zoning of the area within which the noise emanates; (viii.) The density of the inhabitation of the area within which the noise emanates; (ix.) The time of the day or night the noise occurs; (x.) The duration of the noise, including whether its short term or temporary; (xi.) Whether the noise is produced by a commercial or noncommercial activity.

What does all this mean? It means that residents and visitors, as well as law enforcement, must exercise some discretion and common sense. This catch-all prohibition against unreasonable noises will be used in situations that do not cleanly fall under the listed prohibited noises, but that could be disturbing neighbors.

Some examples include, but are not limited to:

- A noisy house party may generate a reasonable amount of noise on a Saturday night at 11:00 p.m. but the same party at the same time on a Tuesday evening, or at 1:00 a.m. the same night may not be reasonable.
- A neighbor building a tree house during the afternoon may be a reasonable noise, but the same activity at 3:00 a.m. might not be.
- A block party on a weekend day may be reasonable, but a block party generating the same amount of noise outside a hospital may not be.

IV. **Performances in public places.**

Section 8.12.080(S)(2)(h) limits the sound that can be played without obtaining a permit, using musical instruments and sound amplifiers. The intent of this subsection is to strike a balance between allowing people to play radios, instruments, etc. in public places and making

sure that other visitors can enjoy the same public places without having their conversations and other activities drowned out.

Some examples of permitted conduct include, but are not limited to:

- Playing musical instruments without the use of an amplifier. For example, an individual or small group of people who are doing a performance without the use of sound amplification, such as playing instruments and/or singing, or reciting poetry or a monologue. Another example would be individuals or groups that gather informally and play the radio or who are singing or strumming guitars.
- Playing musical instruments, radios, or other devices that are not clearly audible more than 70 feet away. As a general rule, the playing of any instrument that can be heard 70 feet away will not be in violation of the ordinance if people of ordinary hearing abilities can comfortably hold a conversation at that distance.
- Playing an instrument, radio, or other device at a reasonable volume between the hours of 9:00 pm and 7:00 am. During these hours, the device should not be heard across a residential property line.

Some examples of conduct that is not permitted or that requires a permit include, but are not limited to:

- Playing instruments or any other device so that the sound prevents people of ordinary hearing from holding conversations at 70 feet away.
- The playing of instruments or use of the human voice using an amplification device that increases the range of the instruments or voice electronically. For example, someone playing an electric guitar with an amp, or a performance by someone using a microphone and speakers.
- Playing of any instrument or device between the hours of 9:00 p.m. and 7:00 a.m. that can be heard across a nearby residential property line.

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Noise Ordinance Implementation

City Council Meeting

June 2, 2020



Background

- City Council Introduced Noise Ordinance on May 19, 2020.
- Adoption of Noise Ordinance agendized for June 2, 2020.
- During public hearing there was discussion regarding enforcement of the ordinance.
- City Attorney suggested adoption of a resolution to clarify.



Implementing Regulations

- Development of “Implementing Regulations” with City Attorney.
- Information how the public can help.
- Prohibition against persistent noises.
- Catch-all prohibitions against annoying and persistent noise that disturb people of ordinary sensibilities.
- Performances in public places.



Staff Recommendation

It is recommended that the City Council adopt:

³² Resolution No. 2020-___; A Resolution of the City Council of the City of Suisun City, California, adopting Implementing Regulations for Section 8.12.080 (s) (Generally – Acts Declared to be Nuisances; Noise Regulations).

AGENDA TRANSMITTAL

MEETING DATE: June 2, 2020

CITY AGENDA ITEM: Council Adoption of Resolution No. 2020-___: Authorize Payment in the Amount of \$39,130.75 to Hi-Tech Emergency Vehicle Service, Inc. for Required Ladder and Pump Testing for Ladder Truck 47.

FISCAL IMPACT: Annual apparatus maintenance is a regular expense included in the Fiscal Year 2019-20 budget, which is sufficient to cover the proposed expenditure.

STRATEGIC PLAN: Ensure Public Safety

BACKGROUND: The Fire Department apparatus is required to be tested through National Fire Protection Association (NFPA) standards on an annual basis. While the units are undergoing testing, they are also checked for any mechanical or cosmetic issues. The units are also sent with a list of issues that have been identified by the Fire Department.

STAFF REPORT: The Suisun City Fire Department takes pride in its fire apparatus by maintaining them in proper manufacturer recommended conditions. The Fire Department consistently strives to be good stewards of the public funds by doing the NFPA required annual maintenance and daily vehicle inspections, the Fire Department is able to lower vehicle maintenance costs considerably by identifying problems before they become larger and more expensive issues. Beyond the need to be good stewards of the city finances and NFPA requirements for fire service apparatus, the Fire Department does the annual required maintenance for firefighter safety and liability mitigation.

This year the annual maintenance for the Suisun City Fire Department Ladder Truck totaled \$39,730.75. The ladder truck is an expensive apparatus that has a 100-foot ladder mounted on the top side of the apparatus. This apparatus is necessary due to the commercial structures that exist in Suisun City and the four-story hotels in the city that require ladder access for rescues. The typical cost for a new ladder truck is over 1.2 million dollars. The current Suisun City ladder truck is a 2008 Ferrara with 27,602 miles. As stated by the consultant from Fitch and Associates, who conducted the needs assessment, apparatus after ten years begin to sharply decrease in value while having higher repair costs due to the limited availability of parts and difficulty of service for older custom-built fire apparatus.

Suisun City Ladder Truck 47 was used extensively in 2019. This unit was critical for the Athenian Grill Fire, Main Street Fire, and the large residential fire on Klamath Drive. Without the use of the ladder truck in all three fires, the fire loss would have been much greater. This year's annual maintenance covered three areas: NFPA 1914-Standard for testing Aerial Devices; NFPA 1901-Standard for Automotive Fire Apparatus; and NFPA 1911-Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles.

PREPARED BY:
REVIEWED AND APPROVED BY:

Justin Vincent, Fire Chief
 Greg Folsom, City Manager

With the extended usage of Truck 47 this year and the age of the apparatus, the cost for maintenance was increased upon mechanical inspection. In particular, the ladder testing revealed cracks in the ladder that had to be fixed, lighting that was inoperable, cracks in several welds, leaks in air actuated cylinders, and rotting and failing seals. The fire pump test ensured that the pump was still able to provide the rated gallons per minute (GPM) of water delivery, but it did also identify an air leak under the pump. Lastly, the annual maintenance revealed an air leak in the breathing system, lift cylinder leaks, an exhaust leak, water leak in the cab, oil leak in front of the engine, leak at the power steering pump, foot pedal air horn inoperable, front scene lighting inoperable, batteries needed to be replaced, PTO driveline yoke loose on the shaft at the PTO, and a few other small age related repairs.

As this apparatus is required for insurance for the four-story buildings in Suisun City and the ability to effectively battle commercial fires in the city, the Fire Chief immediately authorized the repairs to ensure firefighter and public safety. The ladder truck has been placed back in service and is available to protect the city. Since its return, it has been key for successful outcomes at two separate fires at the Sunset shopping center that required roof access in the last three months.

STAFF RECOMMENDATION: It is recommended that the City Council: authorize the payment in the amount of \$39,130.75 and adopt Resolution No. 2020-___: Authorize Payment in the Amount of \$39,130.75 to Hi-Tech Emergency Vehicle Service, Inc. for Required Ladder and Pump Testing for Ladder Truck 47.

ATTACHMENTS:

1. Resolution No. 2020-___: Authorize Payment in the Amount of \$39,130.75 to Hi-Tech Emergency Vehicle Service, Inc. for Required Ladder and Pump Testing for Ladder Truck 47.
2. Hi-Tech EVS Invoices

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY TO
AUTHORIZE PAYMENT IN THE AMOUNT OF \$39,130.75 TO HI-TECH
EMERGENCY VEHICLE SERVICE, INC. FOR REQUIRED LADDER AND PUMP
TESTING FOR LADDER TRUCK 47**

WHEREAS, Hi-Tech Emergency Vehicle Services, Inc., has been providing mechanical repairs and service to the Fire Department for the last 3 years, since the purchase of Engine 47; and

WHEREAS, each year all the of the apparatus are sent to Hi-Tech for the annual maintenance, National Fire Protection Association (NFPA) required testing, and repairs; and

WHEREAS, the NFPA required inspection of Truck 47's ladder exposed cracks and other items needing immediate repair in addition to the normal wear and tear repairs completed each year; and

NOW, THEREFORE, be it here resolved by the City Council of Suisun City authorizes the payment in the amount of \$39,130.75 to Hi-Tech EVS for the repairs and NFPA required ladder and pump testing for Truck 47.

PASSED AND ADOPTED at a regular meeting of said City Council held on Tuesday, the 2nd day of June 2020 by the following vote:

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

WITNESS my hand and the seal of said City this 2nd day of June 2020.

Donna Pock, CMC
Deputy City Clerk

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Invoice

Hi-Tech EVS, Inc.
PO Box 1616
Oakdale, CA, 95361-1616
US
Phone: (209) 847-3042
Fax: (209) 847-2110

Date May 7, 2020	Page 1
Invoice Number 167293	
Customer Number 11239	

Sold To:

Suisun City Fire Department
621 Pintail Dr
Suisun City, CA 94585-2100
US

Ship To:

Suisun City Fire Department
621 Pintail Dr
Suisun City, CA 94585-2100
US

Order No. 164865	Order Date Apr 2, 2020	Job Number 13540	Salesperson BENR	PO Number	Ship Via	Terms Net Due in 30 days
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Qty. Ord.	Qty. B/O	Item #	Description	Unit Price	UOM	Extended Price
1.00	0.00	1801	LADDER SERVICE PARTS	165.80	EACH	165.80
1.00	0.00	1345	LADDER SERVICE *****	2,334.20	EACH	2,334.20
1.00	0.00	1350	LADDER CERTIFICATION ***** FERRARA LADDER S/N: H3665 UNIT: T47 MILEAGE: 27264 HR METER: 2343	825.00	EACH	825.00

Comments: ** Thank you for your Business **	Subtotal	3,325.00
	Total sales tax	13.89
	Total amount	3,338.89
	Amount due	3,338.89

BALANCES PAST DUE WILL BE SUBJECT TO A MINIMUM FINANCE CHARGE OF 18% PER ANNUM. OR 1 1/2% PER MONTH

Invoice

Hi-Tech EVS, Inc.
PO Box 1616
Oakdale, CA, 95361-1616
US
Phone: (209) 847-3042
Fax: (209) 847-2110

Date May 7, 2020	Page 1
Invoice Number 167294	
Customer Number 11239	

Sold To:

Suisun City Fire Department
621 Pintail Dr
Suisun City, CA 94585-2100
US

Ship To:

Suisun City Fire Department
621 Pintail Dr
Suisun City, CA 94585-2100
US

Order No. 164919	Order Date Apr 8, 2020	Job Number 13541	Salesperson BENR	PO Number	Ship Via	Terms Net Due in 30 days
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Qty. Ord.	Qty. B/O	Item #	Description	Unit Price	UOM	Extended Price
1.00	0.00	1801	"B" SERVICE PARTS	1,394.25	EACH	1,394.25
1.00	0.00	1201	"B" SERVICE LABOR	2,081.75	EACH	2,081.75
1.00	0.00	1320	HAZMAT DISPOSAL FEE ***** FERRARA LADDER S/N: H3665 UNIT: T47 MILEAGE: 27264 HR METER: 2343	50.00	EACH	50.00

Comments: ** Thank you for your Business **	Subtotal	3,526.00
	Total sales tax	116.77
	Total amount	3,642.77
	Amount due	3,642.77

BALANCES PAST DUE WILL BE SUBJECT TO A MINIMUM FINANCE CHARGE OF 18% PER ANNUM. OR 1 1/2% PER MONTH

Order Confirmation

Date

May 8, 2020

Order Number

165233

Hi-Tech EVS, Inc.

PO Box 1616

Oakdale, CA 95361-1616

Phone: (209) 847-3042

Sold To:

Suisun City Fire Department
621 Pintail Dr
Suisun City, CA 94585-2100
US

Ship To:

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621 Pintail Dr
Suisun City, CA 94585-2100
US

Job number	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
13542		11239	BENR	May 8, 2020		1

Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
1.0000	1801	TDA/R230070 TIE ROD END	68.71	EACH	68.71
1.0000	1306	SHIPPING & HANDLING	6.83	EACH	6.83
1.5000	1340	LABOR	130.00	HOUR	195.00
		<i>REAR JOINT ON RIGHT SIDE STEERING ASSIST ARM HAS TORN BOOT. REMOVED TIE ROD. INSTALLED TIE ROD. MEASURED OLD ONE COMING OUT. INSTALLED NEW ACCORDINGLY.</i>			

504.000	611205-1	#6 AEROQUIP MATCHMATE PLUS HOSE	0.850000	Inch	428.40
2.0000	611245-1	#6 FJIC x #6 HOSE MATCHMATE PLUS FITTING	9.31	Each	18.62
2.0000	611340-1	1AA6FJA6 45deg #6FJIC X #6 MATCHMATE PLUS	33.44	EACH	66.88
1.0000	611257-1	#16 FJIC x #16 HOSE MATCHMATE PLUS FITTING	41.00	Each	41.00
1.0000	611360-1	1AA16FJA16 45deg #16FJIC X #16 MATCHMATE PLUS	84.67	EACH	84.67
24.0000	611217-1	#16 AEROQUIP MATCHMATE PLUS HOSE	1.21	INCH	29.04
1.0000	1801	568-364 ORING	4.25	EACH	4.25
1.0000	1801	568-439 ORING	4.43	EACH	4.43
1.0000	1801	568-331 ORING	1.37	EACH	1.37
1.0000	1801	U25-4.00-56B U-PACK	28.12	EACH	28.12
13.2000	1340	LABOR	130.00	HOUR	1,716.00
		<i>LF, RF RR OUTRIGGER EXT CYLINDER LINES ARE WEATHER CRACKING; REMOVED, FAB AND REINSTALLED NEW HYD LINES FOR LEFT FRONT AND RIGHT REAR EXT CYLINDER ON OUTRIGGER. RIGHT FRONT OUTRIGGER HOSE IS GOOD. REMOVED, FAB & INSTALLED NEW HOSE FROM HIGH PRESSURE FILTER TO HYD MANIFOLD BLOWER.</i>			

2.0000	110055-1	BULB #1156	4.37	EACH	8.74
0.5000	1340	LABOR	130.00	HOUR	65.00
		<i>RIGHT FRONT OUTRIGGER WORK LIGHT IS INOP:</i>			

Order confirmation continued on next page ...

Order Confirmation

Date
May 8, 2020

Order Number
165233

Hi-Tech EVS, Inc.

PO Box 1616

Oakdale, CA 95361-1616

Phone: (209) 847-3042

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Job number	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
13542		11239	BENR	May 8, 2020		1

Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
1.0000	300025-1	ALSO NOTICED THAT LEFT FRONT OUTRIGGER WAS INOP. REMOVED LENSES ON BOTH LIGHTS. EACH LIGHT HAD BURNT OUT BULBS. R/R BULBS. *****			
2.5000	1340	PR-4 PROTECTION VALVE 286500 LABOR	121.51 130.00	EACH HOUR	121.51 325.00
1.0000	1340	EACH TANK DRAINED FRONT TANK TO 60 PSI: INSPECTED SYSTEM, FOUND PRESSURE PROTECTION VALVE ON REAR TANK TO BE LEAKING PAST 95 PSI. INSTALLED NEW, AIRED UP DRAINED REAR TANK. FRONT TANK STAYS ABOVE 90 PSI. ***** LABOR	130.00	HOUR	130.00
0.0000	1340	AIR LEAK FROM BREATHING AIR SYSTEM HIGH SIDE: RESEALED FITTINGS. ***** LABOR	130.00	HOUR	0.00
4.0000	1801	740-2178 SHV CABL STL 5-11/16X7/16	280.00	EACH	1,120.00
4.0000	1801	740-2169 SHV CABLE STL 4-7/8X3/8	257.77	EACH	1,031.08
1.0000	1306	SHIPPING & HANDLING	168.96	EACH	168.96
8.0000	1801	740-2177 SHV CABLE STL 8-1/8X5/8	422.23	EACH	3,377.84
4.0000	1801	740-1165 SHV CABLE 6-1/2ODX1-1/2IDX1/2 C	422.23	EACH	1,688.92
1.0000	1801	740-2913 KIT SEAL VWAY REPLACEMENT	133.99	EACH	133.99
1.0000	1801	PL-10060 KIT REPLAC PYROLITE EBOW 5"	147.67	EACH	147.67
1.0000	1801	PL-10057 KIT REPLAC PYROLITE ELBOW 4"	143.65	EACH	143.65
1.0000	1306	SHIPPING & HANDLING	629.33	EACH	629.33
Order confirmation continued on next page ...					

Order Confirmation

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13542		11239	BENR	May 8, 2020		1

Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
23.0000	1340	LABOR SEVERAL SHEAVE WHEELS ARE RUBBING ON THE MOUNTING BOSS OR HAVE PLAY: REMOVED AND INSTALLED BAD SHEAVE WHEELS. *****	130.00	HOUR	2,990.00
0.0000	1340	LABOR CRACKED WELDS: NO PROBLEM FOUND. *****	130.00	HOUR	0.00
0.3000	1340	LABOR COLLINS LIGHTS ON BASKET ARE LOOSE: TIGHTENED HARDWARE. *****	130.00	HOUR	39.00
8.5000	1340	LABOR LEFT LIFT CYLINDER LEAKING: REBUILT. *****	130.00	HOUR	1,105.00
7.0000	1340	LABOR REPLACED ALL SEALS IN WATERWAY. SEE PARTS UNDER SHEAVE WHEEL REPAIR. *****	130.00	HOUR	910.00
6.0000	1340	LABOR ADJUSTED CABLES, REPLACED GREASE VERTS IN SHEAVE PINS, PRESSURE TESTED WATERWAY 250 PSI OK. *****	130.00	HOUR	780.00
2.5000	1340	LABOR TOP OF HANDRAIL LEFT SIDE FLY SECT SCRAPED: SANDED, MASKED OFF LADDER & PAINT. *****	130.00	HOUR	325.00
0.6000	1340	LABOR BUMPER ON BASKET IS LOOSE: ADDED HARDWARE. *****	130.00	HOUR	78.00
Order confirmation continued on next page ...					

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13542		11239	BENR	May 8, 2020		1

Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
0.4000	1340	LABOR <i>HOLD DOWN FOR ENGINE OIL DIP STICK POPS UP: EPOXIED COLLAR ON.</i> *****	130.00	HOUR	52.00
5.0000	140056-1	HYDRAULIC FLUID AW32	16.91	GALLON	84.55
8.5000	1340	LABOR <i>LEFT SIDE LIFT CYLINDER LEAKS: REBUILT LEFT SIDE LIFT CYLINDER. STEAM CLEANED TURN TABLE AREA. TOPPED OFF HYD OIL. TOUCHED UP PAINT ON LIFT CYLINDER.</i> ***** <i>FERRARA LADDER S/N: H3665 UNIT: T47 MILEAGE: 27264 HR METER: 2343</i>	130.00	HOUR	1,105.00
Comments:			Order Discount		0.00
** Thank you for your Business **			Subtotal		19,253.56
			Total sales tax		790.50
			Total order		20,044.06

Order Confirmation	
Date	May 8, 2020
Order Number	165234

Hi-Tech EVS, Inc.

PO Box 1616

Oakdale, CA 95361-1616

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US

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Job number	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
13542		11239	BENR	May 8, 2020		1

Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
1.0000	1365	PUMP TEST *****	295.00	EACH	295.00
1.0000	700130-1	VPS POWER SHIFT REPAIR KIT 546-0370-53-0	44.09	EACH	44.09
1.0000	700120-1	VPS CYLINDER 007-0080-03	160.32	EACH	160.32
1.0000	700128-1	073-0021-01 SPLIT SHAFT VPS PISTON	76.25	EACH	76.25
1.0000	140055-1	80/90 WEIGHT GEAR OIL	38.33	GALLON	38.33
4.0000	1340	LABOR <i>AIR LEAK UNDER PUMP AREA: PUMP SHIFT WAS LEAKING OUT OF STEM. REMOVED COVER AND FOUND FULL OF OIL. DRAINED GEAR BOX PULLED OUT PUMP SHIFT CYLINDER. FOUND PISTON AND CYLINDER BOTH SCARRED UP. REPLACED AND INSTALLED NEW GASKETS AND O-RINGS. PUT TOGETHER, TOPPED OFF GEAR BOX, CHECKED FOR LEAKS.</i> *****	130.00	HOUR	520.00
1.0000	1801	S264PMT-6 FITTING	15.39	EACH	15.39
3.2000	1340	LABOR <i>AIR LEAK: HEARD AIR LEAK ABOVE REAR AXLES. 3 WAY FITTING WAS LEAKING. CUT BACK HOSE BUT STILL LEAKS. INSTALLED NEW 3 WAY FITTING. CUT BACK ALL 3 HOSES, AIRED UP SYSTEM AND NO MORE LEAKS.</i> *****	130.00	HOUR	416.00
1.0000	1385	OPACITY TEST *****	75.00	EACH	75.00
2.3000	1340	LABOR <i>EXHAUST LEAK: AS PER PICTURES, TIGHTENED UP BOTH CLAMPS, ONE SEALED AND THE OTHER KEPT LEAKING. REMOVED CLAMP AND MODIFIED SO IT WOULD FULLY TIGHTEN UP. ALSO NOTICED CENTER SECTION WAS INSTALLED INCORRECTLY. ONCE INSTALLED TIGHTENED UP CLAMP WITH TRUCK RUNNING TO</i>	130.00	HOUR	299.00
Order confirmation continued on next page ...					

Order Confirmation

Date
May 8, 2020

Order Number
165234

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13542		11239	BENR	May 8, 2020		1

Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
5.3000	1340	<p>MAKE SURE LEAK WAS GONE. NO EXHAUST LEAKS FOUND. *****</p> <p>LABOR</p> <p>WATER LEAK IN CAB: REMOVED FRONT HEADLINER PANEL FOR INSPECTION. CHECKED FOR LEAKS, NO LEAKS FOUND. CENTER MARKER LIGHT WAS SEEPING WATER, SILICONED AND RECHECKED. NO LEAKS. INSTALLED HEADBOARD BACK AS IT WAS. *****</p>	130.00	HOUR	689.00
1.0000	1380	<p>SUBLET PARTS</p> <p>6 LBS 134A FREON MISC FITTING, COMPRESSOR OIL, NITROGEN</p>	286.67	EACH	286.67
1.0000	1385	<p>SUBLET LABOR</p> <p>PUT GAUGES ON SYSTEM. NO FREON IN SYSTEM. PUT NITROGEN AND 22 IN THE SYSTEM TO FIND LEAK. IT WAS LEAKING ON THE FITTING THAT GOES UP TO THE HIGH SIDE OF THE COMPRESSOR. TOOK FITTING OFF OF COMPRESSOR. CUT THE FITTING OFF OF THE HOSE. WELDED UP A NEW FITTING. PRESSED A NEW COLLAR ON THE FITTING. ADDED COMPRESSOR OIL TO COMPRESSOR. LEAK CHECKED SYSTEM WITH FREON AND NITROGEN. NO MORE LEAKS FOUND. EVACUATED SYSTEM. PUT 4 LBS FREON IN SYSTEM. SPLIT SYSTEM WITH 2 EVAPORATORS. BACK EVAPORATOR IS WORKING GOOD, FRONT ONE IS TURNING OFF ON HIGHT HEAD PRESSURE. THIS SYSTEM ALSO HAS 2 COMPRESSORS. RECOVERED THE FREON OUT OF THE FRONT SYSTEM. HI-TECH TO GET A NEW DRYER. RETURNED AFTER HI-TECH REPAIR. PUT GAUGES</p>	1,150.00	EACH	1,150.00
Order confirmation continued on next page ...					

Order Confirmation

Date

May 8, 2020

Order Number

165234

Hi-Tech EVS, Inc.

PO Box 1616

Oakdale, CA 95361-1616

Phone: (209) 847-3042

Sold To:

Suisun City Fire Department
621 Pintail Dr
Suisun City, CA 94585-2100
US

Ship To:

Suisun City Fire Department
621 Pintail Dr
Suisun City, CA 94585-2100
US

Job number	PO Number	Customer No.	Salesperson	Order Date	Ship Via	Terms
13542		11239	BENR	May 8, 2020		1

Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
		<i>ON SYSTEM. PUT NITROGEN AND FREON IN SYSTEM. FOUND NO LEAKS. EVACUATED SYSTEM AND ADDED 4 LBS FREON TO SYSTEM. SYSTEM IS WORKING.</i> *****			
10.0000	1801	75530 MICRO RELAY M3 12V SPST 30A	6.33	EACH	63.30
1.0000	1306	SHIPPING & HANDLING	44.68	EACH	44.68
1.0000	1801	070 74R2537 RECEIVER DRYER	31.13	EACH	31.13
9.2000	1340	LABOR <i>A/C NOT BLOWING COOL AIR: INSPECTED AC SYSTEM, FRONT SYSTEM IS DRAINED TO NOTHING, REAR SYSTEM DOES NOT KICK ON. INSPECTED RELAYS AND REPLACED ONE RELAY. ALSO CHECKED TO SEE IF HEATER SHUT OFF WAS WORKING PROPERLY. INSTALLED NEW DRYER FOR FRONT AC SYSTEM. WENT THROUGH ELECTRICAL SYSTEM AND FOUND FUSE NOT IN PLACE. ALSO FOUND WIRES CUT TO THAT FUSE LABELED AC 1.</i> *****	130.00	HOUR	1,196.00
3.4000	1340	LABOR <i>OIL LEAK IN FRONT OF ENGINE: INSPECTED AND FOUND OIL LEAK COMING FROM POWER STEERING PUMP. FITTING SUPPLYING GEARBOX WAS LOOSE. TIGHTENED WHICH STOPPED LEAK. FRONT OF BLOCK WAS CLEANED WELL. INSPECTED FOR LEAKS, NO LEAKS FOUND.</i> *****	130.00	HOUR	442.00
0.4000	1340	LABOR <i>LEAK AT POWER STEERING PUMP: SUPPLY HOSE LOOSE. TIGHTENED CLAMPS.</i> *****	130.00	HOUR	52.00
0.4000	1340	LABOR <i>RIGHT SIDE CAB LIFT CYLINDER LEAKING:</i>	130.00	HOUR	52.00
Order confirmation continued on next page ...					

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13542		11239	BENR	May 8, 2020		1

Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
		<i>TIGHTENED GLAND NUTS.</i> *****			
1.0000	140055-1	80/90 WEIGHT GEAR OIL	38.33	GALLON	38.33
1.0000	700130-1	VPS POWER SHIFT REPAIR KIT 546-0370-53-0	44.09	EACH	44.09
1.0000	700880-1	THICK INPUT/OUTPUT GASKET 046-5130-01-0	4.31	EACH	4.31
1.0000	700434-1	QHD OIL SEAL 296-2540-00-0	31.56	EACH	31.56
2.0000	1340	LABOR	130.00	HOUR	260.00
		<i>INPUT SEAL LEAKING: DRAINED GEARBOX, DROPPED DRIVELINE, COULD NOT REMOVE INPUT SHAFT WITHOUT TAKING SHIFT CYLINDER OFF. REMOVED/ REPLACED SEAL, REBUILT PUMP SHIFTER AT GEARBOX.</i> *****			
2.5000	1340	LABOR	130.00	HOUR	325.00
		<i>FOOT PEDAL SWITCH FOR AIRHORN INOP: INSPECTED AND FOUND BAD CONNECTION FOR FOOT PEDAL GROUND. TOOK WIRE OFF CONNECTOR AND CONNECTED OUT WITH DIFFERENT CONNECTOR WITH MASTER SWITCH ON. FOOT PEDAL SWITCH WORKS AS IT SHOULD.</i> *****			
0.0000	1340	LABOR	130.00	HOUR	0.00
		<i>RIGHT FRONT GROUND LIGHT INOP: CHECKED AND IT IS WORKING.</i> *****			
2.0000	1801	31899 500 W 45/8" HAL BULB	4.49	EACH	8.98
0.7500	1340	LABOR	130.00	HOUR	97.50
		<i>BOTH FRONT SCENE LIGHTS INOP: CLEANED OUT DRIVER SIDE HOUSING DUE TO SHATTERED BULB. REPLACED BULBS ON BOTH SIDES OF THE TRUCK.</i> *****			
1.0000	140321-1	VENT CAP FOR MONARCH HYD. PUMP P/N:1143	6.40	EACH	6.40
Order confirmation continued on next page ...					

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13542		11239	BENR	May 8, 2020		1

Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
0.2500	1340	LABOR CAP FOR CAB LIFT RESERVOIR IS CROSS THREADED: REPLACED CAP. *****	130.00	HOUR	32.50
6.0000	1801	31-5TJ BATTERY	139.00	EACH	834.00
1.0000	1340	LABOR BATTERIES NEED TO BE REPLACED: REPLACED BATTERIES. *****	130.00	HOUR	130.00
0.2500	1340	LABOR PTO DRIVELINE YOKE LOOSE ON THE SHAFT AT PTO: TIGHTENED SET SCREW. *****	130.00	HOUR	32.50
1.0000	610389-	SILICON HOSE CLAMP 1 1/16" - 2"	5.03	EACH	5.03
0.3000	1340	LABOR HEATER HOSE CLAMP RIGHT REAR OF ENGINE NEEDS TO BE REPLACED: REPLACED CLAMP. *****	130.00	HOUR	39.00
1.0000	1801	800839 CHECK VALVE	32.17	EACH	32.17
3.9000	1340	LABOR BOTH FRONT AND REAR AIR SYSTEMS DRAIN DOWN WHEN DRAINING WET TANK: TRACED AIR LINES FROM WET TANK TO REAR TANK. TROUBLE SHOT AND FOUND BAD DOUBLE CHECK VALVE ON REAR AIR TANK. INSTALLED CHECK VALVE. DRAINED WET TANK AND BOTH TANKS STAY ABOVE 100 PSI. *****	130.00	HOUR	507.00
0.0000	1340	LABOR RIGHT FRONT HUB OIL DIRTY: OIL WAS REPLACED WHEN FRONT KINGPINS WERE DONE.	130.00	HOUR	0.00
Order confirmation continued on next page ...					

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13542		11239	BENR	May 8, 2020		1

Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price

1.0000	1801	5TSMAC 500 TIR SURF MNT KIT CHROME	18.00	EACH	18.00
1.0000	1306	SHIPPING & HANDLING	9.45	EACH	9.45
1.0000	1801	500 TIR/6 LED SYNC RED/RED	98.60	EACH	98.60
1.0000	1801	5TSMAC TIR SURFACE MT KIT CHROM	11.72	EACH	11.72
1.5000	1340	LABOR	130.00	HOUR	195.00
		<i>RIGHT REAR UPPER WARNING LIGHT IS CRACKED. LEFT REAR UPPER WARNING LIGHT BEZEL IS CRACKED. REAR UPPER CENTER WARNING LIGHT BEZEL IS CRACKED: REPLACED 2 LT BEZELS AND 1 LIGHT.</i>			

1.0000	1850	7" VALVE STEM EXTENSION	8.000000	EACH	8.00
1.0000	1380	123587 HAND BENDABLE STEM	11.99	EACH	11.99
1.0000	1385	DISMOUNT & MOUNT--OUTSIDE SPARE & DROP OFF	34.67	EACH	34.67
0.3000	1340	LABOR	130.00	HOUR	39.00
		<i>VALVE EXTENDER FOR INNER TIRE IS MISSING: INSTALLED EXTENDER.</i>			

2.0000	300385-1	330-3009 GASKET FOR HUB CAPS	2.82	EACH	5.64
2.0000	1801	43764 SCOTSEAL	69.86	EACH	139.72
1.0000	1801	KAI K200R KING PIN SET R201482	666.56	EACH	666.56
1.0000	1306	SHIPPING & HANDLING	231.71	EACH	231.71
11.6000	1340	LABOR	130.00	HOUR	1,508.00
		<i>KING PINS HAVE PLAY: REMOVED/CLEANED/REPLACED HUB SEALS, HUB OIL, KING PINS.</i>			

1.0000	1390	TRANSPORT	325.00	EACH	325.00
1.0000	1310	FUEL	165.14	EACH	165.14

		<i>FERRARA LADDER S/N: H3665 UNIT: T47</i>			
Order confirmation continued on next page ...					

Order Confirmation

Date

May 8, 2020

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Job number 13542	PO Number	Customer No. 11239	Salesperson BENR	Order Date May 8, 2020	Ship Via	Terms 1
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Qty. Ord.	Item Number	Description	Unit Price	UOM	Extended Price
		MILEAGE: 27264 HR METER: 2343			

Comments: ** Thank you for your Business **	Order Discount	0.00
	Subtotal	11,842.73
	Total sales tax	262.30
	Total order	12,105.03

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AGENDA TRANSMITTAL

MEETING DATE: June 2, 2020

CITY AGENDA ITEM: Resolution No. 2020___: Authoring the City Manager to Execute a Contract Services Agreement with Superior Building Services for Temporary COVID-19 Janitorial Services for City Facilities.

FISCAL IMPACT: The Janitorial Services Agreement is for additional Janitorial Services. The additional cost of \$4,270 per month will be charged to Building Maintenance department under Contract Services - Janitorial account 010-91425-3350. The department will have to do an account transfer from Major Facilities Repair account 010-93140-3350 to cover this expense.

Staff anticipates that the City will be using this service for four (4) months. This expense qualifies for 75% reimbursement under FEMA guidelines as a qualified expense due to the COVID-19 Pandemic.

STRATEGIC PLAN IMPACT: Ensure Public Safety.

BACKGROUND: On March 12, 2020, the State of California declared a State of Emergency in response to the COVID-19 Pandemic, and on March 18, 2020 Solano County issued a Shelter in Place Order, which closed City facilities to the public. On May 26, 2020, Solano County amended the Shelter in Place Order to allow certain work places and essential services to reopen to the public as long as certain measures are in place to allow for a safe environment.

STAFF REPORT: On May 21, 2020, staff contacted our janitorial contractor, Superior Building Services, to submit a proposal for temporary extra sanitation and cleaning of City facilities to comply with FEMA, CDC, and Solano County Guidelines for reopening. This service would provide extra sanitation and cleaning service during mid-morning and mid-afternoon for City Hall bathrooms, City Hall and Police Department Lobbies, extra cleaning and sanitation at the Fire Department, and extra cleaning at the Burdick Center/EOC.

The established service schedule is as follows:

- City Hall Bathrooms and Lobby– four (4) days per week, morning and afternoon
- Police Department Lobby – four (4) days per week, morning and afternoon
- Fire Station – five (5) days per week, morning
- Burdick Center/EOC – Monday and Thursday

Staff recommends that the City Manager be authorized to execute a month to month contract services agreement for \$4,270 per month with Superior Building Services to perform COVID-19 janitorial services, and to authorize the City Manager to execute Contract Change Orders of up to 20% of the contract value annually for any additional janitorial services if deemed necessary by the City Manager.

PREPARED BY:

Gemma Geluz, Administrative Assistant II

REVIEWED/APPROVED BY:

Greg Folsom, City Manager

RECOMMENDATION: Resolution No. 2020___: Authoring the City Manager to Execute a Contract Services Agreement with Superior Building Services for Temporary COVID-19 Janitorial Services for City Facilities.

ATTACHMENTS:

1. Resolution No. 2020___: Authoring the City Manager to Execute a Contract Services Agreement with Superior Building Services for Temporary COVID-19 Janitorial Services for City Facilities.
2. Request for Proposal – Temporary COVID-19 Cleaning and Contract.
3. Centers for Disease Control Coronavirus Disease 2019 (COVID-19) Cleaning and Disinfection for Community Facilities

RESOLUTION NO. 2020-

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT SERVICES
AGREEMENT WITH SUPERIOR BUILDING SERVICES FOR TEMPORARY
COVID-19 JANITORIAL SERVICES FOR CITY FACILITIES**

WHEREAS, On March 12, 2020, the State of California declared a State of Emergency in response to the COVID-19 Pandemic; and

WHEREAS, On March 18, 2020, Solano County issued a Shelter at Home Order; and

WHEREAS, On September 12, 2018, the City posted a Request for Proposals for janitorial services and Superior Building Services was the lowest responsible bidder; and

WHEREAS, To safely and successfully reopen City Facilities and to comply with the FEMA and CDC Guidelines for Reopening Operations during the COVID-19 Pandemic; and

WHEREAS, Staff has determined that temporary extra sanitation and cleaning of City Facilities is needed to safely open for the public and employees; and

WHEREAS, Staff asked for a quote for these services from Superior Building Services for the Fire Department, Police Department, Burdick Center/EOC, and City Hall; and

WHEREAS, Staff recommends that the City approves this temporary sanitation and cleaning contract; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Suisun City does hereby:

- Authorize the City Manager to execute a temporary month-to-month contract services agreement with Superior Building Services for \$4,270 per month to perform extra janitorial services and authorize the City Manager to annually execute Contract Change Orders for up to 20% of the contract value for any additional janitorial services if deemed necessary by the City Manager.
- Authorize the City Manager to amend the specific facilities where work is being performed as needed.

PASSED AND ADOPTED at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 2nd day of June 2020, 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 2nd day of June 2020.

Linda Hobson, CMC
City Clerk

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**CITY OF SUISUN CITY
CONTRACT SERVICES AGREEMENT FOR
TEMPORARY COVID-19 JANITORIAL SERVICES FOR CITY
FACILITIES**

THIS CONTRACT SERVICES AGREEMENT (herein “Agreement”) is made and entered into on _____, 2020, by and between the CITY OF SUISUN CITY, a municipal corporation (“City”) and SUPERIOR BUILDING SERVICES (herein “Contractor”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Contractor warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Contractor shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the month-to-month contract amount of \$4,720.00 (Four Thousand Seven Hundred Twenty Dollars) per month (“Contract Sum”).

2.2 Invoices. Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within forty five (45) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall

ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect on a month-to-month basis from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Contractor. Terry Leach II is hereby designated as being the representative of Contractor authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Contractor and any authorized agents shall be under the exclusive direction of the representative of Contractor. Contractor shall utilize only competent personnel to perform services pursuant to this Agreement. Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Matthew J. Medill is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. Contractor shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01,

in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers’ compensation insurance. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit “B”.

5.2 General Insurance Requirements.

(a) Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. Insurance certificates and endorsements must be approved by City’s Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(c) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination

of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of contract provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a seven (7) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers

shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from

Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Contractor shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives the City notice of such court order or subpoena.

(c) If Contractor provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify the City should Contractor be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Contractor.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Contractor in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days’ written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be

determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Suisun City, 701 Civic Center Blvd., Suisun City, CA 94585, and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of

address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests"

pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures On The Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF SUISUN CITY, a municipal corporation

Greg Folsom, City Manager

ATTEST:

Linda Hobson, City Clerk

CONTRACTOR:

By: _____
Name: Regina McMurtrie Blanton
Title: CFO

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER _____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____ _____	_____ NUMBER OF PAGES
	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

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	_____ DATE OF DOCUMENT
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

(See Attached Proposal)

SUPERIOR BUILDING SERVICES

1070 Horizon Dr., Suite I
Fairfield, CA 94533

May 26, 2020

City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585

Attention: Gemma Geluz
Reference: Temporary Covid-19 Cleaning – City Hall, Police Department, Fire Station and Burdick

Dear Gemma:

In accordance with our recent conversation, we herewith submit the following proposal.

SERVICES

We will perform temporary Covid-19 cleaning services according to the attached work schedules at the following locations:

City Hall (Mon – Thurs, Mornings and Afternoons)	4 hours per day
Suisun Police Department Lobby (Mon – Thurs, Mornings)	½ hour per day
Fire Station (Mon – Fri, Mornings)	2 hours per day
Burdick Center (Mondays & Thursdays)	1 hour per day

SUPPLIES AND EQUIPMENT

We will furnish cleaning supplies and equipment necessary to perform said services. Suisun City will furnish all consumable products (paper towels, tissue, toilet seat covers, liners, hand soaps, etc.), which can be purchased through SBS if desired.

SUPERVISION

The work performed by our personnel will be properly supervised and you will be assured of satisfactory service.

INSURANCE

Superior Building Services is an equal opportunity employer insured with \$2,000,000 umbrella (maximum protection policy). All of our employees are covered by Worker’s Compensation Insurance and Public Liability and Property Damage Insurance.

City of Suisun City
May 26, 2020
Page Two

COVID-19 PROVISION

Superior asks to be informed immediately if anyone in the building(s) we are cleaning contracts Covid-19. In this case, Superior reserves the right to renegotiate the contract to compensate their employees appropriately based on any necessary prevailing wage and increased personal risk.

VACATIONS AND HOLIDAYS

We allow our employees vacations and holidays in accordance with the general practice in this area. Work performed on holidays, when requested, shall be charged on an overtime basis.

VALUATION

The amounts asked to perform the above – mentioned services are as follows:

4 day per week cleaning at City Hall	\$2,250.00 per month
5 day per week cleaning at the Fire Station	\$1,420.00 per month
2 day per week cleaning at the Burdick Center	\$310.00 per month
4 day per week lobby cleaning at Suisun Police Dept.	\$290.00 per month

CONTRACT TERMS

This agreement, should it become one, is effective on a month to month basis. Either party may terminate it by giving a 7 day written notice of intention to terminate. This agreement may continue as provided, herein on a month to month basis as long as both parties are satisfied until one party gives the other party a 7 day written notice of intention to terminate.

We hope these specifications are satisfactory to you and we thank you for giving us the opportunity to submit our proposal.

Sincerely,

SUPERIOR BUILDING SERVICES, INC.

Regina McMurtrie Blanton, CFO

APPROVED _____

TITLE _____

DATE _____

EFFECTIVE _____

**Suisun City Hall - Lobby, Offices, and Council Chambers
701 Civic Center Blvd., Suisun
May 26, 2020**

Work Schedule

Front Restrooms (Monday – Thurs)

1. Empty trash receptacles and replace liners.
2. Polish all mirrors and fixtures.
3. Sinks, toilets and urinals are to be kept free of scale at all times.
4. Clean all lavatory fixtures with disinfectant solution.
5. Flush all toilets with water and approved germicidal solution.
6. Wash underside and tops of toilet seats with disinfectant solution.
7. Refill soap, towel, tissue and toilet seat cover dispensers.
8. Sweep and mop floors.
9. Wipe down and disinfect door handles, light switches, paper towel handles and other touch points.

Lobby Area (Monday – Thurs)

1. Clean entrance/exit glass doors.
2. Clean and disinfect all counters, water fountains, light switches door handles and common touch points.

Offices/Cubicle Workstations (Monday – Thurs)

1. Wipe down and disinfect door handles, light switches and other common touch points.
2. Wipe down and disinfect coffee nooks, conference tables and any other common use areas.

Breakroom (Monday – Thurs)

1. Empty trash receptacles and replace liners. Wipe down trash cans as needed.
2. Wipe down and disinfect door handles, light switches and other touch points.
3. Wipe down and disinfect the front face and handles of the refrigerator and microwave.
4. Wipe down and disinfect tables and chairs.
5. Clean sink and counter areas.
6. Refill paper towel dispensers.

Note: Service for City Hall and Police Dept. is provided Monday – Thursday, 4 ½ hours per day during the late morning and afternoon, with abreak in between.

**Suisun Police Department
701 Civic Center Blvd., Suisun
May 26, 2020**

Work Schedule

Front Lobby (Monday – Thurs) (30 Minutes)

1. Clean entrance/exit glass doors, inside and out.
2. Clean and disinfect the front counter, any hard surface chairs, arm rests, light switches, door handles and common touch points.
3. Clean any other areas on request if it fits within the 30 minute cleaning period.

CITY OF SUISUN CITY
FIRE STATION AND BURDICK CENTER, SUISUN CITY
MAY 26, 2020

WORK SCHEDULE

RESTROOMS (Monday - Friday)

1. Empty trash receptacles and replace liners.
2. Polish all mirrors and fixtures.
3. Sinks, toilets and urinals are to be kept free of scale at all times.
4. Clean all lavatory fixtures with disinfectant solution.
5. Flush all toilets with water and approved germicidal solution.
6. Wash underside and tops of toilet seats with disinfectant solution.
7. Refill soap, towel, tissue and toilet seat cover dispensers.
8. Sweep and mop floors.
9. Seal floor drains.
10. Wipe down and disinfect door handles, light switches, paper towel handles and other touch points.

BREAKROOM (Monday – Friday)

1. Empty trash receptacles and replace liners. Wipe down trash cans as needed.
2. Clean sink and counter areas.
3. Wipe down and disinfect tables and chairs.
4. Wipe clean cabinet facings.
5. Clean microwaves.
6. Refill paper towel dispensers.
7. Sweep and mop floor.
8. Wipe down and disinfect the front face and handles of any refrigerators.
9. Wipe down and disinfect door handles, light switches and other touch points.

OFFICE AREAS & FRONT LOBBY (Monday – Friday)

1. Clean entrance glass doors.
2. Empty waste receptacles and replace liners when wet or torn.
3. Dust desks, chairs, counters and all other office furniture.
4. Clean and disinfect desktops, counters and conference tables (if cleared off).
5. Wipe down and disinfect door handles, light switches and other touch points.
7. Sweep and mop hard floors. **(Weekly) (Spot Clean Other Days as Needed)**
8. Detail vacuum all carpet. **(Weekly) (Spot Clean Other Days as Needed)**
9. Perform high dusting & remove accessible cobwebs throughout. **(As Needed)**
10. Spot clean the interior partition glass windows. **(As Needed)**

Note: Burdick is only cleaned two days per week.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(Not Applicable)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

LOCATION	COST PER MONTH
City Hall	\$2,250.00
Fire Station	\$1,420.00
Burdick Center / EOC	\$310.00
Police Dept. Lobby	\$290.00

Contract to be paid monthly.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

(See Exhibit A)

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Coronavirus Disease 2019 (COVID-19)

Cleaning and Disinfection for Community Facilities

Interim Recommendations for U.S. Community Facilities with Suspected/Confirmed Coronavirus Disease 2019 (COVID-19)

Summary of Recent Changes

Revisions made on 4/1/2020:

- Added guidance on the timing of disinfection after a suspected/confirmed COVID-19 case

Revisions made on 3/26/2020:

- Updated guidance for cleaning and disinfection of soft (porous) surfaces
- Updated links to EPA-registered disinfectant list
- Added guidance for disinfection of electronics
- Updated core disinfection/cleaning guidance

Background

There is much to learn about the novel coronavirus (SARS-CoV-2) that causes [coronavirus disease 2019 \(COVID-19\)](#). Based on what is currently known about the virus and about similar coronaviruses that cause SARS and MERS, spread from person-to-person happens most frequently among close contacts (within about 6 feet). This type of transmission occurs via respiratory droplets, but disease transmission via infectious aerosols is currently uncertain. Transmission of SARS-CoV-2 to persons from surfaces contaminated with the virus has not been documented. Transmission of coronavirus occurs much more commonly through respiratory droplets than through objects and surfaces, like doorknobs, countertops, keyboards, toys, etc. Current evidence suggests that SARS-CoV-2 may remain viable for hours to days on surfaces made from a variety of materials. Cleaning of visibly dirty surfaces followed by disinfection is a best practice measure for prevention of COVID-19 and other viral respiratory illnesses in community settings.

It is unknown how long the air inside a room occupied by someone with confirmed COVID-19 remains potentially infectious. Facilities will need to consider factors such as the size of the room and the ventilation system design (including flowrate [air changes per hour] and location of supply and exhaust vents) when deciding how long to close off rooms or areas used by ill persons before beginning disinfection. Taking measures to improve ventilation in an area or room where someone was ill or suspected to be ill with COVID-19 will help shorten the time it takes respiratory droplets to be removed from the air.

Purpose

This guidance provides recommendations on the cleaning and disinfection of rooms or areas occupied by those with suspected or with confirmed COVID-19. It is aimed at limiting the survival of SARS-CoV-2 in key environments. These recommendations will be updated if additional information becomes available.

These guidelines are focused on community, non-healthcare facilities such as schools, institutions of higher education, offices, daycare centers, businesses, and community centers that do, and do not, house persons overnight. These guidelines are not meant for [cleaning staff in healthcare facilities](#) or repatriation sites, [households](#), or for others for whom specific guidance already exists.

Definitions

- *Community facilities* such as schools, daycare centers, and businesses comprise most non-healthcare settings that are visited by the general public outside of a household.
- *Cleaning* refers to the removal of dirt and impurities, including germs, from surfaces. Cleaning alone does not kill germs. But by removing the germs, it decreases their number and therefore any risk of spreading infection.
- *Disinfecting* works by using chemicals, for example EPA-registered disinfectants, to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs. But killing germs remaining on a surface after cleaning further reduces any risk of spreading infection.

Cleaning and Disinfection After Persons Suspected/Confirmed to Have COVID-19 Have Been in the Facility

Timing and location of cleaning and disinfection of surfaces

- At a school, daycare center, office, or other facility that **does not house people overnight**:
 - Close off areas visited by the ill persons. Open outside doors and windows and use ventilating fans to increase air circulation in the area. Wait 24 hours or as long as practical before beginning cleaning and disinfection.
 - **Cleaning staff should clean and disinfect all areas such as offices, bathrooms, common areas, shared electronic equipment (like tablets, touch screens, keyboards, remote controls, and ATM machines) used by the ill persons**, focusing especially on frequently touched surfaces.
- At a facility that **does house people overnight**:
 - Follow Interim Guidance for [US Institutions of Higher Education](#) on working with state and local health officials to isolate ill persons and provide temporary housing as needed.
 - Close off areas visited by the ill persons. Open outside doors and windows and use ventilating fans to increase air circulation in the area. Wait 24 hours or as long as practical before beginning cleaning and disinfection.
 - In areas where ill persons are being housed in isolation, follow [Interim Guidance for Environmental Cleaning and Disinfection for U.S. Households with Suspected or Confirmed Coronavirus Disease 2019](#). This includes **focusing on cleaning and disinfecting common areas where staff/others providing services may come into contact with ill persons but reducing cleaning and disinfection of bedrooms/bathrooms used by ill persons to as-needed**.
 - In areas where ill persons have visited or used, continue routine cleaning and disinfection as in this guidance.
- If it has been more than 7 days since the person with suspected/confirmed COVID-19 visited or used the facility, additional cleaning and disinfection is not necessary.

How to Clean and Disinfect

Hard (Non-porous) Surfaces

- If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.
- For disinfection, most common EPA-registered household disinfectants should be effective.

- A list of products that are EPA-approved for use against the virus that causes COVID-19 is available [here](#)  . Follow the manufacturer's instructions for all cleaning and disinfection products for concentration, application method and contact time, etc.

Always read and follow the directions on the label to ensure safe and effective use.

- Wear skin protection and consider eye protection for potential splash hazards
- Ensure adequate ventilation
- Use no more than the amount recommended on the label
- Use water at room temperature for dilution (unless stated otherwise on the label)
- Avoid mixing chemical products
- Label diluted cleaning solutions
- Store and use chemicals out of the reach of children and pets

You should never eat, drink, breathe or inject these products into your body or apply directly to your skin as they can cause serious harm. Do not wipe or bathe pets with these products or any other products that are not approved for animal use.

See [EPA's 6 steps for Safe and Effective Disinfectant Use](#) 

- Additionally, diluted household bleach solutions (at least 1000ppm sodium hypochlorite, or concentration of 5%–6%.) can be used if appropriate for the surface. Follow manufacturer's instructions for application, ensuring a contact time of at least 1 minute, and allowing proper ventilation during and after application. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted. Bleach solutions will be effective for disinfection up to 24 hours.
- Prepare a bleach solution by mixing:
 - 5 tablespoons (1/3 cup) bleach per gallon of room temperature water or
 - 4 teaspoons bleach per quart of room temperature water
- **Cleaning staff and others should clean hands often**, including immediately after removing gloves and after contact with an ill person, by washing hands with soap and water for 20 seconds. If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.

Always read and follow the directions on the label to ensure safe and effective use.

- Keep hand sanitizers away from fire or flame
- For children under six years of age, hand sanitizer should be used with adult supervision
- Always store hand sanitizer out of reach of children and pets

See [FDA's Tips for Safe Sanitizer Use](#)  and [CDC's Hand Sanitizer Use Considerations](#)

- Follow normal preventive actions while at work and home, including cleaning hands and avoiding touching eyes, nose, or mouth with unwashed hands.
 - Additional key times to clean hands include:
 - After blowing one's nose, coughing, or sneezing.

- After using the restroom.
- Before eating or preparing food.
- After contact with animals or pets.
- Before and after providing routine care for another person who needs assistance such as a child.

Soft (Porous) Surfaces

- For soft (porous) surfaces such as carpeted floor, rugs, and drapes, remove visible contamination if present and clean with appropriate cleaners indicated for use on these surfaces. After cleaning:
 - If the items can be laundered, launder items in accordance with the manufacturer's instructions using the warmest appropriate water setting for the items and then dry items completely.
 - Otherwise, use products [that are EPA-approved for use against the virus that causes COVID-19](#)  and that are suitable for porous surfaces

Electronics

- For electronics such as tablets, touch screens, keyboards, remote controls, and ATM machines, remove visible contamination if present.
 - Follow the manufacturer's instructions for all cleaning and disinfection products.
 - Consider use of wipeable covers for electronics.
 - If no manufacturer guidance is available, consider the use of alcohol-based wipes or sprays containing at least 70% alcohol to disinfect touch screens. Dry surfaces thoroughly to avoid pooling of liquids.

Linens, Clothing, and Other Items That Go in the Laundry

- In order to minimize the possibility of dispersing virus through the air, do not shake dirty laundry.
- Wash items as appropriate in accordance with the manufacturer's instructions. If possible, launder items using the warmest appropriate water setting for the items and dry items completely. Dirty laundry that has been in contact with an ill person can be washed with other people's items.
- Clean and disinfect hampers or other carts for transporting laundry according to guidance above for hard or soft surfaces.

Personal Protective Equipment (PPE) and Hand Hygiene

- **The risk of exposure to cleaning staff is inherently low. Cleaning staff should wear disposable gloves and gowns for all tasks in the cleaning process, including handling trash.**
 - Gloves and gowns should be compatible with the disinfectant products being used.
 - Additional PPE might be required based on the cleaning/disinfectant products being used and whether there is a risk of splash.
 - Gloves and gowns should be removed carefully to avoid contamination of the wearer and the surrounding area. Be sure to **clean hands** after removing gloves.
 - If gowns are not available, coveralls, aprons or work uniforms can be worn during cleaning and disinfecting. Reusable (washable) clothing should be laundered afterwards. Clean hands after handling dirty laundry.
- Gloves should be removed after cleaning a room or area occupied by ill persons. **Clean hands** immediately after gloves are removed.
- Cleaning staff should immediately report breaches in PPE such as a tear in gloves or any other potential exposures to their supervisor.

- **Cleaning staff and others should clean hands often**, including immediately after removing gloves and after contact with an ill person, by washing hands with soap and water for 20 seconds. If soap and water are not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.
- Follow normal preventive actions while at work and home, including cleaning hands and avoiding touching eyes, nose, or mouth with unwashed hands.
 - Additional key times to clean hands include:
 - After blowing one's nose, coughing, or sneezing.
 - After using the restroom.
 - Before eating or preparing food.
 - After contact with animals or pets.
 - Before and after providing routine care for another person who needs assistance such as a child.

Additional Considerations for Employers

- Employers should work with their local and state health departments to ensure appropriate local protocols and guidelines, such as updated/additional guidance for cleaning and disinfection, are followed, including for identification of new potential cases of COVID-19.
- Employers should educate staff and workers performing cleaning, laundry, and trash pick-up activities to recognize the symptoms of COVID-19 and provide instructions on what to do if they develop [symptoms](#) within 14 days after their last possible exposure to the virus. At a minimum, any staff should immediately notify their supervisor and the local health department if they develop symptoms of COVID-19. The health department will provide guidance on what actions need to be taken.
- Employers should develop policies for worker protection and provide training to all cleaning staff on site prior to providing cleaning tasks. Training should include when to use PPE, what PPE is necessary, how to properly don (put on), use, and doff (take off) PPE, and how to properly dispose of PPE.
- Employers must ensure workers are trained on the hazards of the cleaning chemicals used in the workplace in accordance with OSHA's Hazard Communication standard ([29 CFR 1910.1200](#) [↗](#)).
- Employers must comply with OSHA's standards on Bloodborne Pathogens ([29 CFR 1910.1030](#) [↗](#)), including proper disposal of regulated waste, and PPE ([29 CFR 1910.132](#) [↗](#)).

Additional Resources

- [OSHA COVID-19 Website](#) [↗](#)
- [CDC Home Care Guidance](#)
- [CDC COVID-19 Environmental Cleaning and Disinfection Guidance for Households](#)
- [CDC Home Care Guidance for People with Pets](#)
- [Find Answers to Common Cleaning and Disinfection Questions](#)
- [EPA's 6 Steps for Safe and Effective Disinfectant Use](#) [↗](#)

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AGENDA TRANSMITTAL

MEETING DATE: June 2, 2020

CITY AGENDA ITEM: PUBLIC HEARING: Accessory Dwelling Units.

A. Council Introduce and Waive Reading of Ordinance No. ____: Amending 18.30.170 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Accessory Dwelling Units in Residential Properties

B. Council Adoption of Resolution No. 2020-____: A Resolution of the City Council of the City of Suisun City Approving an Amendment of the Master Fee Schedule, Including Development Impact Fees

FISCAL IMPACT: Accessory Dwelling Units of 750 square feet or less are exempt from Development Impact Fees. There is no fiscal impact to the City's General Fund.

STRATEGIC PLAN IMPACT: Enhance Environment.

BACKGROUND: The State legislature amendments to California law, effective January 1, 2020, regarding the creation of accessory dwelling units (ADU) and junior accessory dwelling units (JADU). Chapter 653, Statutes of 2019 (Senate Bill 13, Section 3), Chapter 655, Statutes of 2019 (Assembly Bill 68, Section 2) and Chapter 659 (Assembly Bill 881, Section 1.5 and 2.5) build upon recent changes to ADU and JADU law (Government Code Section 65852.2, 65852.22 and Health & Safety Code Section 17980.12) and further address barriers to the development of ADUs and JADUs. This action was taken in order to clarify and improve various provisions in order to promote the development of ADUs and junior accessory dwelling units (JADUs). These include allowing ADUs and JADUs to be built concurrently with a single-family dwelling; opening areas where ADUs can be created to include all zoning districts that allow single-family and multi-family uses; limited exemptions or reductions in impact fees; and reduced parking requirements.

City Staff has conducted two ADU Workshops; the first on May 1st, 2019 and the second on June 8th, 2019. Staff gave a presentation on how to apply for a building permit. A workbook was provided (Attachment 6) educating on State Legislature and the path to obtaining a permit in Suisun City, as well as current fees. At both meetings, staff took thoughts and concerns from those in attendance, and held a short exercise in which priorities of those that attended could be memorialized.

The Suisun City Planning Commission held a public hearing on March 10, 2020 in which they voted 4-1 recommending City Council adoption of the ordinance.

STAFF REPORT: Staff is recommending the approval of the changes to the Zoning Ordinance, Waterfront District Specific Plan and Master Fee Schedule. A complete red-line of the proposed

PREPARED BY:
REVIEWED BY:
APPROVED BY:

Joann Martinez, Assistant Planner
 John Kearns, Senior Planner
 Greg Folsom, City Manager

amendments to the ordinance is included as Attachment 1. Below is a high-level summary of the significant proposed amendments:

Junior Accessory Dwelling Unit (JADU)

JADUs are allowed to be created within the walls of a proposed or existing single-family residence and shall contain no more than 500 square feet. They may share central systems, contain a basic kitchen utilizing small plug-in appliances, and may share a bathroom with the primary dwelling, all to reduce development costs. JADUs present no additional stress on utility services or infrastructure because they simply repurpose existing space within the residence and do not expand the dwelling's planned occupancy.

Other

- Added a purpose to the Accessory Dwelling Unit section.
- ADUs are created through the conversion of a garage, carport or covered parking structure; replacement off-street parking spaces cannot be required.
- Reduces the maximum ADU and JADU application review time from 120 days to 60 days.
- Reduces the maximum size of ADU's to 1000 square feet from 1200 square feet.
- Section 18.31 Standards for Residential Districts, Table 18.31.01 Development Standards in Residential Zones, changed to meet minimum standards for rear and side setbacks to 4 feet.
- Requires accessory dwelling unit to be constructed on a permanent foundation.
- Added a rental section, stating that the rented unit shall not be leased for any period less than 30 days.
- Updated the Recordation of Deed Restriction section legalizing the rental section.

Waterfront District Specific Plan

- Main Street Mixed Use (MSMU) table; added "secondary dwellings"
- Downtown Mixed Use (DMU); added "secondary dwellings"
- Changed wording in Section 6.2 at the bottom of the page from "Ch. 18.44.150" to "Ch. 18.31.01"
- Table 6.1 Secondary Dwelling – Side Setback; changed from 0' to 4'. Change the building maximum height from 20' to 16' and in the notes under #6.

Master Fee Schedule – Impact Fees

The recent changes to California Senate Bill No. 13, prohibits charging impact fees for ADUs under 750 square feet. For ADUs over 750 square feet, impact fees may be charged proportionately in relation to the primary dwelling unit square footage. ADU's are classified as multifamily and are charged under the existing multifamily rate in the master fee schedule. The only change Staff recommends is a memorialized note in the Fee Schedule under Section 11: Development Impact Fees section stating "Accessory Dwelling Units under 750 square feet are exempt from Development Impact Fees."

The City Council is being asked to hold a Public Hearing to discuss the draft ordinance. There are several actions the City Council can take:

- Introduce and waive reading of Ordinance as submitted by staff.
- Introduce and waive reading of Ordinance with amendments made by the City Council;
- Direct staff to make certain amendments or research certain items before coming back to the City Council at a subsequent Public Hearing; or

- Table discussion of the Ordinance at this time.

RECOMMENDATION: It is recommended that the City Council:

1. Open the Public Hearing; and
2. Take Public Comment; and
3. Close the Public Hearing; and
4. Introduce and waive the reading of Ordinance No. ____: Repealing and Replacing Section 18.30.170 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Accessory Dwelling Units in Residential Properties.
5. Council Adoption Resolution No. 2020-____: A Resolution of the City Council of the City of Suisun City Approving an Amendment of the Master Fee Schedule, Including Development Impact Fees

ATTACHMENTS:

1. Ordinance No. ____; An Ordinance of the City Council of the City of Suisun City, California, Repealing and Replacing Section 18.30.170 of Title 18 of the Suisun City Code and Amending the Waterfront District Specific Plan, Relating to Regulations for Accessory Dwelling Units in Residential Properties.
 - a. Exhibit A Waterfront Specific Plan
2. Resolution No. 2020-____: A Resolution of the City Council of the City of Suisun City Approving an Amendment of the Master Fee Schedule, Including Development Impact Fees.
 - a. Exhibit A Master Fee Schedule - Redlines
3. Draft Redlines.
4. PowerPoint Presentation.
5. ADU Workbook.

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ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY,
CALIFORNIA, REPEALING AND REPLACING SECTION 18.30.170 OF TITLE 18
OF THE SUISUN CITY CODE AND AMENDING THE WATERFRONT DISTRICT
SPECIFIC PLAN, RELATING TO REGULATIONS FOR ACCESSORY DWELLING
UNITS IN RESIDENTIAL PROPERTIES**

WHEREAS, The State legislature amendments to California law, effective January 1, 2020, regarding the creation of accessory dwelling units (ADU) and junior accessory dwelling units (JADU). Chapter 653, Statutes of 2019 (Senate Bill 13, Section 3), Chapter 655, Statutes of 2019 (Assembly Bill 68, Section 2) and Chapter 659 (Assembly Bill 881, Section 1.5 and 2.5) build upon recent changes to ADU and JADU law (Government Code Section 65852.2, 65852.22 and Health & Safety Code Section 17980.12) and further address barriers to the development of ADUs and JADUs; and

WHEREAS, SB13 requires jurisdictions to exempt ADU’s below 750 square feet from Development Impact Fees.

WHEREAS, the Suisun City Planning Commission held a public hearing on March 10, 2020 in which they voted 4-1 recommending City Council adoption of the ordinance.; and

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

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

**SECTION 2. SECTION 18.04 “DEFINITIONS” OF TITLE 18 OF THE SUISUN CITY
CODE IS HEREBY REPEALED AND REPLACED AS FOLLOWS:**

18.04 Definitions
Amending 18.04 Definitions

Accessory Dwelling Unit. An attached or a detached residential dwelling unit that provides complete, independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions in accordance to California state building code for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit also includes an efficiency unit and a manufactured home but does not include trailers.

- a. Attached Accessory Dwelling Unit. An accessory dwelling unit that shares at least one common wall with the primary dwelling and is not fully contained within the existing space of the primary dwelling or an accessory structure.
- b. Detached Accessory Dwelling Unit. An accessory dwelling unit that does not share a common wall with the primary dwelling and is not fully contained within the existing

space of an accessory structure.

- c. Internal Accessory Dwelling Unit. An accessory dwelling unit that is fully contained within the existing space of the primary dwelling or an accessory structure.
- d. Junior Accessory Dwelling Unit. A unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.

SECTION 3. SECTION 18.30.170 “ACCESSORY DWELLING UNITS” OF TITLE 18 OF THE SUISUN CITY CODE IS HEREBY REPEALED AND REPLACED AS FOLLOWS:

18.30.170 Accessory Dwelling Units

Purpose. This section is intended to achieve the goals of the City’s housing element and of the California Government Code by permitting accessory dwelling units, thereby increasing housing opportunities for the community through use of existing housing resources and infrastructure.

The following regulations shall apply to all accessory dwelling units in a residential zoning district:

- A. An accessory dwelling unit may be established on any residentially zoned parcels, in any district where single-family or multi-family dwellings are a permitted use; and on any lot with an existing or proposed single-family or multi-family dwelling..
- B. Accessory dwelling units shall not exceed the allowable density for the lot upon which the accessory dwelling unit is located.
- C. Accessory dwelling units are a residential use that shall be consistent with the existing general plan and zoning designation for the lot.
- D. There will be only up to one accessory dwelling unit and one junior accessory dwelling unit per lot.
- E. The accessory dwelling unit can either be attached to and designed to be located within the living area of the existing dwelling or detached from and no less than 5 feet from the existing single family dwelling.
- F. The proposed increase in gross floor area of an attached or detached accessory dwelling unit shall not exceed 50 percent of the existing living area up to a maximum of 1000 square feet.
- G. Accessory dwelling units shall be located no closer than 4 feet from any side or rear property lines, be on the rear 50% of the lot and must meet the requirements of Section 18.31 Standards for Residential Districts, Table 18.31.01 Development Standards in Residential Zones.
- H. An internal ADU may be constructed regardless of whether it conforms to the current zoning requirement for building separation or setbacks.
- I. If an internal ADU is proposed to be constructed within an existing accessory structure, the city shall ministerially permit an expansion of the existing accessory structure by up

1 to 150 square feet for the purpose of accommodating ingress and egress.

2 J. If an existing structure is demolished and replaced with an accessory dwelling unit, an
3 accessory dwelling unit may be constructed in the same location and to the same
4 dimensions as the demolished structure.

5 K. The accessory dwelling unit shall be architecturally integrated into the existing building
6 design.

7 L. Foundation. An accessory dwelling unit shall be constructed on a permanent foundation.

8 M. The accessory dwelling unit shall not be placed on top of any easements.

9 N. Connection Fees. A local agency is prohibited from requiring a new or separate utility
10 connection for an accessory dwelling unit if contained within the existing space of a
11 single-family residence or accessory structure (in accordance with Government Code
12 Section 65852.2(f)).

13 O. Parking

14 a. Maximum of one space per unit or one space per bedroom. Tandem parking on
15 an existing driveway is allowed, which may be within setback areas.

16 b. No additional parking for accessory dwelling units can be required when:

17 a. An accessory dwelling unit is located:

18 1. Within one-half mile walking distance of public transit;

19 2. Within an architecturally and historically significant historic
20 district;

21 3. Within an existing primary residence or an existing accessory
22 structure;

23 4. Within an area where off-street parking is required, but no permit
24 is offered to the occupant of the accessory dwelling unit;

25 5. Within one block of a car share vehicle.

26 c. When a garage, carport, or covered parking structure is demolished in
27 conjunction with the construction of an accessory dwelling unit or converted to
28 an accessory dwelling unit, replacement parking stalls are not required for the
demolished parking structure.

P. Rental

a. An accessory dwelling unit may be rented but shall not be sold or otherwise
conveyed separately from the primary dwelling.

b. The rented unit shall not be leased for any period less than 30 days.

Q. Recordation of Deed Restriction: An executed deed restriction, on a form provided by
the city, shall be submitted to the city prior to issuance of a building permit and shall be
recorded prior to final occupancy. The deed restriction shall stipulate all of the
following:

a. That the rented unit shall not be rented for any period less than 30 days at a time;

and

- b. That the accessory dwelling shall not be sold separately from the primary dwelling.
- c. For junior accessory dwelling units, restrictions on size and attributes in conformance with this section.

R. Ministerial consideration

1. New Construction. If the Development Services Department receives an application to construct an accessory dwelling unit (by either adding on to an existing structure, or constructing a new detached structure), and the proposal meets all of the requirements of the Municipal Code as determined by Section 18.30.170 Accessory Dwelling Units, then within 60 days of receipt of a complete application for the accessory dwelling unit, the Development Services Department staff shall ministerially approve the application without a hearing.
2. No Expansion. If the applicant will not be adding floor area, and instead has submitted a complete application for an accessory dwelling unit entirely within the existing space of a single-family residence or accessory structure, then the director shall, without a hearing, ministerially approve a complete application for a building permit to create an accessory dwelling unit if all of the following apply:
 - a. The unit is contained entirely within the existing space of a single-family residence or accessory structure (without adding floor area to the existing residence or accessory structure) and doesn't exceed 50 percent of the existing primary dwelling.
 - b. The unit is in any district where single-family or multi-family dwellings are a permitted use.
 - c. On any lot with an existing or proposed single-family or multi-family dwelling.
 - d. The unit has independent exterior access from the existing residence.
 - e. Fire sprinklers are provided to the same extent that they are required for the primary residence.

18.31 Standards for Residential Districts

Amend Section 18.31 Standards for Residential Districts

Table 18.31.01 Development Standards in Residential Zones					
Development Standards	RL	RM	RH1	RH2	RMU
Lot Size					
Setback					
Accessory Dwelling Unit 7.					

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New Construction, Conversion and Replacing 8. 10.					
Minimum Side Setback, interior	4	4	4	4	4
Minimum Side Setback, street	4	4	4	4	4
Minimum Rear Setback	4	4	4	4	4
Maximum Height of stand-alone unit	16	16	16	16	16
Maximum Floor Area 9.	Attached	1000 sq. ft.			
	Detached	1000 sq. ft.			
	Internal	50 percent of the existing primary dwelling.			
	Junior	500 sq. ft.			
Front	Must be in the rear 50% of the lot				
Building Separation	A minimum 5-foot distance shall be maintained between a detached accessory dwelling unit the primary building on the site. A detached accessory structure shall be set back from other structures on the site as required by the building code.				
Notes:					
7. For Junior Accessory Dwelling Units and Internal ADUs, no setbacks and height required, other than that of the primary dwelling.					
8. Conversion and replacing applies only to existing, permitted accessory dwelling units.					
9. The proposed increase in gross floor area of an attached or detached accessory dwelling unit shall not exceed 50 percent of the existing living area.					

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10. Please refer to section 18.30.170 - H., I., J.”

- H. An internal ADU may be constructed regardless of whether it conforms to the current zoning requirement for building separation or setbacks;
- I. If an internal ADU is proposed to be constructed within an existing accessory structure, the city shall ministerially permit an expansion of the existing accessory structure by up to 150 square feet for the purpose of accommodating ingress and egress;
- J. If an existing structure is demolished and replaced with an accessory dwelling unit, an accessory dwelling unit may be constructed in the same location and to the same dimensions as the demolished structure.

SECTION 4. THE WATERFRONT DISTRICT SPECIFIC PLAN IS HEREBY AMENDED AND ENFORCED IN ACCORDANCE WITH THE IMPLEMENTING REGULATIONS, ATTACHED AS EXHIBIT A, AND INCORPORATED BY REFERENCE.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Suisun City hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

SECTION 6. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its adoption following second reading.

SECTION 7. CERTIFICATION. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, California, on this _____ 2020.

Lori D. Wilson, Mayor

ATTEST:

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Linda Hobson, CMC
City Clerk

CERTIFICATION

I, Linda Hobson, City Clerk of the City of Suisun City and ex-officio Clerk of the City Council of said City, do hereby certify that the above and foregoing ordinance was introduced at a regular meeting of the said City Council held on Tuesday, June 2, 2020 and passed and adopted at a regular meeting of said City Council held on Tuesday, _____, 2020, by the following vote:

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

WITNESS my hand and the seal of said City this _____ 2020.

Linda Hobson, CMC
City Clerk

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TABLE 3.5: MAIN STREET MIXED USE ZONE ALLOWED USES

Permitted Uses ¹	Administrative Review and Conditionally Permitted Uses
<ul style="list-style-type: none"> ▪ Art, modeling, music, and/or dance studio (U) ▪ Artist studios; art supply stores ▪ Bed and breakfast inn ▪ Business services (U) ▪ Commercial services ▪ Communication services ▪ Community social services ▪ Eating and drinking places ▪ Educational services ▪ Finance, insurance, and real estate offices ▪ General merchandise and hardware store ▪ Movie theater ▪ Optical shop or optometrist ▪ Personal services ▪ Professional or medical offices (U) ▪ Specialty retail shops³ - Secondary Dwellings 	<p>Administrative Review:</p> <ul style="list-style-type: none"> ▪ Food and grocery stores ▪ Medical health care facility ▪ Public/quasi-public use (e.g., community center, school, fire station, library, church) <p>Conditionally Permitted:</p> <ul style="list-style-type: none"> ▪ Commercial amusement or entertainment ▪ Drive-through facilities (only north of Driftwood Drive) ▪ Entertainment (i.e., nightclub and bar/lounge) ▪ Furniture stores ▪ Reupholstery and furniture repair; antique refinishing ▪ Residential dwellings² ▪ Convenience market ▪ Shops selling age-restricted goods or providing age-restricted services
<p>▪ Any other retail, service, or public/quasi-public uses that are similar in nature, function, and operations to the permitted, administrative review clearance, and conditionally permitted uses listed above.</p>	
<p>Notes:</p> <ol style="list-style-type: none"> 1. Where a “U” is denoted next to a particular use, that use is permitted on the upper floor(s) of a building. 2. Permits the same type of residential dwellings as the RHD zone. 3. Specialty retail shops are defined as small retail stores with distinctive, one-of-a-kind merchandise, often supplied locally, not including sale of age-restricted goods or providing age-restricted services. 	

B. Commercial/Office/Residential (C/O/R) Zone

The C/O/R zone is envisioned to be developed with a mix of uses, including business/professional offices, retail commercial, dining, and entertainment uses. Offices and a hotel have already been established in this zone. Residential uses are also permitted to be developed as a “stand alone” development or as an integrated part of a commercial/office development (e.g., on upper floors over ground floor commercial uses). Because of the unique character of the site and its strategic location, any proposed uses and development for all or any portion of the site must be approved through the Planned Unit Development process, as described in Chapter 7 of this Specific Plan.

Generally, permitted and conditional uses allowed in this zone are the same as those specified in the MSMU zone, described above, and in

D. Downtown Mixed Use (DMU) Zone

This DMU zone is proposed as a new commercial mixed-use zone, intended to replace the General Commercial and Commercial Service zone designations that are proposed to be phased out in both the General Plan Update, adopted in 2015 and the Zoning Code Update, planned for adoption in 2016. This zone allows a mix of retail, commercial service, civic, office, and other complementary non-residential uses, as well as higher-density residential development. Allowed uses permitted within the DMU zone are indicated in Table 3.7.

TABLE 3.7: DOWNTOWN MIXED USE ZONE ALLOWED USES	
Permitted Uses	Administrative Review and Conditionally Permitted Uses
<ul style="list-style-type: none"> ▪ Antique shop ▪ Art, modeling, music, and/or dance studio ▪ Artist studios; art supply stores ▪ Bed and breakfast inn ▪ Business services ▪ Clothing and costume stores ▪ Commercial services ▪ Communication services ▪ Community social services ▪ Eating and drinking places ▪ Educational services ▪ Finance, insurance, and real estate offices ▪ Food and grocery stores ▪ General merchandise and hardware store ▪ Medical health care facility ▪ Theater (i.e., motion picture or live) ▪ Optical shop or optometrist ▪ Personal services ▪ Professional or medical offices ▪ Specialty retail shops¹ ▪ Residential dwellings² - Secondary Dwellings 	<p>Administrative Review:</p> <ul style="list-style-type: none"> ▪ Public/quasi-public use (e.g., community center, school, fire station, library, church) <p>Conditionally Permitted:</p> <ul style="list-style-type: none"> ▪ Commercial amusement or entertainment ▪ Commercial retail or services greater than 40,000 square feet ▪ Drive-through facilities (only north of Driftwood Drive) ▪ Entertainment (i.e., nightclub and bar/lounge) ▪ Furniture stores ▪ Hospital ▪ Reupholstery and furniture repair; antique refinishing ▪ Convenience market ▪ Shops selling age-restricted goods or providing age-restricted services
<p>▪ Any other retail, service, public/quasi-public, or residential uses that are similar in nature, function, and operations to the permitted, administrative review clearance, and conditionally permitted uses listed above.</p>	
<p>Notes:</p> <ol style="list-style-type: none"> 1. Specialty retail shops are defined as small retail stores with distinctive merchandise, often supplied locally or with a local theme, not including sale of age-restricted goods or providing age-restricted services. 2. Permits the same type of residential dwellings permitted in the RHD zone. 	

6.2 Residential Development Standards + Design Guidelines

6.2.1 Intent



Old Town Suisun City has a traditional Downtown character, with small blocks and lots and a gridded street pattern.

Residential development standards and design guidelines focus on developing a traditional downtown setting that fosters community activities, social interaction, and a strong cohesive image for the Downtown Waterfront District. Design guidelines are intended to support a pedestrian-oriented design environment, where the fundamental intent is to reduce the impact of the automobile by encouraging narrower streets, smaller lots accessed by alleys and with opportunities for on-street parking and less off-street parking than allowed under conventional zoning standards. Old Town Suisun City is an inspiration for new residential development in the WDSP, with its smaller blocks and lots, grid pattern of streets, diverse architectural styles, and variety of housing types and sizes.

6.2.2 Residential Development Standards



Building heights above the first two stories are encouraged to be stepped back to respect the heights of existing adjacent development.

Development standards for residential uses within the Planning Area are summarized in Table 6.1. Existing uses and structures in established residential neighborhoods that are not in compliance with some of the development standards and design guidelines in this chapter shall be allowed to continue, but subject to the standards for nonconforming uses and structures described in Chapter 7.5.

- New residential lots shall be the minimum lot sizes and setbacks indicated in Table 6.1, except porches, stoops, bay windows, balconies, and eaves and overhangs may encroach into setback areas, as indicated in the table below.

**ENCROACHMENTS INTO SETBACKS
(i.e., porches, stoops, bay windows, balconies, and overhangs)**

1. Front Setback	6' max, where applicable
2. Side Setback	3' max
3. Rear Setback	3' max, where applicable



Secondary dwelling unit attached to the garage of a single-family home.

- Building heights above the first two stories are encouraged to step back to respect the heights of existing adjacent development, particularly along Lotz Way.
- The height of a new development shall be limited to building heights, as measured from grade to the peak of the roof.
- Guesthouses and secondary dwelling units shall be subject to the land use and development standards in Table 6-1 and regulations in Chapter ~~18.44.150~~ **18.31.01** of the City's Zoning Code.

**Table 6.1: Residential Development Standards**

Land Use District	Residential Low Density (RLD)	Residential Medium Density (RMD)	Residential High Density (RHD)	Historic Residential (HR)
A. LOT / SITE DESIGN				
1. Lot Coverage ¹	70% max	80% max	80% max	70% max
2. Density ²	4-10 du/gross ac (5-12 du/net ac)	10.1-20 du/gross ac (12.1-24 du/net ac)	20.1-45 du/gross ac (24.1-54 du/net ac)	5-15 du/gross ac (6-18 du/net ac)
3. Floor Area Ratio	N/A	N/A	N/A	N/A
4. Lot Area	3,000 sf min	1,500 sf min	N/A	2,500 sf min
5. Lot Width	40' min	25' min	none	40' min
6. Lot Depth	65' min	55' min	none	60' min
B. BUILDING PLACEMENT AND HEIGHT				
Primary Building Setback³				
1. Front Setback	7.5' min-20' max ⁴	5' min-15' max ⁴	0' min-15' max ⁴	10' min-15' max ⁴
2. Side Setback (street)	7.5' min-20' max	5' min-15' max	70% min ⁵	5' min-15' max
3. Side Setback (interior)	5' min (1-2 stories) 15' min (3 stories)	5' min (1-2 stories) for 1 side, 3.5' min for other side in addition to any encroachment; 15' min (3 stories)	0' min-15' max	5' min (1-2 stories) 15' min (3 stories)
4. Rear Setback ⁵	5' min	5' min	5' min (1-2 stories) 15' min (3+ stories)	5' min
5. Height Limit	35' max	35' max	55' max	35' max
Secondary Dwelling Setback				
1. Front Setback	15' min or equal to primary building setback			
2. Side Setback (street)	10' min	10' min	10' min	10' min
3. Side Setback (interior)	0 4' min	0 4' min	0 4' min	0 4' min
4. Rear Setback	5' min	5' min	5' min	5' min
5. Height Limit ⁶	20 16' max	20 16' max	20 16' max	20 16' max

Notes:

du/ac = dwelling units per gross acre; min = minimum; max = maximum; sf = gross square feet

¹ Lot coverage includes primary buildings, accessory buildings, covered parking, and covered patios.

² Density bonuses or increases may be allowed for the provision of affordable housing and project amenities, such as day care facilities and additional open space, as addressed in the Suisun City Zoning Code, Chapter 18.47 for residential density bonuses.

³ Yards and setback areas shall be landscaped in accordance with water-efficient landscaping standards, addressed in Title 20 of the Suisun City Zoning Code and in the State Model Water Efficient Landscape Ordinance (MWELO), as applicable.

⁴ Front setbacks shall be consistent with the setbacks of adjacent buildings on the street. Garage shall be no closer than 18 feet from the back of the sidewalk.

⁵ Rear garage setback shall be a minimum of 3 feet from the rear property line.

⁶ A secondary dwelling shall not exceed ~~20~~ 16 feet in height, except when attached to the primary unit, the maximum height shall be that established for the primary dwelling.

RESOLUTION NO. 2020 - ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING AN AMENDMENT TO THE MASTER FEE SCHEDULE, INCLUDING
DEVELOPMENT IMPACT FEES**

WHEREAS, pursuant to Article XIII B of the Constitution of the State of California, it is the intent of the Suisun City Council to ascertain and recover costs reasonably borne from fees and charges levied therefore in providing certain City regulation, products or services; and

WHEREAS, in 2016, the City retained Matrix Consulting Group, under appropriate competitive bidding procedures, to conduct the Cost of Services (User Fee) Study that identifies the full cost of services and products provided to the public, which study the City Council considered and approved on July 26, 2016; and

WHEREAS, in 2016, the City retained Tischler Bise, under appropriate competitive bidding procedures, to conduct the Development Impact Fee Study that establishes the basis for imposing fees on new development, which study the City Council considered and approved on November 16, 2016; and

WHEREAS, the City Council directed staff to prepare a comprehensive update of the Master Fee Schedule utilizing the findings of the studies, and that update was adopted on September 6, 2018; and

WHEREAS, the studies recommended incremental annual increases in fees utilizing a published economic factor and/or the City’s own labor costs; and

WHEREAS, the Master Fee Schedule was last amended by Resolution 2019-127; and

WHEREAS, California Senate Bill 13 (SB13) requires jurisdictions to exempt Accessory Dwelling Units (ADUs) enclosing less than 750 square feet from Development Impact Fees; and

WHEREAS, the City Council has duly noticed, called and held a Public Hearing on the proposed amendment to the Master Fee Schedule, including the Development Impact Fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby amends and updates the Master Fee Schedule to prohibit the imposition of Development Impact Fees upon the construction of ADUs enclosing less than 750 square feet,

1 which amended is reflected in Exhibit A hereto to become effective sixty (60) days after
2 adoption, as provided in California Government Code section 66000 *et seq.*; and

3 **FURTHER RESOLVES** that Staff may update fees listed on the Master Fee Schedule
4 that are set by statute from time-to-time to reflect changes to those fees due to amendment of
5 the underlying statute over which the City has no jurisdiction or control.

6 **PASSED AND ADOPTED** at a regular meeting of the Suisun City Council on the 2nd
7 day of June 2020 by the following vote:

8 **AYES:** Council Members: _____
9 **NOES:** Council Members: _____
10 **ABSENT:** Council Members: _____
11 **ABSTAIN:** Council Members: _____

12 **WITNESS** my hand and the seal of said City this 2nd day of June 2020.

13 _____
14 Donna Pock, CMC
15 Deputy City Clerk



MASTER FEE SCHEDULE

Section 11: DEVELOPMENT IMPACT FEES

Fee Description	Fire Facilities & Equipment	Municipal Facilities & Equipment	OSSIP	Park Improvement	Police Facilities & Equipment
Single Family (per unit)	\$ 789	\$ 85	\$ 2,645	\$ 7,302	\$ 707
Multi-Family (per unit)	\$ 654	\$ 70	\$ 2,021	\$ 6,049	\$ 585
	\$ -	\$ -	\$ -	\$ -	\$ -
Industrial (per 1,000 square feet or portion thereof)	\$ 1,222	\$ 108	\$ 807	\$ -	\$ 397
Retail/Restaurant (per 1,000 square feet or portion thereof)	\$ 1,059	\$ 93	\$ 3,041	\$ -	\$ 1,657
Office/Industrial (per 1,000 square feet or portion thereof)	\$ 1,759	\$ 155	\$ 1,278	\$ -	\$ 629
Hotel/Motel (per room)	\$ 233	\$ 21	\$ 652	\$ -	\$ 321

Note: As of January 1, 2020 it is prohibited to charge impact fees for Accessory Dwelling Units under 750 square feet

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ORDINANCE NO.

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY, CALIFORNIA, REPEALING AND REPLACING SECTION 18.30.170 OF TITLE 18 OF THE SUISUN CITY CODE AND AMENDING THE WATERFRONT DISTRICT SPECIFIC PLAN, RELATING TO REGULATIONS FOR ACCESSORY DWELLING UNITS IN RESIDENTIAL PROPERTIES

WHEREAS, The State legislature amendments to California law, effective January 1, 2020, regarding the creation of accessory dwelling units (ADU) and junior accessory dwelling units (JADU). Chapter 653, Statutes of 2019 (Senate Bill 13, Section 3), Chapter 655, Statutes of 2019 (Assembly Bill 68, Section 2) and Chapter 659 (Assembly Bill 881, Section 1.5 and 2.5) build upon recent changes to ADU and JADU law (Government Code Section 65852.2, 65852.22 and Health & Safety Code Section 17980.12) and further address barriers to the development of ADUs and JADUs; and

WHEREAS, SB13 requires jurisdictions to exempt ADU’s below 750 square feet from Development Impact Fees.

WHEREAS, the Suisun City Planning Commission held a public hearing on March 10, 2020 in which they voted 4-1 recommending City Council adoption of the ordinance.; and

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

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

SECTION 2. SECTION 18.04 “DEFINITIONS” OF TITLE 18 OF THE SUISUN CITY CODE IS HEREBY REPEALED AND REPLACED AS FOLLOWS:

18.04 Definitions
Amending 18.04 Definitions

Accessory Dwelling Unit. An attached or a detached residential dwelling unit that provides complete, independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions in accordance to California state building code for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multi-family dwelling is or will be situated. An accessory dwelling unit also includes an efficiency unit and a manufactured home, but does not include trailers.

a. Attached Accessory Dwelling Unit. An accessory dwelling unit that shares at least one common wall with the primary dwelling and is not fully contained within the existing space of the primary dwelling or an accessory structure.

b. Detached Accessory Dwelling Unit. An accessory dwelling unit that does not share a common wall with the primary dwelling and is not fully contained within the existing space of an accessory structure.

1 c. Internal Accessory Dwelling Unit. An accessory dwelling unit that is fully contained
2 within the existing space of the primary dwelling or an accessory structure.

3 d. Junior Accessory Dwelling Unit. A unit that is no more than 500 square feet in size and
4 contained entirely within a single-family residence. A junior accessory dwelling unit
5 may include separate sanitation facilities or may share sanitation facilities with the
6 existing structure.

7 **18.30.170 Accessory Dwelling Units**

8 Purpose. This section is intended to achieve the goals of the C53

9 ity's housing element and of the California Government Code by permitting accessory
10 dwelling units, thereby increasing housing opportunities for the community through use of
11 existing housing resources and infrastructure.

12 The following regulations shall apply to all accessory dwelling units in a residential zoning
13 district:

14 **A. Ministerial consideration**

15 ~~1. New Construction. If the director of development services receives an application to~~
16 ~~construct an accessory dwelling unit (by either adding on to an existing structure, or~~
17 ~~constructing a new detached structure), and the proposal meets all of the requirements~~
18 ~~of the Municipal Code, then within 120 days of receipt of a complete application for~~
19 ~~the accessory dwelling unit, the director of development services shall ministerially~~
20 ~~approve the application without a hearing.~~

21 ~~2. No Expansion. If the applicant will not be adding floor area, and instead has submitted~~
22 ~~a complete application for an accessory dwelling unit entirely within the existing space~~
23 ~~of a single family residence or accessory structure, then the director shall, without a~~
24 ~~hearing, ministerially approve a complete application for a building permit to create an~~
25 ~~accessory dwelling unit if all of the following apply:~~

26 ~~a. The unit is contained entirely within the existing space of a single family residence~~
27 ~~or accessory structure (without adding floor area to the existing residence or~~
28 ~~accessory structure).~~

~~b. The unit is on a lot zoned R-M (Medium Density Residential), R-H1 or RH2 (High~~
~~Density Residential).~~

~~c. There will be only one accessory dwelling unit on the lot.~~

~~d. The unit has independent exterior access from the existing residence.~~

~~e. The side and rear setbacks are sufficient for fire safety as determined by the Fire~~
~~Marshal.~~

~~f. Fire sprinklers are provided to the same extent that they are required for the primary~~
~~residence.~~

~~**B.A.** An accessory dwelling unit may be established on any residentially zoned parcels, in
any district where single-family or multi-family dwellings are a permitted use; and on
any lot with an existing or proposed single-family or multi-family dwelling which
permits single family dwellings containing an existing single family dwelling.~~

- 1 ~~C.~~B. Accessory dwelling units shall not exceed the allowable density for the lot upon which
the accessory dwelling unit is located.
- 2 C. Accessory dwelling units are a residential use that shall be consistent with the existing
3 general plan and zoning designation for the lot.
- 4 ~~3-D.~~ There will be only up to one accessory dwelling unit and one junior accessory dwelling
unit per lot.
- 5 ~~D.~~ ~~An applicant must be both an owner and the current resident of the property for which~~
6 ~~an accessory dwelling unit is proposed.~~
- 7 E. The accessory dwelling unit can either be attached to and designed to be located within
8 the living area of the existing dwelling or detached from and no less than ~~ten~~5 feet from
the existing single family dwelling, ~~and such unit shall be architecturally integrated into~~
9 ~~the existing building design.~~
- 10 F. The proposed increase in gross floor area of an attached or detached accessory dwelling
11 unit shall not exceed 50 percent of the existing living area up to a maximum of ~~twelve~~
~~hundred~~1000 square feet.
- 12 G. ~~A Detached~~ accessory dwelling units shall be located no closer than ~~five~~4 feet from any
13 side or rear property lines, be on the rear 50% of the lot and must meet the requirements
of Section 18.31 Standards for Residential Districts, Table 18.31.01 Development
Standards in Residential Zones.
- 14 H. An internal ADU may be constructed regardless of whether it conforms to the current
15 zoning requirement for building separation or setbacks.
- 16 ~~G.I.~~ If an internal ADU is proposed to be constructed within an existing accessory structure,
17 the city shall ministerially permit an expansion of the existing accessory structure by up
to 150 square feet for the purpose of accommodating ingress and egress.
- 18 ~~H.J.~~ If an existing structure is demolished and replaced with an accessory dwelling unit, an
19 accessory dwelling unit may be constructed in the same location and to the same
dimensions as the demolished structure.
- 20 K. The accessory dwelling unit shall be architecturally integrated into the existing building
21 design.
- 22 L. Foundation. An accessory dwelling unit shall be constructed on a permanent foundation.
- 23 ~~4.M.~~ The accessory dwelling unit shall not be placed on top of any easements.
- 24 ~~I.~~ ~~As part of any such building permit application, the applicant shall submit a copy of the~~
25 ~~deed to the property including a full and complete set of any conditions, covenants and~~
26 ~~restrictions.~~
- 27 ~~J.N.~~ Connection Fees. A local agency is prohibited from requiring a new or separate utility
28 connection for an accessory dwelling unit if contained within the existing space of a
single-family residence or accessory structure (in accordance with Government Code
Section 65852.2(f)).
- O. Parking

- 1 a. Maximum of one space per unit or one space per bedroom. Tandem parking on
2 an existing driveway is allowed, which may be within setback areas.
- 3 b. No additional parking for accessory dwelling units can be required when:
- 4 a. An accessory dwelling unit is located:
- 5 1. Within one-half mile walking distance of public transit;
- 6 2. Within an architecturally and historically significant historic
7 district;
- 8 3. Within an existing primary residence or an existing accessory
9 structure;
- 10 4. Within an area where off-street parking is required, but no permit
11 is offered to the occupant of the accessory dwelling unit;
- 12 5. Within one block of a car share vehicle.
- 13 c. When a garage, carport, or covered parking structure is demolished in
14 conjunction with the construction of an accessory dwelling unit or converted to
15 an accessory dwelling unit, replacement parking stalls are not required for the
16 demolished parking structure.

17 P. Rental

- 18 a. An accessory dwelling unit may be rented but shall not be sold or otherwise
19 conveyed separately from the primary dwelling.
- 20 b. The rented unit shall not be leased for any period less than 30 days.

21 Q. Recordation of Deed Restriction: An executed deed restriction, on a form provided by
22 the city, shall be submitted to the city prior to issuance of a building permit and shall be
23 recorded prior to final occupancy. The deed restriction shall stipulate all of the
24 following:

- 25 a. That the rented unit shall not be rented for any period less than 30 days at a time;
26 and
- 27 b. That the accessory dwelling shall not be sold separately from the primary
28 dwelling.
- 29 c. For junior accessory dwelling units, restrictions on size and attributes in
30 conformance with this section.

31 ~~—Maximum of one space per unit or one space per bedroom. Tandem parking on~~
32 ~~an existing driveway is allowed, which may be within setback areas.~~

33 ~~—No additional parking for accessory dwelling units can be required when:~~

34 ~~—An accessory dwelling unit is located:~~

35 ~~—Within one-half mile of public transit;~~

36 ~~—Within an architecturally and historically significant historic~~
37 ~~district;~~

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~~Within an existing primary residence or an existing accessory structure;~~

~~On street parking permits are required but not offered to the occupant of the accessory dwelling unit; or~~

~~There is a car share vehicle located within one block of the accessory dwelling unit.~~

R. Ministerial consideration

- 1. New Construction. If the Development Services Department receives an application to construct an accessory dwelling unit (by either adding on to an existing structure, or constructing a new detached structure), and the proposal meets all of the requirements of the Municipal Code as determined by Section 18.30.170 Accessory Dwelling Units, then within 60 days of receipt of a complete application for the accessory dwelling unit, the Development Services Department staff shall ministerially approve the application without a hearing.
- 2. No Expansion. If the applicant will not be adding floor area, and instead has submitted a complete application for an accessory dwelling unit entirely within the existing space of a single-family residence or accessory structure, then the director shall, without a hearing, ministerially approve a complete application for a building permit to create an accessory dwelling unit if all of the following apply:
 - a. The unit is contained entirely within the existing space of a single-family residence or accessory structure (without adding floor area to the existing residence or accessory structure) and doesn't exceed 50 percent of the existing primary dwelling.
 - b. The unit is in any district where single-family or multi-family dwellings are a permitted use.
 - c. On any lot with an existing or proposed single-family or multi-family dwelling.
 - d. The unit has independent exterior access from the existing residence.
 - ~~e. Fire sprinklers are provided to the same extent that they are required for the primary residence.~~

18.31 Standards for Residential Districts

Amend Section 18.31 Standards for Residential Districts

Table 18.31.01 Development Standards in Residential Zones					
Development Standards	RL	RM	RH1	RH2	RMU
Lot Size					
Setback					

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Accessory Dwelling Unit 7.					
New Construction, Conversion and Replacing 8. 10.					
Minimum Side Setback, interior	4	4	4	4	4
Minimum Side Setback, street	4	4	4	4	4
Minimum Rear Setback	4	4	4	4	4
Maximum Height of stand-alone unit	16	16	16	16	16
Maximum Floor Area 9.	Attached	1000 sq. ft.			
	Detached	1000 sq. ft.			
	Internal	50 percent of the existing primary dwelling.			
	Junior	500 sq. ft.			
Front	Must be in the rear 50% of the lot				
Building Separation	A minimum 5-foot [JMM1][JMM2] distance shall be maintained between a detached accessory dwelling unit the primary building on the site. A detached accessory structure shall be set back from other structures on the site as required by the building code.				
Notes:					
7. For Junior Accessory Dwelling Units and Internal ADUs, no setbacks and height required, other than that of the primary dwelling.					
8. Conversion and replacing applies only to existing, permitted accessory dwelling units.					

1 9. The proposed increase in gross floor area of an attached or detached accessory dwelling
2 unit shall not exceed 50 percent of the existing living area.

3 10. Please refer to section 18.30.170 - H., I., J.”

- 4 • **H.** An internal ADU may be constructed regardless of whether it conforms to the
5 current zoning requirement for building separation or setbacks;
- 6 • **I.** If an internal ADU is proposed to be constructed within an existing accessory
7 structure, the city shall ministerially permit an expansion of the existing accessory
8 structure by up to 150 square feet for the purpose of accommodating ingress and
9 egress;
- 10 • **J.** If an existing structure is demolished and replaced with an accessory dwelling
11 unit, an accessory dwelling unit may be constructed in the same location and to the
12 same dimensions as the demolished structure.

13 ~~a. Maximum of one space per unit or one space per bedroom. Tandem parking on
14 an existing driveway is allowed, which may be within setback areas.~~

15 ~~b.a. No additional parking for accessory dwelling units can be required when:~~

16 ~~a. An accessory dwelling unit is located:~~

17 ~~1. Within one half mile of public transit;~~

18 ~~2.1. Within an architecturally and historically significant historic
19 district;~~

20 ~~3.1. Within an existing primary residence or an existing accessory
21 structure;~~

22 ~~b.a. On-street parking permits are required but not offered to the occupant
23 of the accessory dwelling unit; or~~

24 ~~c.a. There is a car share vehicle located within one block of the accessory
25 dwelling unit.~~

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Accessory Dwelling Units

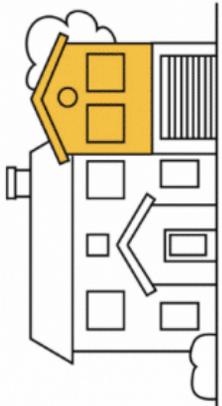
June 2, 2020



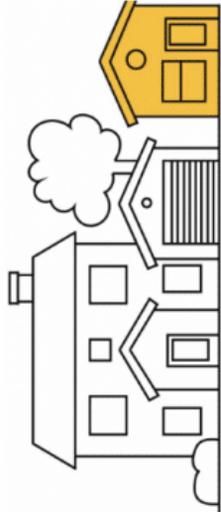


Definitions

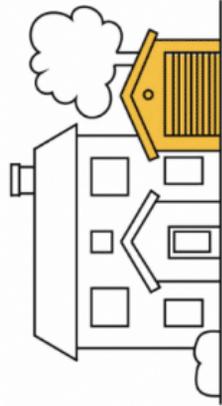
Accessory Dwelling Units (ADUs) have been known by many names: granny flats, in-law units, backyard cottages, secondary units and more. No matter what you call them, ADUs are an innovative, affordable, effective option for adding in needed housing in California.



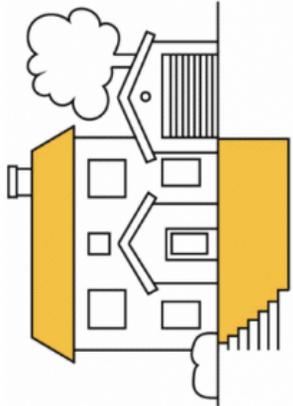
Over the Garage



Stand-Alone Unit



Garage Conversion



Basement or Attic Conversion



New Laws Effective January 1, 2020

- Our code is currently out of compliance with State Law.
- The Legislature further updated ADU and JADU law effective January 1, 2020 to clarify and improve various provisions in order to promote the development of ADUs and junior accessory dwelling units (JADUs). These include:
 - Allowing ADUs and JADUs to be built concurrently with a single-family dwelling.
 - Opening areas where ADUs can be created to include all zoning districts that allow single-family and multifamily uses.
 - Modifying fees from utilities such as special districts and water corporations.
 - Limited exemptions or reductions in impact fees.
 - Reduced parking requirements.



Sections to be Amended

- 18.04 Definitions
- 18.30.170 Accessory Dwelling Units
- 18.31 Standards for Residential Districts - Table 18.31.01 Development Standards in Residential Zones
- Waterfront District Specific Plan
 - Table 3.5 Main Street Mixed Use Zone Allowed Uses
 - Table 3.7 Downtown Mixed Use Zone Allowed Uses
 - Section 6.2.2
 - Table 6.1 Residential Development Standards



Definitions

Amending Section 18.04

There currently doesn't exist a definition for Accessory Dwelling Units.

Accessory Dwelling Unit:

- An attached or a detached residential dwelling unit that provides complete, independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence.
- An accessory dwelling unit also includes an efficiency unit and a manufactured home but does not include trailers.





Definitions

Amending Section 18.04

Continued...

Accessory Dwelling Unit:

- a. Attached Accessory Dwelling Unit. An ADU that shares at least one common wall with the primary dwelling and is not fully contained within the existing space of the primary dwelling or an accessory structure.
- b. Detached Accessory Dwelling Unit. An ADU that does not share a common wall with the primary dwelling and is not fully contained within the existing space of an accessory structure.
- c. Internal Accessory Dwelling Unit. An ADU that is fully contained within the existing space of the primary dwelling or an accessory structure.
- d. Junior Accessory Dwelling Unit. A unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.





18.30.170

Accessory Dwelling Units

- Added a purpose to the Accessory Dwelling Unit section.
- ADUs are created through the conversion of a garage, carport or covered parking structure, replacement off-street parking spaces cannot be required.
- Reduces the maximum ADU and JADU application review time from 120 days to 60 days.
- Reduces the maximum size of ADU's to 1000 square feet from 1200 square feet.





18.30.170

Accessory Dwelling Units

Continued...

- Requires accessory dwelling unit to be constructed on a permanent foundation.
- Added a rental section, stating that the rented unit shall not be leased for any period less than 30 days.
- Updated the Recordation of Deed restriction section legalizing the rental section.





Section 18.31

Table 18.31.01

- Section 18.31 Standards for Residential Districts, Table 18.31.01 Developed Standards in Residential Zones, changed to meet minimum standards for rear and side setbacks to 4 feet.

- Maximum Floor Area:
 - Attached - 1,000 sq. ft.
 - Detached - 1,000 sq. ft.
 - Internal - 50 percent of the existing primary dwelling.
 - Junior – 500 sq. ft.

- Must be in the rear 50% of the lot.





Section 18.31

Table 18.31.01

Continued

- A minimum 5-foot distance shall be maintained between a detached accessory dwelling units and the primary building on the site. A detached accessory structure shall be set back from the other structures on the site as required by the building code.
- #7. For Junior Accessory Dwelling Units and Internal ADUs, no setbacks and height required, other than that of the primary dwelling.
- #8. Conversion and replacing applies only to existing, permitted accessory dwelling units.
- #9. The proposed increase in gross floor area of an attached or detached accessory dwelling unit shall not exceed 50 percent of the existing living area.



Section 18.31

Table 18.31.01

Continued

- #10. Please refer to section 18.30.170 - H., I., J.

H. An internal ADU may be constructed regardless of whether it conforms to the current zoning requirement for building separation or setbacks;

I. If an internal ADU is proposed to be constructed within an existing accessory structure, the city shall ministerially permit an expansion of the existing accessory structure by up to 150 square feet for the purpose of accommodating ingress and egress;

J. If an existing structure is demolished and replaced with an accessory dwelling unit, an accessory dwelling unit may be constructed in the same location and to the same dimensions as the demolished structure.





Waterfront District Specific Plan

Table 3.5 Main Street Mixed Use Zone Allowed Uses

Table 3.7 Downtown Mixed Use Zone Allowed Uses

Section 6.2.2

Table 6.1 Residential Development Standards



Summary of Amendments

- Add “secondary units” as a permitted use in Main Street Mixed Use (MSMU) and Downtown Mixed Use (DMU) zones.
- Correction to provide proper reference to zoning code.
- Amendments to Table 6.1 Residential Development Standards.
 - Change allowable side setbacks from 0 to 4’.
 - Change the maximum height from 20’ to 16’.





Master Fee Schedule

Development Impact Fees
Section 11





Attachment 1

MASTER FEE SCHEDULE

Section 11: DEVELOPMENT IMPACT FEES



Fee Description	Fire Facilities & Equipment	Municipal Facilities & Equipment	OSSIP	Park Improvement	Police Facilities & Equipment
Single Family (per unit)	\$ 789	\$ 85	\$ 2,645	\$ 7,302	\$ 707
Multi-Family (per unit)	\$ 654	\$ 70	\$ 2,021	\$ 6,049	\$ 585
Industrial (per 1,000 square feet or portion thereof)	\$ -	\$ -	\$ -	\$ -	\$ -
Retail/Restaurant (per 1,000 square feet or portion thereof)	\$ 1,222	\$ 108	\$ 807	\$ -	\$ 397
Office/Industrial (per 1,000 square feet or portion thereof)	\$ 1,059	\$ 93	\$ 3,041	\$ -	\$ 1,657
Hotel/Motel (per room)	\$ 1,759	\$ 155	\$ 1,278	\$ -	\$ 629
	\$ 233	\$ 21	\$ 652	\$ -	\$ 321

Note: As of January 1, 2020 it is prohibited to charge impact fees for Accessory Dwelling Units under 750 square feet





Staff Recommendation

The City Council is being asked to hold a Public Hearing to discuss the draft ordinance. There are several actions the City Council can take:

- Introduce and waive reading of Ordinance as submitted by staff;
- Introduce and waive reading of Ordinance with amendments made by the City Council;
- Direct staff to make certain amendments or research certain items before coming back to the City Council at a subsequent Public Hearing; or
- Table discussion of the Ordinance at this time.



Building an ADU

Guidebook to accessory dwelling units
in the City of Suisun City

Table of contents

Overview

Introduction

Can I add a unit to my home?

Types of ADUs

Parking

What's next?

Drawing your ADU

FAQ

Resources and Credits

Overview

In January of 2017, a new California state law took effect that encourages homeowners to build “granny flats.” These housing units go by many names (backyard homes, secondary units, garage apartments, and the one we use here: accessory dwelling units or ADUs). Most homeowners can imagine many ways to use a rental unit on their property --for an elderly relative, extra income, a caregiver, or a grown child living at home. This handbook serves as a guide so homeowners can decide if it is possible to build an ADU on their property. It provides preliminary answers to key questions and shows the steps the City will require, and what the design and construction of an ADU will entail.

This guidebook helps you to get started and to prepare the basic information you will need to give the City (at the Dept. of City Planning and the Dept. of Building and Safety), your lender, your designer, and your contractor. When you have taken photographs, measured your backyard, and sketched your idea for an ADU, as this guidebook illustrates, you will be well on your way.

There are architects, builders, and planners ready to help you at every stage. This guidebook does not replace their services, but it does provide helpful advice, websites, phone numbers, and office locations where your more specific questions can be answered. Because ADU rules can change, check the date of the guidebook in your hands (at the bottom of the page). More up-to-date information will be available from the Development Services Department.

Good luck designing and building your ADU!

NOTE: Since every ADU project will be unique, there are important questions that we cannot answer, for instance: How long will it take to build? In addition, this guidebook does not substitute for required review by City agencies. All questions should be directed to the Planning Division and the Building Division.

Introduction

What is an ADU? An Accessory Dwelling Unit (ADU) is a residential unit that can be added to a lot with an existing single family home. ADUs can be detached (a separate building in a backyard), attached to or part of the primary residence, or a garage conversion. ADUs are independent rental units that have their own kitchens, bathrooms, living areas, and entrances.

Why build an ADU? ADUs can provide additional space for caregivers, grown children, elderly parents, or renters. Because ADUs are rental units, they produce additional household income. “Empty nesters” can stay in their neighborhoods by moving into a smaller ADU and renting their larger existing home to pay the mortgage. An ADU can be built to house a relative or caregiver. There are many reasons for building an ADU on your lot.

What is the law for ADUs in the City of Suisun City? The new state law (AB 2299, effective January 2017) applies to LA and makes it easier to build an ADU on a single family lot. The state law encourages the construction of accessory units because the City needs more housing. You can read the entire law at the California Legislative Information website by searching California AB 2299. Please be aware that the City may pass new laws that will affect ADU construction.

How to use this handbook? This handbook provides general guidelines for property owners who want to add an ADU to a lot that already contains an existing home. It describes the various physical forms that ADUs can take, like garage conversions or backyard homes. Please be aware that other city ordinances apply that could impact your process. Consult the Dept. of City Planning and the Dept. of Building and Safety for site feasibility. See the Appendix for contact information.

This handbook answers the following questions:

Can I add a unit to my lot?

How much will it cost (Approx.)?

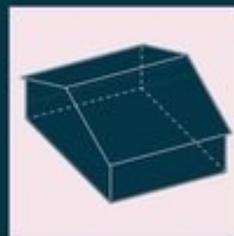
Can I convert my garage?

What are the necessary steps to build an ADU?

CAN I ADD A UNIT TO MY HOME?

CHECK ALL THAT APPLY

1. I OWN A SINGLE FAMILY HOME



2. MY HOME HAS...

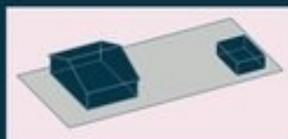
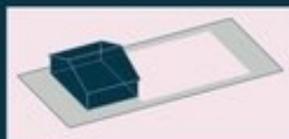
EXTRA
SPACE IN MY
BACKYARD

OR

A GARAGE
IN MY
BACKYARD

OR

ROOM THAT CAN BE
CONVERTED INTO A
UNIT WITH ITS OWN
ENTRANCE

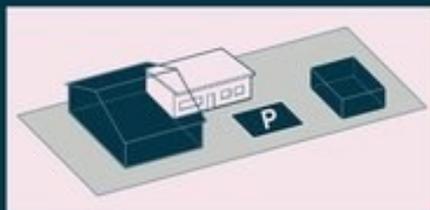


3. MY HOME ...

IS LOCATED WITHIN
1/2 MILE FROM PUBLIC
TRANSIT?

OR

HAS ROOM AND ACCESS
FOR AN ADDITIONAL
PARKING SPACE



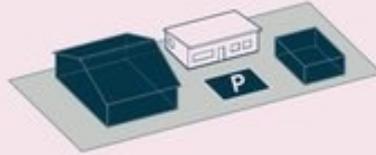
IF YOU CHECKED ALL THE BOXES YOU MAY BE ABLE TO BUILD AN ADU!

TYPES OF ADUs

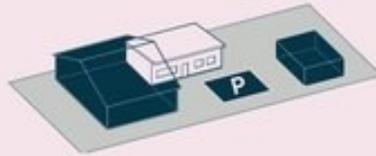
I WANT TO...

IT MAY LOOK LIKE...

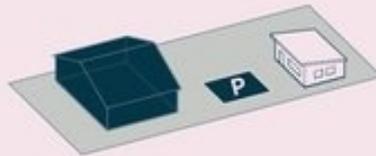
ADD A DETACHED UNIT ON MY LOT



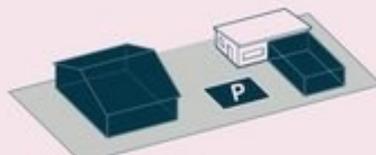
ADD AN ATTACHED UNIT TO MY HOME



CONVERT MY BACKYARD GARAGE



ADD AN ATTACHED UNIT TO MY BACKYARD GARAGE



Parking

How much space will I need for parking?

Many lots already accommodate two parking spaces in a garage. When you add an ADU, you may need to fit one extra parking space on your lot. If an additional space is required, the space must be covered.

You may not need additional parking if:

1. ADU is located within one-half mile of public transit.
2. ADU is located within an architecturally and historically significant district.
3. ADU is part of the existing primary residence.
4. There is a car-share vehicle located within one block of the ADU.

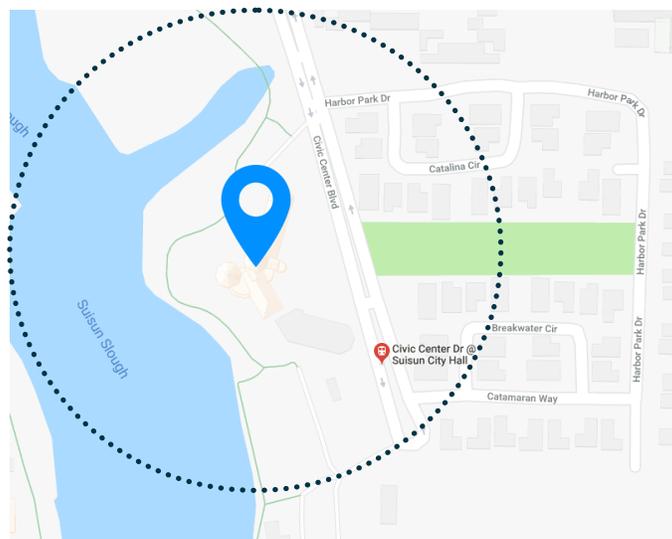
These are the four current parking exemptions as of May 2019, but parking requirements may change. Check with the Development Services Dept. for current requirements.

Is your lot near Transit?

Your lot may not need additional parking for your ADU, leaving room for open space, a patio, a bigger ADU, etc. If your lot is located within one-half mile of transit (defined as one-half mile from any bus stop or rail station), it should meet the parking exemption. Verify your specific lot status with the Development Services Dept., particularly since bus stops can move.



What are the bus stops near me?



Google Maps show transit stops. Bring a map like this to the Planning Division .

LOOKS LIKE I CAN ADD A UNIT TO MY LOT! WHAT'S NEXT?

1. COLLECT INITIAL INFORMATION



2. DESIGN + PERMITTING



3. CONSTRUCTION



DONE!
YOUR NEW UNIT IS READY



TIPS FOR DRAWING YOUR EXISTING LOT

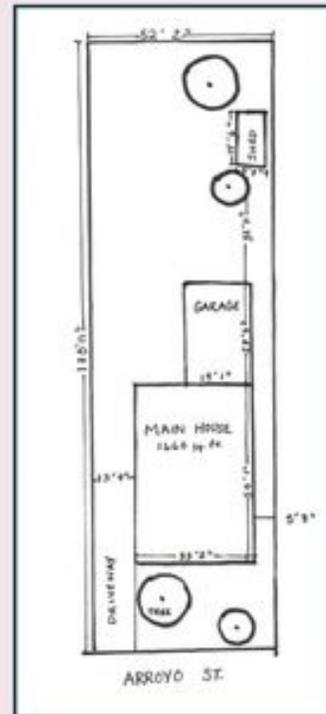
Measure and draw the shape of your lot.

Make notes of measurements on the sketch in terms of feet and inches.

As precisely as you can, draw the outline of your current house with measurements.

Measure and draw other permanent structures where they exist on your lot, such as a garage.

Mark the location of the driveway, major trees, and all structures (even if they will be demolished).



SKETCHING AN ADU ON YOUR EXISTING LOT

Make a copy of the drawing of your existing lot and sketch a floor plan of the ADU you want to build.

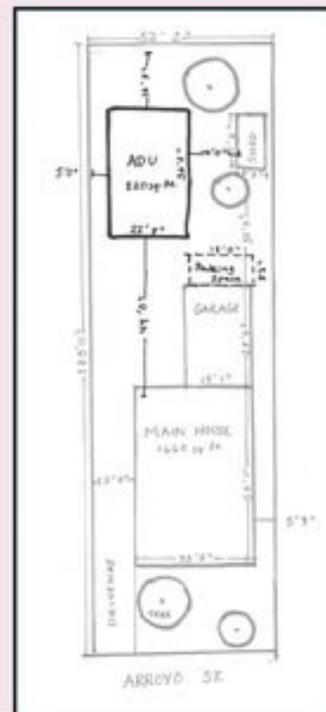
Show where you would park a car(s).

Tip: a typical parking space is 8ft 6in x 18 ft

Show any streets and alleys adjoining your lot.

Measure and block out 5 feet from each property line (for the setbacks).

Remember to leave at least 10 feet between the main house and your ADU, and avoid placing any structure(s) in the side and rear setbacks.



Frequently asked questions

Can I Sell my ADU? No, you can only sell your house and ADU together. ADUs can be rental units or occupied by the homeowner or family members

How do I tell if I'm Near Transit? Many lots in Suisun City are within a half-mile of transit, so ADU parking will not be required. First, see if your lot appears to be within a half-mile radius of a bus stop, rail station, or a dedicated space where a shared-vehicle is parked. Second, call the Development Services Dept. to give your property address. They can confirm whether you need to provide parking for your ADU

Can I legalize an unpermitted ADU on my lot? Although this guidebook focuses on new construction, you may be able to get permits that will legalize an existing rental unit on your property. You can contact the Development Services Dept. for more information.

How big can I make my ADU? There are some limits on the size of an ADU, based on the size of your lot and existing house. First, an attached ADU cannot be bigger than 50% of the existing house. In addition, most ADUs cannot exceed 1200 sq. ft. The Development Services Dept. will need to verify the specifics related to your project

How much will my ADU cost? Since the size and construction of each ADU will differ, it is impossible to estimate the cost of your ADU. The cost per-square-foot of an ADU is likely to be the same as any other new residential construction; builders and architects can give you rough estimates.

FEES

Impact Fees	Attached up to 500sqft.	Attached over 500sqft.	Detached up to 500sqft.	Detached over 500sqft.	Converted Interior (C)	Converted Interior (NC)
Suisun City	\$8946.00	\$8946.00	\$8946.00	\$8946.00	\$8946.00	\$8946.00
Solano County	\$4575.00	\$4575.00	\$4575.00	\$4575.00	\$4575.00 ***contact County	\$4575.00
School District	\$0.00	\$3K—\$7.3K	\$0.00	\$3K—\$7.3K	\$0.00	\$3K - \$7.3K ***contact School Dis.
Sewer District	\$3768.60	\$3768.60	\$6281.00	\$6281.00	\$0.00	\$0.00
Building Fees ***varies with level of construction	\$800 - \$2400	\$800 - \$2400	\$800 - \$2400	\$800 - \$2400	\$800 - \$1800	\$800 - \$1800
TOTAL:	\$18,089.60 - \$19,689.60	\$21,089.60 - \$26,989.60	\$20,602.00 - \$22,202.00	\$23,602.00 - \$29,502.00	\$14,321.00 - \$15,321.00	\$17,321.00 - \$22,621.00

Resources

AB 2299 full text

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160

AB2299 SB 1069 full text

https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201520160SB1069

City of Suisun City Development Services Dep.—Planning Division

<https://www.suisun.com/departments/development-services/planning/>

Due to the complex nature of planning and building regulations, web-based information may be difficult to navigate and interpret. Questions may be addressed to Senior Planner John Kearns at jkearns@suisun.com or 707.421.7337

CityLAB

https://static1.squarespace.com/static/58e4e9705016e194dd5cdc43/t/59b33bc749fc2b50d07ec8ed/1504918476849/09-05+_+ADU+Booklet.pdf

HCD

<http://www.hcd.ca.gov/policy-research/AccessoryDwellingUnits.shtml>