

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



CITY COUNCIL MEETING

First and Third Tuesday  
Every Month

## A G E N D A

### SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

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

TUESDAY, OCTOBER 1, 2019

5:30 P.M.

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

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#### **NOTICE**

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

#### **ROLL CALL**

Council/Board 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**

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

#### **City Council**

##### 1. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Discussion of potential exposure to litigation pursuant to Government Code Section 54956.9(d)(2) – (2 potential cases).

DEPARTMENTS: AREA CODE (707)

ADMINISTRATION 421-7300 ■ PLANNING 421-7335 ■ BUILDING 421-7310 ■ FINANCE 421-7320  
FIRE 425-9133 ■ RECREATION & COMMUNITY SERVICES 421-7200 ■ POLICE 421-7373 ■ PUBLIC WORKS 421-7340  
SUCCESSOR AGENCY 421-7309 FAX 421-7366

City Council

2. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager and Administrative Services Director  
Employee organization: Unrepresented Employees
3. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager and Administrative Services Director  
Employee organization: SCEA (Suisun City Employees' Association)
4. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager and Administrative Services Director  
Employee organization: SCMPEA (Suisun City Management and Professional Employees' Association)
5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8 Real Property Identified by APN's, 0173-010-210 and 0173-010-220, 320 and 322 Merganser Drive.  
Negotiating Party: City Manager  
Subject: Price and Terms of Payment  
Parties Negotiating With: TCC Properties

City Council Acting as Successor Agency

6. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8 Real Property Identified by APN's, 0032-091-170, 0032-091-180, 0032-091-190 and 0032-091-200 located at the southwest corner of Civic Center and Driftwood Drive.  
Negotiating Party: City Manager  
Subject: Price and Terms of Payment  
Parties Negotiating With: Main Street West Partners

**CONVENE OPEN SESSION**

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

**ADJOURNMENT**

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

***PLEASE NOTE:***

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

I, Donna Pock, Deputy City Clerk for the City of Suisun City, declare under penalty of perjury that the above agenda for the meeting of October 1, 2019 was posted and available for review, in compliance with the Brown Act.



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

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, OCTOBER 1, 2019  
 6:30 P.M.**

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

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**NOTICE**

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

(Next Ord. No. – 765)  
 (Next City Council Res. No. 2019 – 100)  
 Next Suisun City Council Acting as Successor Agency Res. No. SA2019 - 06  
 (Next Housing Authority Res. No. HA2019 – 06)

**ROLL CALL**

Council / Board Members  
 Pledge of Allegiance  
 Invocation

**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.)**

City Council

1. Public Safety and Emergency Management Advisory Committee - (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com) / Klein).

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

**PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

**City Council**

2. New LUCAS Chest Compression System – (Vincent: [jvincent@suisun.com](mailto:jvincent@suisun.com)).
3. Proclamation: Presented
  - a. Presentation of Proclamation to Suisun City Police Corporal Eric Vera, Proclaiming October 2019 as “Breast Cancer Awareness Month” in Suisun City.

**CONSENT CALENDAR**

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

**City Council**

4. Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the City Manager to Execute a Funding Agreement with the Solano Transportation Authority for the Crystal Middle School Traffic Calming Project - (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).

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

5. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on September 3, 2019 and September 17, 2019 – (Hobson: [Clerk@suisun.com](mailto:Clerk@suisun.com)).

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

6. Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the Application for Parks and Water Bond Act of 2018 (Proposition 68) Per Capita Funding – (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).
7. Council Adoption of Resolution No. 2019-\_\_\_: Adopting the Public Art Policy as Recommended by the Recreation, Parks, and Marina and Arts Commission (RPMA) – (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).

**REPORTS: (Informational items only.)**

8. a. Council/Boardmembers  
b. Mayor/Chair
9. 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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*PLEASE NOTE:*

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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 October 1, 2019 was posted and available for review, in compliance with the Brown Act.

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**INFORMATIONAL REPORT  
PUBLIC SAFETY AND EMERGENCY MANAGEMENT CITIZEN ADVISORY COMMITTEE**

1 October 2019

**Activities centered around problem identification:**

1. Reviewed Current status of FD and PD ability to meet city needs
  - a. Largest challenge is funding
  - b. Explored funding sources
2. Committee has an extensive directorate from City Council. We decided to focus on understanding how to best manage scope of issues
3. Emergency Operations Center EOC
  - a. Recognized need to establish EOC
  - b. Permanent Police Substation needs renovation/outfitting
  - c. Temporary EOC at firehouse
  - d. Able to repurpose equipment from temporary EOC
4. Reviewed AZ Republic/US Today Western States Wildfire Report. An in-depth review of the Camp Fire including Suisun in Paradise and a survey of 5K towns in the 11 Western States [https://www.azcentral.com/in-depth/news/local/arizona-wildfires/2019/07/22/wildfire-risks-more-than-500-spots-have-greater-hazard-than-paradise/1434502001/?fbclid=IwAR1QdmmtWLVqZHRJBCiifs6NgJ2V0c-rdg21wbhSipNtEJVRSI\\_uxxAIMus](https://www.azcentral.com/in-depth/news/local/arizona-wildfires/2019/07/22/wildfire-risks-more-than-500-spots-have-greater-hazard-than-paradise/1434502001/?fbclid=IwAR1QdmmtWLVqZHRJBCiifs6NgJ2V0c-rdg21wbhSipNtEJVRSI_uxxAIMus)
  - a. Suisun issues/short falls
  - b. 4X median for evacuation route obstacles
  - c. Identified that 5% of residents have problems with English
  - d. Suisun has not tested its Emergency notification system
  - e. Identified major difficulties communicating public safety information to public. This is part of a general prob the city has in publicizing challenges and dispensing public safety issues
  - f. The AZ Republic mapped all locations across the West that are authorized to send wireless messages. Just over half — 215 counties out of a total 413 — have been authorized by the Federal Communications Commission to communicate with all cellphones in a targeted area. Even in locations where wireless alerts are approved, the system is often untested: Only 59 counties sent out alerts from 2013 to 2019, and just 30 have used the system since 2018, according to The Republic's analysis.

**Ongoing investigations**

1. Alternate Evacuation routes
2. Approach Nixle for ideas on how to publicize subscriptions

AZ Republic/US Today Western States Wildfire Report

**Suisun City, Calif.**

**Wildfire hazard potential?** Each line represents one town in the data

1.59



15 Median: 2.08

**Evacuation constraint ?**

488.0



01,350 Median: 110.0

**Percentage of residents over age 75 ?**

3.8%



0%100% Median: 5.6%

**Percentage of residents with a disability ?**

11.8%



0%100% Median: 13.5%

**Percentage of residents with limited English proficiency ?**

5.4%



0%100% Median: 0.6%

**Percentage of households living in mobile home parks ?**

0.8%



0%100% Median: 0.0%

— By Pamela Ren Larson, Dennis Wagner, Ryan Marx and Mitchell Thorson / USA TODAY NETWORK

Office of the Mayor  
Suisun City, California

# Proclamation



**WHEREAS**, while considerable progress has been made in the fight against breast cancer, it remains one of the most commonly diagnosed cancer in United States; and

**WHEREAS**, the City of Suisun City is committed to raising awareness about breast cancer and the impact it has on our loved ones, colleagues, and community members; and

**WHEREAS**, thousands of women and men in our country courageously fight to survive breast cancer. Each year, it is estimated that more than 270,000 new cases of invasive breast cancer will be diagnosed, although women make up the lion share, 1% of all breast cancer cases occur in men. It is expected that in 2019, 42,260 women and men will die from breast cancer; and

**WHEREAS**, October is Breast Cancer Awareness Month, a nationally established annual campaign to increase awareness about the disease. During this month, we reaffirm our commitment to support breast cancer research, to educate all citizens about its risk factors, detection and treatment, and to encourage all to get screened regularly; and

**WHEREAS**, we as city honor the lives lost to the disease and recognize breast cancer survivors, those currently battling the disease, their families and friends who tirelessly support and care for those inflicted, and applaud the efforts of our medical professionals and researchers working to find a cure.

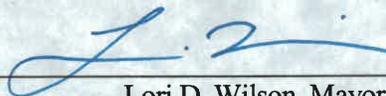
**NOW, THEREFORE, BE IT RESOLVED** that I, Lori D. Wilson, by virtue of the authority vested in me as Mayor of the City of Suisun City, do hereby proclaim the month of October 2019 as:

**“Breast Cancer Awareness Month”**

in the City of Suisun City, and encourage all residents of Suisun City to prevent breast cancer deaths through awareness, increased education, and regular screenings.



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



Lori D. Wilson, Mayor

ATTEST: 

DATE: October 1, 2019

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## AGENDA TRANSMITTAL

**MEETING DATE:** October 1, 2019

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**CITY AGENDA ITEM:** Adoption of Council Resolution No. 2019-\_\_: Authorizing the City Manager to Execute a Funding Agreement with the Solano Transportation Authority for the Crystal Middle School Traffic Calming Project.

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**FISCAL IMPACT:** There would be no impact to the General Fund. The City is eligible to receive a total of \$99,500 as part of Solano County's funding allocation from the Bay Area Air Quality Management District (BAAQMD) funds for clean air projects which is distributed by the Solano Transportation Authority (STA). Suisun City was selected to receive this grant to install rectangular rapid flashing beacons and associated traffic calming improvements at an existing crosswalk fronting Crystal Middle School on Whispering Bay Lane, south of Almond Street. There is no required local match for these funds. Staff's cost estimate for the project including design and construction, including a 10% contingency, is \$99,500. This action would not award any design or construction contracts at this time.

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**BACKGROUND:** The Bay Area Air Quality Management District's (BAAQMD) Transportation Fund for Clean Air (TFCA) is collected from a \$4 fee on all vehicle registrations within the Air District's boundaries. 60% of these funds are applied to the TFCA Regional Program, which is administered by BAAQMD. The remaining 40% is distributed to each Bay Area county Congestion Management Agency (CMA) and is called County Program Manager Funds.

BAAQMD, in coordination with the CMA's, establishes TFCA policies for both programs annually. Eligible TFCA projects are those that reduce air pollution from motor vehicles, such as clean air vehicles and infrastructure, carpools/vanpools, shuttle bus services, bicycle projects, and alternative mode promotional/educational projects. The TFCA County Program Manager Funds available for Solano County projects in FY 2019-20 is estimated to be \$345,995.

Southwestern portions of Solano County are eligible to apply for these funds. This area includes the cities of Benicia, Fairfield, Suisun City, and Vallejo, as well as the surrounding unincorporated areas. The Yolo-Solano Air Quality Management District provides similar funding (i.e. Clean Air Funds through a different process) for the remaining cities of Dixon, Rio Vista, Vacaville, and the surrounding unincorporated areas.

All eligible projects must meet cost effectiveness requirements related to the amount of emission reductions, and must submit monitoring reports twice a year. Past projects funded through the TFCA program include Class I and II bike facilities, Solano Mobility, and Safe Routes to School projects. STA staff aims to identify projects that align well with the goals of both BAAQMD and STA.

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**PREPARED BY:**  
**REVIEWED BY:**  
**APPROVED BY:**

Nick Lozano, Associate Engineer  
 Matt Medill, Public Works Director  
 Greg Folsom City Manager

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**STAFF REPORT:** At the January 9, 2019 STA Board meeting, the Board approved opening a Call for Projects for the STA Program Manager Funds. The Call for Projects was announced January 24 and closed on February 22, 2019. STA received a total of five applications, which included the City's application for the Crystal Middle School Traffic Calming Project.

The STA recommended to the Solano County's BAAQMD approval of four of the five proposed projects, and the BAAQMD approved the requested funding allocations for all four proposed projects, including the City's Crystal Middle School Traffic Calming Project. Moreover, the projects and funding recommendations were approved by the STA Technical Advisory Committee (TAC) at their April 25<sup>th</sup> meeting.

STA and BAAQMD have executed the program funding agreement. In order to move the City's traffic calming project forward, the attached project funding agreement between the STA and the City will need to be executed.

By entering into this funding agreement, the City agrees to the following:

1. To install rectangular rapid flashing beacons (RRFB) at an existing crosswalk which fronts the Crystal Middle School's main entrance to the school grounds, as well as a number of other tasks such as: modifying and upgrading the curb ramps (on each side of said crosswalk) and two nearby curb ramps to ADA-compliant curb ramps; curb bulb outs; upgrading the crosswalk to high visibility crosswalk; and installing advance warning signs, as identified in Exhibit A.
2. To be bound and abide by any and all applicable provisions of the Funding Agreement between STA and the BAAQMD for Fiscal Year 2019-20, which is attached as Exhibit B and incorporated by reference in the Agreement.
3. To cooperate with STA and do all such things, provide all such documentation, and take all such actions as shall be reasonably required by STA, to facilitate Suisun City's and STA's compliance with the Funding Agreement to complete all project work.
4. To submit invoices to STA at least on a quarterly basis.

By entering into this agreement, the STA agrees to the following:

Upon submission of an invoice by Suisun City, and upon approval of the STA's representative, pay Suisun City monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in this Agreement (\$95,500).

This Agreement will remain in effect from July 1, 2019 through December 31, 2021.

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**RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2019-\_\_\_\_: Authorizing the City Manager to Execute a Funding Agreement with the Solano Transportation Authority for the Crystal Middle School Traffic Calming Project.

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**ATTACHMENTS:**

1. Resolution No. 2019-\_\_: Authorizing the City Manager to Execute a Funding Agreement with the Solano Transportation Authority for the Crystal Middle School Traffic Calming Project.
2. Project Location Map.
3. Funding Agreement between the Solano Transportation Authority and the City of Suisun City for Crystal Middle School Traffic Calming.

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**RESOLUTION NO. 2019-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO EXECUTE A FUNDING AGREEMENT  
WITH THE SOLANO TRANSPORTATION AUTHORITY FOR THE CRYSTAL  
MIDDLE SCHOOL TRAFFIC CALMING PROJECT**

**WHEREAS**, the Bay Area Air Quality Management District (“BAAQMD”) Transportation Funds for Clean Air (“TFCA”) are administered by each Bay Area Congestion Management Agency (“CMA”); and

**WHEREAS**, the Solano Transportation Authority (STA), as the CMA for Solano County, administers the TFCA for the County; and

**WHEREAS**, Suisun City was selected to receive a total of \$99,500 as part of Solano County’s funding allocation from the Bay Area Air Quality Management District (BAAQMD) funds for clean air projects which is distributed by the Solano Transportation Authority (STA); and

**WHEREAS**, the City of Suisun City’s Crystal Middle School Traffic Calming Project will install rectangular rapid flashing beacons (RRFB) at an existing crosswalk fronting Crystal Middle School on Whispering Bay Lane and south of Almond Street, as well as associated improvements; and

**WHEREAS**, STA and BAAQMD have executed the program funding agreement; and

**WHEREAS**, in order to move the City’s traffic calming project forward, the attached project funding agreement between the STA and the City will need to be executed; and

**WHEREAS**, STA desires to fund the activities in accordance with the terms of the Funding Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Suisun City authorizes the City Manager to take all actions necessary to execute the Funding Agreement between the Solano Transportation Authority and the City of Suisun City for the Crystal Middle School Traffic Calming Project.

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Suisun City duly held on Tuesday, the 1st day of October 2019, by the following vote:

**AYES:** Councilmembers: \_\_\_\_\_  
**NOES:** Councilmembers: \_\_\_\_\_  
**ABSENT:** Councilmembers: \_\_\_\_\_  
**ABSTAIN:** Councilmembers: \_\_\_\_\_

**WITNESS** my hand and the seal of said City this 1st day of October 2019.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

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**PROJECT LOCATION MAP**  
Crystal Middle School Traffic Calming Project



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**FUNDING AGREEMENT  
BETWEEN THE  
SOLANO TRANSPORTATION AUTHORITY  
AND  
CITY OF SUISUN CITY  
FOR CRYSTAL MIDDLE SCHOOL TRAFFIC CALMING**

This Funding Agreement ("Agreement") is made on \_\_\_\_\_ between the Solano Transportation Authority, a joint powers authority organized under Government Code section 6500 et seq. consisting of the County of Solano and the Cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun, Vacaville and Vallejo ("STA"), and the City of Suisun City ("Suisun City").

**RECITALS**

WHEREAS, the Bay Area Air Quality Management District ("BAAQMD") Transportation Funds for Clean Air ("TFCA") are administered by each Bay Area Congestion Management Agency ("CMA"); and

WHEREAS, the Solano Transportation Authority, as the CMA for Solano County, administers the TFCA for the County; and

WHEREAS, the City of Suisun City's Crystal Middle School Traffic Calming Project will implement traffic calming strategies and infrastructure, which is eligible for TFCA funds; and

WHEREAS, STA desires to fund the activities in accordance with the terms of this Agreement.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

**A. Project and Funding Identification:**

1. Suisun City shall perform those services as set forth in the STA staff report dated February 21, 2019, approved by the STA Board on May 8, 2019, and the Project Information Sheet, all of which are attached and incorporated by this reference as Exhibit A.

2. The maximum funding amount allocated for these activities is \$99,500.

**B. Suisun City Agrees:**

1. To install rectangular rapid flashing beacons (RRFB) at an existing crosswalk which fronts the Crystal Middle School's main entrance to the school grounds; as well as a number of other tasks

such as: modify and upgrade the curb ramps (on each side of said crosswalk) and two nearby curb ramps to ADA-compliant curb ramps; curb bulbouts; upgrading the crosswalk to a high visibility crosswalk; and installing advance warning signs; as identified in Exhibit A.

2. To be bound and abide by any and all applicable provisions of the Funding Agreement between STA and the Bay Area Air Quality Management District (BAAQMD) for Fiscal Year 2019-20 which is attached as Exhibit B and incorporated by reference as if fully set forth in this Agreement.

3. To cooperate with STA and do all such things, provide all such documentation, and take all such actions as shall be reasonably required by STA, to facilitate Suisun City's and STA's compliance with the Funding Agreement to complete all project work.

4. To submit invoices to STA at least on a quarterly basis.

**C. STA Agrees:**

Upon submission of an invoice by Suisun City, and upon approval of the STA's representative, pay Suisun City, within thirty (30) days of receipt of invoices, in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for in this Agreement.

**D. Mutual Responsibilities:**

1. Term: This Agreement shall remain in effect from July 1, 2019 through December 31, 2021, unless it is terminated earlier as provided below.

2. Termination: STA's obligation under this Agreement is subject to the availability of authorized funds. Either Party may terminate the Agreement, or any part of the work, without prejudice for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Agreement, or any subsequent Amendment either Party may, upon written notice terminate this Agreement in whole or in part pursuant to this clause at least sixty (60) days prior to the effective date of termination.

3. Indemnity:

a. Suisun City shall indemnify, defend with counsel approved by STA, and hold harmless, STA and its member jurisdictions, and their respective officials, officers, directors, employees, agents, and volunteers, from and against any and all claims, suits, actions, causes of action, loss, damages, expense and costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with performance of work hereunder, including, but not limited to, performance of work on the Project, or Suisun City failure to comply with any of its obligations or performance of services contained in this Agreement, except such losses or damages which are caused by the sole negligence or willful misconduct of STA.

b. STA shall indemnify, defend with counsel approved by Suisun City, and hold harmless, Suisun City and its member jurisdictions, and their respective officials, officers, directors,

employees, agents, and volunteers, from and against any and all claims, suits, actions, causes of action, loss, damages, expense and costs (including, without limitation, costs and fees of litigation) of every nature arising out of or in connection with performance of work hereunder, including, but not limited to, performance of work on the Project, or STA's failure to comply with any of its obligations or performance of services contained in this Agreement, except such losses or damages which are caused by the sole negligence or willful misconduct of Suisun City.

4. Insurance:

a. Suisun City will maintain status as legally self-insured public entities for general, auto and professional liability insurance coverage with limits of no less than \$1,000,000 per occurrence and no less than twenty-five million dollars (\$25,000,000) aggregate. Each Party's insurance will be considered primary for all claims arising out of acts of that Party. Each Party agrees to endorse the other Party, its officials, employees and agents, using standard ISO endorsement No. CG2010 or its equivalent for general liability coverage.

b. Each Party will maintain Workers' Compensation as required by law for all its employees. Neither Party's insurance shall be called upon to satisfy any claim for workers' compensation filed by an employee of the other Party. Each Party will provide the other with a Waiver of Subrogation endorsement for Workers Compensation. Each Party also agrees to require all consultants, contractors and subcontractors engaged to work on this Project to carry the same Workers Compensation insurance limits and endorsements.

5. Notice: All notices and other communications required or permitted to be given under this Sub-Agreement shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective Parties as follows:

**TO STA:**

Daryl K. Halls, Executive Director  
Solano Transportation Authority  
One Harbor Center, Suite 130  
Suisun City, CA 94585  
Attn: Triana Crighton, Assistant Planner

**TO SUISUN CITY:**

Greg Folsom, City Manager  
City of Suisun City  
701 Civic Center Blvd.  
Suisun City, CA 94585  
Attn: Matt Medill, Public Works Director  
Nick Lozano, Associate Engineer

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days following the date of deposit with the United States Postal Service.

6. Assignability: Neither Party to this Agreement shall assign or transfer any interest in this Agreement nor the performance of any duties or obligations hereunder, without the prior written consent of the other Party, and any attempt by either Party to so assign or transfer this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

7. Governing Law: The Parties agree that the law governing this Agreement shall be that of the State of California.

8. Venue: In the event that suit shall be brought by either Party, the Parties agree that venue shall be exclusively vested in the state courts of the County of Solano, or where otherwise appropriate, exclusively in the United States District Court, Eastern District of California, Sacramento, California.

9. Interpretation: Each Party has reviewed this Agreement and any question of doubtful interpretation shall not be resolved by any rule or interpretation providing for interpretation against the drafting Party. This Agreement shall be construed as if both Parties drafted it. The captions and headings contained herein are for convenience only and shall not affect the meaning or interpretation of this Agreement.

10. Force Majeure: Neither the STA nor Suisun City shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or for any interruption of services, directly or indirectly, from acts of god, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the STA or Suisun City.

11. Controlling Provisions: In the event of a conflict between the provisions of this Agreement and those of the BAAQMD Agreement, the terms and conditions of this Agreement shall be controlling as to the Parties to this Agreement.

12. Access to Records and Retention: All Parties, acting through their duly authorized representative, as well as any federal or state grantor agency providing all or part of the funding associated with this Agreement, the State Controller, the Comptroller General of the United States, and the duly authorized representatives of any of the Parties, shall have access to any books, documents, papers and records of any Party which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, the Parties shall maintain all required records for three years after final payment for any work associated with this Agreement, or after all pending matters are closed, whichever is later.

13. Prior Agreements and Amendments: This Agreement, including Exhibits A and B, represent the entire agreement of the Parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the

Parties except as expressly set forth in this Agreement. This Agreement may only be modified by a written amendment duly executed by the Parties.

The Parties have executed this Agreement on the day and year first written above.

**“STA”**

**“Suisun City”**

**SOLANO TRANSPORTATION AUTHORITY**

**CITY OF SUISUN CITY**

By: \_\_\_\_\_  
Daryl K. Halls  
Executive Director

By: \_\_\_\_\_  
Greg Folsom  
City Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
STA Legal Counsel

By: \_\_\_\_\_  
Suisun City Legal Counsel

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Exhibit A

**Project Information Sheet**

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## BAAQMD TFCA COUNTY PROGRAM MANAGER FUNDS FYE 2020 PROJECT INFORMATION

- A. Project Number: 20SOL02
- B. Project Title: Suisun City's Crystal Middle School Traffic Calming Project
- C. TFCA Program Manager Funds Allocated: \$99,500.00
- D. TFCA Regional Funds Awarded (if applicable): \$\_\_\_\_\_
- E. Total TFCA Funds Allocated (sum of C and D): \$99,500.00
- F. Total Project Cost: \$99,500.00
- G. Project Description:

*Include information sufficient to evaluate the eligibility and cost-effectiveness of the project. Examples of the information needed include but are not limited to: what will be accomplished by whom, how many pieces of equipment are involved, how frequently it is used, the location, the length of roadway segments, the size of target population, etc. Background information should be brief. For shuttle/feeder bus projects, indicate the hours of operation, frequency of service, and rail station and employment areas served.*

This Safe Routes to School/traffic calming project is located on Whispering Bay Lane, immediately fronting Crystal Middle School. It is completely within the City's Priority Development Area (PDA) and the proposed improvements will be completely within the City's right-of-way. See attached Location Map and Aerial Photo.

This proposed TFCA project will install rectangular rapid flashing beacons (RRFB) at an existing crosswalk which fronts the Crystal Middle School's main entrance to the school grounds. The project scope will also include modifying and upgrading the curb ramps (on each side of said crosswalk) and two nearby curb ramps to ADA-compliant curb ramps; curb bulbouts; upgrading the crosswalk to a high visibility crosswalk; and installing advance warning signs.

In December 2018, the school had inquired through Suisun City's School Resource Officer, Corporal Lex Egbert, about the possibility of the City making this crosswalk safer for its students. See attached email from Corporal Egbert. This project crosswalk is one of the main crosswalks that the students use to and from school. It is also the primary vehicle route to and from the school's parking lot that the school has designated for its formal on-site student drop off and pick up areas.

- H. Final Report Content: Final Report Form For Smart Growth/Traffic Calming and final Cost Effectiveness Worksheet
- I. Attach a completed Cost-effectiveness Worksheet and any other information used to evaluate the proposed project.
- J. Comments (if any):

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Exhibit B

**Funding Agreement Between Solano Transportation Authority and Bay Area Air Quality  
Management District**

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FUNDING AGREEMENT  
BETWEEN  
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
AND  
SOLANO TRANSPORTATION AUTHORITY  
20-SOL

This Funding Agreement (Agreement) is entered into between the Solano Transportation Authority, hereinafter referred to as "County Program Manager," and the Bay Area Air Quality Management District, hereinafter referred to as "Air District," hereinafter referred to jointly as "Parties." This Agreement includes Attachment A, which specifies the funding allocated under this Agreement, and Attachment B, which pertains to insurance requirements.

SECTION I

RECITALS:

- 1) The Air District is authorized under California Health and Safety (Health & Safety) Code Sections 44223 and 44225 to levy a fee on motor vehicles registered within its jurisdiction ("Motor Vehicle Fees"), a portion of which the Air District receives and dedicates to its Transportation Fund for Clean Air (TFCA) program.
- 2) TFCA program monies may be allocated for projects to reduce air pollution from motor vehicles and to implement transportation control measures included in the plan adopted pursuant to Health and Safety Code Sections 40233, 40717, and 40919.
- 3) In accordance with Health and Safety Code Section 44241(d), the Air District allocates not less than forty (40) percent of the TFCA monies received to implement the TFCA County Program Manager program ("Program").
- 4) The Air District has been notified, in a communication dated August 17, 1992, that the County Program Manager is the duly authorized recipient of the proportionate share of Program monies for Solano County, and has been so designated by resolution(s) adopted by the Solano County Board of Supervisors and by the city councils of a majority of the cities representing a majority of the population in the incorporated area of the county. The terms and conditions for the expenditure of the County's Program monies by the County Program Manager are set forth in the resolution(s).
- 5) On November 7, 2018, the Air District Board of Directors ("Board of Directors") approved the TFCA County Program Manager Fund Policies for Fiscal Year Ending 2020 ("Policies"). The Policies set forth requirements, including eligibility and cost-effectiveness requirements, for projects funded by TFCA funds in fiscal year ending (FYE) 2020. The Policies are incorporated as Appendix D and made a part of the "County Program Manager Fund Expenditure Plan Guidance for Fiscal Year Ending 2020, December 5, 2018" ("Guidance"), and are incorporated herein and made a part hereof by this reference as if fully set forth herein.
- 6) On or about March 3, 2019, the County Program Manager submitted an Expenditure Plan Application to the Air District for its Solano County TFCA Program ("Solano County TFCA Program"), which specified interest income earned by the County Program Manager and

TFCA funds from previously funded TFCA projects available for reprogramming to other eligible TFCA projects.

- 7) On May 1, 2019, the Board of Directors approved an estimated new allocation of FYE 2020 TFCA Program monies of \$361,193 for Solano County (New FYE 2020 TFCA Allocation), which is estimated based upon the County's proportionate share of the California Department of Motor Vehicle ("DMV") fee-paid vehicle registration. On this same date, the Board of Directors approved an estimated total funding level for FYE 2020 for Solano County to be administered by the County Program Manager (FYE 2020 TFCA funds), including this new allocation, any reprogramming of previous TFCA monies remaining from projects from previous fiscal years, and any interest earned in the prior year, of \$368,569, which is covered under this Agreement ("TFCA Funds").
- 8) The Air District and the County Program Manager, pursuant to Health and Safety Code Section 44241, hereby enter into this funding agreement to implement the Program within Solano County; to select and fund projects that improve air quality in the San Francisco Bay Area Air Basin and comply with the Policies; and to oversee such funded projects to assure that they meet, and are implemented in accordance with, the Policies and the terms of this funding agreement ("Agreement"). This Agreement covers the funding allocation set forth in Paragraph 7 above.

## SECTION II

### COUNTY PROGRAM MANAGER AGREES:

- 1) To implement the FYE 2020 Program within Solano County in accordance with this Agreement and the Policies.
- 2) To select and fund projects that improve air quality in the San Francisco Bay Area Air Basin and that comply with the Policies and the terms of this Agreement ("Program Projects"). Recipients of TFCA Funds may include the County Program Manager, which undertakes its own County projects, and other entities ("Sub-awardees"). The County Program Manager shall designate the Program Projects as FYE 2020 Program Projects for administrative purposes.
- 3) Except in the case where the County Program Manager is the Sub-awardee, to enter into a binding agreement with each Sub-awardee that sets forth the maximum amount of TFCA Funds awarded for each Program Project, and requires each Sub-awardee to comply with the terms of this Agreement and the Policies and to implement the Program Projects as approved by the County Program Manager. The County Program Manager shall maintain copies of the County Program Manager's written agreements with Sub-awardees and any amendments thereto with Sub-awardees to carry out the Program Projects.
- 4) To encumber and expend all TFCA Funds within two (2) years of receipt of the first payment of the TFCA funds ("Expenditure Deadline"). The County Program Manager may extend this time limit to December 31, 2023, if consistent with the Policies:
  - a) The County Program Manager approves an application to extend the time to implement a particular Program Project, which extended deadline will be later than two (2) years from the date the County Program Manager receives the first payment of TFCA funds, or

- b) The County Program Manager finds, based on the Sub-awardee's application that despite significant progress on the particular Program Project, the Sub-awardee requires additional time to implement the Program Project.
- 5) To return to the Air District any TFCA Funds and associated interest unexpended as per Section II, Paragraph 4 unless either:
  - a) The County Program Manager has approved an extension for a Sub-awardee to implement its Program Project(s) as per Section II, Paragraph 4, or
  - b) The Air District and the County Program Manager have amended this Agreement to provide for further extensions of time to expend such funds.
- 6) To maintain, at all times during the term of this Agreement, a separate account or sub-ledger for all TFCA Funds and to withdraw funds from this separate account only for the reimbursement of costs to implement Program Projects. Failure to comply with this paragraph shall constitute grounds for termination pursuant to Section IV, Paragraph 2 below.
- 7) To maintain, or cause to be maintained, adequate records to document and demonstrate to Air District staff and auditors the receipt, interest accrual, and expenditures of Air District funds to implement the Program.
- 8) To track and report to the Air District all interest accrued from TFCA Funds.
  - a) The County Program Manager shall not use interest from TFCA Funds for administrative purposes.
  - b) The County Program Manager's distribution of any interest funds shall be at the discretion of the County Program Manager, after consultation with the Air District and shall be in accordance with the Policies and applicable State law.
- 9) To track and report to the Air District any TFCA Funds and associated interest unencumbered at the time of completion or termination of a Program Project. The distribution of any such funds and associated interest shall be at the discretion of the County Program Manager, after consultation with the Air District.
- 10) To limit administrative costs to conduct the Program to no more than six and one quarter percent (6.25%) of the New FYE 2020 TFCA Allocation received by the County Program Manager.
- 11) To allow, and to require the Sub-awardees to allow, the Air District's staff, its authorized representatives, and its independent auditors, during the term of this Agreement and for three (3) years from the end of each project's implementation period, to conduct performance and financial audits of the County's Program and Program Projects and to inspect the Program Projects. During audits, the County Program Manager will make available to the Air District in a timely manner all records relating to the County Program Manager's implementation of the Program and of Sub-awardees' expenses and performance of their Program Projects. During inspections, the County Program Manager will provide, at the request of the Air District, access to inspect a Sub-awardee's Program Projects and related records.
- 12) To keep, and to require Sub-awardees to keep, all financial and Program Project implementation records necessary to demonstrate compliance with this Agreement and the

Program. Such records include the reports required by Section II, Paragraphs 8 and 15 and those records required to demonstrate compliance with the terms of this Agreement, including those records specifically listed in Section II, Paragraphs 3, 6, 7, 8, 9, 10, 11, 13, 15, 16, and 20. Such records shall include documentation that demonstrates significant progress made for those Program Projects seeking extensions to the completion date. The County Program Manager shall keep such documents in a central location, and require its Sub-awardee to keep such records at a central Sub-awardee location, for a period of five (5) years from the end of each project's Years of Effectiveness.

- 13) To maintain, and to require that each Sub-awardee maintain, employee time sheets documenting those hourly labor costs incurred in the implementation of this Agreement, including both administrative and Program Project implementation costs, or to establish an alternative method to document staff costs charged to the funded project.
- 14) To distribute TFCA Funds allocated to a Sub-awardee only as reimbursement for documented Program Project costs that are eligible and approvable under the Policies.
- 15) To prepare and submit reports to the Air District as follows:
  - a) Semi-annual Funding Status Report: Beginning May 31, 2020, the County Program Manager shall submit a report by May 31 and October 31 of each year until all Program Projects are completed that specifies a) the Program Projects that have been cancelled, completed, and completed at a cost less than the allocation during the previous six-month period and if completed at a lesser cost, the amount of associated unexpended funds; and b) the Program Projects for which the County Program Manager has extended any deadlines and, for those projects, the revised completion date and documentation of the County Program Manager's certification that, pursuant to Health and Safety Code Section 44242(d), the Sub-awardee had made significant progress.
  - b) Final Reports: Beginning May 31, 2020, the County Program Manager shall submit by each May 31 and October 31, until all Program Projects are completed, a Final Report for each completed Program Project, which itemizes (a) the expenditure of the TFCA Funds, and (b) the results of the monitoring of the performance of each Program Project on Air District-approved report forms.
  - c) Interim Project Reports: Beginning October 31, 2020, the County Program Manager shall submit by each October 31 an Interim Project Report for each Program Project that has not been completed and which itemizes (a) the expenditure of the TFCA Funds, and (b) the status of each Program Project's implementation on Air District-approved report forms.
  - d) If the due date for a report specified above falls on a weekend or on a State holiday, then that report is due on the following business day.
  - e) At its discretion, the Air District may accept and process a late-submitted report, without thereby waiving or amending the submission deadline of any or all subsequent reports.
- 16) To acknowledge, and to require all Sub-awardees to acknowledge, the Air District as a Program Project's funding source during the implementation of a Program Project and to use the Air District's approved logo as specified below:
  - a) The logo shall be used on signs posted at the site of any Program Project construction.

- b) The logo shall be displayed on any vehicles or equipment operated or obtained as part of a Program Project.
  - c) The logo shall be used on any public information material relating to a Program Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps and other promotional materials.
  - d) The County Program Manager shall retain documentation, such as photographs of vehicles and copies of press releases, demonstrating that Air District logos are used and displayed as required.
- 17) To assure that all TFCA Funds received under this Agreement are expended only in accordance with all applicable provisions of law for projects that are implemented directly by the County Program Manager, and to require Sub-awardees to expend the funds only in accordance with all applicable provisions of law.
- 18) To return, and to require that Sub-awardees return, to the County Program Manager all TFCA Funds that are not expended in accordance with applicable provisions of law.
- 19) To return funds to the Air District, and require that Sub-awardees return their funds to the County Program Manager if a project is not maintained and/or operated throughout and until the conclusion of each Project's Years of Effectiveness. The Project's Years of Effectiveness is the default value stated in Appendix H of the Guidance for the applicable project type, unless a different value was approved and shown to yield a Project meeting the cost-effectiveness requirement in the Policies by the County Program Manager. The amount of funds returned to the County Program Manager shall be calculated on a prorated basis. Any such funds returned to the County Program Manager shall be reallocated to eligible TFCA Program Projects.
- 20) To obtain and maintain, and to require that each Sub-awardee obtain and maintain, throughout the Term of this Agreement, the insurance coverage specified in "Insurance Requirements," Attachment B, and to comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements is a breach of this Agreement.
- 21) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 *et seq.*), to make available to the public and to require that Sub-awardees make available to the public any software, written documents, or other products developed with TFCA Funds.

### SECTION III

#### AIR DISTRICT AGREES:

- 1) To pay the FYE 2020 TFCA monies, the amount of which is estimated on Attachment A, Summary Information, Line 3 and calculated as set forth in Section III, Paragraphs 1a and 1b below, for Program Projects and administration that are consistent with the Policies and this Agreement, in two payments. Payments shall be made after this Agreement has been signed by both the County Program Manager and the Air District. Notwithstanding the above, the

Air District is only obligated to pay that portion of the FYE 2020 TFCA monies that constitutes that portion of the fees subvended by the DMV for calendar year 2019 to the Air District for its allocation to the County Program Manager from the Program funds. To the extent the estimated FYE 2020 TFCA monies exceed the Motor Vehicle Fees that are received by the Air District and are available to the County Program Manager, the County Program Manager understands and agrees that the Air District will not pay the difference between the Motor Vehicle Fees available and the estimated FYE 2020 TFCA monies.

- a) To endeavor to forward the first payment within thirty (30) business days of the Air District receiving from the DMV all the revenues that comprise the payment. The first payment shall represent the County's proportionate share of the Program revenues generated from registration fees paid for motor vehicles that registered in Solano County between January 1, 2019, and June 30, 2019, less Air District's administrative and audit costs.
  - b) To endeavor to forward the second payment within thirty (30) business days of the Air District receiving from the DMV all the revenues that comprise the payment. The second payment shall represent the County's proportionate share of the Program revenues generated from registration fees paid for motor vehicles that registered in Solano County between July 1, 2019, and December 31, 2019, less Air District's administrative and audit costs.
- 2) To provide timely notice prior to conducting an audit.
  - 3) To provide the County Program Manager, and any other requesting party, a copy of the fiscal and performance audits conducted pursuant to Section 44242 of the Health and Safety Code.
  - 4) To provide the County Program Manager with all Air District-approved County Program Manager reporting forms required for the County Program Manager to submit pursuant to this Agreement, including the reports required pursuant to Section II, Paragraph 15 above.
  - 5) To provide a copy of the Air District logo to the County Program Manager solely for use to fulfill the obligation under Section II.16 of this Agreement.

#### SECTION IV

##### IT IS MUTUALLY AGREED:

- 1) Term: The term of this Agreement shall be from July 1, 2019 to December 31, 2028, unless it is terminated or amended as provided for in Paragraphs 2 and 8 of this Section or elsewhere in this Agreement, or unless this agreement has been fully satisfied.

The Sub-awardee has two years to implement the project. If the County Program Manager seeks to extend the project implementation period or the Expenditure Deadline in order to provide a Sub-awardee additional time to complete its Program Project(s) beyond the two-year extension already provided by the County Program Manager, the County Program Manager shall submit that request to the Air District no later than sixty (60) days prior to the end of the Term.

- 2) Termination: Either Party may terminate this Agreement at any time by giving written notice of termination to the other Party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination, unless the parties mutually agree to an earlier termination date. This Agreement shall also terminate at the end of the fiscal year during which the Solano Transportation Authority loses its designation as County Program Manager for Solano County.
- 3) Indemnity: The County Program Manager shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the County Program Manager of its duties under this Agreement and shall require Sub-awardees to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the project or operation or use of the equipment that is subject to this Agreement.
- 4) Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the addresses set forth below, or to such addresses which may be specified in writing to the Parties hereto.

Executive Director  
Solano Transportation Authority  
One Harbor Center, Ste. 130  
Suisun City, CA 94585

Air Pollution Control Officer  
Bay Area Air Quality Management District  
375 Beale Street, Suite 600  
San Francisco, CA 94105

- 5) Program Liaison: Within thirty (30) days from the Effective Date of this Agreement, the County Program Manager shall notify the Air District of the County Program Manager's Program Liaison and of the Liaison's address, telephone number, and email address. The Program Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the contact for information about the Program and Program Projects. The County Program Manager shall notify the Air District of the change of Program Liaison or of the Liaison's contact information in writing no later than thirty (30) days from the date of any change.
- 6) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 7) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the

County Program Manager related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties pertaining to the terms and conditions herein. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

- 8) Amendment: This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
- 9) Independent Contractor: Neither the County Program Manager nor its officers, employees, agents, or representative shall be considered employees or agents of the Air District.
- 10) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
- 11) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 12) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 13) Force Majeure: Neither the Air District nor the County Program Manager shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of this Agreement, or other causes, except financial that are beyond the reasonable control of the Air District or the County Program Manager.
- 14) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 15) Effective Date: The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes the Agreement (the "Effective Date").
- 16) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply

to both parties' respective successors and assigns. Such terms include, but may not be limited to, Section IV. Paragraph 3 (Indemnity).

IN WITNESS WHEREOF, the County Program Manager and the Air District have entered into this Agreement as of the date listed below.

**FOR AIR DISTRICT:**

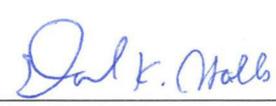
by:  \_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO  
Bay Area Air Quality Management District

Date: 7/12/19

Approved as to form:

by:  \_\_\_\_\_  
Brian C. Bungler  
District Counsel  
Bay Area Air Quality Management District

**FOR COUNTY PROGRAM MANAGER:**

by:  \_\_\_\_\_  
Daryl Halls  
Solano Transportation Authority

Date: June 24, 2019

Approved as to form (optional):

by:  \_\_\_\_\_  
Legal Counsel

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## SUMMARY INFORMATION

County Program Manager Agency Name: SOLANO TRANSPORTATION AUTHORITY

Address: One Harbor Center, Ste. 130, Suisun City, CA 94585

### PART A: NEW TFCA FUNDS

1. Estimated FYE 2020 DMV revenues (based on projected CY2018 revenues):	Line 1:	<u>\$340,300</u>
2. Difference between prior-year estimate and actual revenue:	Line 2:	<u>\$20,893</u>
a. Actual FYE 2018 DMV revenues (based on CY2017):		<u>\$338,993</u>
b. Estimated FYE 2018 DMV revenues:		<u>\$318,100</u>
<i>('a' minus 'b' equals Line 2.)</i>		
3. Estimated New Allocation for projects and administration (Sum of Lines 1 and 2):	Line 3:	<u>\$361,193</u>

### PART B: INTEREST FOR PROGRAMMING AND TFCA FUNDS AVAILABLE FOR REPROGRAMMING

4. Total available for programming/reprogramming to other projects.	Line 4:	<u>\$7,376</u>
a. Amount available from previously funded projects:		<u>\$0</u>
<i>(Note: Reprogrammed funds originating from pre-2006 projects are not subject to the six-month allocation deadline.)</i>		
b. Interest income earned on TFCA funds in CY 2018:		<u>\$7,376</u>
<i>('a' plus 'b' equals Line 4.)</i>		

### PART C: TOTAL AVAILABLE TFCA FUNDS

5. Total Available TFCA Funds (Sum of Lines 3 and 4)	Line 5:	<u>\$368,569</u>
a. Estimated TFCA funds budgeted for administration: <sup>1</sup>		<u>\$22,575</u>
<i>(Note: This amount may not exceed 6.25% of Line 3.)</i>		
b. Estimated Total TFCA funds available for projects		<u>\$345,994</u>
<i>(Line 5 minus Line 5.a.)</i>		

<sup>1</sup> The "Estimated TFCA funds budgeted for administration" amount is listed for informational purposes only. Per California Health and Safety Code Section 44233, County Program Managers must limit their administrative costs to no more than 6.25% of the actual total revenue received from the Air District.

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## INSURANCE REQUIREMENTS

### Verification of Coverage

The County Program Manager shall obtain and maintain certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require the County Program Manager to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

### Minimum Scope of Insurance

Throughout the Term as defined in Section IV of the Agreement, the County Program Manager shall obtain and maintain in full force and effect the Liability Insurance as set forth below, and shall require each Sub-awardee to obtain and maintain in full force and effect the Liability Insurance and Property Insurance as set forth below:

1. **Liability Insurance** with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the County Program Manager and Sub-awardee, and to the operation of the vehicles, vessels, engines or equipment operated by the Sub-awardee.
2. **Property Insurance** in an amount of not less than the insurable value of Sub-awardee's vehicles, vessels, engines or equipment funded under the Agreement, and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

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# MINUTES

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

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

TUESDAY, SEPTEMBER 3, 2019

5:30 P.M.

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

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### **NOTICE**

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

### **ROLL CALL**

Mayor Wilson called the meeting to order at 5:38 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

### **PUBLIC COMMENT - None**

*(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 - None**

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

### **CLOSED SESSION**

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

#### **City Council**

1. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager and Administrative Services Director  
Employee organization: Unrepresented Employees
2. CONFERENCE WITH LABOR NEGOTIATOR  
Agency negotiator: City Manager and Administrative Services Director  
Employee organization: SCEA (Suisun City Employees' Association)
3. CONFERENCE WITH LABOR NEGOTIATOR

Agency negotiator: City Manager and Administrative Services Director  
Employee organization: SCMPEA (Suisun City Management and Professional  
Employees' Association)

City Council Acting as Successor Agency

4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8 Real Property Identified by APN's, 0032-091-170, 0032-091-180, 0032-091-190 and 0032-091-200 located at the southwest corner of Civic Center and Driftwood Drive.  
Negotiating Party: City Manager and Development Services Director  
Subject: Price and Terms of Payment  
Parties Negotiating With: Main Street West Partners
5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code Section 54956.8 Real Property Identified by APN's, 0032-152-180.  
Negotiating Party: City Manager and Development Services Director  
Subject: Price and Terms of Payment  
Parties Negotiating With: Main Street West Partners

**5:39 PM – Mayor Wilson recessed the meeting to Closed Session.**

**CONVENE OPEN SESSION**

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

**6:32 PM – Mayor Wilson opened the public meeting and stated Closed Session Items 4 and 5 would be continued immediately following the regular scheduled meeting.**

**9:45 PM – Mayor Wilson reconvened the Closed Session.**

**10:00 PM – Mayor Wilson reconvened the public meeting and stated not action had been taken in Closed Session.**

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 10:00 PM.

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Linda Hobson, CMC  
City Clerk

# MINUTES

## REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

### AND HOUSING AUTHORITY

TUESDAY, SEPTEMBER 3, 2019

6:30 P.M.

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

---

#### **NOTICE**

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

#### **ROLL CALL**

Mayor Wilson called the meeting to order at 6:42 PM with the following Council / Board Members present: Adams, Day, Williams, Wilson. Council / Board Member Segala was absent. Pledge of Allegiance was led by Council Member Adams. Invocation was given by City Manager Folsom.

**Mayor Wilson announced Items 1 and 3 would not be discussed and Item 5b would be moved up.**

#### **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.)*

Steve Olry complained that the south of Highway 12 is clean but north of Highway 12 was not; fence line along Highway 12 is full of trash and that code enforcement was not being done on Rebecca and Buena Vista about have 20-foot boats and unlicensed vehicles parked on the streets. Mayor Wilson suggested staff give an update with regard to CalTrans and maintenance of Highway 12 corridor.

George Guynn reported that Mr. Giddens and himself had reported code enforcement issues a couple of years ago about 615 Klamath and now there is a report of an arson fire at that address and he has complained about 20 cars located at 1121 Pheasant and no changes have taken place; and also expressed concern about two million dollars going out this time in one pay period.

Mayor Wilson noted that code enforcement violations were issued and complied with regarding 615 Klamath which stopped it from being a more devastating fire.

**CONFLICT OF INTEREST NOTIFICATION - None**

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

**REPORTS: (Informational items only.)**

1. New LUCAS Chest Compression System – (Vincent: [jvincent@suisun.com](mailto:jvincent@suisun.com)).

**PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

**City Council**

2. Update on Solano County Development Activities by Robert Burris, President and CEO, Solano Economic Development Corporation – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

Steve Olry jokingly asked what it would take to get Genentech to Suisun City?

3. Committee Appointments - (Wilson / [lwilson@suisun.com](mailto:lwilson@suisun.com)).
  - a. Lighting and Landscaping District Citizen Advisory Committee.
4. Proclamation: Not Presented
  - a. Proclaiming September 17-23, 2019 as “Constitution Week” in Suisun City.
5. Proclamation: Presented
  - a. Presentation of a Proclamation to Recreation, Parks, Marina and Arts Department Recognizing October 6, 2019 as “Celebrate Suisun City Day” – (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).

**Mayor Wilson read the proclamation and Council Member Williams presented the proclamation.**
  - b. Presentation of a Proclamation Proclaiming September 8-14, 2019 as “National Suicide Prevention Week” in Suisun City.

**CONSENT CALENDAR**

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

**City Council**

6. Council Adoption of Resolution No. 2019-91: Accepting the Lawler Ranch Mexican Fan Palm Tree Trimming and Removal Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).
7. Council Adoption of Resolution No. 2019-92: Accepting the 2019 Marina Fuel System Upgrade Project as Complete and Authorizing the City Manager to Record the Notice of Completion for the Project – (Lofthus: [klofthus@suisun.com](mailto:klofthus@suisun.com)).

8. Council Adoption of Resolution No. 2019-93: Adding New Fire Department Job Classifications, Salary Ranges, and Bargaining Unit Placement – (Dingman: [jdingman@suisun.com](mailto:jdingman@suisun.com)).

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

9. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on July 30, 2019 and August 14, 2019 – (Hobson: [clerk@suisun.com](mailto:clerk@suisun.com)).

Joint City Council / Suisun City Council Acting as Successor Agency

10. Council/Agency Approval of the July 2019 Payroll Warrants in the Amount of \$445,959.75. Council/Agency Approval of the July 2019 Accounts Payable Warrants in the Amount of \$1,504,543.06 – (Finance).

**Council Member Day asked that Item 8 be removed from Consent.**

**Motioned by Council Member Day and seconded by Council Member Adams to approve Consent Calendar Items 6, 7, 9, and 10. Motion carried by the following roll call vote:**

**AYES: Council Members: Adams, Day, Williams, Wilson**

**ABSENT: Council Member Segala**

**Item 8**

George Guynn agreed with Council Member Day about the need to know where the money is going to come from next year to fund the Fire Department.

**Motioned by Council Member Williams and seconded by Council Member Adams to adopt Resolution No. 2019-93. Motion carried by the following roll call vote:**

**AYES: Council Members: Adams, Williams, Wilson**

**NOES: Council Member Day**

**ABSENT: Council Member Segala**

**PUBLIC HEARINGS**

**GENERAL BUSINESS**

City Council

11. Fire Department Update: 2018-2019 Arson Presentation – (Vincent: [jvincent@suisun.com](mailto:jvincent@suisun.com)).

**Consensus of Council was to direct staff to look into a registry of responsible people when a person with special needs or elderly persons are involved in an incident.**

12. Council Adoption of Resolution No. 2019-94: Authorizing the City Manager to Approve Contract Award for Fire Alarm Panel Replacement at Suisun City Hall and Police Department and Authorize up to 10% for Contingencies – (Folsom: [GFolsom@suisun.com](mailto:GFolsom@suisun.com)).

**8:01 PM – Council Member Williams left the Council Chambers.**

**8:04 PM – Council Member Williams returned.**

George Guynn expressed concern about the cost of fire watch and what was the life expectancy of the fire panel?

**Consensus of Council was to direct staff to look into asset management software.**

**Motioned by Council Member Day and seconded by Council Member Williams to adopt Resolution No. 2019-93. Motion carried by the following roll call vote:**

**AYES: Council Members: Adams, Day, Williams, Wilson**  
**ABSENT: Council Member Segala**

13. Council Discussion and Direction: Consideration of an Application for Statewide Planning Grants Program Senate Bill (SB2) – (McNamara: [tmcnamara@suisun.com](mailto:tmcnamara@suisun.com)).

George Guynn discussed possible recession, necessity of housing, preferred single family housing and stated the City would benefit more from business development rather than multi-family dwellings.

**Consensus of Council was to direct staff to review our development fees and make sure new developers pay a technology fee and bring back for further discussion about ways of funding.**

**Motioned by Council Member Adams and seconded by Council Member Williams to extend the meeting to no later than 10:30 PM. Motion carried by the following roll call vote:**

**AYES: Council Members: Adams, Day, Williams, Wilson**  
**ABSENT: Council Member Segala**

**Consensus of Council was to implement Option 1 in the staff report.**

**Option 1:**

**Authorize Staff to engage planning consultant with full use of SB 2 Grant money (\$155,000). The money will help Suisun prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production. The gains in housing will help support general fund activities while making Suisun a great place for people to live and visit. Some of the planning tasks might include the following:**

- **Analyze the buildout capacity of the Specific Plan districts (potential program by subarea, vacant/opportunity sites, infill building prototypes, public investment projects)**
- **Identify short-term infill project opportunity sites, analyze feasibility gaps, identify public investment strategies.**
- **Assist with roll-out/definition of marketing packages/development RFP's, project applications.**
- **One important early phase planning study would be a housing yield and feasibility study. Come up with conceptual site plans that show viable projects that would promote the City's goals and objectives for design and community character.**

- **We would assist the City with a focused Specific Plan amendment to further increase allowable density in the area around the depot and to increase the capacity for housing.**
- **Based on an analysis of the potential housing yield within the triangle area and an estimate of potential housing yield for the 30-acre parcel, we propose to update the Specific Plan CEQA analysis to ensure environmental coverage for compact housing development in the target area.**
- **Consultant team will develop up to three prototypes for projects that could be built on identified opportunity sites.**

#### **REPORTS: (Informational items only.)**

14. a. Council/Boardmembers  
b. Mayor/Chair

Council Member Adams reported participating in Clean Team and suggested bringing back a discussion regarding vacant lot requirements.

Council Member Williams announced she will hold her first community meeting Thursday, September 19, 6:30 to 8:00 PM at the Suisun Library 610 Pintail and the topic will be public safety; and asked for a consensus of Council to implement the VIP (Volunteers in Police) program; and suggested the Safety Committee look at putting lights around the speed signs on Blossom and to temporarily bring in a radar machine showing vehicle speeds.

#### **Consensus of Council was to direct staff to look into the VIP program.**

Mayor Wilson reported the Clean Team had worked cleaning the Joe Nelson Center and the next clean Team would be on the last Saturday of September and would meet at 333 Sunset.

15. City Manager/Executive Director/Staff

City Manager Folsom reported a Strategic Planning Workshop had been held last week and it had a pretty good turnout and stated if you were unable to attend there was a strategic survey on the Suisun City website and on Friday morning at 8:45 AM at the boat launch there would be a christening of the City's new fire boat that the volunteers purchased for the City.

#### **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.)*

George Guynn expressed concern about greenery on private property that becomes a hazard and reported driving by 615 Klamath which has overgrown trees and debris on the sides

#### **ADJOURNMENT**

There being no further business, Mayor Wilson recessed the meeting to Closed Session at 9:45 PM.

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Linda Hobson, CMC  
City Clerk

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# MINUTES

## SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

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

TUESDAY, SEPTEMBER 17, 2019

5:30 P.M.

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

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### **NOTICE**

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

### **ROLL CALL**

Mayor Wilson called the meeting to order at 5:32 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

### **PUBLIC COMMENT - None**

*(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 - None**

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

### **CLOSED SESSION**

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

#### **City Council Acting as Successor Agency**

#### **1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Pursuant to Government Code Section 54956.8 Real Property Identified by APN's, 0032-091-170, 0032-091-180, 0032-091-190 and 0032-091-200 located at the southwest corner of Civic Center and Driftwood Drive.

Negotiating Party: City Manager and Development Services Director

Subject: Price and Terms of Payment

Parties Negotiating With: Main Street West Partners

#### **City Council**

#### **2. PERSONNEL MATTERS**

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

**5:34 PM – Mayor Wilson recessed the meeting to Closed Session.**

**CONVENE OPEN SESSION**

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

**6:27 PM – Mayor Wilson reconvened the meeting and stated no action was taken in Closed Session.**

**ADJOURNMENT**

There being no further business, Mayor Wilson adjourned the meeting at 6:27 PM.

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Linda Hobson, CMC  
City Clerk

# MINUTES

## REGULAR MEETING OF THE SUISUN CITY COUNCIL

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

AND HOUSING AUTHORITY

TUESDAY, SEPTEMBER 17, 2019

6:30 P.M.

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

---

### **NOTICE**

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

### **ROLL CALL**

Mayor Wilson called the meeting to order at 6:30 PM with the following Council / Board Members present: Adams, Day, Segala, Williams, Wilson.

Pledge of Allegiance was led by Council Member Segala.

Invocation was given by City Manager Folsom.

### **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.)*

George Guynn expressed concern about the Klamath Drive fire and the lack of code enforcement.

**6:34 PM – Mayor Wilson left the Council Chambers. Vice Mayor Segala continued the meeting.**

### **CONFLICT OF INTEREST NOTIFICATION - None**

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

**Council Member Adams recused himself from voting on Consent Calendar Item 7.**

### **REPORTS: (Informational items only.)**

1. CalTrans Highway Maintenance Agreement Update – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).

**6:42 PM – Mayor Wilson returned.**

**6:55 PM – Mayor Wilson left the Council Chambers. Vice Mayor Segala continued the meeting.**

**6:59 PM – Mayor Wilson returned.**

2. Homeless Funds Spent in Suisun City – (Lawton: [klawton@suisun.com](mailto:klawton@suisun.com)).

**7:03 PM – Mayor Wilson paused the meeting for a moment so that Deputy Clerk Pock could get Council Member Day back on the line.**

**Consensus of Council was to make public the number of homeless in Suisun City and in relationship to the County.**

**PRESENTATIONS/APPOINTMENTS**

*(Presentations, Awards, Proclamations, Appointments).*

**City Council**

3. Committee Appointments: Environment and Climate Committee – (City Council).

**Motioned by Council Member Segala and seconded by Council Member Adams to appoint Joshua Russo to the Environment and Climate Committee. Motion carried by the following roll call vote:**

**AYES: Council Members Segala, Adams, Day, Williams, Wilson**

Joshua Russo thanked the Council for his appointment.

**CONSENT CALENDAR**

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

**City Council**

4. Council Adoption of Resolution No. 2019-95: Authorizing the Director of Recreation, Parks, and Marina Department (RPM) to Accept Grant Funds from the California Department of Fish and Wildlife, Office of Spill Prevention and Response, for Oil Spill Response Equipment Staging – (Lofthus: [llofthus@suisun.com](mailto:llofthus@suisun.com)).
5. Council Adoption of Resolution No. 2019-96: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with Paving Construction Services, Inc. for the Whitby Way and Olive Avenue Resurfacing Project and Authorize the City Manager to Approve up to 10% in Contingencies – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).
6. Council Adoption of Resolution No. 2019-97: Authorizing the City Manager to Enter into a Construction Contract on the City's Behalf with W. Bradley Electric, Inc. for the State Route 12 Advance Warning Devices Project, Federal Project Number HSIPL-5032(031) – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).
7. Council Adoption of Resolution No. 2019-98: Authorizing the City Manager to Execute a Program Supplement Agreement with the California Department of Transportation for the McCoy Creek Trail – Phase 2 Project, Federal Project Number ATPL-5032(032) – (Medill: [mmedill@suisun.com](mailto:mmedill@suisun.com)).

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

8. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on August 27, 2019 – (Hobson: [Clerk@suisun.com](mailto:Clerk@suisun.com)).

Joint City Council / Suisun City Council Acting as Successor Agency

9. Council/Agency Approval of the August 2019 Payroll Warrants in the Amount of \$643,134.36. Council/Agency Approval of the August 2019 Accounts Payable Warrants in the Amount of \$3,138,124.85 – (Finance).

**Council Member Segala requested Item 4 be pulled from Consent.**

**Council Member Adam disclosed he would not be voting on Item 7.**

**Motioned by Council Member Adams and seconded by Council Member Williams to approve Consent Calendar Items 5-9 excluding Council Member Adams on Item 7 due to conflict of interest. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members: Adams, Day, Segala, Williams, Wilson**

**Item 4**

**7:27 PM – Mayor Wilson left the Council Chambers. Vice Mayor Segala continued the meeting.**

**7:30 PM – Mayor Wilson returned.**

**Motioned by Council Member Adams and seconded by Council Member Williams to adopt Resolution No. 2019-95. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members Adams, Day, Segala, Williams, Wilson**

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

10. Council Adoption of Resolution No. 2019-99: Allowing Temporary Appointments to the Lighting & Landscaping District Citizen's Advisory Committee - (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

**Motioned by Council Member Adams and seconded by Council Member Williams to adopt Resolution No. 2019-99. Motion carried unanimously by the following roll call vote:**

**AYES: Council Members Adams, Day, Segala, Williams, Wilson**

11. Council Discussion and Direction: Suisun City Fiscal Model and Analysis – (Folsom: [gfolson@suisun.com](mailto:gfolson@suisun.com)).

George Guynn expressed various concerns such as additional housing, comparing Suisun City to Dixon, additional taxation, lack of backup plan, and alternate solutions for dredging.

Raymond Klein expressed concern about Suisun City running out of land for new development, stated Suisun City must look for new ways to increase revenue, and stated a new tax revenue was needed.

Steve Olry stated this should have been discussed twenty years ago and felt Suisun City never left the recession and expressed concern about spending money on the harbor versus street repair.

**9:30 PM – Council Member Segala left the meeting for medical reasons.**

**Council directed staff to look at all opportunities for short or long-term revenue – parcel tax, sales tax, cannabis tax, special tax, make recommendations to the Council the best way the City should go forward, and would like to be given a menu of options.**

**REPORTS: (Informational items only.)**

12. a. Council/Boardmembers

Council Member Adams reported the Climate and Environment Committee would be meeting this Friday 6:00 to 7:30 (dinner will be provided) with guest speakers from BCDC (Bay Conservation Development Corporation) regarding climate change and the climate change atlas, Solano Land Trust will discuss park districts and potential Measure A and projects we might get in Suisun City

Council Member Williams reminded citizen to come to the library, Thursday from 6:30 – 8:00, as she will be hosting a community meeting to discuss public safety, police volunteer services, and Community Liason, Katrina Garcia, will be there to discuss neighborhood watch.

b. Mayor/Chair

Mayor Wilson reported having the opportunity to speak at the Children’s Network and stated on September 27, at 10:00 AM, there would be a dedication of the Tom Hannigan Train Station.

13. City Manager/Executive Director/Staff

City Manager Folsom thanked public safety employees for the 911 Memorial, also thanked all involved in his birthday celebration, and reminded everyone the Public Safety Committee would be meeting Wednesday at 6:30.

**PUBLIC COMMENT - None**

*(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**

There being no further business, Mayor Wilson adjourned the meeting at 9:48 PM.

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Linda Hobson, CMC  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** October 1, 2019

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**COMMISSION AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_: Authorizing the Application for Parks and Water Bond Act of 2018 (Proposition 68) Per Capita Funding.

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**FISCAL IMPACT:** If both grant applications are approved there would be a 20% match for each.

- The Heritage Park Project requested amount of \$200,000 would require a \$40,000 match from the Park Development Fund.
- The Art Park Project requested amount of \$100,000 would require a \$20,000 match from the Park Development Fund.

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**BACKGROUND:** Heritage Park is the central park complex for Suisun City and is the home of the Joseph Nelson Community Center. The current park has a variety of amenities that includes a play space for all play structure, a challenge course, 1 full-court basketball court, an exterior restroom facility, 1 general field of play, and 1 softball field with no outfield fence, but does have lighting. The Recreation, Parks, and Marina Department is always searching new ways of creating more opportunities for recreation and sports programming, as well as revenue generating programming. With upgrades, Heritage Park has the potential to become a minor sports complex.

Art Park is the development of a new park space in between the Harbor Arts Theatre and the Lawler House. There are currently several sculptures in the area, but there is no direct planning element to reference when placing art in that area.

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**STAFF REPORT:** Proposition 68 Per Capita Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors. The 2019 round of funding has dedicated \$185,000,000 and grant awards will be up to \$200,000 with a 20% match per application. It is the intent of the City of Suisun City Recreation, Parks, and Marina Department to apply for grant funds to renovate Heritage Park and to create Art Park, a new park for the City of Suisun City.

Currently we are moving the center field light pole 75 feet to the north to open the grass play area and provide a larger open space for field sports. By moving the light pole, we will be able to accommodate 2 full size soccer fields. This project is being completed as part of the Engie Light Upgrade Project. It is recommended that the infield dirt area be improved to a grass surface. In order to do this, additional irrigation would need to be added. The current softball field gets minimal use and we have 4 fields at the Lambrecht Sports Complex to accommodate play. The External restrooms are in desperate need of a remodel and with proper restrooms use of the fields would increase.

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**PREPARED BY:**  
**APPROVED BY:**

Kris Lofthus, Recreation, Parks, and Marina Director  
Greg Folsom, City Manger

To the north east of the Joe Nelson Community Center there is a large grass area that is the proposed location for a splash pad. Splash pads or spray parks are prominent throughout the country as alternatives to aquatics facilities. This would be a spray and drain system, not a recirculating system, due to the lack of funds plus additional requirements that go along with a recirculating system. Preliminary studies show that the water usage would be increased slightly over what the current usage is for irrigating the same square footage of turf.

Estimated revenue generation is as follows:

- Heritage Park Sports Fields - \$35,000 annually
- Park Rental Increase Due to Restroom Upgrade - \$5,000 annually
- Splash Pad Operations Based on \$2 per time period - \$25,000 annually
- Concessions for Field Play and Splash Pad - \$10,000 annually

Total Estimated Revenue - \$75,000/year

Art Park is a new concept that will create an art environment in the sidewalk area between the Lawler House and the Harbor Arts Theatre. This outdoor space will be transformed with all elements being pieces of art. Benches, display boards, evening lights, murals, etc. will fill that space and create a comforting environment in which people can relax and enjoy art in the outdoors.

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**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2019-\_\_ : Authorizing the Application for Parks and Water Bond Act of 2018 (Proposition 68) Per Capita Funding.

---

**ATTACHMENTS:**

1. Resolution No. 2019-\_\_ : Authorizing the Application for Parks and Water Bond Act of 2018 (Proposition 68) Per Capita Funding.
2. Map of Proposed Site Improvements to Heritage Park
3. Map of Proposed Art Park
4. Proposition 68 Per Capita Program Grant (PPT Slides)

**RESOLUTION NO. 2019-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE APPLICATION FOR PARKS AND WATER BOND ACT OF  
2018 (PROPOSITION 68) PER CAPITA FUNDING**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the grantee’s Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

**WHEREAS**, the grantee will enter into a contract with the State of California to complete projects; and

**WHEREAS**, the Recreation, Parks and Marina Department, applied to the California Department of Fish and Wildlife, Office of Spill Prevention and Response for oil spill response equipment for the City of Suisun City Marina; and

**WHEREAS**, on August 23, 2019, the California Department of Fish and Wildlife, Office of Spill Prevention and Response has approved the City of Suisun City to receive \$35,000.00 in oil spill response equipment grant funds and now requires a resolution accepting these grant funds.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the city’s general or recreation plan (PRC §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the city will consider a range of actions that include, but are not limited to, the following:

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(A) Conducting active outreach to diverse populations, particularly minority, low income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).

9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).

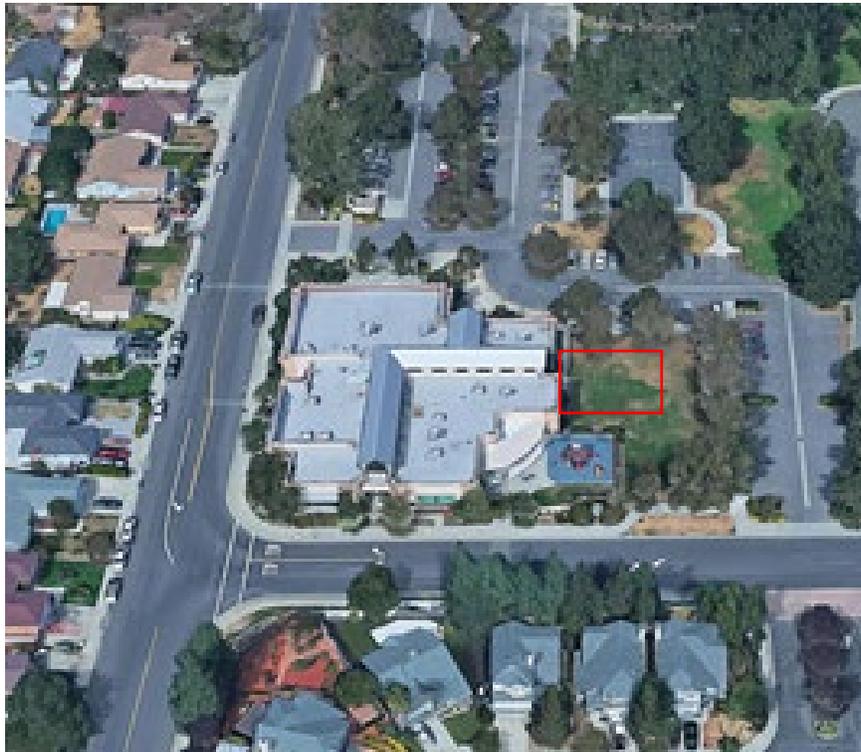
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and

11. Delegates the authority to the City Manager , or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and

12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.



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# Proposition 68 Per Capita Program Grant



RECREATION, PARKS, & MARINA DEPARTMENT  
SUISUN CITY, CA

## **Intent**

**Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis.**

**\$185,000,000 will be distributed**

# Timeline

Submission of questionnaire -	Completed June 2019
Recommendation of RPMA Commission-	September 2019
City Council Resolution to submit-	October 2019
Application Deadline-	January 31, 2020
Contract Award-	March 31, 2020

**PROJECT MUST BE COMPLETE BY  
DECEMBER 31, 2021**

# Heritage Park Funding

Grant amount = \$200,000

City Match = 20% or \$40,000

Per Application

# HERITAGE PARK RENOVATION

- Relocation of existing light standard (part of ENGIE)
- Installation of 200 feet of Irrigation pipe and sprinklers
- Removing dirt infield and replacing it with grass
- Removal of backstop, fencing, and bleachers
- Remodel of current restroom facilities
- Creating 2 full field soccer fields

# HERITAGE PARK RENOVATION

- Estimated Cost - \$40,000
- Estimated Annual Revenue - \$35,000-\$45,000



# HERITAGE PARK RENOVATION

- Creating Splash Pad on the east lawn of the Joseph Nelson Community Center
- Install perimeter fencing
- Utilise the existing community center counter and staff to take entrance fees
- Rent the area for private events
- Concessions at the front counter

# HERITAGE PARK RENOVATION

- Estimated Cost - \$160,000
- Estimated Annual Revenue - \$20,000-\$30,000
  - Based on \$2 entry fee – 2 hour session
  - 4 Sessions per day / 20 participants per
  - 126 operational days (18 weeks)
  - Party rentals and concessions



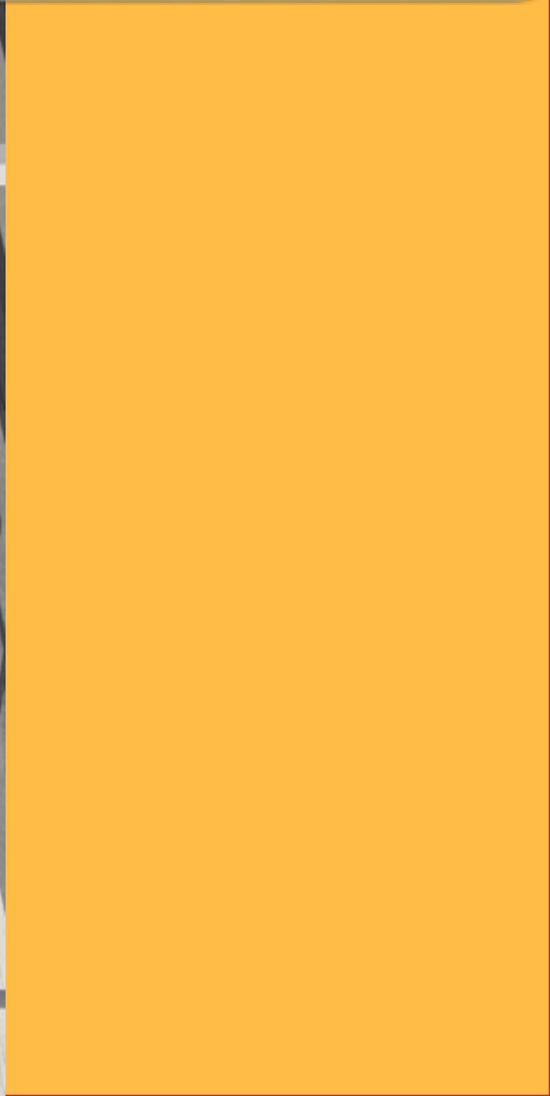
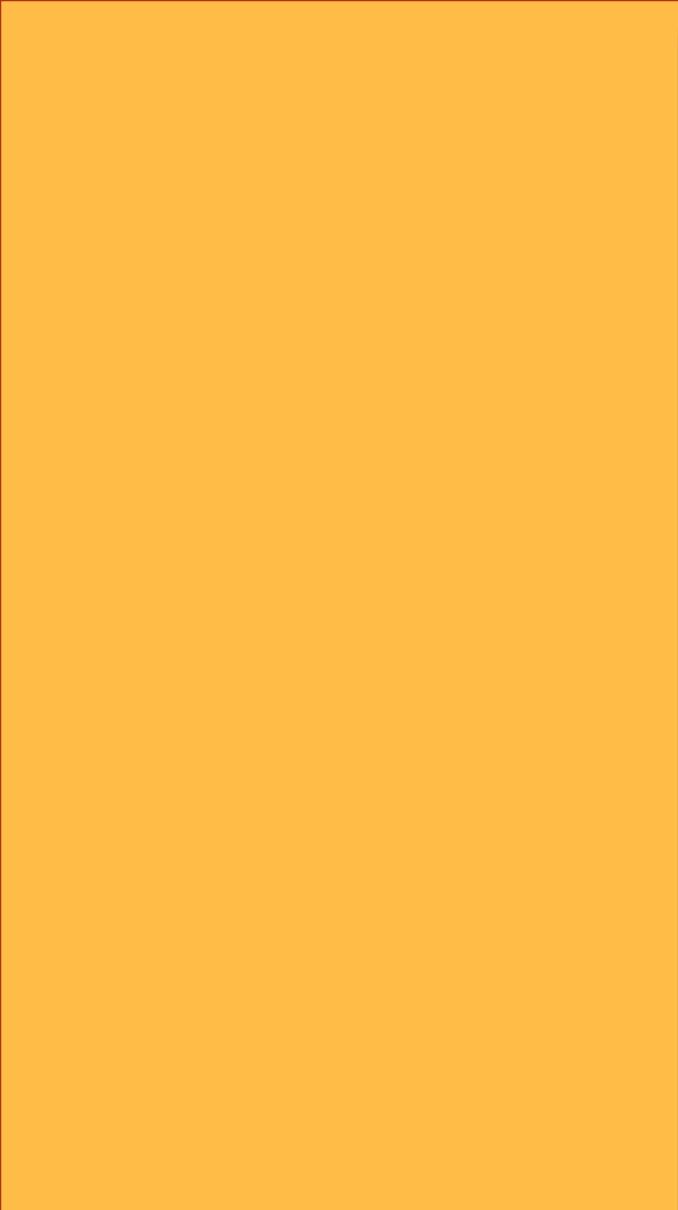
# Creation of Art Park – Phase I

- Create a public art space next to the Harbor Theatre
  - Adding Display Boards
  - Benches With Design Concepts
  - Ground Art
  - Artful Play Elements

# ART PARK CREATION

- Estimated Cost - \$100,000
- City Match - \$20,000
- Estimated Annual Revenue - \$0









## AGENDA TRANSMITTAL

**MEETING DATE:** October 1, 2019

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**COMMISSION AGENDA ITEM:** Council Adoption of Resolution No. 2019-\_\_\_\_: Adopting the Public Art Policy as Recommended by the Recreation, Parks, Marina, and Arts Commission (RPMA).

---

**FISCAL IMPACT:** None

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**BACKGROUND:** Public art plays an important role in increasing the understanding and enjoyment of art by the community. Art is more accessible and visible to people when displayed in public areas. A key feature of public artwork is the importance of integrating art into the urban fabric of the city in order to enrich and enhance the physical attractiveness of the city. Public art transforms spaces and makes a valuable contribution to our appreciation of the city and the quality of public places. In addition, public art located in public places reflects the unique environment and cultural identity of the city to visitors and to residents of Suisun City. It often provides a link with our history and can contribute to development of tourism.

---

**STAFF REPORT:** The Suisun City Public Art Policy is a key strategy in the management of the City's current collection of public artwork, the commissioning of new artwork, and inclusion of new public artwork in private development. The strategy aims to provide a clear policy and guidelines for the commissioning, creation, placement, maintenance and promotion of the City's Public Art. The policy guides and informs the criteria for the assessment of all public art commissioned by or proposed to the Commission for the Arts, as well as management and promotion of the existing collection. This is a living document that will over time and due to the changes in public art and possible ordinances, will need to be amended as needed. This policy will outline the process of accepting and installing public art as well as provide direction for developers who wish to incorporate public art as part of their development. Potential future ordinances will be addressed as public art processes grow within the City of Suisun City. The main focuses of this document are Policies and Procedures, Arts as Gifts Policy, and Developer Guidelines.

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**STAFF RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2019-\_\_: Adopting the Public Art Policy as Recommended by the Recreation, Parks, Marina, and Arts Commission (RPMA).

---

**ATTACHMENTS:**

1. Resolution No. 2019-\_\_: Adopting the Public Art Policy as Recommended by the Recreation, Parks, Marina, and Arts Commission (RPMA).
2. Public Art Policy
3. Public Art Policy Presentation

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**PREPARED BY:**  
**APPROVED BY:**

Kris Lofthus, Recreation, Parks, and Marina Director  
Greg Folsom, City Manager

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**RESOLUTION NO. 2019-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ADOPTING THE PUBLIC ART POLICY AS RECOMMENDED BY THE  
RECREATION, PARKS, MARINA, AND ARTS COMMISSION (RPMA).**

**WHEREAS**, Public art plays an important role in increasing the understanding and enjoyment of art by the community; and

**WHEREAS**, Art is more accessible and visible to people when displayed in public areas and a key feature of public artwork is the importance of integrating art into the urban fabric of the city in order to enrich and enhance the physical attractiveness of the city; and

**WHEREAS**, the Suisun City Public Art Policy is a key strategy in the management of the City’s current collection of public artwork, the commissioning of new artwork, and inclusion of new public artwork in private development; and

**WHEREAS**, the policy guides and informs the criteria for the assessment of all public art commissioned by or proposed to the Commission for the Arts, as well as management and promotion of the existing collection; and

**WHEREAS**, on August 7, 2019, the Recreation, Parks, Marina, and Arts Commission Recommended the Public Art Policy be submitted to the City Council for approval.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council adopting the public art policy as recommended by the recreation, parks, marina, and arts commission (RPMA).

**PASSED AND ADOPTED** at a Regular Meeting of said City Council of the City of Suisun City duly held on Tuesday, the 1st day of October 2019, by the following vote:

<b>AYES:</b>	Councilmembers:	_____
<b>NOES:</b>	Councilmembers:	_____
<b>ABSENT:</b>	Councilmembers:	_____
<b>ABSTAIN:</b>	Councilmembers:	_____

**WITNESS** my hand and the seal of said City this 1<sup>st</sup> day of October 2019.

\_\_\_\_\_  
Donna Pock, CMC  
Deputy City Clerk

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# PUBLIC ARTS POLICY

City of Suisun City, Recreation, Parks, and Marina Department





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## CHAPTER 1 – INTRODUCTION



### CHAPTER 1 INTRODUCTION

Public art plays an important role in increasing the understanding and enjoyment of art by the community. Art is more accessible and visible to people when displayed in public areas. A key feature of public artwork is the importance of integrating art into the urban fabric of the city in order to enrich and enhance the physical attractiveness of the city. Public art transforms spaces and makes a valuable contribution to our appreciation of the city and the quality of public places.

In addition, public art located in public places reflects the unique environment and cultural identity of the city to visitors and to residents of Suisun City. It often provides a link with our history and can contribute to development of tourism.

The process outlined in this policy will be managed by the staff of the Recreation, Parks, and Marina Department with the Recreation, Parks, Marina, and Arts (RPMA) Commission providing oversight and recommendations to the City Council of Suisun City.

#### **Purpose of Public Art Policy and Guidelines**

The Suisun City Public Art Policy is a key strategy in the management of the City's current collection of public artwork, the commissioning of new artwork, and inclusion of new public artwork in private development.

The strategy aims to provide a clear policy and guidelines for the commissioning, creation, placement, maintenance and promotion of the City's Public Art. The policy guides and informs the criteria for the assessment of all public art commissioned by or proposed to the Commission for the Arts, as well as management and promotion of the existing collection.

## **City of Suisun City Public Art Ordinances**

The City of Suisun City may adopt ordinances to include public artwork in its public parks, streets, and plazas, and within City owned buildings, as well as policies that support the inclusion of public artwork in private development. In both commercial and residential developments, the builder could contribute a percentage to securing and the installation of public art as part of their project.

### **What is Public Art?**

The term "Public Art" is defined as artistic works created by artists as unique and original works for, gifted to, or located in part of a public space or facility and/or accessible to members of the public. Public Art includes works of a permanent or temporary nature located in the public domain.

Public Artwork can include:

- Artwork created for specific locations.
- Temporary exhibits, exhibitions, events, performances, and/or artwork installations located in a public space.
- Artwork produced through involvement of the community.
- Integration of art and architecture to enhance the design of urban or public spaces.
- Collaboration of artists, architects or urban designers to create unique physical environments or features which integrates art into the urban fabric of the city.

Eligible mediums include but are not limited to:

- Sculpture, painting, drawing, printmaking, photography, calligraphy, ceramic, murals, glass or water features, landscaping, literary arts, spoken word, uniquely designed or site specific paving, furniture and parts of buildings, sound and light works, organic form, works that are designed to be temporary in nature, memorabilia or ceremonial objects related to civic activities.

Ineligible mediums include but are not limited to:

- Mass produced or standardized art objects, unless incorporated into an artwork by the project artist.
- Mechanical reproductions of original works of art.
- Directional elements and signage unless where integral to an overall concept created by a professional artist.

### **What is a Public Space?**

A Public Space is defined as a space, which is easily accessible and clearly visible for public view; this includes, but is not limited to parks, streets, squares, promenades, public plazas and foyers. If located on private property, the area must be open to the general public and clearly visible from adjacent public property such as a street or other public thoroughfare or sidewalk.



## CHAPTER 2 POLICY AND PROCEDURES

### Policy Scope and Objectives:

- Increase the awareness of public art and promote opportunities to further advance public art.
- Contribute to the unique identity of the City of Suisun City including the Historic Waterfront District and throughout the City.
- Encourage the involvement of artists in the design and development of public spaces by facilitating collaboration between artists, planners, architects, landscape architects, and urban designers whenever possible in the total design process.
- Develop a public art strategy that integrates art into the urban design fabric of the city in order to create high quality public spaces through the integration of art, urban design and architecture.
- Encourage artworks, which are accessible to the public either visually or physically.
- Involve the community.
- Excite the imagination of the public and increase the understanding and enjoyment of public art.
- Encourage artworks which have relevance to their site.
- Enhance the economic and cultural vitality of the City.
- Ensure recognition that Suisun City's art activities are valuable and a significant component of the City's culture, heritage and economic vitality.
- Recognize the diversity of the City and support this diversity through a range of publicly accessible opportunities for all residents, businesses and visitors.

### Selection of Artists – Commissioned Works

The policy encourages the commission of works by artists from the Suisun City community but also greater Solano County. The encouragement of Suisun City residents to participate is an integral part of the policy, and will contribute to the unique identity of the City of Suisun City as an outstanding city in Solano County. However, this policy does not preclude consideration given to commissioning of Bay Area, regional and international artists where appropriate.

The selected artist(s) will be commissioned to carry concepts proposed by the Commission and through completion of the work. The contractual arrangements between the City of Suisun City and the artist will define certain agreed parameters for the work and the process will be monitored by Staff to the RPMA Commission, with any major changes to concept, scale and materials being negotiated prior to contract signing.

Requests for Proposals from the RPMA Commission will define:

- The audience and/or community the artwork will engage
- Concept development
- The process by which the contract design will be monitored
- Responsibilities of contractual parties
- Technical requirements
- Site information (including plans)
- Budget

Artists' proposals will be presented to the Commission prior to contracting with the artist. The Commission has the option to display the proposal in a public location for public comment.

Artists considered should have the credentials and/or track record and the ability to execute works of the scale conceived, but this does not exclude opportunities for other artists of merit. The Commission or its representatives may choose to visit the artist's workspace or request that the artist present their portfolio of commissioned works prior to contract with the City.

Methods of selecting artists for public artwork may be based on the following:

- Open Competition - Publicly advertised calls for entries; any artist may submit proposals and/or qualifications.
- Limited Competition - between invited parties.
- Specific commission or acquisition by Commission for the Arts - This method would apply where limited or open competition would be impractical or inappropriate.

In many cases, a short list of applicants will be briefed on the project, and will be required to make initial design proposals for the site. A stipend may be given to each submitting artist for this stage of the process as funds are available.

From the submissions and this process an artist will be selected by the Commission.

### **Criteria for the Selection of Artwork**

Criteria for the selection of public works of art may include, but will not be limited to artwork that:

- Is specifically designed for its site and is commensurate in scale with its surroundings;
- Adds to the local identity and profile in the context of the City of Suisun City;
- Is durable (where applicable) and reasonable to maintain in terms of time and expense;
- Is a permanent fixed asset to the property;
- Is designed and constructed by persons experienced in the production of such artwork and recognized by critics and by his or her peers as one who produces works of art;
- Aesthetically enhances the public space or built environment to which it relates or otherwise interacts with its surrounding environment;
- Is suitable by way of form and quality for public viewing and accessibility taking into consideration the possibility of an unsecured public space;
- Is free of unsafe conditions or factors;

- Is a suitable addition to the public space proposed;
- Contributes to a sense of civic pride;
- Involves the local community;
- Addresses, but is not limited to, aspects of the city's history and/or culture; and/or
- Recognizes the broad intent and objectives of the Cultural Arts Master Plan and Suisun City Public Art Policy.

Specific criteria will be determined on an individual project basis and detailed in the RFP.

### **Project Management**

Once a public art project has been funded, staff, along with representatives of the commission for the Arts, will coordinate each project considering the following tasks:

- Develop project descriptions and contract;
- Receive necessary approvals as required;
- Describe and mitigate any public safety requirements;
- Work with the artist to develop a timeframe;
- Seek relevant project consultation as needed;
- Work with the artist and Staff to define long term maintenance;
- Establish ownership; and
- Define any other relevant factors and tasks associated with a project.

In developing strategies for each project the following will be considered:

- Whether the artwork is to be permanent or temporary work;
- The materials to be used must be durable and vandal resistant as the public will have access to the works at all times; and
- The proposed site, including usage and scale of the work.

### **Artist Responsibilities will include:**

- The artist commissioned to carry out a public work will creatively interpret the proposal given in terms of his/her craft, skills, and vision.
- The artist must ensure the artwork is unique as a result of the artist's personal creative efforts except in the case of a design collaborative.
- The artist must ensure the art does not infringe upon any copyright, and agrees to hold the City harmless for any copyright infringement.
- The artist must comply with all City procedures, including but not limited to, artist signature, sponsor acknowledgements, and finishes, which will be provided to artist along with the City's agreement for services.
- The artist shall, without additional compensation, correct or revise any errors, omissions or deficiencies in his/her work.
- The artist agrees to release ownership of the artwork to the City unless otherwise called for in the City's Agreement for Commissioned artwork. Any marketing of reproductions shall only be permitted with the prior written approval of the artist and the City.
- The artist will provide a general maintenance plan for the artwork. The City reserves

the right to have this plan reviewed by a certified conservator or require technical documents or warranties on the product.

- Artist agrees to maintain minimum insurance levels acceptable by the City as follows:

#### **Insurance**

Artist shall, during times in which the artist is working on City property, and until the artwork is accepted by the City, maintain the following insurance to cover Artist in connection with the performance of Work under this Agreement. This Agreement identifies the minimum insurance levels with which Artist shall comply; however, the minimum insurance levels shall not relieve Artist of any other performance responsibilities under this Agreement (including the indemnity requirements), and Artist may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Artist, and prior to the commencement of any Work, the Artist shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Artist shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

- Commercial General Liability (with coverage at least as broad as ISO form CG 20 01 04 13) coverage in an amount not less than \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- If Artist will be driving while conducting business on behalf of the City, Automobile Liability with \$1,000,000 per accident for bodily injury and property damage.
- If Artist has employees, Workers' Compensation/Employer's Liability as required by State of California statutes. A waiver of subrogation is required for Workers' Compensation insurance.
- Fine Arts Insurance or other insurance against loss in an amount sufficient to cover the contract value of the Artwork.

**Endorsements** - The insurance policies shall be endorsed as follows:

- For the commercial general liability insurance, the City of Suisun City (including its elected officials, employees, and agents) shall be named as additional "insured."
- For the fine arts or property insurance, the City of Suisun City shall be named as loss payee.
- Artist's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the Artist's insurance and shall not contribute with it.

Additional responsibilities will be listed in the solicitation of proposals by the City and the Contract for Commissioned Artwork.

Upon reasonable written notice, the artist shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by the City's Risk Manager.

#### **Public Art Asset Management Plan**

The development of a Public Art Register shall be completed to establish the extent and condition of the City's existing artwork collection.

Once this work has been undertaken the next step is to develop a plan for the maintenance of existing and new works once commissioned.

## Funding

Funding for activities proposed in the Public Art Policy is anticipated to come from a variety of sources:

- Sponsorship
- Private funding
- Budgeted funds
- Grants

## Public Art Subcommittees of the RPMA Commission

A Subcommittee may be responsible for:

- Coordinating public art activity within public spaces, including making recommendations to the Commission for the Arts on the commissioning of public art projects, and recommending to the Commission for the Arts approval of works of art obtained through development agreements.
- Reviewing and making recommendations regarding gifts and loans of art following the guidelines outlined in the public arts policy.
- Reviewing and making recommendations regarding the de-accessioning of artworks following the guidelines outlined in this policy.
- Reviewing proposals for projects.
- Determining selection process (as described above in Selection of Artists).

Composition and Term of subcommittees:

- A subcommittee consists of no more than three (3) voting members of the RPMA Commission and will be appointed by the RPMA Commission Chair on a project-by-project basis. They will remain on the subcommittee until the project is completed.

## Conservation and Maintenance

An important part of the management of the city's public art collection is the recognition of the conservation and maintenance required for both the existing and new artworks. When new works are commissioned or the Commission accepts gifts of art works the Commission must consider not only the capital costs of acquisition but also the ongoing commitment for maintenance and repairs. All items recorded in the Public Art Register shall be assessed as part of the condition report and an ongoing maintenance plan formed.

Donors of items may be required to provide funds or be responsible for the maintenance and upkeep of the donated work for a designated period of time.

Where new works are commissioned or accepted, written details of warranties (where these apply) detailing service should be provided with the completed work. This may cover details such as cleaning, lighting, servicing, circuit diagrams, manufacturer, and/or agents. This information will be entered into the Public Art Register as well. Allowance for the cost of ongoing maintenance of new works will need to be planned for and may need to be reviewed by a certified conservator for care and maintenance plan. Artwork shall be maintained by the property owner in a neat and orderly manner acceptable to the City, unless the artwork is installed on property owned by the City, in which case the City shall maintain the artwork.

## **Ownership**

In most cases the artwork will become the property of the City of Suisun City. Public art may be placed on land owned by the City provided that ownership of the work is vested in the City. The ownership of artwork on privately owned sites may also be transferred to the City. If the City accepts ownership it may be responsible for maintenance, insurance and any contractual agreement related to the art as outlined by this policy or City Council may require the site owner to be responsible for those items.

## **Documentation**

All new works will be documented and this information will form part of the Public Art Registry database.

The information should include:

- Artists name, curriculum vitae, artistic statement
- Any warranties, maintenance details including name of agent and manufacturer (if applicable)
- Construction/maintenance details
- Relevant dates
- Site/display information
- Any other relevant details
- Photographic Record

## **Review and Deaccessioning of Artwork**

The RPM Department staff shall review the entire public art collection at least once every five years to assess condition and shall make appropriate recommendations to the RPMA Commission. The City shall dispose of works of art in its collection only in the public interest and as a means of improving the overall quality of the collection after approval of the City Council is given. Since artworks are acquired by the City through a thorough review process by City staff and the Commission for the Arts, based on the quality of the artwork and the value of the work to the collection as a whole, deaccessioning should be considered only after five years following acceptance unless unforeseen concerns arise. The need for relocation or the temporary removal from public display does not automatically necessitate deaccession.

Deaccessioning should be cautiously applied only after careful and impartial evaluation of the artwork to avoid the influence of fluctuations of taste and the premature removal of artwork from the collection. Prior to the deaccession of any work, the Commission for the Arts must weigh carefully the interests of the public, the intent in the broadest sense of the donor (if any), and the interests of the cultural community.

All proceeds from any sale or auction of a work of art will be used for the purpose of acquiring or maintaining one or more other works of art for the same public art program or purpose for which the original work of art was acquired. If that is not possible, then the proceeds shall be used to acquire or maintain a work of public art, or support another City Public Art program.

## Removal of an Artwork from Public Display

### 1. Cause for Review

While the intent of acquisition of artwork is for permanent public display, circumstances and/or conditions may arise that make it prudent for the Commission, on behalf of the public interest, to remove an artwork from public display. One or more of the following conditions must apply in order for an artwork to be considered for permanent removal or deaccession:

- a) The work presents a threat to public safety.
- b) The condition or security of the work cannot be guaranteed, or the City cannot properly care for or store the work.
- c) The work requires excessive or unreasonable maintenance.
- d) The work has serious or dangerous faults in design or workmanship.
- e) The condition of the work requires restoration in gross excess of its monetary value, or is in such a deteriorated state that restoration would prove either unfeasible, impractical or would render the work essentially false.
- f) The work is of poor quality.
- g) A similar but superior example exists in the collection.
- h) The work is a forgery.
- i) No suitable site for the work is available.
- j) Significant adverse public reaction is documented over an extended period of time (5 years or more).
- k) The work is judged to have little or no aesthetic and/or historical or cultural value.
- l) The RPMA Commission wishes to replace a work with a more appropriate work by the same artist.
- m) The work can be sold to finance, or can be traded for, a work of greater importance.
- n) Written request from the artist requesting removal of the work from public display.
- o) The work is not, or is rarely displayed.
- p) The artwork has been determined to be incompatible with the rest of the City's collection.

### 2. Review Process

Prior to deaccession, RPM staff must observe the following procedures.

- a) Prepare a report which indicates:
  - i. Acquisition method and purchase price.
  - ii. Any restrictions that may apply to the specific work based on contract review.
  - iii. An analysis of the reasons for deaccessioning.
  - iv. Alternatives to deaccessioning.
  - v. Suggested methods of deaccession.
  - vi. Appraised value of the work by two independent consultants, if obtainable.
  - vii. Documentation of correspondence, press or other evidence of public debate documenting extended adverse public reaction.
- b) Discuss with the artist or donor the circumstances prompting the review.
- c) Discuss the circumstances with the affected City department and document input.
- d) Make all reasonable efforts to ascertain that the City is legally free to dispose of the work in question.
- e) RPM Department staff may seek additional information regarding the work from the artist, art galleries, curators, appraisers or other professionals.
- f) The report shall then be presented to the RPMA Commission for recommendation at a regular public meeting.
- g) Receive approval for deaccessioning from City Council.

### 3. Deaccession Process

- a) Upon a recommendation of deaccession, staff will work with the Commission for the Arts to determine the manner of disposition. Every effort will be made to ensure that this process is fair and open. Sale at public auction is strongly encouraged. Whenever works are deaccessioned by means other than public auction, staff will secure no fewer than two independent estimates of fair market value.
- b) Artwork may not be given or sold privately to City employees, officers, volunteers or members of City commissions, committees, boards, affiliate groups or their representatives unless they are sold at public auction and with appropriate disclosures.
- c) Consideration should be given to placing the artwork, through gift, exchange or sale, in another tax-exempt public institution wherein it may serve the purpose for which it was acquired initially by the City. RPM staff may exchange a work of art on such terms as the Commission determines appropriate.
- d) A work of art may be sold privately under the following circumstances:
  - i. If the work is offered at public auction and no bids are received, or if the bids are rejected. A work of art on which bids have been rejected shall not thereafter be sold through private sale for less than the amount of the highest bid received.
  - ii. If the Commission determines that the work may be sold on terms more advantageous to the City if sold through private sale.
  - iii. If the artist of the work chooses to purchase it at the original purchase price.
- e) An adequate record of the conditions and circumstances under which objects are deaccessioned and disposed of should be made and retained as part of the records of the RPM Department.
- f) All recommendations for deaccession are subject to appeal to the City Council. All appeals must be made in writing to the City Clerk within ten days of the decision by the RPMA Commission.



### **CHAPTER 3 ARTS GIFT POLICY**

The City of Suisun City is committed to enhancing Suisun City's art and cultural activities for all residents and to establish Suisun City as the premier destination in the Tri-Valley region.

#### **Definition of Public Artwork**

The term art is used to describe a particular type of creative production generated by human beings, and the term usually implies some degree of aesthetic value. An artist makes a work of art for various purposes, such as creating an experience for others. There is no general agreed-upon definition of art, since defining the boundaries of "art" is subjective, but the impetus for art is often called human creativity. Some examples as described in the Public Art Ordinance include:

Public Artwork can include:

- Artwork created for specific locations.
- Temporary exhibits, exhibitions, events, performances, and/or artwork installations located in a public space.
- Artwork produced through involvement of the community.
- Integration of art and architecture to enhance the design of urban or public spaces.
- Collaboration of artists, architects or urban designers to create unique physical environments or features which integrates art into the urban fabric of the city.

Eligible mediums include but are not limited to:

- Sculpture, painting, drawing, printmaking, photography, calligraphy, ceramic, murals, glass or water features, landscaping, literary arts, spoken word, uniquely designed or site specific paving, furniture and parts of buildings, sound and light works, organic form, works that are designed to be temporary in nature, memorabilia or ceremonial objects related to civic activities.

Ineligible mediums include but are not limited to:

- Mass produced or standardized art objects, unless incorporated into an artwork by the project artist.
- Mechanical reproductions of original works of art.
- Directional elements and signage unless where integral to an overall concept created by a professional artist.

### **Gifts of Public Artwork Considered**

The City will consider a donor's offer of an existing public artwork, commission of an artwork by a specific artist or artists, or to commission an artwork through a competitive public process. Alternately, the City will consider a gift that is monetary for the purpose of acquiring public art for the community.

### **Review Process for Proposed Gifts**

All proposed gifts will be referred to the City of Suisun City RPMA Commission. The Commission's recommendation on the acceptance or rejection of proposed gifts will be referred to the City Council for final action.

If the City Council approves the acceptance of a gift, a formal agreement will be executed between the City and the donor and/or artist. This agreement will include costs, responsibilities, and schedule of all aspects of the project, including project funding, fabrication, installation, maintenance and budget requirements, transfer of title, donor's and/or artist's rights, project supervision, documentation, an identification plaque, City's rights of ownership (including deaccessioning), and other requirements established by the City.

### **Review Criteria**

The proposed artwork will be reviewed based a variety of factors, including, but not limited to the following:

- Aesthetic quality. Consideration will be given to the inherent quality of the proposed artwork as assessed by the criteria review of the RPMA Commission.
- Relationship to the collection and the community. The proposed artwork will be analyzed for its potential relationship to the City's present public art collection and whether it will enhance the aesthetic quality of the community.
- Compatibility. Conceptual compatibility and appropriateness of the proposed artwork to the surrounding built and/or natural environment will be factors or consideration, and will include scale, form, content, and design.
- Materials, fabrication, and installation. The Commission will evaluate the existing artwork's material or the artist's proposed materials and their appropriateness as regards to structural and surface integrity, protection against theft, vandalism, public safety, and weathering, and an analysis of long-term maintenance needs. The Commission will also evaluate the proposed method of installation and an evaluation of safety and structural factors involved in the installation.

### **Standards for Acceptance of a Gift**

- Budget. Consideration will include an evaluation of the donor's proposed budget and the artist's ability to successfully complete the project within the proposed budget, and review to assess realistic estimates and comprehensiveness of the budget as it addresses all the costs of the proposal.

- Unrestricted gifts. Proposed gifts to the City will be clear and unrestricted unless otherwise agreed to in writing by the City.
- Unique artworks. Only one-of-a-kind artworks will be considered, with the exception of prints, photographs or other limited edition artworks of high quality.
- Cost of artwork. Acceptance is contingent upon receipt by the City of payment from the donor for all costs associated with the gift not covered by the donor directly, such as transportation, installation and maintenance, unless otherwise agreed to in writing by the City.
- Alterations to proposed artwork design. Any change to the design or concept made by the artist or donor of the gift must be reviewed by the RPMA Commission and approved by the City Council.
- Review of fabrication and installation. Artworks accepted from a maquette or drawings will be subject to City review throughout fabrication and installation. Specific plans for the site design, installation, maintenance and protection will be submitted to the City for approvals.
- Ownership of accepted artwork. Gifts of public artwork that are accepted by the City will be owned by the City as part of its collection. In accepting an artwork into its collection, the City will not be bound by any agreement with a donor of artwork that restricts its ability to act in the City's best interests. Nothing in the acceptance of an artwork will prevent the City from approving subsequent disposal (removal, relocation, and/or sale) of such artwork if it serves the City's best interest to do so. If disposal is proposed, the RPMA Commission will make a recommendation to the City Council for final action. The City will deaccession and sell or otherwise dispose of artworks in its collection in accordance with the limitations of the California Preservation Act (Civil Code 987) and the Visual Artist's Act of 1990 (17 U.S.C. 1064 and 113(d)).

**PROPOSAL FOR A GIFT OF ARTWORK TO THE CITY OF SUISUN CITY**

To propose an artwork gift to the City of Suisun City, please complete the following information and provide your signature at the bottom of this page. The completed form and other information should be submitted to:

Recreation, Parks, & Marina Director  
City of Suisun City  
701 Civic Center Blvd. Suisun City, CA 94585  
Email: [screc@suisun.com](mailto:screc@suisun.com)  
Questions: (707) 421-7200

**Donor Information**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Email: \_\_\_\_\_

**If the Artwork is existing:**

Title of artwork:  
Artist:  
Artwork medium/materials:  
Maintenance procedure/schedule:  
Current owner of artwork:  
Date of artwork:  
Current location of artwork:  
Value of artwork: \$

Please attach photographs of the artwork. Attach any other information you would like the city to know about the artwork (for example, artist resume, examples of other artworks in other collections, press clippings, history of artwork).

**If the artwork will be commissioned:**

Provide a written proposal with the following information:

- resume of the artist and photographs of his/her work;
- details about the artwork that would be commissioned, including subject of the artwork, medium/materials, approximate size; and
- sketch or maquette of the artwork.

I have read the City of Suisun City Artwork Gift Policy.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **CHAPTER 4 DEVELOPER GUIDELINES**

### **Requirements and Procedures to Install Public Art**

The requirements and procedures for processing a request to install public art shall be as follows:

- a. If the developer chooses to provide artwork, an Application including a site plan showing the location of the artwork, complete with landscaping, lighting and other appropriate accessories to complement and protect the artwork, the artist's concept and representation, such as a drawing, photograph, or Marquette of the artwork, must be submitted. Developers should indicate what medium or materials will be used and should also include maintenance plans for the artwork. Information on the artist chosen to create the art may also be attached.
- b. The Planning Division staff and the RPM staff will review the proposal to ensure that the artwork is generally compliant with these Guidelines and other applicable city ordinances, e.g., a mural proposal will be reviewed to ensure that it does not infringe on the signage ordinance.
- c. To the maximum extent possible, processing the request to install public art shall be concurrent and coordinated with the project application.
- d. Proposals will be forwarded to the RPMA Commission.

### **RPMA Commission Recommendation Guidelines**

The RPMA Commission will review the proposed project to ensure that the project does not include subject matter such as the apparent representation of violence, inappropriate nudity, denigration of individuals or cultures, or desecration of significant cultural symbols.

The Commission will approve the proposed art, conditionally approve, or deny the request to install public art based upon these guidelines including the following criteria:

- a. The artwork shall be placed on public or private property which is easily accessible and clearly visible to the general public. If located on private property, the area must be open to the public and clearly visible from adjacent public property, such as a street or other public thoroughfare or sidewalk.
- b. The application shall include a site plan showing the location of the artwork, complete with landscaping, lighting and other appropriate accessories to complement and protect the artwork.

- c. The composition of the artwork shall be of permanent-type of materials in order to be durable against vandalism, theft, and weather, and in order to require a low level of maintenance.
- d. The artwork shall be related in terms of scale, material, form and content to immediate and adjacent buildings and landscaping so that it complements the site and surrounding environment.
- e. The artwork shall be designed and constructed by persons experienced in the production of such artwork and recognized by critics and by his or her peers as one who produces works of art.
- f. The artwork shall be a permanent, fixed asset to the property and be maintained for not less than 30 years.
- g. The artwork shall be maintained by the property owner in an orderly manner acceptable to the City, unless the artwork is installed on property owned by the City, in which case the City shall maintain the artwork with funds provided by the property owner.

The Commission may make recommendations to the developer for changes to the project proposal in order to maintain the City's artistic vision.

When the project applicant has elected to acquire and install artwork, the building permit for the development project shall not be issued until the Commission has approved the request to install public art, and the certificate of occupancy shall not be issued until the approved work of art has been installed. The developer shall enter into an agreement with the city, which shall be recorded against the property, to ensure that the public art is maintained for a minimum period of 30 years.

The project applicant may appeal any decision rendered hereunder by the Commission to the City Council for final decision.

### **Definition of Public Space**

A Public Space is defined as a space, which is easily accessible and clearly visible for public view. The area must be open to the general public and clearly visible from adjacent public property such as a street or other public thoroughfare or sidewalk.

### **Permitted Types of Artwork**

Types of artwork permitted as public art in Suisun City include:

- Paintings-all media including both portable and permanently affixed works, such as murals.
- Sculpture-in the round, bas-relief, mobiles, fountains, kinetic or other, in any materials or combination of materials
- Other visual media-including but not limited to prints, drawings, stained glass, calligraphy, mosaics, photography, video, ceramics, fiber and textiles.
- Mixed media combination of forms and media such as collage, etc, other works of materials, disciplines and media which are of temporary duration, including installation of performance arts that are documented and archived.

### **Eligible Mediums**

Eligible mediums include but are not limited to:

- Sculpture, painting, drawing, printmaking, photography, calligraphy, ceramics or clay, murals, stained glass, wood, metal
- Glass or water features
- Landscaping
- Uniquely designed or site specific paving
- Furniture and parts of buildings
- Sound and light works

### **Ineligible Mediums**

Ineligible mediums include:

- Mass produced or standardized art objects, unless incorporated into an artwork by the project artist.
- Mechanical reproductions of original works of art
- Landscape and ornamental features designed by the architect builder without the commission of a professional visual artist.
- Organic form
- Works that may decompose or melt
- Memorabilia or ceremonial objects related to civic activities
- Directional elements and signage unless where integral to an overall concept created by a professional artist.

### **Submittal Requirements**

The following documents must be submitted to the Commission as part of consideration of the proposal for artwork:

- Landscape and site plans showing the proposed location and orientation of the artwork, its integration into the overall design of the project, and accessibility to the public.
- A statement of the in-place value of the proposed artwork.
- A sample, model, photograph, drawing, or other exemplar of the proposed artwork.
- A resume of the artist including slides or photographs of the artists previous work

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# Public Art Policy



RECREATION, PARKS, & MARINA DEPARTMENT  
SUISUN CITY, CA

Public art plays an important role in increasing awareness and enjoyment of art by the community.

- Public Art is more accessible and visible
- It integrates art into the urban fabric of the city.
- Public art transforms spaces and makes a valuable contribution to our appreciation of the city and the quality of public places.

# **Chapter 1 – Introduction**

- **The Purpose of the Art Policy**
- **What is Public Art**
- **What is a Public Space**

# **Chapter 2 – Policy and Procedures**

- **Selection of Artists**
- **Criteria to Select Artwork**
- **Project Management**
- **Artist Responsibilities**
- **Insurance**
- **Funding**
- **Ownership and Documentation**
- **Removal of Artwork**

# **Chapter 3 – Arts Gift Policy**

- **Gifts of Public Art**
- **Criteria to Select Artwork**
- **Project Management**
- **Artist Responsibilities**
- **Insurance**
- **Funding**
- **Ownership and Documentation**
- **Removal of artwork**

# **Chapter 4 – Developer Guidelines**

- **Requirements and Procedures**
- **RPMA Commission Approval**
- **Project Management**
- **Permitted Types of Artwork**
- **Submittal Requirements**

# QUESTIONS?