



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

First and Third Tuesday  
Every Month

**A G E N D A**

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

**AND HOUSING AUTHORITY**

**TUESDAY, APRIL 7, 2015**

**5:00 P.M.**

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

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**TELECONFERENCE NOTICE**

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

**ROLL CALL**

Council / Board Members

**PUBLIC COMMENT**

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

**CONFLICT OF INTEREST NOTIFICATION**

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

**CLOSED SESSION**

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

**City Council**

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

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

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 REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8., the City Council of the City of Suisun City will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Two Cell Tower Sites at 4479 Peterson Road, Suisun City, CA and one Cell Tower Site at 611 Village Drive, Suisun City, CA

Agency Negotiator: Suzanne Bragdon, City Manager, Ronald C. Anderson, Jr, Assistant City Manager/Administrative Services, Jason Garben, Economic Development Director, Mick Jessop, Recreation and Community Services

Negotiating Parties: Black Dot Capitol & Real Estate Group, LLC

Under Negotiations: Real property terms and payment

Housing Authority

## 3. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Pursuant to California Government Code Section 54956.8., the Suisun City Housing Authority will hold a Closed Session for the purpose of Conference with Real Property Negotiator.

Property Under Negotiation: Parcel Numbers 0173-390-160 and 0173-390-180

Agency Negotiator: Suzanne Bragdon, City Manager, Ronald C. Anderson, Jr, Assistant City Manager/Administrative Services, Jason Garben, Economic Development Director

Negotiating Parties: Hall Equities Group

Under Negotiations: Real property terms and payment

Joint City Council / Suisun City Council Acting as Successor Agency

## 4. PERSONNEL MATTERS

Pursuant to California Government Code Section 54954.5 et seq. the Suisun City Council will hold a Closed Session for the purpose of Public Employee Performance Evaluation: City Manager Goals and Priorities.

**CONVENE OPEN SESSION**

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

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:***

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

**AND HOUSING AUTHORITY**

**TUESDAY, APRIL 7, 2015**

**7:00 P.M.**

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

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(Next Ord. No. – 730)

(Next City Council Res. No. 2 015 – 30)

Next Suisun City Council Acting as Successor Agency Res. No. SA2015 – 01)

(Next Housing Authority Res. No. HA2015 – 02)

**ROLL CALL**

Council / Board Members

Pledge of Allegiance

Invocation

**PUBLIC COMMENT**

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

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

1. Mayor/Council - Chair/Boardmembers
2. City Manager/Executive Director/Staff
  - a. Staff presentation on Residential Front Yard Landscaping Policy – (Kearns)

**PRESENTATIONS/APPOINTMENTS**

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

3. Presentation of Proclamation to SolTrans Proclaiming April 9, 2015 as "Stand Up 4 Transportation Day" in Suisun City.

DEPARTMENTS: AREA CODE (707)

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

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SUCCESSOR AGENCY 421-7309 FAX 421-7366

4. Presentation of Proclamation and Report by Marian Harry, Walk MS Solano County 2015 Ambassador and Team Captain for Team Vacaville-Fairfield We Fight Back, and Regina Johnson, Co-captain for Team Vacaville-Fairfield We fight Back for the Walk MS Solano County Event at Suisun City Waterfront on Saturday, April 25, 2015.
5. Mayoral Appointment to the Solano County Transportation Authority (STA) Pedestrian Advisory Committee (PAC) – (Sanchez).

### **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. 2015-\_\_\_: Adopting the 8<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate a Donation Made by PG&E to the Fire Department for an On-Line Fire Training Module – (O'Brien).
7. Council Adoption of Resolution No. 2015-\_\_\_: Approving an Amendment to the Western Riverside Council of Governments (WRCOG) Joint Powers Agreement to Add the City of Suisun City as an Associate Member to Authorize the City's Residents to Participate in the California Home Energy Renovation Opportunity (HERO) Program for Financing Water and Energy Efficiency Residential Building Enhancement Upgrades – (Garben)
8. Council Adoption of Resolution No. 2015-\_\_\_: Authorizing the City Manager to Recruit for and Fill the Executive Management Functions over the Building & Public Works Department Due to an Anticipated Vacancy in July of 2015 – (Bragdon)
9. Council Adoption of Resolution No. 2015-\_\_\_: Accepting the Annual Progress Report on Implementation of City of Suisun City Housing Element for 2014 to State of California Department of Housing and Community Development – (Garben/Kearns)

#### **Housing Authority**

10. Housing Authority Adoption of Resolution No. HA 2015-\_\_\_: Authorizing the Executive Director to Execute a Due Diligence and Exclusive Negotiation Agreement (ENA) with Hall Equities Group – (Garben)

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

11. 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 March 17, 2015. – (Hobson).

### **GENERAL BUSINESS**

#### **City Council**

12. Council Adoption of Resolution No. 2015-\_\_\_: Approving the Updated Suisun City Comprehensive Transportation Plan (CTP) – (Kasperson)
13. Lawler Ranch Park Phase 2 Design – (Jessop)
  - a. Confirmation of the Inclusion of the City Council Concern's Modifications to the Lawler Ranch Park Phase 2 Design; and

- b. Council Adoption of Resolution No. 2015-\_\_\_\_: Approving the Parks & Recreation Commission's Recommended City of Suisun City Dog Park Rules.
14. Partnerships to Improve Community Health (PICH) Grant Acceptance – (Bragdon/Jessop)
- a. Council Adoption of Resolution No. 2015-\_\_\_\_: Authorizing the City Manager to Execute Necessary Documents Related to Suisun City's Participation in the Partnerships to Improve Community Health (PICH) Grant; and
- b. Council Adoption of Resolution No. 2015-\_\_\_\_: Adopting the 9<sup>th</sup> Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate \$48,700 for the Partnerships to Improve Community Health Grant.

## **PUBLIC HEARINGS**

### **ADJOURNMENT**

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Office of the Mayor

Suisun City, California

# Proclamation



**WHEREAS**, April 9, 2015 marks the **STAND UP FOR TRANSPORTATION DAY**, a national transportation infrastructure day that highlights the critical need to invest in updating our nation's transportation infrastructure; and

**WHEREAS**, transportation is the economic backbone of our nation's economy and public transportation is an important part of our nation's transportation system, federal funding for public transportation infrastructure needs to increase and Congress needs to pass a long-term, multimodal transportation bill by May 31, 2015; and

**WHEREAS**, public transportation is a proven catalyst for economic growth since for every \$1 invested in public transportation, \$4 in economic returns is generated locally, creating economically vibrant and prosperous communities; and

**WHEREAS**, public transportation offers millions of Americans access to economic opportunities since nearly 60 percent of the trips taken on public transportation are for work commutes; and

**WHEREAS**, **STAND UP FOR TRANSPORTATION DAY** will be celebrated in small, medium, and large communities across the United States, as a day that highlights the critical need for funding transportation infrastructure, both public transportation and highway infrastructure

**THEREFORE, BE IT RESOLVED THAT** I, Pedro "Pete" Sanchez, Mayor of the City of Suisun City, proclaim April 9, 2015 as **STAND UP FOR TRANSPORTATION DAY** and that the City of Suisun City will join with public transportation agencies and businesses across the country to participate in **STAND UP FOR TRANSPORTATION DAY** to encourage greater federal investment in public transportation infrastructure.

**ALSO BE IT RESOLVED THAT** City of Suisun City declares that quality public transportation services are essential for the economic prosperity of our country, our communities and for individuals.

**ALSO BE IT RESOLVED THAT WHERE PUBLIC TRANSPORTATION GOES, COMMUNITY GROWS.**

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

Pete Sanchez, Mayor

ATTEST:

DATE: April 7, 2015

6. 10.11

6. 10.11

Office of the Mayor

Suisun City, California

# Proclamation



**WHEREAS**, an unpredictable, often disabling disease of the central nervous system, Multiple Sclerosis (MS) disrupts the flow of information between an individual's body and brain affecting an estimated 2.3 million people worldwide; and

**WHEREAS**, often first diagnosed in individuals aged 20-50, MS is the most common neurological disease leading to disability in young adults; and

**WHEREAS**, the National Multiple Sclerosis Society address the challenges of each person affected by MS by funding cutting-edge research, driving change through advocacy, facilitating education and providing programs and services designed to help people with MS and their families move forward with their lives.

**WHEREAS**, Walk MS events raise 250 million a year to help people with MS move forward with their lives and end MS forever with more than 330,000 people participating in events held in every single state.

**WHEREAS**, Walk MS Solano County will be held at the Suisun City Waterfront District where hundreds of walkers are expected to come out and help raise funds that will support direct services for the more than 84,000 people affected by MS in Northern California and research to stop progression, restore lost function and end MS forever.

**NOW, THEREFORE**, I, Pete Sanchez, Mayor of Suisun City, hereby proclaim April 25th, 2015 as:

## WALK MS SOLANO COUNTY DAY

in the City of Suisun City, and encourage residents to recognize and support efforts to diagnose, treat, and manage this disorder.

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

Pete Sanchez, Mayor

ATTEST:

DATE: April 7, 2015

12/11

## AGENDA TRANSMITTAL

**MEETING DATE:** April 7, 2015

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2015-\_\_: Adopting the 8th Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate a Donation Made by PG&E to the Fire Department for an On-Line Fire Training Module.

**FISCAL IMPACT:** The Fire Department would be able to expend the money donated by PG&E.

**BACKGROUND:** In order to expend revenues received but not anticipated in the Annual Budget, an amendment to the Annual Appropriation Resolution is required to be adopted by the City Council.

**STAFF REPORT:** On August 12, 2014, the Fire Department received a donation from PG&E in the amount of \$3,750. The donation came without any "strings" attached, so the department may use it for any purpose. The department has identified a need for enhanced training. An on-line training software package has been found that will not only provide needed Citywide training, but also track the participation of employees and volunteers to ensure proper record keeping. The City will be using Target Solutions for Citywide required training. This training package is funded with no cost to the City by our insurance provider. The department wishes to add the fire topics training package subscription offered by Target Solutions. This package is costs \$395 annual maintenance fee and \$75 per firefighter per year. The total cost for a year will be \$3,395. The balance of the donation will be used for fire training this year.

**RECOMMENDATION:** It is recommended that the City Council Adopt Resolution No. 2015-\_\_: Adopting the 8th Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate a Donation Made by PG&E to the Fire Department for an On-Line Fire Training Module.

**ATTACHMENTS:**

1. Resolution No. 2015-\_\_: Adopting the 8th Amendment to the Annual Appropriation Resolution No. 2014-46 to Appropriate a Donation Made by PG&E to the Fire Department for an On-Line Fire Training Module.

**PREPARED BY:**

**REVIEWED/APPROVED BY:**

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

*S.B.*

RESOLUTION NO. 2015-\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ADOPTING THE 8TH AMENDMENT TO THE ANNUAL APPROPRIATION  
RESOLUTION NO. 2014-46 TO APPROPRIATE A DONATION MADE BY PG&E TO THE  
FIRE DEPARTMENT FOR AN ON-LINE FIRE TRAINING MODULE**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUISUN CITY:**

**THAT** Section 010 of Part III of the Annual Appropriation Resolution No. 2014-46 be and is hereby amended as follows:

		<u>Increase/ (Decrease)</u>
TO:	FIRE DEPARTMENT	\$ 3,800
	Fire Operations, Emergency Preparedness	
	TOTAL Section 010	<u>\$ 3,800</u>

**THAT** account titles and numbers requiring adjustment by this Resolution are as follows:

		<u>Sources</u>	<u>Uses</u>
<u>General Fund</u>			
Revenues:			
A/C No. 010-79100-2610	Donations	\$ 3,800	\$ -
Appropriations:			
A/C No. 010-93210-2610	Travel & Training	<u>\$ -</u>	<u>\$ 3,800</u>
	Total General Fund	<u>\$ 3,800</u>	<u>\$ 3,800</u>

**THAT** the purpose is to appropriate funds for Fire Department training donated by PG&E.

**ADOPTED AND PASSED** at a regular meeting of the City Council of the City of Suisun City duly held on the 7th day of April, 2015 by the following vote:

<b>AYES:</b>	COUNCILMEMBERS
<b>NOES:</b>	COUNCILMEMBERS
<b>ABSENT:</b>	COUNCILMEMBERS
<b>ABSTAIN:</b>	COUNCILMEMBERS

**WITNESS** my hand and seal of the said City this 7th day of April 2015.

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Linda Hobson, CMC  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** April 7, 2015

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**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2015-\_\_ : Adopting a Resolution Approving an Amendment to the Western Riverside Council of Governments (WRCOG) Joint Powers Agreement to Add the City of Suisun City as an Associate Member to Authorize the City's Residents to Participate in the California Home Energy Renovation Opportunity (HERO) Program for Financing Water and Energy Efficiency Residential Building Enhancement Upgrades.

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**FISCAL IMPACT:** There would be no fiscal impact to the City by consenting to the inclusion of the City of Suisun City in the California HERO program. All California HERO Program administrative costs are covered through an initial administrative fee included in the participating property owner's voluntary contractual assessment and an annual administrative fee, which is also collected on the participating property owner's tax bill. As a limited member of the WRCOG Joint Powers Authority (JPA) the City is not required to form an assessment district, issue debt, provide for district administration either directly or through contract. Any debt issued by the WRCOG JPA in association with the California HERO program is a liability of the JPA and not the City.

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**BACKGROUND:** Financing for water and energy efficiency residential building enhancement upgrades programs was established under the authority of Assembly Bill (AB) 811 which was signed into law on July 21, 2008, and AB 474, effective January 1, 2010 amended Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California (Chapter 29). These statutes were created with the intent to help property owners purchase and install improvements that would improve water or energy efficiency, or produce renewable energy. A few examples of qualifying projects may include: recycled water connections, building/attic insulation, and solar panels. The cost would be paid for over time by a levy assessment designated to the parcel of the participating property owner paid through the property tax bill associated with property.

The financing for these improvements has come to be known as Property Assessment Clean Energy (PACE) programs. Another PACE program that the City of Suisun City currently participates in since December 15, 2009 is known as CaliforniaFIRST. Providing both CaliforniaFIRST and HERO allows the City's residents to have more market options for financing water or energy efficiency improvements on their property.

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**STAFF REPORT:**

Benefits to City of Suisun City Property Owners:

- Only residential property owners who apply for HERO PACE financing and are approved will be able to participate at their sole discretion.
- Some owners may not be able to secure private funding.

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

Trishia Pascobillo, Assistant Planner  
 Jason Garben, Development Services Director  
 Suzanne Bragdon, City Manager

- Individual project costs may be lower due to a larger, regional approach.
- Energy prices continue to rise and selecting more energy efficient energy models lowers utility bills.
- In the event the property transfers ownership, the balance can also be transferred therefore, leaving the assessment responsibility to the new owner.
- On the other hand, there is no prepayment penalty to pay off the assessment.

**Benefits to the City:**

- Increased local jobs.
- An increase in housing prices as water and energy efficient homes has a higher sales value.
- An increase in sales, payroll, and property tax revenue.
- As with any other assessment proceeding, the City would not be financially responsible for any of the debt.
- HERO program staff will handle the bond assessment, issuance and administration of the program. The City's primary responsibility would be to promote the program locally and refer interested parties to the HERO website or contact number.
- Allows the City to promote a "green" program at no cost to the City.

Staff recommends the City Council adopt the attached resolution, which will allow The City of Suisun City to join the HERO program, along with the City of Benicia, City of Dixon, City of Vacaville, City of Vallejo, unincorporated Solano County and other California member cities. Staff is recommending City Council to consider participating in the California HERO Program that is administered by the WRCOG because it offers residents many benefits without creating an additional administrative burden to City staff.

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**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2015-\_\_: Adopting a Resolution Approving an Amendment to the Western Riverside Council of Governments (WRCOG) Joint Powers Agreement to Add the City of Suisun City as an Associate Member to Authorize the City's Residents to Participate in the California Home Energy Renovation Opportunity (HERO) Program for Financing Water and Energy Efficiency Residential Building Enhancement Upgrades.

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**ATTACHMENTS:**

1. Resolution No. 2015-\_\_: Adopting a Resolution Approving an Amendment to the Western Riverside Council of Governments (WRCOG) Joint Powers Agreement to Add the City of Suisun City as an Associate Member to Authorize the City's Residents to Participate in the California Home Energy Renovation Opportunity (HERO) Program for Financing Water and Energy Efficiency Residential Building Enhancement Upgrades.
2. Amendment to the Joint Powers Agreement Adding the City of Suisun City as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services with Such City.
3. HERO Informational Guide.

**RESOLUTION NO. 2015-\_\_\_**

**A RESOLUTION APPROVING AN AMENDMENT TO THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (WRCOG) JOINT POWERS AGREEMENT TO ADD THE CITY OF SUISUN CITY AS AN ASSOCIATE MEMBER TO AUTHORIZE THE CITY'S RESIDENTS TO PARTICIPATE IN THE HOME ENERGY RENOVATION OPPORTUNITY (HERO) PROGRAM**

**WHEREAS**, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

**WHEREAS**, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

**WHEREAS**, City of Suisun City (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

**WHEREAS**, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

**WHEREAS**, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

**WHEREAS**, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

**WHEREAS**, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Suisun City as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

**WHEREAS**, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

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

Section 1. That properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

Section 2. Consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

Section 3. This consent constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

Section 4. Approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

Section 5. The appropriate officials and staff of the city is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Suisun City held on this 7th of April, 2015 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 Agency this 7<sup>th</sup> of April, 2015.

\_\_\_\_\_  
Linda Hobson, CMC  
City Clerk

**AMENDMENT TO THE JOINT POWERS AGREEMENT  
ADDING CITY OF SUISUN CITY AS AN ASSOCIATE  
MEMBER OF THE WESTERN RIVERSIDE COUNCIL OF  
GOVERNMENTS TO PERMIT THE PROVISION OF  
PROPERTY ASSESSED CLEAN ENERGY (PACE)  
PROGRAM SERVICES WITH SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the \_\_\_ day of \_\_\_\_, 2015, by City of Suisun City (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

**RECITALS**

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”); and

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

## MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

### A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

### B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

**C. Miscellaneous Provisions.**

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys' fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no

event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments  
4080 Lemon Street, 3rd Floor. MS1032  
Riverside, CA 92501-3609  
Att: Executive Director

City:

City of Suisun City  
Attn: City Manager  
701 Civic Center Boulevard  
Suisun City, CA 94585

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

**[SIGNATURES ON FOLLOWING PAGES]**

**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**

**By:** \_\_\_\_\_  
**Executive Committee Chair**  
**Western Riverside Council of Governments**

**Date:** \_\_\_\_\_

**CITY OF** \_\_\_\_\_

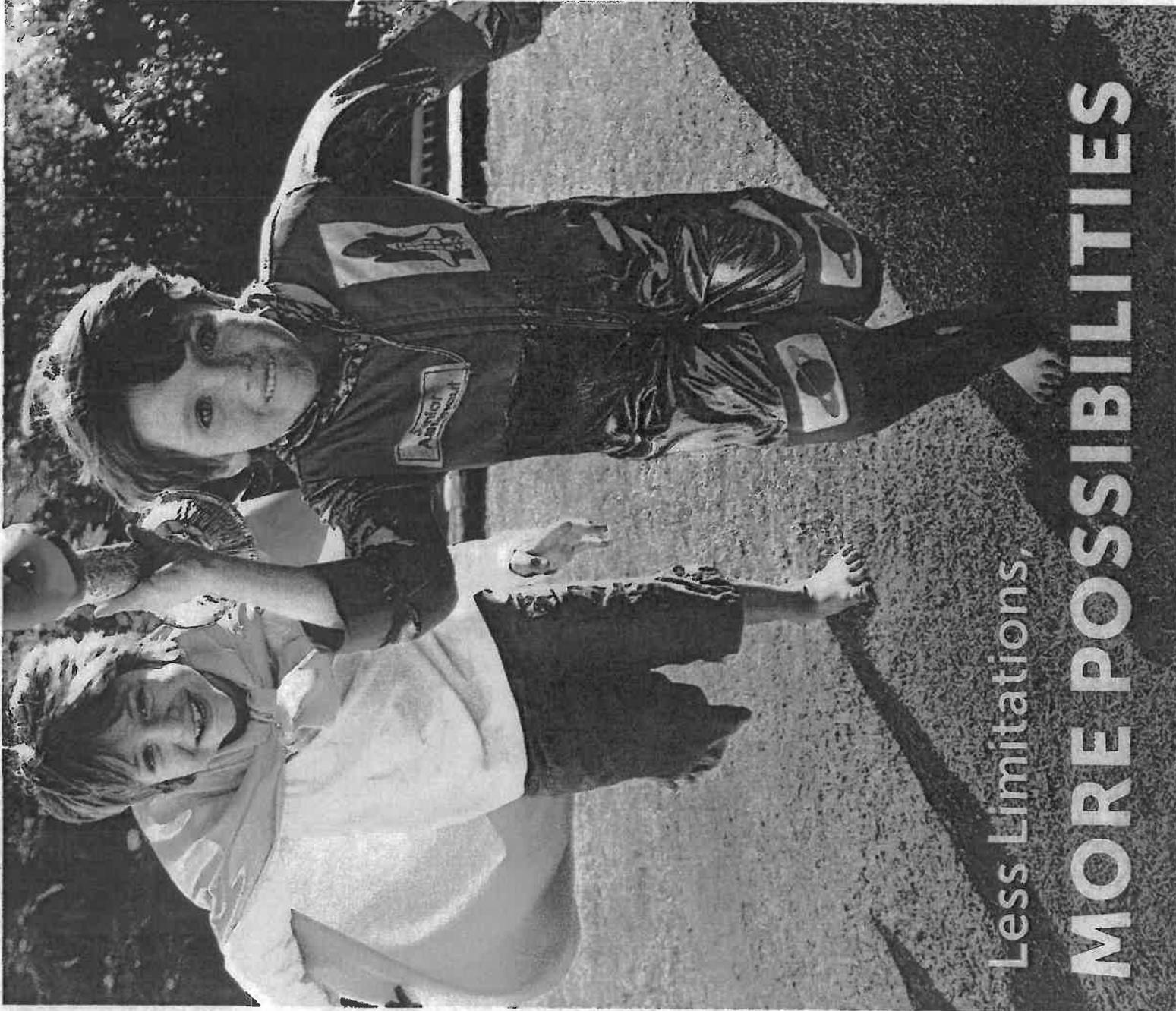
**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_



Your energy efficient future, today.



Less Limitations.

**MORE POSSIBILITIES**

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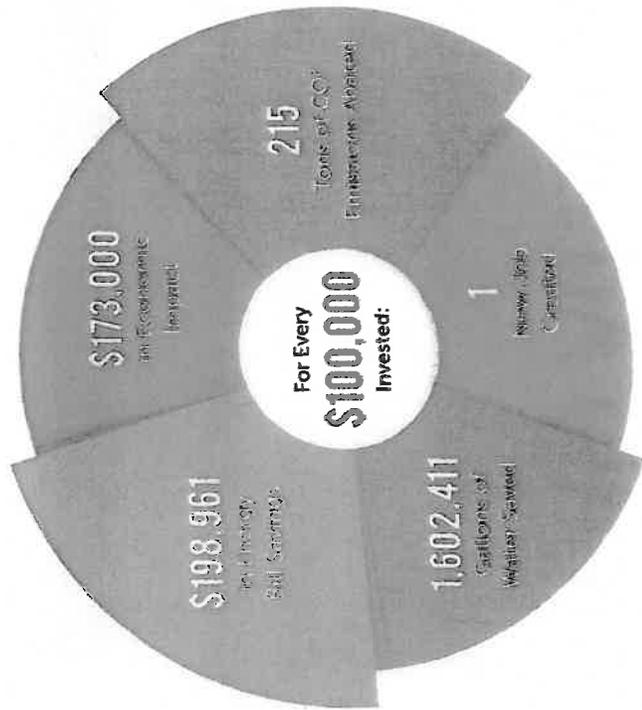
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# Why HERO?

HERO is helping communities across California realize the promise of an energy efficient future by making the energy efficient choice the safe and affordable choice for property owners.



## Community Impact

When property owners invest in energy efficient upgrades, they do more than save energy. HERO also helps communities create new jobs, save water and increase property values. HERO provides:

### Consumer Protection:

- Price / Value Confirmation
- Pay Upon Job Completion
- Dispute Resolution

### Economic Stimulus:

- Lower Utility Bills
- New Job Creation
- Increased Property Values

### Environmental Benefits:

- Reduced CO<sup>2</sup> Emissions
- Decreased Energy Consumption
- Water Savings

# HERO Advantage

When you approve HERO in your community you're protecting consumers before, during and upon completion of every project. Contractors must be in good standing with the Program and are only paid after the job is completed to the consumer's satisfaction.

Consumer Protection		Before HERO	After HERO
<b>Training</b>	<ul style="list-style-type: none"> <li>Eligibility Requirements</li> <li>Proposal Automation</li> <li>Estimating Calculators</li> <li>Application Verification</li> </ul>		
<b>Compliance</b>	<ul style="list-style-type: none"> <li>Marketing</li> <li>Product Eligibility</li> <li>Fair Pricing</li> <li>CSLB Confirmation</li> <li>Permit Verification</li> </ul>		
<b>Protection</b>	<ul style="list-style-type: none"> <li>Pay Upon Completion</li> <li>ID Verification</li> <li>Terms Confirmation</li> <li>In Good Standing</li> <li>Dispute Resolution</li> </ul>		

## HERO Features:

- Quality Control
- Approvals Based on Home Equity
- Long-Term Low Fixed Interest Rates

## HERO Products:

Over 900,000 models of energy saving products qualify:

- Solar
- HVAC
- Roofing
- Windows
- Artificial Turf
- Pool Pumps
- Water Savings
- Insulation

# PACE Track Record

HERO is the largest and most successful residential PACE based financing program in the nation, and the only program that has successfully securitized PACE based loans. All funding, support services and technology are provided at no cost to the municipality.

Our proven model enables us to continue to provide:

- ✓ Ongoing Lending Capital
- ✓ Dependable Support Services
- ✓ Comprehensive Technology Infrastructure
- ✓ Unrivaled Consumer Protections

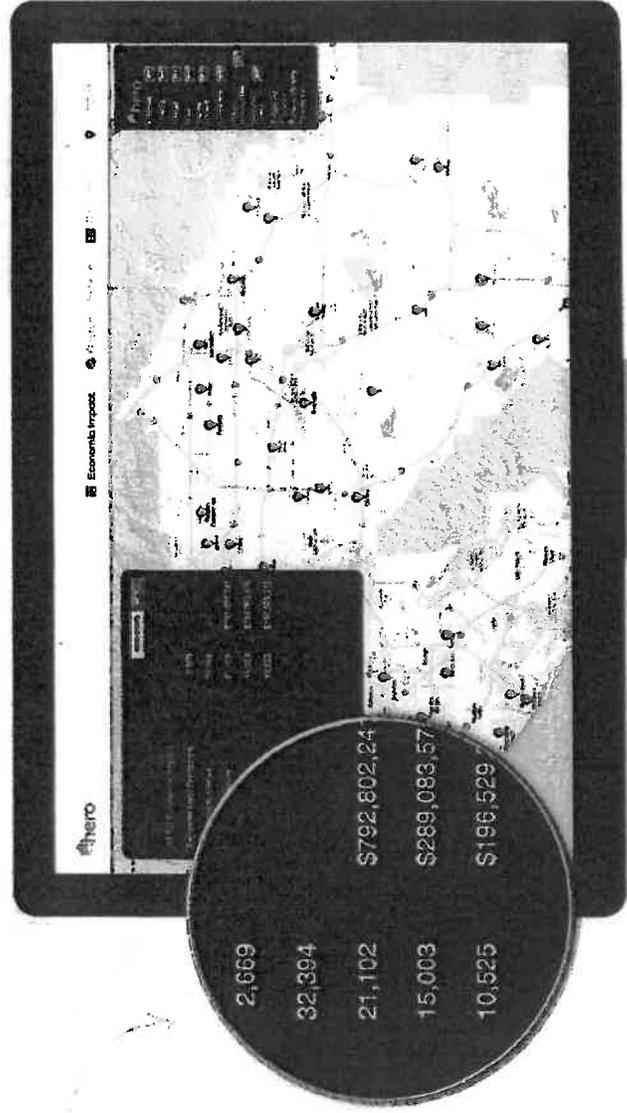


# Integrated Technology

HERO provides communities an extensive technology platform designed to deliver accurate and timely information during every step of the process.

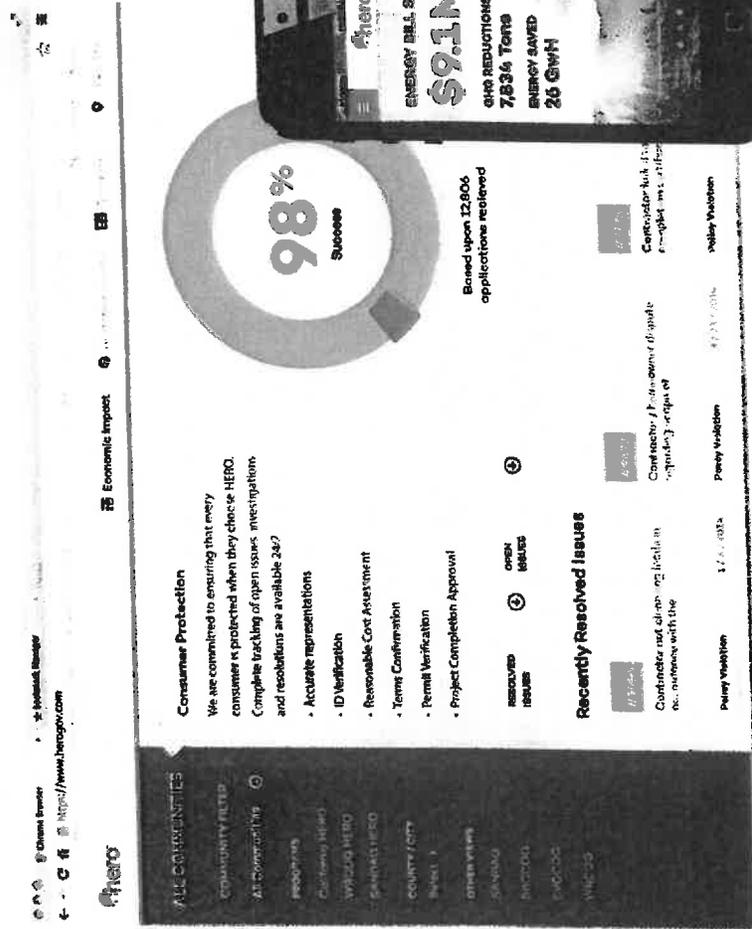
## Real-time Tracking:

- Project Types
- Active Contractors
- New Job Creation
- CO<sup>2</sup> Reduction
- Economic Impact



# HERO Gov

HERO Gov provides municipalities direct insight on Program performance and transparency on all consumer protection support items.



## Features:

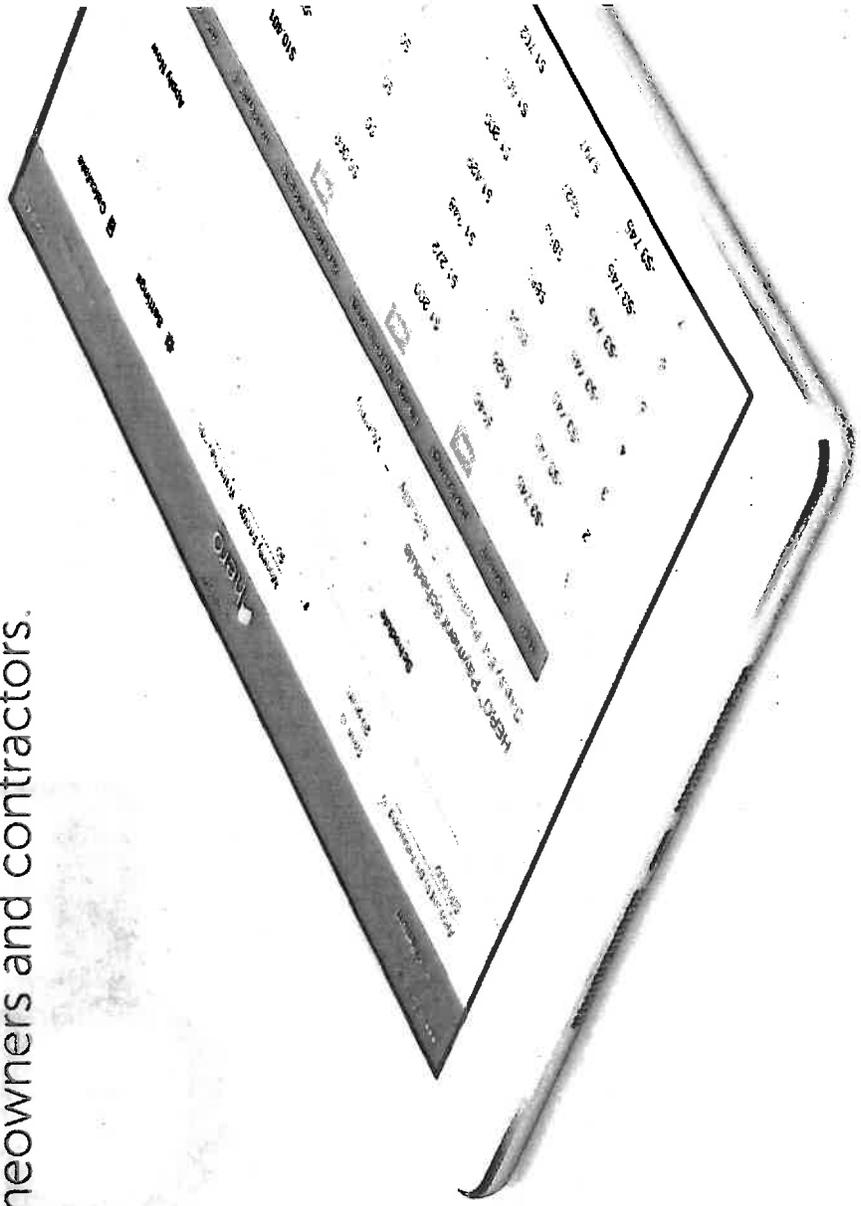
- HERO Map
- Mobile App
- Real Time Data
- Projects Financed
- Amounts Financed
- Environmental Impact
- Jobs Created
- Consumer Protection Inquiries and Resolutions

# HERO Pro

An integrated, secure platform designed to make the estimating, approval, documentation and funding process as easy as possible for homeowners and contractors.

## Features:

- Interactive Sales Tools
- Estimating Calculators
- Energy Savings Calculators
- Financing Document Generation
- Electronic Signature Capabilities
- Information and Updates
- Web Based Training Curriculum
- Webpage at [heroprogram.com/companyname](http://heroprogram.com/companyname)



# Community Support

We provide dedicated support to consumers, contractors and municipalities through every step of the process.

## Contractor Training

Our representatives in the field deliver training and provide ongoing support for application processing and program implementation.

## Municipal Support

Dedicated account managers are assigned to every municipality to provide training, ongoing support, and to respond to any constituent inquiries.

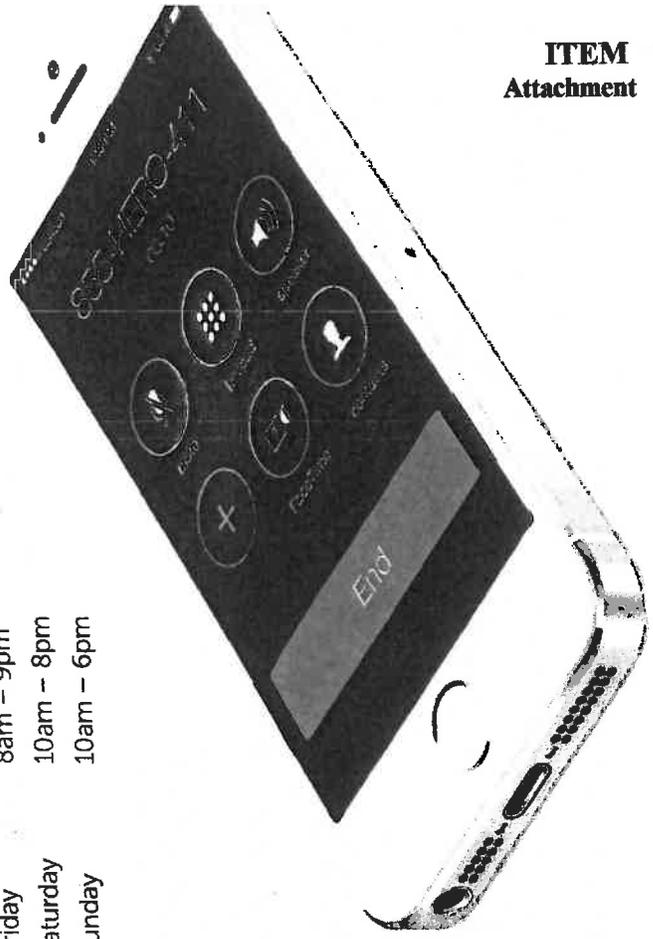
## Dispute Resolution

Every consumer complaint receives a full investigation. When necessary, our investigators with law enforcement experience will intervene to resolve any disputes.

## HERO Hotline (855-HERO-411)

Our full service call center is available to consumers and contractors from project start to completion.

Mon-Th	8am – 10pm
Friday	8am – 9pm
Saturday	10am – 8pm
Sunday	10am – 6pm





# Consumer Protection Policy

HERO has developed the #1 Consumer Protection Policy in the home energy improvement financing sector.

## Contractor ID Verification

Every contractor must be in good standing with the Program, and have active license status with the CSLB.

## Pricing Controls

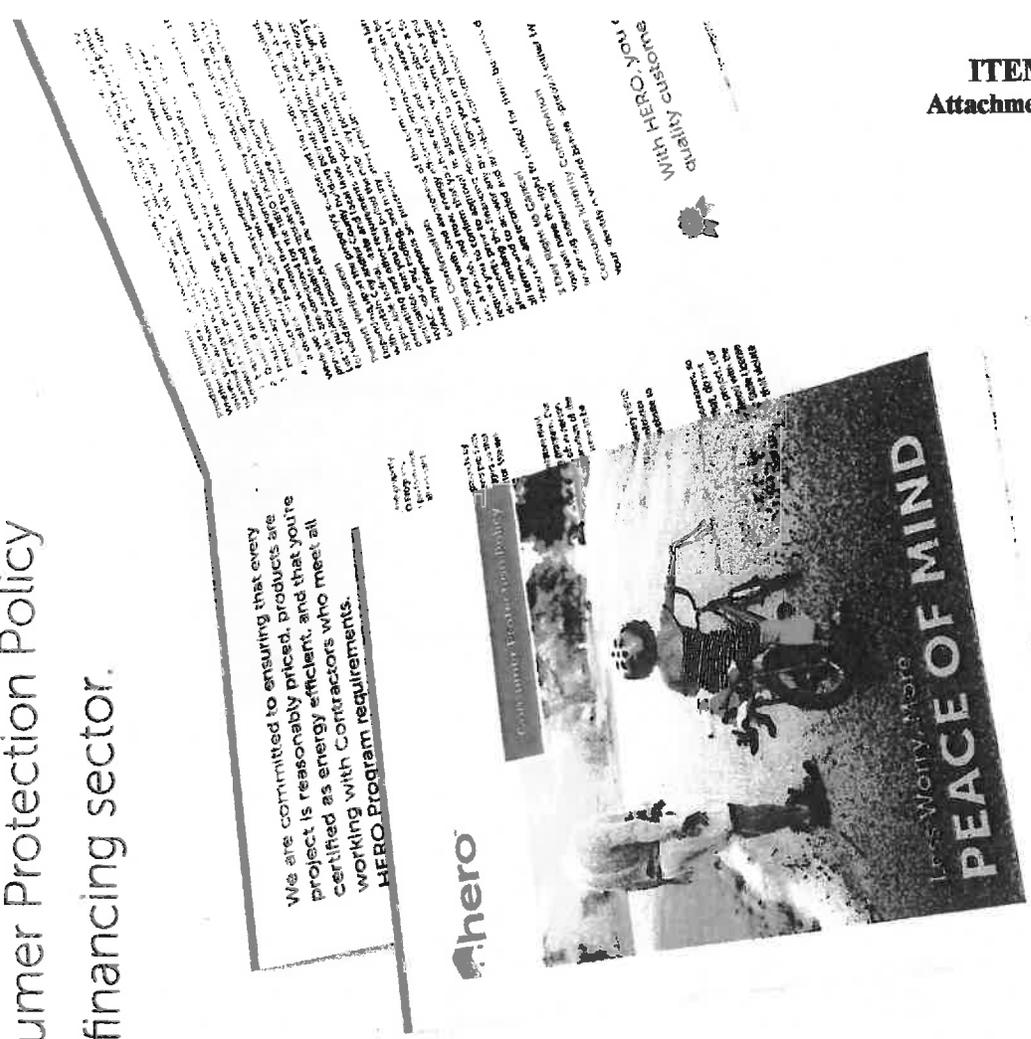
We conduct a Reasonable Cost Test on all major product types and projects to ensure consumers get a fair price.

## Permit Verification

We require verification that the necessary permits for qualifying products (including HVAC, solar PV, roofing, and many other products) have been issued.

## Payment Protection

No payments are made to the contractor until the property owner signs a completion certificate to verify the project has been completed to their satisfaction.



# Awards & Recognition

HERO delivers real impact and has been recognized by industry leaders for excellence and innovation.



**ENVIRONMENTAL & ECONOMIC PARTNERSHIP** | Governor of California  
Awarded California's highest honor by Governor Brown for exceptional leadership in environmental preservation and economic stimulus.



**BEST RESIDENTIAL PARTNERSHIP** | U.S. Green Building Council  
Recognized as a Top 10 Green Building Policy in California, serving as a national model for financing energy efficiency and water conservation retrofits.



**BEST OF THE BEST**  
Urban Land Institute  
Recognized for sustainable community development and organizational leadership in providing: economic value, environmental quality, and social equity.



**BUSINESS ACHIEVEMENT AWARD**  
Climate Change Business Journal  
Recognized for successfully partnering with local governments to develop residential financing programs for energy efficiency and renewable energy systems.



**PRESIDENTS AWARD FOR EXCELLENCE**  
Southern CA Association of Governments  
Recognized for creating successful public-private partnerships and economic stimulus by bringing private funding into communities.

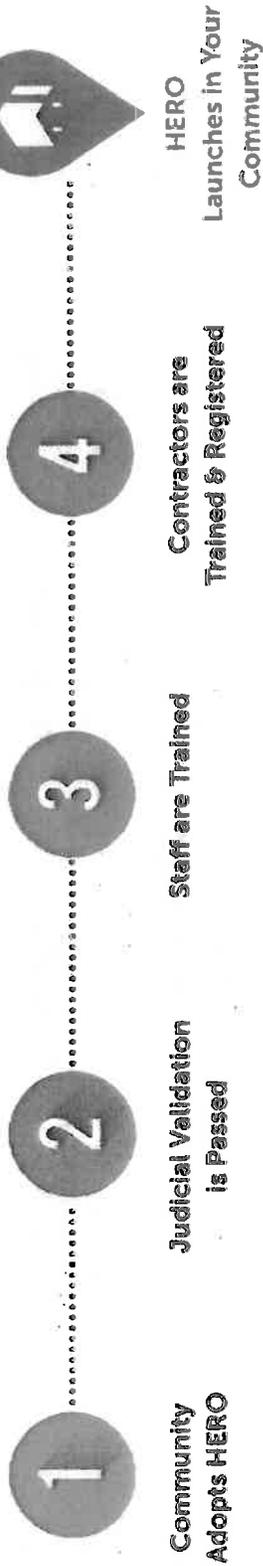


# HERO Communities

<b>Fresno County</b>	Hermosa Beach Inglewood Inwindale La Cañada Flintridge La Verne Lawndale Lomita Monrovia Montebello Monterey Park Palmdale Pomona Rancho Palos Verdes Rolling Hills Rolling Hills Estates Rosemead San Dimas San Gabriel San Marino Santa Monica South El Monte South Pasadena Temple City Torrance Walnut West Covina	<b>Monterey County</b> Monterey Monterey County Unincorporated <b>Napa County</b> American Canyon Calistoga Napa Napa County Unincorporated Yountville <b>Orange County</b> Anaheim Brea Buena Park Costa Mesa Garden Grove Huntington Beach La Palma Laguna Hills Newport Beach Placentia Santa Ana Stanton Tustin Westminster <b>Riverside County</b> Banning Calimesa Canyon Lake Corona Eastvale Hemet	Jurupa Valley Lake Elsinore Menifee Moreno Valley Murrieta Norco Perris Riverside Riverside County Unincorporated San Jacinto Temecula Wildomar <b>Sacramento County</b> Citrus Heights <b>San Bernardino County</b> Adelanto Apple Valley Barstow Big Bear Lake Chino Chino Hills Colton Fontana Grand Terrace Hesperia Highland Loma Linda Montclair Needles Ontario Rancho Cucamonga	<b>Santa Clara County</b> San Jose <b>Santa Cruz County</b> Scotts Valley <b>Solano County</b> Solano County Unincorporated Vacaville <b>Stanislaus County</b> Modesto Newman Oakdale Turlock Waterford <b>Tulare County</b> Visalia	Redlands Rialto San Bernardino San Bernardino County Unincorporated Twentynine Palms Upland Victorville Yucaipa Yuca Valley <b>San Diego County</b> Carlsbad Escondido Lemon Grove Oceanside San Diego San Diego County Unincorporated San Marcos Solana Beach Vista <b>San Joaquin County</b> Stockton Tracy <b>San Mateo County</b> Menlo Park <b>Santa Barbara County</b> Lompoc	<b>Santa Clara County</b> HERO Communities as of May 2014 <i>(Italicization indicates pre-launch phase)</i>
<b>Fresno</b> Clovis						
<b>Imperial County</b>						
Brawley El Centro						
<b>Kern County</b>						
Delano Kern County Unincorporated Ridgecrest Taft						
<b>Kings County</b>						
Lemoore						
<b>Los Angeles County</b>						
Alhambra Arcadia Azusa Baldwin Park Bellflower Bradbury Carson City of Industry Claremont Covina Diamond Bar El Monte El Segundo Gardena Glendora Hawthorne						

# Get HERO

It's easy to bring HERO to your community. Learn more by visiting [heroprogram.com](http://heroprogram.com) or calling 855-HERO-411.



"Why HERO? It's made our community better by lowering unemployment, increasing environmental efforts, and boosting our economy!"

**Mayor Rusty Bailey, Riverside, CA**

"As HERO helps our residents lower their utility bills, San José furthers its sustainability goals by reducing energy and water use. Our economy and job market benefits from home improvement-related activity making it a win-win for all aspects of San José."

**Kerrie Romanow, Director of Environmental Services, San José, CA**

## AGENDA TRANSMITTAL

**MEETING DATE:** April 7, 2015

**CITY AGENDA ITEM:** Council Adoption of Resolution No. 2015-\_\_\_: Authorizing the City Manager to Recruit for and Fill the Executive Management Functions over the Building & Public Works Department Due to an Anticipated Vacancy in July of 2015.

**FISCAL IMPACT:** The FY 2014-15 Annual Budget includes appropriations for a Building & Public Works Director position. It is anticipated that replacing the incumbent can be accomplished within the same level of funding. Should that assumption prove to be impossible to achieve, staff would return to the City Council with an alternate proposal.

**BACKGROUND:** With the adoption of the FY 2010-11 Annual Budget, the City Council approved a reorganization that combined the Building Department with the Public Works Department. Prior to that reorganization, the Public Works Director was a registered engineer who also served as the City Engineer. Since 2010, City Engineer services have been performed under consulting contract.

The incumbent Building & Public Works Director has announced his intention to retire very early in the coming fiscal year. The City Council has in place a selective hiring freeze, requiring Council approval before moving forward to fill vacancies.

**STAFF REPORT:** The Building & Public Works Department is a unique combination of disciplines and services. This is a reflection of the lean fiscal times that we have been living through the past five years, as well as the strengths of the incumbent director. The City Manager is seeking authority to “test the waters” to see whether a replacement can be found to cover most or all of the disciplines and services represented in the department. It may be possible to return to a Public Works Director, who can also serve as the City Engineer or the current configuration of Building and Public Works. Both combinations exist in the marketplace; however the City’s ability to attract qualified candidates may be an issue. Through the recruitment process, the City Manager will be able to determine whether some reorganization of the elements of the department may need to occur. These would be addressed in the proposed FY 2015-16 Annual Budget this June.

**RECOMMENDATION:** It is recommended that the City Council adopt Resolution 2015-\_\_\_: Authorizing the City Manager to Recruit for and Fill the Executive Management Functions over the Building & Public Works Department Due to an Anticipated Vacancy in July of 2015.

**ATTACHMENTS:**

1. Resolution 2015-\_\_\_: Authorizing the City Manager to Recruit for and Fill the Executive Management Functions over the Building & Public Works Department Due to an Anticipated Vacancy in July of 2015.

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

Ronald C. Anderson, Jr., Assistant City Manager  
 Suzanne Bragdon, City Manager

**RESOLUTION NO. 2015-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
AUTHORIZING THE CITY MANAGER TO RECRUIT FOR AND FILL THE  
EXECUTIVE MANAGEMENT FUNCTIONS OVER THE BUILDING & PUBLIC  
WORKS DEPARTMENT DUE TO AN ANTICIPATED VACANY IN JULY 2015**

**WHEREAS**, the City of Suisun City Council has instituted a selective hiring freeze; and

**WHEREAS**, the City Council must approve the recruiting and the hiring of employees to fill vacancies; and

**WHEREAS**, the incumbent Building & Public Works Director has announced his intention to retire very early in the coming fiscal year; and

**WHEREAS**, it is essential that the job function of managing the Building & Public Works Department is covered, so that service delivery continues.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby authorizes the City Manager to recruit for and fill the executive management functions over the Building & Public Works Department very early in the coming fiscal year.

**BE IT FURTHER RESOLVED** that if budget augmentation is necessary that requires City Council approval, the City Manager will return to the Council for such approval.

**PASSED AND ADOPTED** by the City Council of the City of Suisun City at a regular meeting thereof held on the 7<sup>th</sup> day of April 2015 by the following vote:

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

**WITNESS** my hand and the seal of said City this 7<sup>th</sup> day of April 2015.

---

Linda Hobson, CMC  
City Clerk

## AGENDA TRANSMITTAL

**MEETING DATE:** April 7, 2015

**CITY AGENDA ITEM:** Council Adoption Resolution No. 2015\_\_\_: Accepting the Annual Progress Report on Implementation of City of Suisun City Housing Element for 2014 to State of California Department of Housing and Community Development.

**FISCAL IMPACT:** There would be no fiscal impact associated with adoption of the proposed Resolution. Failure to adopt the Resolution could result in the loss of future grant funding.

**BACKGROUND:** The City Council adopted the most recent Housing Element Update in July 2009, and soon will be considering the new 2015-2023 Housing Element (May 19, 2015). The City Council is required by state law to adopt an Annual Progress Report on the implementation of the Housing Element of the General Plan. The adopted Progress Report is then forwarded to the State Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD). Submission of the required Annual Progress Report allows the City the opportunity to apply for additional grant funds.

**STAFF REPORT:** Attached is a copy of the City's Annual Progress Report for the time period of January 1, 2014, through December 31, 2014. The report is important for many reasons. It ensures that the City is in compliance with the Housing Element and it is also required in order for the City to qualify for programs and grants such as the Workforce Housing Rewards Grant Program (WFH).

In both 2006 and 2007, the City applied for and received WFH grant funding, which totaled approximately \$581,000. These funds were allocated for various uses including repair of the railing along the waterfront harbor, street sign replacements citywide, the Fire Department's new modular office/dormitory, video cameras in high-crime areas, a portion of the funds for Marina dredging, a portion of the funds for the City Hall emergency generator, file retrieval system, storm channel rehabilitation, and a portion of the funds required for the improvements to Goepf Park.

The Annual Report for 2014 is fairly simple to summarize:

- The City adopted Zoning Text Amendments regarding Emergency Shelters, Density Bonuses, Transitional and Supportive Housing, and Reasonable Accommodations.
- The City is pursuing the update of the General Plan, Zoning Ordinance and Downtown Waterfront Specific Plan.
- With the elimination of the Redevelopment Agency, affordable housing activities have been limited to administering the existing loans associated with the Neighborhood Stabilization Program, as well as the First-Time Homebuyer Program. All of which are no longer issuing new loans.

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

John Kearns, Associate Planner  
 Jason Garben, Development Services Director  
 Suzanne Bragdon, City Manager

- The Housing Authority has not been granted any additional vouchers.

In order to maintain compliance with the State of California reporting requirements and to qualify for possible grant programs, the Annual Report needs to be submitted to HCD within 60 days following April 1, 2015.

---

**STAFF RECOMMENDATION:** It is recommended that the City Council adopt Resolution No. 2015\_\_\_: Accepting the Annual Progress Report on Implementation of City of Suisun City Housing Element for 2014 to State of California Department of Housing and Community Development.

---

**ATTACHMENTS:**

1. Resolution No. 2015\_\_\_: Accepting the Annual Progress Report on Implementation of City of Suisun City Housing Element for 2014 to State of California Department of Housing and Community Development.
2. Annual Progress Report CY 2014.

**RESOLUTION NO. 2015-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY  
ACCEPTING THE ANNUAL PROGRESS REPORT ON IMPLEMENTATION OF THE  
CITY OF SUISUN CITY HOUSING ELEMENT FOR 2014 TO STATE OF CALIFORNIA  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

**WHEREAS**, California Government Code Section 65400 (a)(2) requires that all cities and counties submit reports to the State of California Department of Housing and Community Development on the City's progress in implementing its housing element; and

**WHEREAS**, the City of Suisun City completed its report and presented the report to the City Council for its review and acceptance on April 7, 2015; and

**WHEREAS**, the Development Services Department is directed to file the progress report with the State of California, Department of Housing and Community Development; and

**WHEREAS**, as evidenced by the content of the progress report, Exhibit A, the City of Suisun City has made progress in the implementation of the adopted goals and policies contained in its Housing Element.

**NOW, THEREFORE, BE IT RESOLVED THAT** the City Council of the City of Suisun City hereby accepts the attached annual progress report and directs the Development Services Department to file said report with the State of California, Department of Housing and Community Development.

**PASSED AND ADOPTED** by the following vote at a regular meeting of the City Council of the City of Suisun City duly held on the 7<sup>th</sup> day of April 2015:

**AYES:** Council Members:  
**NOES:** Council Members:  
**ABSENT:** Council Members:  
**ABSTAIN:** Council Members:

**WITNESS** my hand and the seal of said City this 7<sup>th</sup> day of April 2015.

---

Linda Hobson, CMC  
City Clerk



**DEPARTMENT OF HOUSING  
AND  
COMMUNITY DEVELOPMENT**

**ANNUAL HOUSING ELEMENT PROGRESS REPORT**

---

**City or County Name:**

City of Suisun City

**Mailing Address:**

701 Civic Center Boulevard  
Suisun City, CA 94585

**Contact Person:**

John Kearns  
Associate Planner

**Phone:**

(707)-421-7337

**Fax:**

(707)-429-3758

**E-mail:**

jkearns@suisun.com

**Reporting Period by Calendar Year:**

From January 1, 2014 to December 31, 2014

***Submitted to:***

Department of Housing and Community Development  
Division of Housing Policy Development  
P.O. Box 952053  
Sacramento, CA 94252-2053

**-and-**

Governor's Office of Planning and Research  
P.O. Box 3044  
Sacramento, CA 95812-3044



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202 )

Jurisdiction      Suisun City  
 Reporting Period      1-Jan-14 - 31-Dec-14

**Table A**  
**Annual Building Activity Report**  
**Very Low-, Low-, and Moderate-Income Units and Mixed-Income Multifamily Projects**

1	Housing Development Information				5	6	7	8
	2	3	4	4				
			0	0	0			
			0	0	0			
			0	0	0			
<b>(9) Total of Above Moderate from Table A2</b>								
			▲	▲	0			
<b>(10) Total by income units</b>								
<b>(Field 5) Table A</b>								
			▲	▲	0			



Policy	Program	Responsible Agency/Department	Time Frame	Continue Monthly
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<p><b>OBJECTIVE 1:</b> Provide housing opportunities for all segments of the community to meet current and future needs.</p>	<p><b>POLICY 1.A:</b> Ensure that there are sites available to accommodate the City's housing needs.</p> <p>PROGRAM 1.A.1: Plan for the construction of new housing according to ABAG's Regional Share. Continue to plan for and facilitate private construction of 310 dwelling units with the allocation shown in Table 1.A.</p> <p>To provide for the development of the City's 310 dwelling unit allocation the City will complete the following actions:</p> <ul style="list-style-type: none"> <li>The City will rezone one site from General Commercial to High Density Residential (APN 0174-120-230, Table 32), which will be completed by June 30, 2010 (Program 1.B.1). This site will allow for 20 units per acre by right and allow a minimum of 16 units on this site. The City will also amend its R-H zone to require a minimum density of 20 units per acre by right without discretionary review.</li> <li>The City will also adopt a Transit-Oriented Development (TOD) Overlay District. The district boundary is from Main Street to the east, Sacramento Street to the south, and Highway 12 to the north. When adopted, the residential components of mixed-use projects in the TOD Overlay District will have a maximum allowable density of 25 dwelling units per acre and will permit residential units on second and third floors above commercial spaces by right. The TOD Overlay District will contain specific parcels, including the vacant 0.99 acre parcel on Common Street (APN 32-081-11), which will be restricted to residential development at a minimum of 33 dwelling units per acre. The minimum density</li> </ul>	<p>Community Development Department</p>	<p>The rezoning of one site from General Commercial to High Density Residential (APN 0174-120-230) will be completed by June 30, 2010. The City will adopt the TOD District by June 2010 and consider lot consolidation as part of the TOD District to be adopted by June 2010.</p>	<p>The City is currently in the process of updating the General Plan. Due to the ongoing work on the General Plan update and staffing shortages over the planning period the City has not been able to complete the rezoning of sites identified in this program. The City has analyzed the 4th cycle RHNA shortfall and has carried it over in the 2015-2023 Housing Element (refer to Program 1.A.1).</p> <p>The General Plan update will be adopted in early 2015. A Zoning Ordinance update and Downtown/Waterfront Specific Plan update will follow the update to the General Plan. The City will use this process to accommodate the RHNA shortfall.</p>	<p>Modify and continue.</p>
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<p>Policy</p>	<p>established for the Common Street parcel accommodates the City's remaining lower income housing need. There will be approximately 4 acres of vacant and underutilized land in the TOD Overlay District (sites are listed in Table 33).</p> <ul style="list-style-type: none"> <li>To help facilitate the development of small lots in the TOD Overlay, the City will consider a lot consolidation program that offers progressively higher densities/intensities (above 25 units per acre) as an incentive to consolidate lots listed in Table 33. There is one group of small sites identified in Table 33 that are suitable for consolidation. The group of sites is located along Main Street and if combined, would yield a 0.62 acre parcel with a minimum capacity of 12 units.</li> <li>The City will also provide regulatory and financial incentives listed in Program I.C.1. including but not limited to financial assistance (based on availability of federal, state, local, and private housing funds), expedited development review, streamlined development application processing, modification of development requirements such as reduced parking standards for seniors, assisted care, and special needs housing on a case-by-case basis, and other incentives to be determined.</li> </ul>	<p>Community Development Department</p>	<p>Rezone will be completed June 30, 2010.</p>	<p>The City is currently in the process of updating the General Plan. Due to the ongoing work on the General Plan update and staffing shortages over the planning period the City has not been able to complete the rezone of sites identified in this program. The City has analyzed the 4th cycle RHNA</p>	<p>Will be modified and combined with Program I.A.1.</p>
<p>POLICY I.B:</p>	<p>Encourage the construction of new housing units that offer a wide range of housing</p>	<p>PROGRAM I.B.1: To accommodate the City's regional allocation for extremely low-, very low- and low-income housing, the City will rezone 3 acres of General Commercial (GC) land (APN 0174-120-230), without physical or environmental constraints, to High-Density</p>	<p>Will be modified and combined with Program I.A.1.</p>		

Policy	Program	Responsible Agency/Dept.	Time Frame	Current Activity
types to ensure that an adequate supply is available to meet existing and future needs; and where appropriate to encourage mixed-use development that brings housing together with retail opportunities, jobs and services.	Residential (R-H) to facilitate the development of an average of 20 units per acre (assuming the average build-out of 20 du/acre from the General Plan) (see Table 32) by right and allow a minimum of 16 units on this site. The City will also amend its R-H zone to require a minimum density of 20 units per acre by right without discretionary review.			shortfall and has carried it over in the 2015-2023 Housing Element (refer to Program 1.A.1).  The General Plan update will be adopted in early 2015. A Zoning Ordinance update and Downtown/Waterfront Specific Plan update will follow the update to the General Plan. The City will use this process to accommodate the RHNA shortfall.
	PROGRAM 1.B.2: To facilitate residential development in the Downtown Waterfront Specific Plan areas designated Main Street (DW-MC) and Commercial/Office/Residential Mixed-Use (DW-C/O/R) District; the City will remove the conditional use permit and planned unit development permit requirements for residential development on the second and third floors of mixed use developments in these districts.	Community Development Department	Rezoning will be completed June 30, 2010.	Residential units are currently being proposed in the DW-C/O/R zone and the City has determined that it will meet it's RHNA through other programs and this program will not be continued.
	PROGRAM 1.B.3: As part of the process of assessing a proposed residential development, evaluate the potential to incorporate other uses within the project or in conjunction with the project, including but not limited to, project-serving retail, job centers or services, such as child care.	Community Development Department	Ongoing	The City evaluates the potential to incorporate other uses within a proposed project on a case-by-case basis.
POLICY 1.C: The	PROGRAM 1.C.1: Annually review and update the	Community	Post the Housing	With the adoption of AB 1X26, which eliminated

Modify and

Continue.

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Policy	Program	Department	Element on the City's website as soon as it is adopted (July 2009) and contact affordable housing developers annually to provide them with a list of vacant and underutilized sites for the development of affordable housing (also see PROGRAM 1.E.1).	redevelopment agencies, the City is exploring alternative approaches to continue this program.	continue.
<p>provision of a balanced inventory of housing in terms of unit type (e.g. single-family, multi-family, etc.), cost, and style will allow the City to fulfill a variety of housing needs.</p>	<p>City's inventory of properties that are suitable for redevelopment and continue to identify the potential number of additional dwelling units on such sites based on the age, condition, and density of existing land uses in relation to zoning or specific plan requirements. The City will continue to make the inventory available to interested residential developers via the City's website and through predevelopment meetings.</p>	<p>Development Department</p>	<p>The City will continue to work with developers to provide regulatory incentives including fee deferrals and flexible development standards as projects are submitted to the Community Development Department. The City will use redevelopment set-aside funds to develop extremely low-; very low-;</p>	<p>With the adoption of AB 1X26, which eliminated redevelopment agencies, the City is exploring alternative approaches to continue this program.</p>	<p>Modify and continue.</p>
<p></p>	<p>PROGRAM 1.C.2: Continue to provide regulatory and financial incentives to increase the probability that residences will be constructed in commercial zones, either as single-use projects or in mixed-use developments, particularly within the City's Downtown/Waterfront Specific Plan area. The City will offer the following regulatory and financial incentives including but not limited to financial assistance (based on availability of federal, state, local, and private housing funds), expedited development review, streamlined development application processing, modification of development requirements, such as reduced parking standards for seniors, assisted care, and special needs housing on a case-by-case basis, and other incentives to be determined.</p>	<p>Community Development Department</p>	<p>The City will continue to work with developers to provide regulatory incentives including fee deferrals and flexible development standards as projects are submitted to the Community Development Department. The City will use redevelopment set-aside funds to develop extremely low-; very low-;</p>	<p>With the adoption of AB 1X26, which eliminated redevelopment agencies, the City is exploring alternative approaches to continue this program.</p>	<p>Modify and continue.</p>

Policy	Program	Responsible Agency/Dept.	Time Frame	Continue/Modify/Delete
<p>POLICY 1.D: Establish affordable housing goals for new development for the production of extremely low-, very low-, low-, moderate-, and above moderate-income housing in the City.</p>	<p>PROGRAM 1.D.1: The City shall review the establishment of a program requiring developers of residential development to either: (a) provide a percentage of their unit at a below-market rent or price; (b) pay a fee; or (c) propose alternative measure to meet their affordable housing requirements determined by an ordinance that will be drafted.</p>	<p>Community Development Department, Redevelopment Agency</p>	<p>low-; and moderate-income projects and assist developers with securing additional financing as projects are submitted to the Community Development Department and funds are available.</p> <p>The City will decide if they are going to pursue an inclusionary housing ordinance by June 2010.</p>	<p>Modify and continue.</p>
	<p>PROGRAM 1.D.2: To promote the financial feasibility of producing affordable housing units utilizing density bonuses and incentives and concessions the City will adopt a density bonus ordinance in compliance with Government Code Section 65915. The City will reserve the option of granting an additional density bonus to increase the financial feasibility of an affordable housing project that includes extremely low-, very low-, and low-income units.</p>	<p>Community Development Department, Redevelopment Agency</p>	<p>The City will provide density bonuses as projects are received by the Community Development Department.</p>	<p>Complete. The City adopted Ordinance 728 on November 18, 2014, to establish a density bonus ordinance.</p> <p>Delete.</p>

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Policy	Description	Responsible Agency	Funding Source	Status	Action
<p>POLICY 1.E: Apply for state, federal, and other programs for which the City would be the applicant, or a co-sponsor, and work with nonprofit and for-profit developers to make use of those programs directed to homebuilders.</p>	<p>PROGRAM 1.D.3: To help bolster the quality of the City's neighborhoods while providing affordable home-ownership opportunities for those entering the real estate market for the first time the City created a First-Time Homebuyer Program that provides low and moderate income households with up to 35 percent of the purchase price in down payment assistance in the form of 2nd mortgages to purchase foreclosed homes. The Agency budgeted \$4.4 million in Housing Set-Aside monies to fund this program. In addition to creating affordable home ownership opportunities, this program is designed to help deal with the significant balance of foreclosures currently on the market and to eliminate blight in neighborhoods located within the Agency's Project Area.</p>	<p>Economic Development Agency, Redevelopment Agency</p>	<p>2009-2014</p>	<p>The First-Time Homebuyers Program invested \$1,950,000 from Housing Set-Aside Funds since its inception. With the adoption of AB 1X26, which eliminated redevelopment agencies and eliminated this funding source, this program has not been continued.</p>	<p>Delete.</p>
<p>POLICY 1.E: Apply for state, federal, and other programs for which the City would be the applicant, or a co-sponsor, and work with nonprofit and for-profit developers to make use of those programs directed to homebuilders.</p>	<p>PROGRAM 1.E.1: Provide financial incentives to make construction of affordable housing economically feasible by applying for state and federal subsidies. The City will make use of all available programs for which it is eligible to apply and for which eligible projects have been identified. The City will assist nonprofit housing corporations and for-profit developers in applying for state and federal funds for eligible projects (i.e., HOME Program and Community Block Development Grants). If necessary, the City will also use Redevelopment Housing Set-Aside Funds to pay permit or impact fees for residential projects containing extremely low-, very low, and low-income units. The Redevelopment Agency will consider the use of housing set-aside funds as gap financing to provide additional financial incentives when necessary.</p>	<p>Redevelopment Agency</p>	<p>Use redevelopment housing set-aside funds as designated in the City's Redevelopment Implementation Plan and apply for additional funding as Notice of Funding Available (NOFAs) is released by the state. The City will post the Housing Element on the City's web site as soon as it is adopted and</p>	<p>The City continues to be committed to locating and working with nonprofit housing developers to build projects. Unfortunately, the market has not allowed the City to have any success at this juncture. In addition, the City will continue to work with other local jurisdictions to accomplish this program.</p>	<p>Modify and continue.</p>

Policy	Program	Responsible Agency/Dept.	Time Frame	Action/Implementation	Continuing Activity/Details
	<p>PROGRAM 1.E.2: The City will continue to seek interested nonprofit housing sponsors/developers to make use of available financing techniques for affordable housing projects. The City will identify for-profit and nonprofit housing developers interested in developing affordable housing in Suisun City.</p>	Redevelopment Agency	<p>contact affordable housing developers annually to provide them with a list of vacant and underutilized sites for the development of affordable housing (also see PROGRAM 1.C.1).</p>	<p>The City continues to be committed to locating and working with nonprofit housing developers to build projects. Unfortunately, the market has not allowed the City to have any success at this juncture. In addition, the City will continue to work with other local jurisdictions to accomplish this program.</p>	Modify and continue.
	<p>PROGRAM 1.E.3: The City will annually meet with representatives of Solano County, Vallejo, Fairfield, Vacaville, and/or other jurisdictions to determine interest in, and feasibility of, applying for a mortgage revenue bond or mortgage credit certificate allocation. The City will investigate at least one allocation and either issue bonds or mortgage credit certificates, depending on the financial feasibility of issuing bonds. If the use of the first allocation is successful, the City will apply for a second allocation.</p> <p>To implement this program, the City will:</p> <ul style="list-style-type: none"> <li>Reach an agreement on the City's financial participation if a bond or certificate issuance is determined to be feasible;</li> <li>Promote the availability of the bond financing within the local development community to</li> </ul>	Redevelopment Agency	<p>Annually meet representatives from the County and representatives from the other cities in the County to discuss interest in apply for mortgage revenues bonds or mortgage credit certificates, if feasible, apply for first allocation in 2009. If the program is successful, the City will apply for the</p>	<p>In 2013, the City's Housing Authority approved a cooperative agreement with the California Affordable Housing Agency (CalAHA) for the issuance of multi-family housing revenue bonds by CalAHA for the purpose of financing the acquisition and rehabilitation of the Continental Apartments. The City continues to work with other jurisdictions to determine interest in and feasibility of applying for mortgage revenue bonds or mortgage credit certificates.</p>	Modify and continue.

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Policy	Program	Agency	second allocation in 2010.	Delete.
<p>generate interest in using this resource to develop affordable housing units meeting bond program requirements; and</p> <ul style="list-style-type: none"> <li>Refer interested developers to the administering agency for participation in the program.</li> </ul>	<p>PROGRAM 1.E.4: The City will use the Redevelopment Agency funds to supplement state, federal, and private funding sources, if available and if needed, to complete affordable housing projects. The first priority for the Redevelopment Agency housing set-aside funds will be for housing rehabilitation. Remaining funds will be available to supplement other financing sources as needed.</p>	<p>Redevelopment Agency</p>	<p>2009-2014, as projects are submitted to Redevelopment Agency.</p>	<p>With the adoption of AB 1X26, which eliminated redevelopment agencies, the City explored alternative approaches to continue this program. The City secured approximately \$995,000 in Neighborhood Stabilization Program funds and has contracted with Mercy Housing/ NeighborWorks to purchase and rehabilitate foreclosed homes. Twelve properties were purchased through this program, with nine sold to first-time homebuyers.</p>
<p>POLICY 1.F:                  Continue to allow second units and other alternative types of housing.</p>	<p>PROGRAM 1.F.1: The City will continue to implement the second dwelling unit ordinance that follows the requirements of state law (Government Code Section 65852.1) in allowing second dwelling units on any residential lot subject to ministerial review (or Planning Commission review, as applicable). The second dwelling unit ordinance has the following requirements:</p> <ul style="list-style-type: none"> <li>A second unit may be established on any residentially zoned parcel, which permits single-family dwellings containing an existing single-family dwelling.</li> <li>An applicant must be both an owner and the current resident of the property for which a second unit is proposed.</li> <li>The second unit can either be attached to and designed to be located within the living area of the existing dwelling, or detached from and</li> </ul>	<p>Community Development Department</p>	<p>2009-2014 The City will amend the Zoning Ordinance to include the state law language that was passed in 2005 that removes discretionary review.</p>	<p>Continue.</p>

Policy	Program	Responsible Agency/Dept.	Time Frame	Continue / Modify / Delete
	<p>no less than ten feet from the existing single family dwelling, and such unit shall be architecturally integrated into the existing building design.</p> <ul style="list-style-type: none"> <li>The proposed increase in gross floor area of an attached or detached second unit shall not exceed:               <ol style="list-style-type: none"> <li>Eight-hundred square feet for lots smaller than ten thousand square feet in size;</li> <li>One-thousand square feet lots equal to or larger than ten thousand square feet in size.</li> </ol> </li> <li>Detached second units shall be located no closer than five feet from any side or rear property lines.</li> <li>As part of any such building permit application, the applicant shall submit a copy of the deed to the property including a full and complete set of any conditions, covenants and restrictions.</li> </ul>	Community Development Department	The City will adopt the TOD District by June 2010.	Modify and combine with Program I.A.1.
	<p>PROGRAM I.F.2: The City will adopt a Transit-Oriented Development (TOD) Overlay District. The district boundary is from Main Street to the east, Sacramento Street to the south, and Highway 12 to the north as specified by the TOD Feasibility Study (Draft as of April 2008). The City promotes the development of mixed use and TOD projects through the Suisun City Redevelopment Agency, which meets with interested developers and discusses the City's mixed-use and TOD opportunities. The Agency also provides financial assistance for mixed-use projects through its tax increment fund. Residential components of mixed use projects in</p>		The City initiated the update of the Downtown Waterfront Specific Plan in 2014, which incorporates sites within the TOD Feasibility Study. This comprehensive update will be completed by May 2016.	The City is currently in the process of updating the General Plan. Due to the ongoing work on the General Plan update and staffing shortages over the planning period the City has not been able to complete the rezone of sites identified in this program. The City has analyzed the 4th cycle RHNA shortfall and has carried it over in the 2015-2023

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Policy	Regulatory	Department	Amended by	Housing Element (refer to Program 1.A.1).	Continued
	<p>the TOD Overlay District will have a maximum allowable density of 25 dwelling units per acre and will permit residential units on second and third floors above commercial spaces. There will be approximately 4 acres in the TOD Overlay District (sites are listed in Table 33) that will accommodate owner and rental multifamily uses that will be permitted by-right on the second and third floors and through a lot consolidation program (Program 1.A.1). The City will also provide the regulatory and development standards listed in Program 1.C.2.</p>	Community Development Department	Amended by June 2010	<p>The General Plan update will be adopted in early 2015. A Zoning Ordinance update and Downtown/Waterfront Specific Plan update will follow the update to the General Plan. The City will use this process to accommodate the RHNA shortfall.</p>	The City has determined that it will meet its RHNA through other programs and this program will not be continued.
<p>PROGRAM 1.F.3: The City will amend the Downtown Waterfront Main Street Commercial (DW-MC) district to allow for residential uses on the second and third floors above commercial spaces and other types of residential housing at the same density as the High-Density Residential District (R-H) (14-21).</p> <p>To further support meeting the needs for a mix of housing types the City recently adopted the FOCUS: PDA for the entire Downtown Specific plan area and a 30+ acre parcel, located within less than ¼ mile from the train station. The City promotes this opportunity through the Suisun City Redevelopment Agency, which meets with interested developers and discusses the City's mixed-use opportunities. The Agency also provides financial assistance for mixed-use projects through its tax increment fund. In addition, the Commercial/Office/Residential (C/O/R) Designation allows 50 percent of the sites to be developed with residential.</p>	<p>PROGRAM 1.F.4: The City will continue to allow construction of duplexes on corner lots and other</p>	Community Development	2009-2014, as projects are	<p>The City received grant funding through the Metropolitan Transportation Commission to update the Downtown/Waterfront Specific Plan. The update to the Specific Plan is currently under way and scheduled for completion in May 2016.</p>	Continue.

Policy	Program	Responsible Agency/Dept.	Time Frame	Continuity of City Goals
POLICY 1.G: The City will continue to implement design guidelines for new residential construction to ensure a maximum level of housing design quality.	flexible housing designs according to City design guidelines.	Department	received through the Community Development Department.	"zero lot line" on one side. However, construction on this project has not yet started.
POLICY 1.G: The City will continue to implement design guidelines for new residential construction to ensure a maximum level of housing design quality.	PROGRAM 1.G.1: The City will evaluate development proposals based upon development standards, the distinctiveness of design and compatibility with existing residential development within the vicinity of the proposal. The City will evaluate the compatibility with the physical and environmental characteristics of the area in which a development proposal is to be located and by using the specific plan and planned unit development processes, the City will encourage the distinctiveness of new residential neighborhoods.	Community Development Department	2009-2014, as projects are received through the Community Development Department.	The City has historically put considerable emphasis on design and compatibility with neighboring uses and will continue to do so. The City has found this approach to be effective in the past and anticipates the same in the future.
POLICY 1.H: The City will encourage the Planned Use Development (PUD) zoning in medium- and high-density residential zones.	PROGRAM 1.H.1: The City will continue to use PUD zoning to offer greater housing choice for residents and greater flexibility for developers than in conventional zone districts. The PUD zone enables developers to provide a great range of housing units that can accommodate a variety of needs.	Community Development Department	Consider using PUD zoning where appropriate and as projects are submitted to the Community Development Department.	The City has been receptive to PUDs in the past and anticipates the same to be true in the future. The City has found this approach to be effective in the past and anticipates the same in the future.
POLICY 1.I: The City will evaluate its progress in achieving its Housing Element Goals.	PROGRAM 1.I.1: As required by state law (Government Code Section 65400), the City will annually review and evaluate its progress in meeting Housing Element objectives and prepare a report to the City Council on annual achievements. The City will alter existing housing strategies or develop new strategies as needed to meet changing City needs. In addition, as required by state law, the City will forward its	Community Development Department	Submit annual reports starting January 2009, and annually thereafter. The City will submit its adopted Housing Element to local water and sewer providers	The City has been in compliance with Government Code Section 65400 by preparing an annual report on progress toward implementing the City's Housing Element. Housing Element copies have been forwarded to local water purveyors. The City has been successful in the implementation of this policy.

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Policy	Program	Responsible Agency/Department	upon adoption of this Housing Element.	and
	adopted Housing Element to local water and sewer providers.			
<b>OBJECTIVE 2: Preserve the stock of existing housing.</b>				
<b>POLICY 2.A:</b> Preserve existing housing, in particular housing affordable to low- and moderate-income households.	<b>PROGRAM 2.A.1:</b> Rehabilitate substandard dwelling units and those occupied by low- and moderate-income households using Redevelopment Agency set-aside and state funds. The City will seek complementary sources of financing from private organizations and other public agencies. To comply with the requirements of state law, at least 30 percent of the dwelling units rehabilitated in the redevelopment area will be affordable to low- and moderate-income households.	Redevelopment Agency	2009-2014	Delete.
	<b>PROGRAM 2.A.2:</b> The City will assist nonprofit housing corporations seeking to acquire and maintain privately owned, government-subsidized housing developments, which could convert to market-rate housing under state or federal loan agreements. Acquisition will be by negotiated sale. The City will use redevelopment housing set-aside funds to rehabilitate such units, if necessary, to preserve their use for low- and moderate-income households. Note: At present, there is only one "at risk" assisted rental housing project in Suisun City (Village Apartments), which is operated by the Solano Affordable Housing Foundation. This program will only take effect if the Solano Affordable Housing Foundation decides to transfer ownership or management of Village Apartments. The City will continue the following activities	Community Development Department	2009-2014	Modify and continue.

Policy	Program	Responsible Agency/Dept.	Time Frame	Continue/Modify/ Delete
	<p>during the five-year period of the housing element to maintain affordability of these units. The Community Development Department will implement these efforts. Funding sources to support the implementation of these efforts is specified where appropriate. The efforts listed below represent a varied strategy to mitigate potential loss of "at-risk" units due to conversion to market-rate units. These local efforts utilize existing City and local resources. They include efforts to secure additional resources from the public and private sector should they become available.</p> <ul style="list-style-type: none"> <li>• Administer an Acquisition and Rehabilitation Program to assist for-profit and non-profit developers in acquiring and rehabilitating housing units that preserve affordability in rental projects that are at-risk of converting to market rents.</li> <li>• Monitor owners of at-risk projects on an ongoing basis, at least every six months, in coordination with other public and private entities to determine their interest in selling, prepaying, terminating or continuing participation in a subsidy program.</li> <li>• Maintain and annually update the inventory of "at-risk" projects through the use of existing databases (e.g., HUD, State HCD and California Tax Credit Allocation Committee).</li> <li>• Take all necessary steps to ensure that a project remains in or is transferred to an organization capable of maintaining</li> </ul>			<p>planning period with restrictions extended to December 31, 2025.</p>

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Policy	Description	Impact	Implementation	Monitoring
	<p>affordability restrictions for the life of the project, including proactively ensuring notices to qualified entities, coordinating an action plan with qualified entities upon notice and assisting with financial resources or supporting funding applications.</p> <ul style="list-style-type: none"> <li>• Bi-annually coordinate with HUD to monitor projects approved to convert to ensure that any required assistance (or provide) to displaced tenants is carried out in a timely manner. Ensure projects are monitored to see if they are subject to other State or local requirements regarding the provision of assistance to displaced tenants.</li> <li>• Annually monitor local investment in projects that have been acquired by non-or for-profit entities to ensure that properties are well managed and maintained and are being operated in accordance with the City's property rehabilitation standards.</li> <li>• Work with owners, tenants and non-profit organizations to assist in the non-profit acquisition of at-risk projects to ensure long-term affordability of the development. Annually contact property owners, gauge interest and identify non-profit partners and pursue funding and preservation strategy on a project basis.</li> <li>• Annually meet with stakeholders and housing interests to participate and support, through letters and meetings and technical assistance with local legislators in federal, State or local initiatives that</li> </ul>			

Policy	Program	Responsible Agency/Dept.	Time Frame	Current Status	Action
	<p>address affordable housing preservation (e.g., support State or national legislation that addresses at-risk projects, support full funding of programs that provide resources for preservation activities).</p> <ul style="list-style-type: none"> <li>Use available financial resources to restructure federally assisted preservation projects, where feasible, in order to preserve and/or extend affordability.</li> <li>Annually identify funding sources for at-risk preservation and acquisition rehabilitation and pursue these funding sources at the federal, State or local levels to preserve at-risk units on a project-by-project basis.</li> <li>Continue to assist owners or purchasers of existing Mortgage Revenue Bond (MRB) projects to refund their bonds in exchange for augmented and/or extended affordability controls. Annually contact property owners to gauge interest, provide list of resources available for refund and negotiate terms on a project-by-project basis.</li> </ul>				
POLICY 2.B: Create additional affordable housing opportunities within the City's existing stock of housing.	PROGRAM 2.B.1: The Suisun City Housing Authority will continue to seek additional Section 8 vouchers for its very low-income households paying more than 30 percent of their incomes for housing expenses when funding for additional vouchers becomes available and the Authority becomes available to apply for such funding.	Housing Authority	2009-2014	No additional vouchers have been obtained to date, but the Housing Authority will continue to seek additional vouchers.	Continue.
POLICY 2.C: Replace housing	PROGRAM 2.C.1: The City will use a combination of rehabilitation and new	Redevelopment Agency	2009-2014	No units have been removed during this planning period. With the dissolution of the redevelopment	Delete.

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Policy	Program	Implementation	Status	Notes
<p>affordable to low- and moderate-income households in the redevelopment area that has been removed.</p>	<p>construction to replace those units affordable to low- and moderate-income households. At least 75 percent of these replacement units should be at comparable cost to the units being removed. A portion of the replacement housing needs will be met through rehabilitation and affordability guarantees on existing dwelling units. The remaining replacement needs will be met through new construction.</p>	<p>The City will continue to implement relocation guidelines to assist low- and moderate-income households displaced in the Redevelopment Area to find replacement housing. Private property owners seeking to remove dwelling units occupied by low- and moderate-income households will be required to pay relocation expenses to the affected household, subject to guidelines regarding prior notice and length of residency of the occupant. Between 2009 and 2014, the Redevelopment Agency does not anticipate removing housing units occupied by low- or moderate-income households. This program will be triggered only if such removal occurs.</p>	<p>agency, this program will not be continued.</p>	
<p>OBJECTIVE 3: Plan and encourage the development of housing to meet the housing needs of special population groups.</p>	<p>PROGRAM 3.A.1: Pursuant to Senate Bill (SB) 2, staff will amend the City Zoning Ordinance to allow emergency shelters as a permitted use in the ML (Manufacturing Light) district without a conditional use permit or other discretionary review. This district is appropriate for shelters because it is in the City's downtown area where transit and services would be available to shelter inhabitants. There are currently</p>	<p>Community Development Department</p>	<p>City staff will prepare Zoning Ordinance amendments by June 2010.</p>	<p>Complete. The City adopted Ordinance 728 on November 18, 2014.</p>
<p>POLICY 3.A:                  Address the needs of population groups with special characteristics. These groups include homeless</p>				<p>Delete.</p>

Policy	Program	Responsible Agency/Dept.	Time Frame	Comments/Additional Info
<p>individuals, minorities facing discrimination, single-parent (particularly female-headed) households, older adults, military personnel and their families, large families, and mobility-impaired individuals.</p>	<p>~12.26 acres of vacant and underutilized land in the ML zone district area. In addition the City will evaluate adopting development and managerial standards that will be consistent with Government Code Section 65583(a)(4) and consistent with the development standards in the ML district. These standards may include such items as:</p> <ul style="list-style-type: none"> <li>• Lighting</li> <li>• On-site management</li> <li>• Maximum number of beds or persons to be served nightly by the facility</li> <li>• Off-street parking based on demonstrated need</li> <li>• Security during hours that the emergency shelter is in operation</li> </ul>	<p>Community Development Department</p>	<p>City staff will prepare Zoning Ordinance amendments by June 2010.</p>	<p>Delete.</p>
<p></p>	<p>PROGRAM 3.A.2: Pursuant to SB 2, the City must explicitly allow both supportive and transitional housing types in all residential zones. The City currently allows group homes for six or fewer persons by-right in residential zones and homes for more than six persons with a CUP. To clarify that group homes include transitional and supportive housing uses, the City will update its Zoning Ordinance to include separate definitions of transitional and supportive housing as defined in Section 50675.2 of Health and Safety Code sections 50675.2 and 50675.14. Both transitional and supportive housing types will be allowed as a permitted use subject only to the same restrictions on residential uses contained in the same type of structure.</p> <p>Transitional facilities are classified as temporary rental housing for at least 6 months but where</p>	<p></p>	<p>Complete. The City adopted Ordinance 728 on November 18, 2014.</p>	<p></p>

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Policy	Program	Funding Source	Agency	Description	Status
	<p>units are re-circulated to other program recipients after a set period. Taking several forms, transitional housing may be group housing or multi-family units and can include supportive services. Supportive housing does not have a limit on the length of stay and is linked to either onsite or offsite services that can include medical services, childcare services, counseling, legal assistance, money management, job skills training and a variety of other services in place to help individuals gain independent living skills.</p>		Redevelopment Agency	<p>PROGRAM 3.A.3: The City will provide information on state and federal fair housing laws and refer discrimination complaints to the Fair Employment and Housing Commission. The City will continue to make available, at City Hall and on the City's website, and distribute information on state and federal fair housing laws to rental property owners, lenders, and real estate agents in the City.</p>	Continue.
		2009-2014	Community Development Department and Redevelopment Agency	<p>PROGRAM 3.A.4: The City will cooperate with nonprofit housing corporations and for-profit developers specializing in housing for adults 55 years of age and above to accommodate housing that meets the needs of this age group. This will include actions by both the Community Development Department and the Redevelopment Agency.                      Specific actions that the City will undertake include:</p> <ul style="list-style-type: none"> <li>• Use density bonus and the planned unit development (PUD) process to facilitate the development of housing for older adults at sufficient density to make such projects</li> </ul>	<p>Ongoing. The City provides handouts on state and federal fair housing laws.                      This program remains appropriate and should be continued.</p>
					<p>The City was successful in obtaining a Community Development Block Grant Planning and Technical Assistance grant to study potential development of senior housing. The study was concluded in October 2012.                      The study was well received. The City will continue to cooperate with nonprofit housing corporations and for-profit developers specializing in housing for adults 55 years of age and above to accommodate housing that meets the needs of this age-group.</p>

Policy	Program	Responsible Agency/Agency	Time Frame	Assessment/Comments	Continue or Discontinue
	<p>financially feasible.</p> <ul style="list-style-type: none"> <li>Assist developers in locating suitable sites, depending on the type of housing proposed. Examples include rental apartments with common areas designed specifically for social events of interest to older adults, housing which includes common dining facilities and limited health care services; congregate care housing, with 24-hour full health care services.</li> <li>Provide assistance to older, low-income homeowners to rehabilitate their homes.</li> <li>Assist developers interested in converting or retrofitting existing residential buildings to meet the needs of older adults. This could include technical assistance in applying for state and federal funding, local financial assistance through redevelopment housing set-aside funds, and the waiving of certain fees and/or development requirements to increase the financial feasibility of providing such housing.</li> <li>Assist in the funding of affordable housing for older adults, including application for state and federal funds, the use of redevelopment agency housing set-aside funds (if available), and/or the issuance of tax-exempt bonds to provide low-cost financing (see Policy 1.0 and related Programs).</li> </ul>	Redevelopment Agency	Annually meet with representatives of Travis Air Force Base to determine whether unmet housing needs	A formal meeting has not taken place, but the City continues to work with Travis Air Force Base on an ongoing basis.	Continue.

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Policy	Program	Community Development and Redevelopment Agency	exist 2009-2014	<p>In 2013, the City's Housing Authority approved a cooperative agreement with the California Affordable Housing Agency (CAAHA) for the issuance of multi-family housing revenue bonds by CAAHA for the purpose of financing the acquisition and rehabilitation of the Continental Apartments, which rents two- and three-bedroom affordable apartments.</p>	Modify and continue.
<p>PROGRAM 3.A.6: The City will encourage that affordable rental housing developments contain an appropriate percentage of three- and four-bedroom dwelling units.                      Specific actions that the City will undertake include:</p> <ul style="list-style-type: none"> <li>Assist developers in applying for available state and federal programs and redevelopment housing set-aside funds, if available, to provide development subsidies (low-cost financing, land write-down, or other incentives). (See Policy 1.0 and related Programs)</li> <li>Provide density bonuses for developers who include large family units in rental housing developments. (See Program 1.B-1).</li> </ul>	Community Development and Redevelopment Agency	2009-2014	<p>Ongoing. The City continues to comply with ADA requirements for accessibility and adaptability of new residential buildings to meet the needs of mobility-impaired persons. The City has found this program to be effective in the past and anticipates the same in the future.</p>	<p>Ongoing. In 2009, the City received a request from the North Bay Housing Coalition, Inc. (NBHC) for assistance in acquiring two single-family homes in Suisun City for the developmentally disabled. In 2010, the Redevelopment Agency entered into an agreement with the NBHC to utilize redevelopment housing set-aside funds to provide down payment assistance to acquire two single-family homes for rent to persons at affordable levels.                      The City has found this program to be effective in</p>	Modify and continue.
<p>PROGRAM 3.A.7: The City will continue to comply with ADA requirements for accessibility and adaptability of new residential buildings to meet the needs of mobility-impaired persons.</p>	Community Development and Redevelopment Chief Building Official	2009-2014	<p>On an ongoing basis, identify suitable locations within the City.</p>	<p>On an ongoing basis, identify suitable locations within the City.</p>	Modify and continue.
<p>PROGRAM 3.A.8: The City will cooperate with, and provide assistance to, organizations seeking to develop or convert residential buildings for use as group homes for persons with disabilities that prevent them from using conventionally designed housing.                      Specific actions that the City will take are:</p> <ul style="list-style-type: none"> <li>Assist in identifying suitable sites; review planning and zoning documents for modifications that could increase feasibility of</li> </ul>	Community Development Department	On an ongoing basis, identify suitable locations within the City.	<p>On an ongoing basis, identify suitable locations within the City.</p>	<p>On an ongoing basis, identify suitable locations within the City.</p>	Modify and continue.

Policy	Program	Responsible Agency/Dept.	Time Frame	the past and anticipates the same in the future.
	<p>such housing.</p> <ul style="list-style-type: none"> <li>Consider using Redevelopment Housing Set-Aside funds to pay permit fees for group homes serving low-income clients.</li> <li>Assist developers in applying for available state and federal programs and redevelopment housing set-aside funds, if available, to provide development subsidies (low-cost financing, land write-down, or other incentives). (See Policy 1.0 and related Programs)</li> </ul>			
	<p>PROGRAM 3.A.9: Develop and formalize a general process that a person with disabilities will need to go through in order to make a reasonable accommodation request in order to accommodate the needs of persons with disabilities and streamline the permit review process. The City will provide information to individuals with disabilities regarding reasonable accommodation policies, practices, and procedures based on the guidelines from the California Housing and Community Development Department (HCD). This information will be available through postings and pamphlets at the City and on the City's website.</p>	Community Development Department and Chief Building Official	Develop a reasonable accommodations procedure by July 2010.	Delete.  Complete. The City adopted Ordinance 728 on November 18, 2014, to establish a reasonable accommodations procedure.
	<p>PROGRAM 3.A.10: The City's Zoning Ordinance allows for the development of rooming houses and boardinghouses by right in the medium- and high-density residential zones and conditionally in the historic-residential zone. Recent legislation known as Assembly Bill (AB) 2634 requires that "single-room occupancy units" (SROs) are explicitly allowed in the City's Zoning Ordinance. Therefore, the City will add "SRO" to the</p>	Community Development Department	June 30, 2010	Delete.  Complete. The City adopted Ordinance 728 on November 18, 2014, to amend the Zoning Ordinance to include SROs in the definition of "rooming houses and boardinghouses."

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Policy	definition of "rooming houses and boardinghouses" to clarify that SROs are permitted as described in these zones. The City will prioritize funding for the development of SROs or similar types of units to assist with the development of extremely low-income housing.									
OBJECTIVE 4: Encourage energy conservation.										
POLICY 4.A: Encourage energy conservation in new development design and construction and in the rehabilitation of existing housing.	PROGRAM 4.A.1: Suisun City will continue to check building plans for compliance with state energy conservation standards for new residential buildings.	Building Department	2009-2014	The City will continue the practice of reviewing building plans regarding compliance with state energy conservation standards for new residential buildings. In addition, the Zoning Ordinance update will address new energy-efficient standards.		PROGRAM 4.A.2: The state energy conservation requirements address energy conservation in the construction of dwelling units. Additional energy conservation can be obtained from development patterns that encourage conservation. The City will continue to implement design guidelines for site development that encourage energy conservation. These guidelines will address the use of landscaping to reduce energy use, the orientation and configuration of buildings on a site, and other site design factors affecting energy use and will become part of the City's overall development standards.	Community Development Department	June 30, 2010	In 2010, the City adopted a revised Water-Efficient Landscape Ordinance that complies with AB 1881. This is one step the City believes will lead to reduced energy usage.	Continue.

Policy	Program	Responsible Agency/Dept.	Time Frame	Accomplishments	Continue/When By
	<p>PROGRAM 4.A.3: Substantial energy conservation and reduced utility payments can be realized from weatherizing and insulating older dwelling units. Many low-income home owners, and owners of rental units whose occupants are low-income, lack the financial resources to undertake such home improvements. The City will continue to help low-income homeowners apply for assistance from other agencies to make energy conservation improvements. In addition, the City will conduct an outreach effort targeted towards lower income households that includes website updates, flyers and pamphlets containing eligible energy conservation savings programs, participating agencies (i.e., PG&amp;E) and contact information.</p>	<p>Community Development and Redevelopment Agency</p>	<p>June 30, 2010</p>	<p>After serving as the lead local implementer for Solano County under the California Energy Commission Retrofit Bay Area Program until that program's conclusion in April 2012, the City agreed to continue to serve as the County's representative on the new Bay Area Region Energy Network (BayREN) to ensure the receipt of a portion of the funds being made available to the region to continue energy upgrading and retrofitting of residential properties in Solano County. It appears that the total budget available for program activities and administration for Solano County will be approximately \$250,000 over two years.</p>	<p>Continue.</p>



## AGENDA TRANSMITTAL

**MEETING DATE:** April 7, 2015

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**AUTHORITY AGENDA ITEM:** Housing Authority Adoption of Resolution No. HA 2015-\_\_ : Authorizing the Executive Director to Execute a Due Diligence and Exclusive Negotiation Agreement (ENA) with Hall Equities Group.

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**FISCAL IMPACT:** There would be no fiscal impact associated with the execution of this agreement. Should the ENA result in the sale of the property for future development other than affordable housing, the proceeds of the sale would be restricted in use to affordable housing.

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**BACKGROUND:** The Housing Authority owns a parcel of vacant land totaling approximately 8.29 acres along the northern line of Highway 12, east of Sunset Boulevard that is zoned for commercial development (the "Property"). The Property was acquired by the now dissolved redevelopment agency using low-/moderate-income housing funds, and was transferred to the Housing Authority pursuant to the dissolution law. The transfer to the Housing Authority has been reviewed and approved by the State Department of Finance.

Over the years, the Property has been analyzed for additional retail development. Most recently, in 2007, Truststreet Properties entered into an ENA with the former RDA, but was unsuccessful in attracting retail tenants to the portion of the site located directly to the north of the existing gas stations (primarily the area with no Highway 12 frontage). One of the primary interests at the time was to plan for the development of the Property in a cohesive manner and to not allow for "piecemeal" development of the site. Unfortunately, the previous owner of the Sunset Shopping Center (Weingarten Realty) had no interest in expanded the center, or enhancing or altering the center for a potential expansion on the Property.

Hall Equities Group acquired the Sunset Shopping Center (located adjacent to the western line of the Property) in August 2013, and is currently in the midst of a \$550,000 "facelift" that has consists of new paint, as well as alterations to the façade in order to modernize and update the look of the center. Further, Hall Equities Group has submitted plans and intends to construct a new pylon sign for the Center near the intersection of Highway 12 and Sunset Boulevard. Hall Equities Group has expressed an interest in the Property as a potential expansion of the Sunset Shopping Center, and a Due Diligence and Exclusive Negotiation Agreement would provide Hall Equities Group and the Housing Authority with an ability to determine what is feasible, and see whether an agreement can be negotiated.

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**STAFF REPORT:** This item was previously brought forth to the Housing Authority on March 3, 2015. The item was approved, conditioned upon the removal of a portion of Section 6 that would allow the Developer to seek compensation of up to \$50,000 from the Housing Authority in the event of a Housing Authority default. This provision has been utilized in the past by the former redevelopment agency, and provides the Developer with some protection of its expenditures made during the due diligence process should the Housing Authority fail to

**PREPARED BY:**

Jason Garben, Development Services Director

**APPROVED BY:**

Suzanne Bragdon, Executive Director

negotiate in good faith or otherwise default on the terms of the agreement. The Developer is concerned that without this provision, the Developer could go through significant effort and cost to underwrite a project and secure potential tenants, and have no mechanism that would compel the Housing Authority to negotiate in good faith.

Staff recommends entering into a Due Diligence and Exclusive Negotiation Agreement with Hall Equities Group as originally presented, which would provide the Developer with up to six (6) months to perform necessary due diligence activities and market the site in order to determine what may be feasible. Hall Equities Group would have the option of exercising a negotiation period of up to seventy-five (75) days that would provide the ability to negotiate conditions of a sale transaction to be reflected in a disposition and development agreement that would be brought forth for considered by the Housing Authority.

There are several advantages Hall Equities Group has that other developers would lack when it comes to potential development of the Property. Hall Equities Group may alter or improve the existing portion of the Sunset Center to better integrate any new development on the Property. Further, Hall Equities Group intends to provide space for new tenants on the on a new Sunset Shopping Center pylon sign that is currently being processed. Further, Hall Equities Group is an experienced and successful developer/operator/investor of many real estate asset classes, including retail, and clearly has the capability to successfully develop the site.

Essentially, the proposed Due Diligence and Exclusive Negotiation Agreement would provide Hall Equities Group with the ability to conduct due diligence on the site as they see fit, and would require the hiring of a professional brokerage firm within 21 days of the effective date of the agreement to begin marketing the site. The ENA requires that the broker hired must maintain and online marketing presence, produce flyers and any other marketing materials for the Property that shall be made available to the Authority, and provide a written update of the marketing efforts regarding the property on the 15<sup>th</sup> day of each month.

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**RECOMMENDATION:** It is recommended that the Housing Authority Adopt Resolution No. HA 2015-\_\_: Authorizing the Executive Director to Execute a Due Diligence and Exclusive Negotiation Agreement (ENA) with Hall Equities Group.

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**ATTACHMENTS:**

1. Resolution No. HA 2015-\_\_: Authorizing the Executive Director to Execute a Due Diligence and Exclusive Negotiation Agreement (ENA) with Hall Equities Group.
2. Due Diligence and Exclusive Negotiation Agreement.

RESOLUTION HA NO. 2015-\_\_\_

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A DUE DILIGENCE AND EXCLUSIVE NEGOTIATION AGREEMENT (ENA) WITH HALL EQUITIES GROUP**

**WHEREAS**, the Housing Authority owns an 8.29-acre property (the "Property") zoned for commercial development located east of Sunset Boulevard, north of Highway 12 adjacent to the existing Sunset Shopping Center (Solano County Assessor's Parcel Numbers 0173-390-160 and 0173-390-180); and

**WHEREAS**, the current owner of the existing Sunset Shopping Center is Hall Equities, and has expressed an interest in expanding the Center by developing the Property currently owned by the Housing Authority; and

**WHEREAS**, Hall Equities is uniquely positioned to cause the Property to be developed as they may alter or improve the existing portion of the Sunset Shopping Center to better integrate any new development on the Property and has the ability to include signage for new tenants on a proposed pylon sign anticipate to be located on the existing Sunset Shopping Center property; and

**WHEREAS**, Housing Authority staff has prepared a Due Diligence and Exclusive Negotiation Agreement with Hall Equities that provides for up to six (6) months to perform necessary due diligence activities and market the site in order to determine what may be feasible, and additionally, up to seventy-five (75) days to negotiate the terms of a Disposition and Development Agreement for future consideration of the Housing Authority Board; and

**WHEREAS**, pursuant to the terms of the ENA, Hall Equities is required to hire a professional brokerage firm within twenty-one (21) days of the effective date of the agreement to begin marketing the site. The ENA requires the broker hired must maintain an online marketing presence and produce flyers and any other marketing materials for the Property that shall be made available to the Authority, and requires a written update of the marketing efforts regarding the property on the 15<sup>th</sup> day of each month; and

**NOW, THEREFORE, BE IT RESOLVED THAT** the Housing Authority of the City of Suisun City hereby authorizes the Executive Director to execute the Due Diligence and Exclusive Negotiation Agreement with Hall Equities; and

**BE IT FURTHER RESOLVED THAT** the Executive Director is hereby authorized to take the necessary actions required on behalf of the Housing Authority with regard to the agreement, and if necessary, to prepare a Disposition and Development Agreement for future Housing Authority Board consideration.

I, the undersigned Clerk of the Housing Authority Board of the City of Suisun City, hereby certify that the foregoing is a full, true and correct copy of a resolution duly adopted by the Housing Authority Board at a meeting thereof on the 7<sup>th</sup> day of April, 2015 by the following vote of the members thereof:

<b>AYES:</b>	Board members:	_____
<b>NOES:</b>	Board members:	_____
<b>ABSENT:</b>	Board members:	_____
<b>ABSTAIN:</b>	Board members:	_____

WITNESS my hand and the seal of said City this 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Linda Hobson, CMC  
City Clerk



## DUE DILIGENCE AND EXCLUSIVE NEGOTIATION AGREEMENT

THIS DUE DILIGENCE AND EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into this \_\_\_ day of April, 2015 ("Effective Date") by and between the HOUSING AUTHORITY OF SUISUN CITY, a public body, corporate and politic ("Authority") and HALL EQUITIES GROUP, a California corporation ("Developer").

### RECITALS

- A. Authority owns that certain unimproved real property consisting of approximately 361,112 square feet of land, and identified as Solano County Assessor's Parcel Numbers 0173-390-160 and 0173-390-180 as depicted on attached Exhibit A ("Property").
- B. The Property is adjacent to that certain shopping center known as Sunset Shopping Center, two (2) gas stations, a US Postal facility and a single family residential development.
- C. Authority desires to sell the Property for the maximum value through a high quality commercial or mixed-use development that will complement the existing surrounding uses and take full advantage of the Property's characteristics.
- D. In accordance with the terms of this Agreement, Authority and Developer desire to enter into a period to permit Developer to conduct due diligence which, under certain circumstances, may be followed by a period of exclusive negotiations for the sale of the Property to Developer.

NOW, THEREFORE, Authority and Developer agree as follows:

1. DUE DILIGENCE PERIOD. During the period commencing on Effective Date through the date that is one hundred eighty (180) days thereafter, ("Due Diligence Period"), Developer shall conduct reasonable due diligence with respect to the Property at its own cost and expense. Such due diligence perform and perform all studies and other research required to determine the feasibility of development of the Property including, but not limited to, appraisal, soil examination, marketing investigations, financial analysis, and comprehensive information to determine the appropriate land use for the Property. During the Due Diligence Period, Developer shall have the right to enter the Property in accordance with Section 3 below. Prior to expiration of the Due Diligence Period, Developer may exercise the option to enter into the Exclusive Negotiation Period in accordance with Section 2 below. Within five (5) business days of the Effective Date, Authority shall provide Developer with appropriate information and documents in its possession relevant to the Property.

Within twenty one (21) business days following the Effective Date, Developer shall enter into a listing agreement with a professional California licensed real estate brokerage approved by Authority ("Broker") to market the Property to determine tenant/user interest for proposed projects with the term ending concurrently with the Due Diligence Period ("Listing Term"). The listing agreement shall (i) specifically acknowledge that Developer does not own the Property or have any direct rights to the Property; (ii) Authority is not bound by the listing agreement in any way and has no obligation to pay any commission; (iii) specify marketing obligations, including but not limited to, maintaining an online marketing presence and producing flyers and any other marketing materials for the Property copies of which shall be made available to the Authority (at no cost to Authority) which it may distribute to

interested parties; and (iv) on the 15<sup>th</sup> day of each month during the Listing Term, Broker shall provide written updates of its marketing efforts and results which summary shall be shared with Authority. A copy of the executed listing agreement shall be delivered to Authority.

During the term of this Agreement, Developer shall place signage on the Property for purposes of marketing the Property for possible development. All signage is subject to approval of the Executive Director or her designee, and shall comply with Section 3 below and the standard requirements of City of Suisun City ("City"). Upon termination of this Agreement, any signage shall be promptly removed by Developer at its sole cost and expense.

## **2. EXCLUSIVE NEGOTIATION PERIOD.**

**2.1. Exercise of Exclusive Negotiation Option.** Developer has the option to enter the Exclusive Negotiation Period (as defined in Section 2.2) ("**Exclusive Negotiation Option**") which Developer may exercise (a) provided Developer is not in default under this Agreement; and (b) prior to expiration of the Due Diligence Period, Developer delivers written notice of exercise to Authority together with (i) the sum of Twenty Five Thousand Dollars (\$25,000) in good funds<sup>1</sup> ("**Deposit**"), (ii) a proposed development plan together with supporting information, (iii) copies of all Reports (as defined in Section 3), (iii) enhanced conceptual drawings showing a refined preliminary property plan and conceptual architecture with respect to the project proposed for the development, (iv) copies of all findings, determinations, studies, reports and other work conducted during the Due Diligence Period related to the feasibility of the development, and (v) a development budget, financing plans, schedule of performance and a pro forma operating statement. If Developer fails to exercise of Exclusive Negotiation Option in the time and manner specified, this Agreement including the Exclusive Negotiation Option shall automatically terminate and, except for Section 3, the parties shall have no further obligations under this Agreement. Except for the Reports, all other Developer submissions shall remain the property of Developer except as otherwise provided in Section 6.

**2.2. Exclusive Negotiation Period.** If Developer exercises the Exclusive Negotiation Option as specified in Section 2.1, then for a period of seventy-five (75) days following expiration of the Due Diligence Period ("**Exclusive Negotiation Period**"), the parties agree to negotiate diligently and in good faith to negotiate terms and conditions of a sale transaction to be reflected in a disposition and development agreement ("**DDA**") for a high quality commercial development in accordance with a development plan that will complement the existing surrounding uses and maximizing the Property's characteristics. If, upon expiration of the Negotiation Period, Developer and Authority staff have not negotiated a mutually satisfactory DDA, to the point where Authority staff is prepared to submit same for Authority Board consideration, then this Agreement shall automatically terminate at the end of the Exclusive Negotiation Period, unless mutually extended in writing executed by both parties. The Executive Director shall have discretion to extend the Negotiation Period on behalf of Authority. If a mutually satisfactory DDA has been successfully negotiated by Developer and Authority staff within the Negotiation Period, to the point where Authority staff is prepared to submit same for Authority Board consideration, this Agreement shall terminate upon either (1) execution of the DDA by

<sup>1</sup>"Good funds" is defined to mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

Developer and the approval and execution of the DDA by the Authority Board, or (2) disapproval of the submitted DDA by the Authority Board in its policy discretion as more fully provided for in Section 2.3 below.

- 2.3. Limitations.** Developer understands that Authority's execution of this Agreement does not commit it (i) to sell or transfer the Property to Developer or (ii) to take any other acts or activities requiring the independent exercise of discretion by Authority, the City, or any Authority or department therefor. Any DDA resulting from the negotiations under this Agreement shall be effective only after the DDA has been considered and approved by Authority and the City Council, in their policy discretion, at a public hearing called for such purpose in accordance with applicable law. This Agreement does not constitute a disposition of property or exercise of control over the Property by Authority or the City and does not require a public hearing. Execution of this Agreement by Authority is merely an agreement to enter into a period to negotiate according to the terms hereof, reserving final discretion and approval by Authority and the City as to any DDA in accordance with applicable law and all proceedings and decisions in connections therewith. The purchase price and/or other consideration to be paid by the Developer for the Property or portion thereof under the DDA will be based on fair market value as established by an MAI appraisal. Mere failure by the parties to agree to the economic terms of the DDA shall not constitute negotiating in bad faith by either party hereunder.

- 3. RIGHT TO ENTER THE PROPERTY.** During the Due Diligence Period, Authority grants Developer, its agents and employees a limited license to enter upon the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, reports, investigations and tests shall be done at Developer's sole cost and expense.

Prior to entry onto the Property, Developer shall (i) notify Authority the date and purpose of each intended entry together with the names and affiliations of the persons entering the Property; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) allow an employee of Authority to be present at Authority's election; (v) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this provision; (vi) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California; and (vii) provide to Authority prior to initial entry a certificate of insurance evidencing that Developer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000) which insurance names Authority as additional insured.

Further, Developer shall (i) return the Property to substantially its original condition following Developer's entry; (ii) provide Authority copies of all studies, surveys, reports, investigations and other tests derived from any inspection but with the right of Authority to use the report without further consent from the issuer ("**Reports**"); and (iii) if the parties enter into a DDA, to take the Property at closing subject to any title exceptions caused by Developer exercising this right to enter.

Developer agrees to indemnify, and hold Authority free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action

(whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) which Authority may suffer or incur as a consequence of Developer's exercise of the license granted pursuant to this Section or any act or omission by Developer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Developer (except Authority and its agents) with respect to the Property, excepting any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action (whether legal, equitable or administrative), judgments, court costs and legal or other expenses (including reasonable attorneys' fees) arising from the mere discovery by Developer of any hazardous materials or conditions and excepting to the extent such claims arise out of the negligence or misconduct of Authority. Developer's obligations under this Section 3 shall survive termination of this Agreement for any reason.

4. **DEPOSIT.** The Deposit shall be delivered to the Authority to ensure that (i) Developer will proceed diligently and in good faith to negotiate, and (ii) perform all of Developer's obligations under this Agreement. Authority shall place the Deposit in an interest bearing account earning interest at not less than the average interest rate earned by Authority on similar funds held for investment, taking into account the size of the Deposit and the length of time held for investment. Any interest shall be allocated for tax purposes to Developer but shall be added to the Deposit held by Authority. Except as otherwise provided in Section 5 below, if this Agreement expires at the end of the Negotiation Period without the parties reaching agreement on a DDA despite their mutual good faith efforts, or if the parties enter into the DDA, the Deposit shall be returned to Developer.

5. **DEVELOPER DEFAULT.** If Developer fails to negotiate in good faith and/or otherwise fails to comply with the terms of this Agreement, Authority shall give written notice to Developer specifying in reasonable detail the alleged violation and specifying a date (which shall not be sooner than ten (10) business days from the date of the notice) by which time Developer must recommence negotiating in good faith or otherwise comply with the terms of this Agreement ("Default Notice"). If Developer fails to cure the alleged default within the time period specified in the Default Note, Authority may, in its sole discretion, terminate this Agreement and retain the Deposit by delivery of notice of such termination to Developer.

IF DEVELOPER BREACHES THIS AGREEMENT BY FAILING TO NEGOTIATE IN GOOD FAITH AND/OR FAILING OTHERWISE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, THEN THE DEPOSIT SHALL BE PAID TO AUTHORITY AS LIQUIDATED DAMAGES FOR SUCH DEFAULT, IT BEING AGREED THAT SUCH PAYMENT SHALL BE AUTHORITY'S SOLE REMEDY IN THE EVENT OF SUCH DEFAULT AND THAT SUCH ACTUAL DAMAGES THAT WOULD RESULT FROM SUCH A DEFAULT ARE UNCERTAIN AND WOULD BE EXTREMELY DIFFICULT TO FIX AT THIS TIME AND WOULD BE DIFFICULT TO PROVE. THE PARTIES AGREE THAT THEY WOULD HAVE NEGOTIATED THE AMOUNT OF SUCH DEPOSIT AS BEING THEIR BEST ESTIMATE AT THE DATE HEREOF OF AUTHORITY'S LOSS IN THE EVENT OF A DEFAULT BY DEVELOPER. NOTWITHSTANDING THE FOREGOING, THIS LIMITATION SHALL NOT APPLY TO DEVELOPER'S OBLIGATIONS IN SECTION 3.

\_\_\_\_\_  
Developer's Initials

\_\_\_\_\_  
Authority (Initials)

6. **AUTHORITY DEFAULT.** In the event Authority fails to negotiate diligently in good faith during the Exclusive Negotiation Period and/or otherwise fails to comply with the terms of this Agreement, Developer shall give written notice to Authority specifying in reasonable detail the alleged violation and specifying a date (which shall not be sooner than ten (10) business days from the date of the

notice) by which time Authority must recommence negotiating in good faith or must otherwise comply with the terms of this Agreement ("Default Notice"). If Authority fails to cure the alleged default in the time specified in the Default Notice, Developer may terminate this Agreement by delivery of termination notice to Authority ("Termination Notice"). Upon receipt of the Termination Notice, Authority shall return the Deposit, and Developer may seek compensation from Authority in an amount not to exceed Fifty Thousand Dollars (\$50,000), to offset actual documented expenses, incurred by Developer to prepare reports, plans and/or specifications required by this Agreement. Upon payment of any Demand, all such plans, reports and other specifications shall become the sole property of Authority. Developer understands and agrees that Developer shall not have any right to seek specific performance or any other equitable remedies and shall not have any right to the Property.

IF AUTHORITY BREACHES THIS AGREEMENT BY FAILING TO NEGOTIATE IN GOOD FAITH AND/OR FAILING OTHERWISE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, THEN DEVELOPER MAY SEEK RECOVERY OF THE INVESTIGATION COSTS TO THE MAXIMUM SET FORTH ABOVE. FURTHERMORE, DEVELOPER SPECIFICALLY AGREES THAT DEVELOPER SHALL NOT HAVE ANY RIGHT TO SEEK SPECIFIC PERFORMANCE OR ANY OTHER EQUITABLE REMEDIES OR OTHERWISE CLAIM ANY RIGHT OR INTEREST IN THE PROPERTY.

\_\_\_\_\_  
Developer's Initials

\_\_\_\_\_  
Authority (Initials)

7. **FULL DISCLOSURE AND APPROVAL.** Developer shall make full disclosure to Authority of its principals, offices, stockholders, partners, joint venturers, employees, other associates and all other pertinent information concerning Developer and its associates. Developer shall also make full disclosure to Authority of the methods of financing to be used in purchasing and developing the Property. Developer's negotiators, development manager, consultants, professionals and directly-involved employees in the proposed redevelopment project are subject to the reasonable approval of Authority.

8. **NO COLLUSION.** No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Developer warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, Authority or any of its officials, officers, or employees, any money, consideration, or other thing of value as a result or consequence of obtaining this Agreement. Developer further warrants and represents that it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any official, officer, or employee of Authority, as a result or consequence of obtaining this Agreement. Developer is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

9. **COMMISSIONS.** Authority has not engaged a broker, agent or finder in connection with this transaction, and Developer agrees to hold Authority harmless from any claim form commission by any broker, agent or finder retained by Developer.

10. **MISCELLANEOUS.**

10.1 **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder (including, without limitation, its rights and duties of performance) to any third party or entity without the prior written consent of the other party which shall not be unreasonably withheld, conditioned or delayed. Agreement will be binding upon and inure to the benefit of each of the parties hereto and, except as otherwise provided herein, their respective legal successors and permitted assigns.

10.2 **Notices.** Any notices, demands or communications under this Agreement between the parties shall be in writing, and may be given either by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return receipt requested ("US Mail"), addressed to each party as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the U.S. Mail.

**To Developer:** Hall Equities Group  
1855 Olympic Blvd, Suite 300  
Walnut Creek, CA 94596  
Attn: \_\_\_\_\_

**With Copy to:** Hall Equities Group  
1855 Olympic Blvd, Suite 300  
Walnut Creek, CA 94596  
Attn: \_\_\_\_\_

**To Authority:** Housing Authority of Suisun City  
701 Civic Center Blvd.  
Suisun City, CA 94585  
Attention: Executive Director

**With Copy to:** Aleshire & Wynder, LLP  
18881 Von Karman Ave.  
Suite 1700  
Irvine, CA 92612  
Attention: Anthony Taylor

10.3 **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

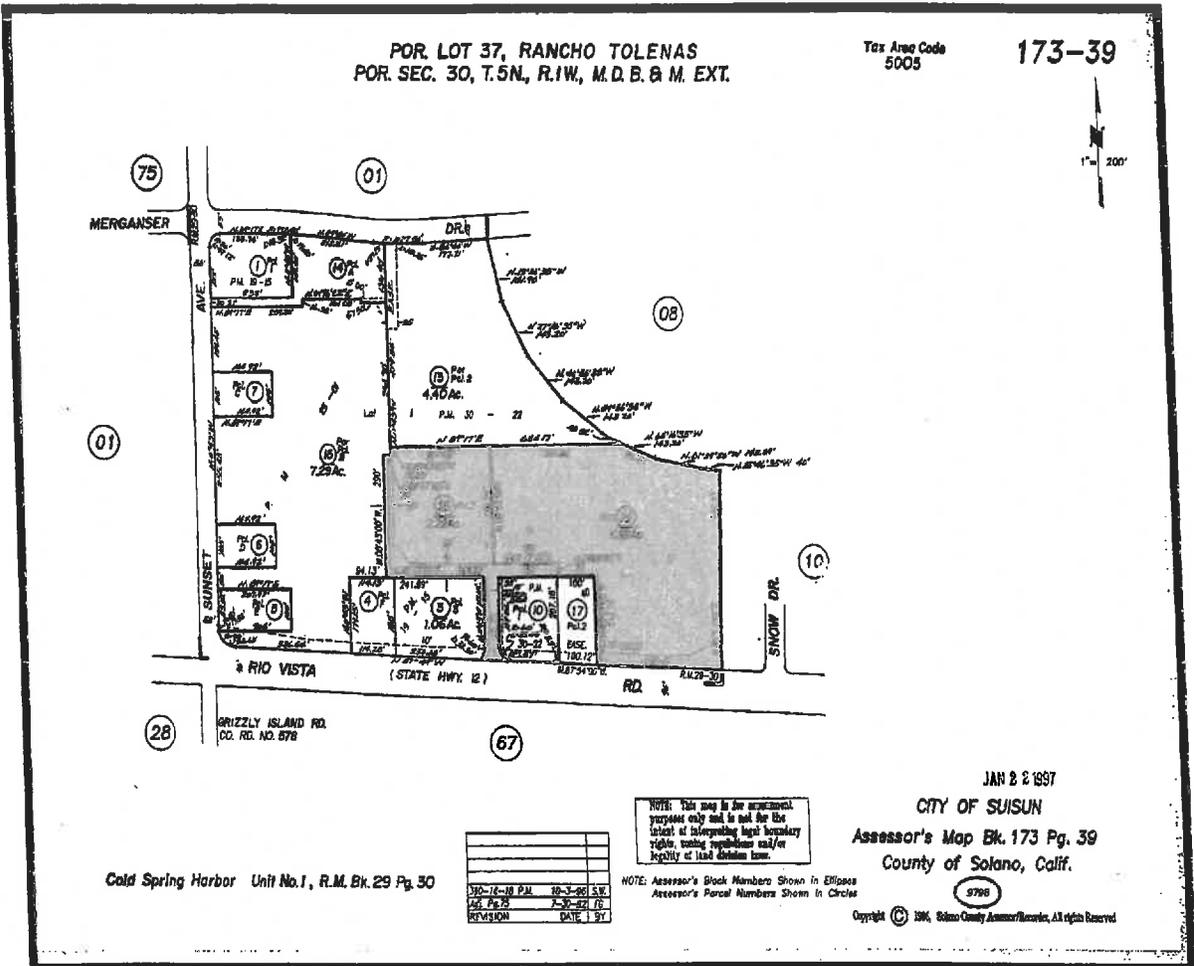
10.4 **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that a court of competent jurisdiction in Solano County shall be the sole venue and jurisdiction for the bringing of

such action.

- 10.5 Legal Fees and Costs.** In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the parties arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses (including attorney's fees) incurred in the proceeding.
- 10.6 Final Agreement.** This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.
- 10.7 Construction.** In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- 10.8 Qualification; Authority.** Each individual executing this Agreement on behalf of Developer represents, warrants and covenants to the Authority that (a) such person is duly authorized to execute and deliver this Agreement on behalf of Developer in accordance with authority granted under the organizational documents of such entity, and (b) Developer is bound under the terms of this Agreement.
- 10.9 Modifications in Writing.** Any modification or amendment of any provision of this Agreement must be in writing and executed by both parties.
- 10.10 Arbitration of Disputes.** Any controversy or claim arising out of or relating to this Agreement or any breach or default hereof (including, without limitation, any claims relating to the arbitration, retention, or return of the Deposit pursuant to Section 4 above) shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. An arbitration may be initiated by either party providing a written demand for arbitration in accordance with the above referenced Rules, which demand and ensuing arbitration shall take place precedence over any other pending court action or proceeding. The arbitration shall be conducted in Solano County, California. Any action, which is brought to enforce the arbitration provisions hereof or to enforce an arbitration award, may be brought in the Superior Court of Solano County and each party hereto agrees to submit to the jurisdiction of such court and expressly waives any claim of forum non-conveniens. The arbitration will take place before an arbitrator who is licensed to practice law with experience in public agency and real property law. The arbitrator shall determine the rights and obligations of the parties according to the substantive law of the State of California. The arbitrator shall award to the prevailing party that party's reasonable attorney's fees and other legal costs as set forth in Section 10.5.
- 10.11 No Waiver.** The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of



**EXHIBIT A**  
**DEPICTION OF PROPERTY**





## M I N U T E S

## 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, MARCH 17, 2015

5:30 P.M.

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

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**TELECONFERENCE NOTICE**

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

**ROLL CALL**

Mayor / Chairman Sanchez called the meeting to order at 5:30 PM with the following Council / Board Members present: Day, Segala, Sanchez. Council Members Hudson and Wilson were absent.

**PUBLIC COMMENT - None**

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

**CONFLICT OF INTEREST NOTIFICATION**

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

**Council Member Day advised a conflict of interest with item 1 and did not participate.**

**CLOSED SESSION**

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

**Joint City Council / Suisun City Council Acting as Successor Agency****1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**

Name of case: Main Street West v. Suisun City Council Acting as Successor Agency to the Redevelopment Agency of the City of Suisun City Case # FCS043017

**City Council****2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Name of Case: City of Suisun City v. State of California, Department of Finance, et al; Case #34-2013-00146458.

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

**5:36 PM – Council Member Hudson arrived.**

**5:52 PM – Council Member Wilson arrived.**

**CONVENE OPEN SESSION**

**6:58 PM – Mayor Sanchez reconvened the meeting and stated no decisions had been made in Closed Session.**

There being no further business, Mayor Sanchez adjourned the meeting at 6:58 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, MARCH 17, 2015

7:00 P.M.

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

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### **TELECONFERENCE NOTICE**

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

### **ROLL CALL**

Mayor / Chairman Sanchez called the meeting to order at 7:00 PM with the following Council / Mayor Board Members present: Day, Hudson, Segala, Wilson, and Sanchez.

Pledge of Allegiance was led by Council Member Hudson.

Invocation was given by City Manager Bragdon.

### **PUBLIC COMMENT**

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

George Guynn suggested the City contract with Solano County Solano Sherriff's Department for law enforcement and discussed the water rates.

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

#### 1. Mayor/Council - Chair/Boardmembers

Council Member Segala reported on the Doolittle Museum event on March 19.

Council Member Hudson reported attending EDC and UC Extension class on gardening.

Council Member Day stated construction on railroad tracks was continuing and Solano Community College was adding an automotive program and wished everyone a happy St. Patrick's Day.

Mayor Sanchez reported attending the Fairfield-Suisun City Sewer District Executive Board meeting and the Solano County Water Agency.

#### 2. City Manager/Executive Director/Staff

- Status of Dredging Program – (Jessop)

Richard Campson stated the window of opportunity is small and the mud is coming down above Driftwood.

**7:45 PM – Council Member Hudson left the Council Chambers.**

**7:48 PM – Council Member Hudson returned.**

### **PRESENTATIONS/APPOINTMENTS**

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

3. Presentation of a Proclamation to Michael Phillips, General Manager, Suisun City Walmart in Recognition of Suisun City Walmart Grand Opening.

**Mayor Sanchez stated the proclamation would be presented at the grand opening of Walmart on March 25 at 7:30 AM.**

4. Introduction of new Suisun City Public Works Department Contract Engineer Dayne Johnson, PE, from BKF Engineering – (Kasperson).

### **CONSENT CALENDAR**

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

#### **City Council**

5. Council Adoption of Resolution No. 2015 - 27: Accepting the Walters Road-Pintail Drive Rehabilitation Project as Complete, and Authorizing the City Manager to Record the Notice of Completion for the Project – (Kasperson)
6. Council Adoption of Resolution No. 2015-28: Accepting the Comprehensive Annual Financial Report and Report on Federal Awards in Accordance with OMB Circular A-133 for Fiscal Year 2013-14 – (Anderson/Luna)

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

7. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency, and Housing Authority held on February 3, 2015, February 17, 2015, and March 3, 2015 – (Hobson)
8. Council/Agency Approval of the February 2015 Payroll Warrants in the amount of \$358,373.03. Council/Agency Approval of the February 2015 Payable Warrants in the amount of \$748,135.64 – (Finance)

**Mayor Sanchez corrected typos in the February 3 and March 3 Special Meetings at 5:30 PM changing the word recessed to reconvened.**

**Motioned by Council Member Day and seconded by Council Member Segala to approve Consent Calendar. Motion carried unanimously by the following roll call vote:  
AYES: Council Members Day, Hudson, Segala, Wilson, Sanchez**

### **GENERAL BUSINESS**

#### **City Council**

9. Council Adoption of Resolution No. 2015-29: Approving a Priority List of 2015 City Events with Associated Costs to be Submitted to the Suisun City Community Services Foundation for Funding– (Jessop).

**Motioned by Council Member Segala and seconded by Council Member Day to adopt Resolution No. 2015-29. Motion carried unanimously by the following roll call vote:  
AYES: Council Members Day, Hudson, Segala, Wilson, Sanchez**

**PUBLIC HEARINGS**

**ADJOURNMENT**

There being no further business, Mayor Sanchez adjourned the meeting at 8:16 PM.

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Linda Hobson, CMC  
City Clerk

