



Pedro "Pete" M. Sanchez, Mayor
Mike Hudson, Mayor Pro-Tem
Jane Day
Sam Derting
Michael A. Segala

First and Third Tuesday
Every Month

A G E N D A

**REGULAR MEETING OF THE
SUISUN CITY COUNCIL
SUISUN CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF SUISUN CITY,
AND HOUSING AUTHORITY
TUESDAY, JULY 17, 2012
7:00 P.M.**

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

(Next Ord. No. – 722)
(Next City Council Res. No. 2012 – 59)
Next Suisun City Council Acting as Successor Agency Res. No. SA2012 – 14)
(Next Housing Authority Res. No. HA2012 – 03)

ROLL CALL

Council / Board Members
Pledge of Allegiance
Invocation

PUBLIC COMMENT

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

CONFLICT OF INTEREST NOTIFICATION

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

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

1. Presentation by Wayne Lewis, Assistant Public Works Director – Transportation, City of Fairfield on the Proposed Changes to Fairfield and Suisun Transit (FAST) Services.
2. Introduction and of new Suisun City Public Works Department 2012 MTC High School Intern, Christine Smith – (Kasperson).
3. Appointment of Voting Delegate and Alternate(s) for the League of California Cities Annual Conference.
4. Presentation of a Proclamation to the Police Department Proclaiming August 7, 2012 as “National Night Out”

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

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. 2012-___: Acting as the Legislative Body of Community Facilities District No. 1, Peterson Ranch, Providing for the Levy and Collection of Special Taxes for Fiscal Year 2012-13 – (Kasperson).
6. Council Adoption of Resolution No. 2012-___: Providing for the Levy and Collection of Special Taxes for Community Facilities District (CFD) No. 2 for Fiscal Year 2012-13 – (Kasperson).
7. Setting Ad Valorem Tax Rates for Voter-Approved Debt Service Issues – (Anderson).
 - a. Council Adoption of Resolution No. 2012-___: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for Fiscal Year 2012-13.
 - b. Council Adoption of Resolution No. 2012-___: Approving the Debt Service Rate for the Highway 12 Bond Issue for Fiscal Year 2012-13.
8. Council Adoption of Resolutions Adjusting Employee Pay and Benefits – (Anderson).
 - a. Council Adoption of Resolution No. 2012-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City.
 - b. Council Adoption of Resolution No. 2012-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.
 - c. Council Adoption of Resolution No. 2012-___: Authorizing Unrepresented Executive Management and Confidential Employees to Receive Pay and Benefits Comparable to those Received by Represented Employees.
 - d. Council Adoption of Resolution No. 2012-___: Amending the Salary Resolution No. 2012-54 to Adjust Salaries of Employees Covered by the Two Approved memorandums of Understanding, as well as for Unrepresented Employees.
9. Council Adoption of Resolution No. 2012___: Authorizing the City Manager to Execute an Agreement with Liebert Cassidy Whitmore for Legal Services - (Anderson).

Housing Authority

10. Housing Authority Adoption of Resolution No. RA 2012-___: Authorizing the Execution of a Termination and Settlement Agreement Relating to Resale Restrictions and Option to Purchase on one Property in Harbor Park– (Garben).

Joint City Council / Suisun City Council Acting as Successor Agency

11. Council/Agency 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 June 12, 2012 and July 3, 2012 – (Hobson).
12. Council/Agency Approval of the June 2012 Payable Warrants in the amount of \$983,021.07. – (Finance).

GENERAL BUSINESS**PUBLIC HEARINGS:****PUBLIC HEARING**

13. Council Adoption of Resolution No. 2012-___: Accepting the Community Development Block Grant (CDBG) Planning and Technical Assistance (PTA) Grant-funded Phase I Senior Housing Feasibility Study, Approving Closeout of the Grant, Requesting that Unused Funds for Phase II (approximately \$35,000) be Disencumbered by the State, and Authorizing the City Manager to Execute any Documents Necessary to Accomplish these Tasks - (Wooden).

REPORTS: (Informational items only.)

14. City Manager/Executive Director/Staff
15. Mayor/Council -Chair/Boardmembers

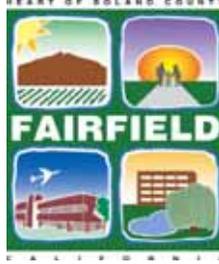
ADJOURNMENT

A complete packet of information containing staff reports and exhibits related to each item for the open session of this meeting, and provided to the City Council, are available for public review at least 72 hours prior to a Council /Agency/Authority Meeting at Suisun City Hall 701 Civic Center Blvd., Suisun City. Agenda related writings or documents provided to a majority of the Council/Board/Commissioners less than 72 hours prior to a Council/Agency/Authority meeting regarding any item on this agenda 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.

PLEASE NOTE:

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

City Hall	Fire Station	Senior Center
701 Civic Center Boulevard	621 Pintail Drive	318 Merganser Drive



MEMORANDUM

PUBLIC WORKS DEPARTMENT

DATE: July 12, 2012

TO: Mayor Sanchez and City Council, City of Suisun City

FROM: Wayne A. Lewis, Assistant Public Works Director-Transportation

SUBJECT: Overview of Fairfield and Suisun Transit (FAST) Service Changes Proposal Presentation for the July 17, 2012 Suisun City Council Meeting

RECOMMENDED ACTION

Information Only.

STATEMENT OF ISSUE

After more than a year of planning and extensive community outreach, the Fairfield and Suisun Transit (FAST) staff is recommending a service restructuring of the FAST local fixed route bus system. FAST will make a presentation at the Suisun City Council Meeting on July 17th to explain how Council comments at the initial presentation on April 17th and public comments from the outreach effort have been addressed. FAST Staff will be presenting the final proposal for approval at the Fairfield City Council meeting on August 21st with the goal of implementing the changes in October or November.

DISCUSSION

FAST local bus routes are currently achieving approximately 13% farebox recovery ratio (the total percentage of operating expenses met by passenger paid fares). This level is far below the average 20% farebox recovery that must be maintained to receive state Transportation Development Act (TDA) Funding. TDA funding is the primary source of the remaining 87% subsidy for FAST operating expenses. Were it not for the intercity routes with higher farebox recovery ratios helping to bring up the overall FAST farebox recovery to 24%, the local bus routes would struggle to qualify for TDA funding. In order to ensure the future sustainability of local bus services for Fairfield and Suisun City residents, FAST staff began a comprehensive review of the system with the goal of improving farebox recovery by identifying inefficiencies in the current local bus system and developing a system that would be more attractive to riders.

With assistance from transit planning consultant, Alan Zahradnik, the FAST staff has spent over a year analyzing current route problems and identifying solutions. The following table summarizes key issues and recommendations:

Issue	Effect	Proposed Solution
Long circuitous routes and one-directional routes	Inconvenient for current riders/ Confusing to prospective riders	Elimination of long circuitous routes; More bi-directional service on routes
Infrequent service	Long wait times between buses	Increased frequency: 30-minute service on almost all routes
Inconsistent service frequency	Inconvenient transfer connections between routes	Increased frequency: 30-minute service on almost all routes; Timed transfers at hubs
Slow service	Takes a long time for riders to get where they want to go	Faster service focused on main arterials that run along the most dense areas of Fairfield and Suisun to improve efficiency and increase ridership
Limited service hours	Most routes stop operating before 7pm.	Increased operations to extend an extra hour into the evening on most routes

The proposed restructuring addresses the key issues and focuses on reallocating existing bus resources from areas that have extremely low ridership to areas where there are higher levels of passengers already using the local bus system. The proposal is estimated to efficiently and effectively serve approximately 92% of existing riders with one less bus route, and reinvests the savings in more frequent, more direct and later evening service.

Although there is a potential for a minor loss of existing riders, it should be more than offset by new ridership resulting from improvements in service. Staff estimates there will be about a 17% net increase in ridership due to faster travel times, more frequent weekday service, and additional weekday evening service. Farebox recovery of the local bus system is estimated to improve to about 16% in the short term with the potential to increase further in the future as ridership grows and cost containment measures are implemented.

There was extensive public outreach throughout the process to ensure that proposed changes would provide improved transit service between key destinations in Fairfield and Suisun City. Once the proposal was in a near final form, there were six well publicized public meetings dedicated exclusively to presentation of the changes and gathering comments to help fine tune the proposal. The Daily Republic published a good article on the outreach on April 11th and the presentation on May 2nd was carried live on Channel 26, so people that did not attend one of the meetings had other opportunities to get informed and then comment directly to FAST staff. The draft plan was also reviewed at several Senior Roundtable, Paratransit Coordinating Council, and Community Based Transportation Plan meetings. The proposals were also discussed in detail with management staff and bus drivers at MV Transportation.

The initial plan was very well received by the public and the public comments shaped the final proposal which incorporates the key solutions outlined in the table. Part of the plan is a reduction of the number of bus stops to reduce travel time and improve on time performance, but 92% of current riders will continue to be within ¼ mile of a bus stop. The system will be much easier to use because buses will come at regular time intervals, return trips will be on the same route, and transfers at both the Fairfield Transportation Center and the Solano Mall will be coordinated to minimize wait times. The recommended revised bus routes are displayed on the three attached maps.

RESPONSE TO COMMENTS

I want to point a couple attributes of the two bus routes that run through Suisun City to ensure that we have been responsive to comments.

- 1.) On Route 6 there was discussion on whether to modify the loop that runs on Kings Way to decrease impacts on non-arterial streets; FAST staff recommends that the route loop west on Canvasback rather than going up to Kings Way or staying on Pintail. This alternative reaches stops that a lot of passengers are currently using but reduces bus traffic on non-arterial streets.
- 2.) Due to low ridership and a desire to keep the total route time manageable to improve on-time performance, the initial proposal recommended that Route 5 turn on Driftwood and not extend all the way down Civic Center Boulevard to the City Hall, but Council wanted to ensure people had direct transit access to government. Timing on the route is still critical and it is important to keep some make up time in each circuit, so FAST staff has proposed that City Hall be served with route deviations on request, but that the bus turn on Driftwood when no passengers want to be dropped off or picked up at City Hall. This would keep the buffer in the schedule for most trips, but still allow people direct transit access to City Hall.

FINANCIAL IMPACT

When looking at restructuring, staff intended to create efficiencies to increase ridership within the original budget. Therefore, the proposed total revenue hours and cost will stay very similar to the hours and cost that the service is currently operating. Additional fare revenue to help ensure future financial sustainability of the local bus system is anticipated with expected ridership increases.

FAST is supported using federal, state, and local transportation funds. There is no impact to the General Funds of either the City of Fairfield or the City of Suisun City.

DOCUMENTS ATTACHED

Three maps displaying the proposed route revisions.

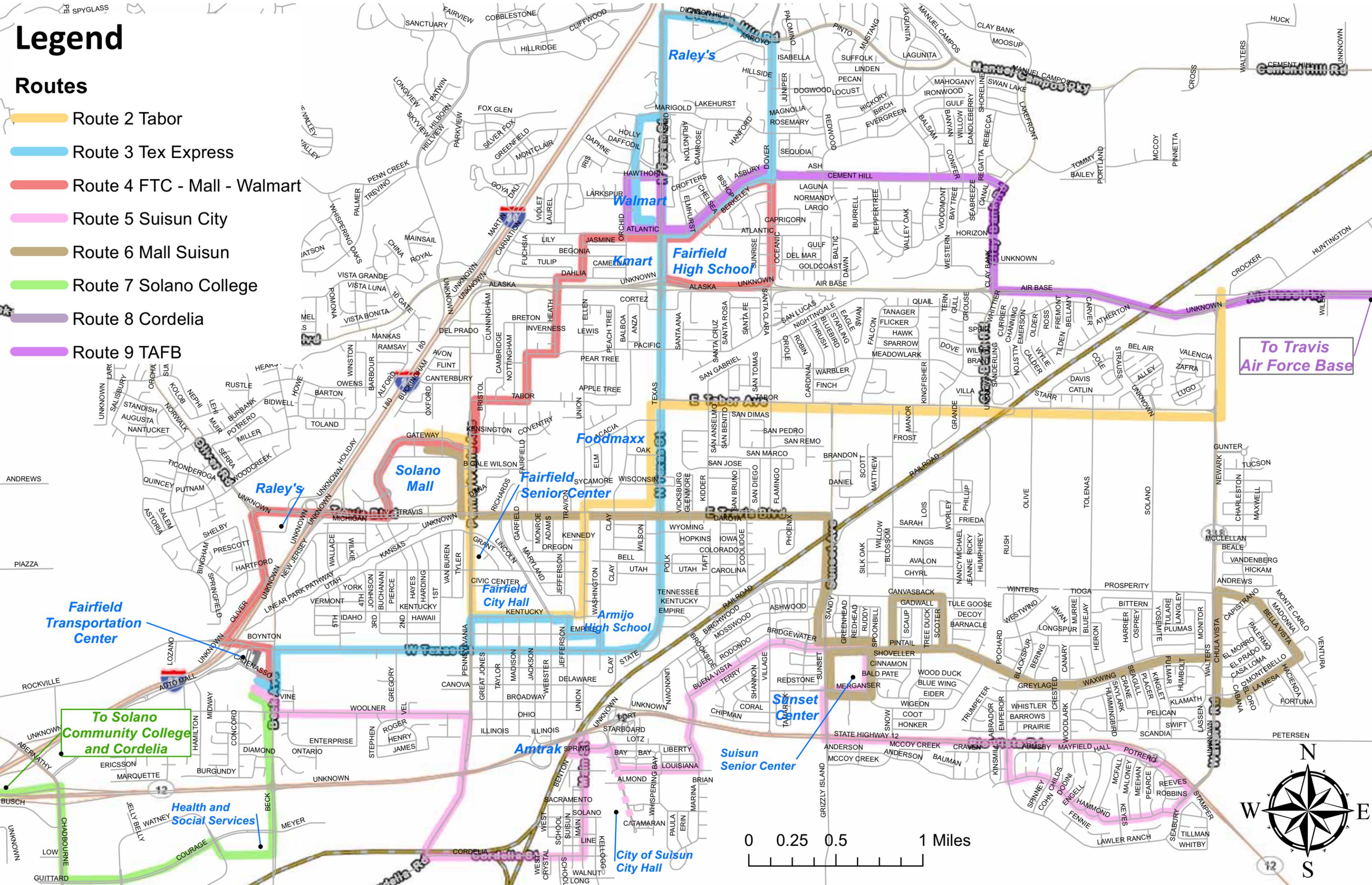
STAFF CONTACT

Wayne Lewis,
Assistant Public Works Director-Transportation, City of Fairfield
(707) 434-3804
wlewis@fairfield.ca.gov

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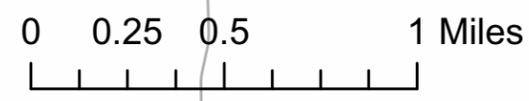
Routes

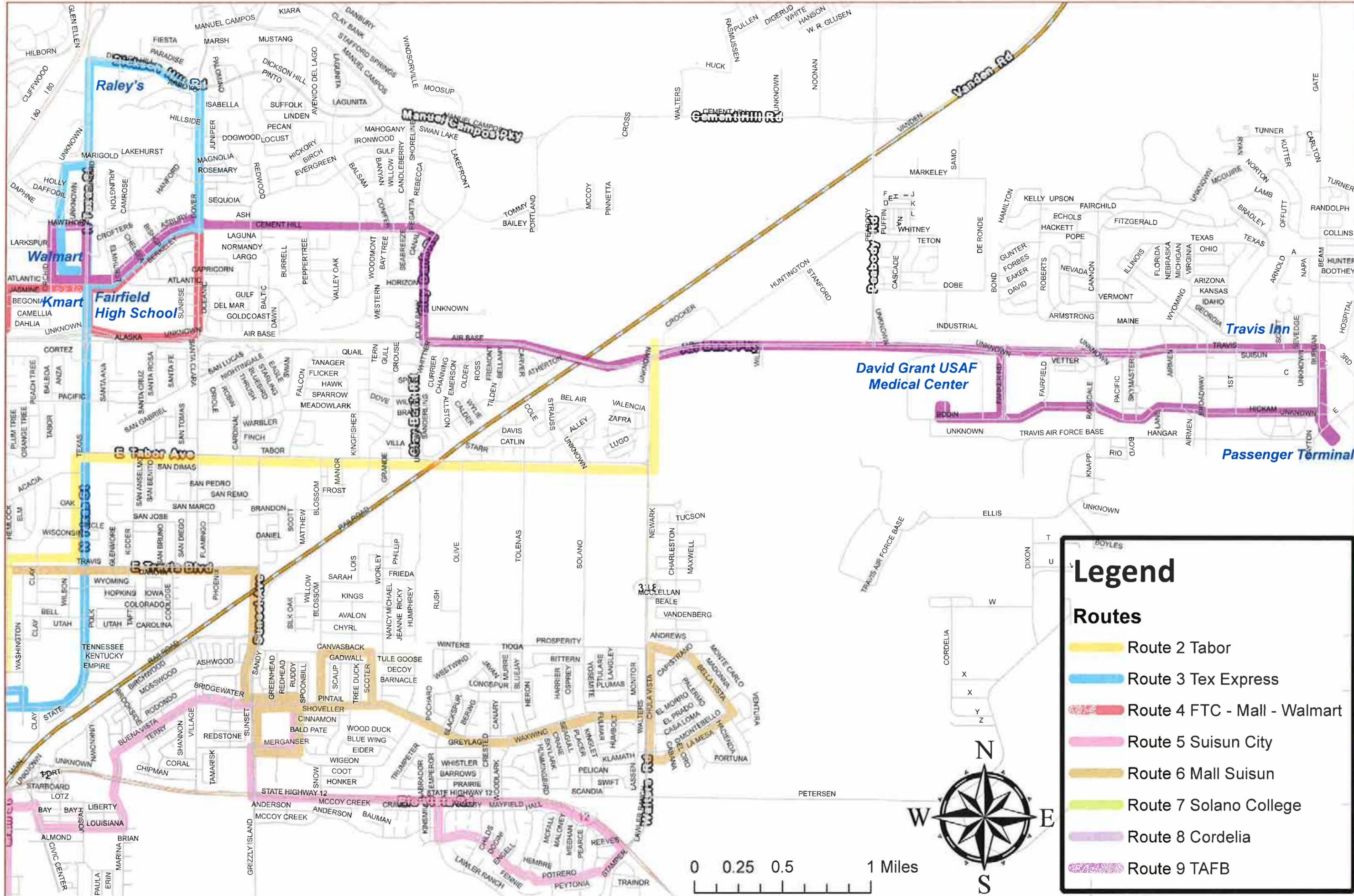
- Route 2 Tabor
- Route 3 Tex Express
- Route 4 FTC - Mall - Walmart
- Route 5 Suisun City
- Route 6 Mall Suisun
- Route 7 Solano College
- Route 8 Cordelia
- Route 9 TAFB



To Travis Air Force Base

To Solano Community College and Cordelia

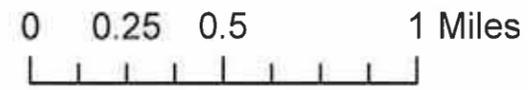
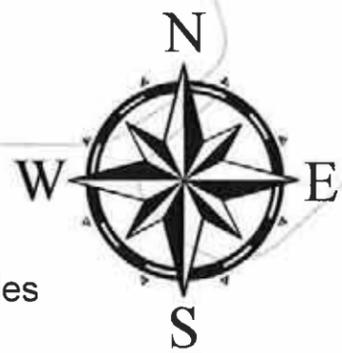


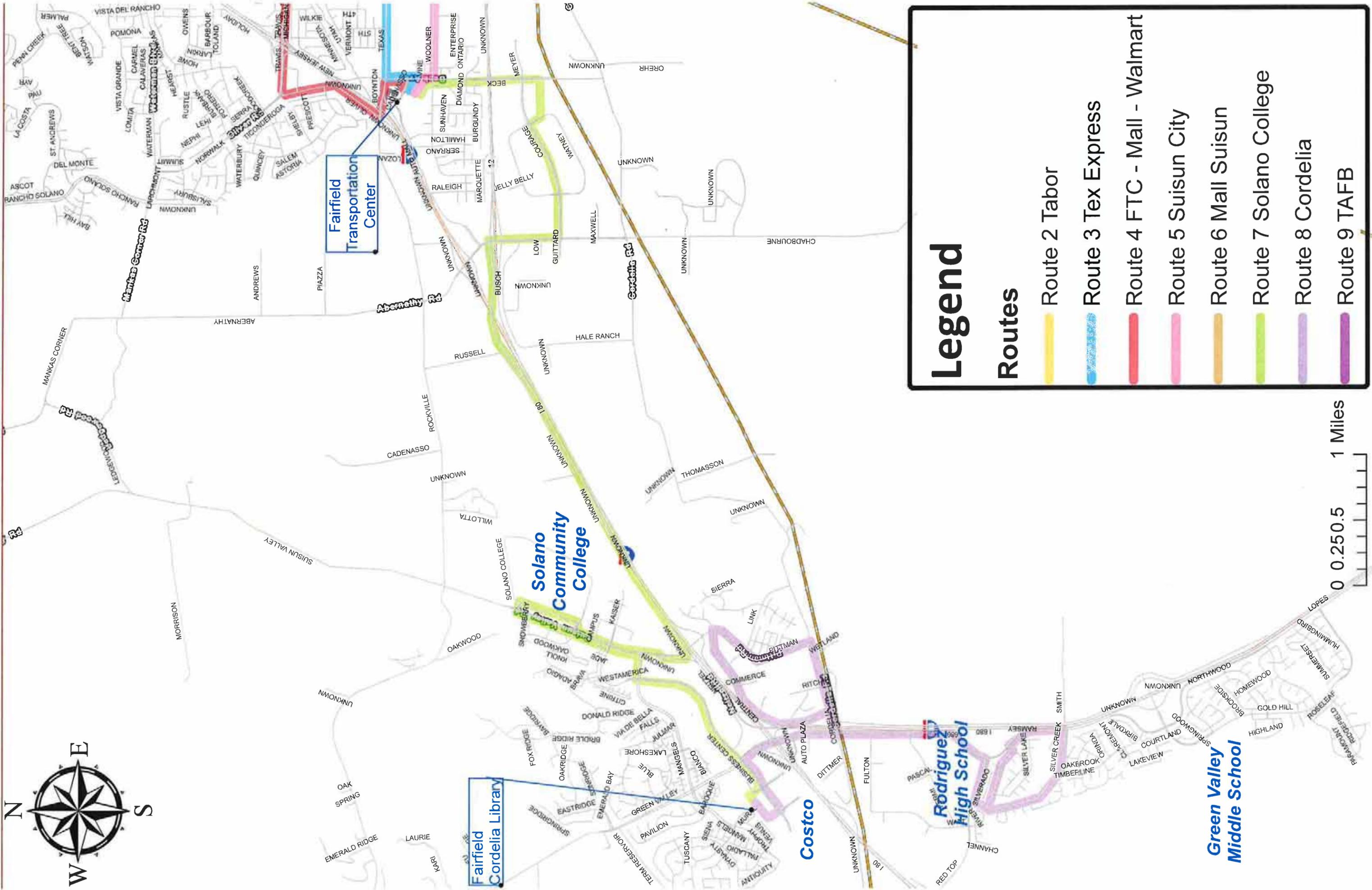
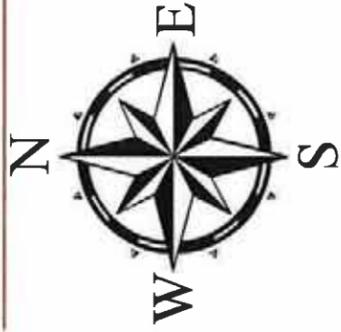


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Routes

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Legend

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AGENDA TRANSMITTAL

MEETING DATE: July 17, 2012

CITY AGENDA ITEM: Council Adoption of Resolution No. 2012-___: Acting as the Legislative Body of Community Facilities District No. 1, Peterson Ranch, Providing for the Levy and Collection of Special Taxes for Fiscal Year 2012-13.

FISCAL IMPACT: The assessments from the Community Facilities District No. 1 (CFD No. 1) are intended to cover the cost of providing Public Safety services, including administrative costs, for Peterson Ranch Units 1-5b. Including the automatic 3.33% inflator, it is estimated that \$99,481 would be received from the tax assessments. With the 3.33% increase there is no impact on the General Fund. This increase would barely cover the increased allocated costs for health insurance, utilities, etc. Without the inflator increase there would be a negative impact on the General Fund in the amount of approximately \$3,200. This shortfall would need to be addressed by reducing appropriations in the Police or Fire budgets, or by reducing the General Fund Emergency Reserve. The FY2012-13 budget would then need to be amended in the General Fund to reflect the loss of income. An expected increase was already approved by Council when it approved the Fiscal Year 2012-2013 budget.

BACKGROUND: As part of the Peterson Ranch Annexation Agreement, the developer was required to mitigate the negative fiscal impact of the new subdivision on the Public Safety services budget. In July 2002, in accordance with approval conditions for the Peterson Ranch Tentative Map, a Public Safety Assessment District, referred to as a Community Facilities District, to support Public Safety services was established and the fee structure was created. The intent of the formation of this CFD is that all money received, after accounting for administrative costs, be forwarded to the City General Fund to pay for Public Safety expenses. This fund was designed to be a break-even fund.

STAFF REPORT: In FY 2012-13 there will be 390 homes in CFD No.1 assessed. The homes assessed in CDF No.1 are Peterson Ranch Units 1 – 5b. Note that Peterson Ranch Units 5c & 6 are assessed under CFD No. 2.

As established in Ordinance 664 and in the annexation Resolutions, the tax is adjusted annually by the average of: (1) the change in CPI for the San Francisco All Urban Wage Earners Category Annual Average February 2011 to February 2012 (3.12%) and (2) the National CPI Annual Average February 2011 to February 2012 (3.53%) or 3.325% for FY 2012-13. The percentage used for calculation has been rounded to 3.33%. According to Ordinance 684, if either index decreases, the percentage change from the prior year will be assumed to be zero for the purpose of calculating the increase.

PREPARED BY:

Amanda Dum, Management Analyst I

REVIEWED/APPROVED BY:

Daniel Kasperson, Building & Public Works Director

Suzanne Bragdon, City Manager

As required in Ordinance 664, an annual report has been prepared and is attached. It is recommended that you accept and file this Annual Report and adopt the attached Resolution providing for the levy and collection of the special taxes for FY 2012-13.

STAFF RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2012-___: Acting as the Legislative Body of Community Facilities District No. 1, Peterson Ranch, Providing for the Levy and Collection of Special Taxes for Fiscal Year 2012-13.

ATTACHMENTS:

1. Resolution No. 2012-___: Acting as the Legislative Body of Community Facilities District No. 1, Peterson Ranch, Providing for the Levy and Collection of Special Taxes for Fiscal Year 2012-13.
2. Community Facilities District No. 1 FY2012-13 Annual Report.

RESOLUTION NO. 2012-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1, PETERSON RANCH, PROVIDING FOR THE LEVY AND COLLECTION OF SPECIAL TAXES FOR FY 2012-2013

WHEREAS, the City Council of the City of Suisun City has previously formed its Community Facilities District No. 1, Peterson Ranch (the "District") pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311, *et seq.* (the "Mello-Roos Act"); and

WHEREAS, pursuant to the provisions of the Mello-Roos Act, special taxes have been authorized by the voters within the District by the necessary 2/3 affirmative vote, to be levied and collected pursuant to the provisions of the Mello-Roos Act; and

WHEREAS, the District is authorized to levy and collect special taxes within its boundaries pursuant to the provisions of the Mello-Roos Act, the resolutions forming the District, resolutions authorizing the levy and collection of special taxes, and Ordinance No. 664, which was enacted pursuant to Government Code Sections 53316 and 36900 *et seq.* and was ordained by this City Council for the levy and collection of such special taxes; and

WHEREAS, such special taxes are levied and collected pursuant to the Rate and Method of Apportionment of Special Tax within the District and are not levied with regard to property values; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the District provides for the procedure by which special taxes will be levied upon property within the District; and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIID (Proposition 218) as enacted by the voters of the State of California in November, 1996; and

WHEREAS, the purpose of such special tax levy is to finance public safety services within the District; and

WHEREAS, the City Council has previously authorized and directed that special taxes be levied on all nonexempt property within the District pursuant to Section 53340 of the Mello-Roos Act and the aforementioned ordinances; and

WHEREAS, the City Council desires to provide for the levy and collection of special taxes for the fiscal year/tax year 2012-13 within the District, pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City, does order as follows:

Section 1. The City Council hereby authorizes and directs that special taxes shall be levied on all nonexempt property within the District pursuant to the Rate and Method of Apportionment of Special Tax in effect with regard to the District during Fiscal Year 2012-13 as specified in the Annual Report. Appendix A of the Annual Report lists the special taxes to be collected within the District and is hereby incorporated by this reference.

Section 2. The City Treasurer shall deposit all money representing special taxes collected by the County of Solano for the District to the credit of a fund for the District, and such monies shall be expended only for public safety services.

Section 3. The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2012 and ending June 30, 2013.

Section 4. The City Clerk is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

Section 5. A certified copy of the levy shall be filed in the office of the City Clerk and open for public inspection.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on Tuesday the 17th day of July 2012 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of July 2012.

Linda Hobson, CMC
City Clerk



**City of Suisun City
Community Facilities District No. 1
Peterson Ranch Public Safety Services
2011/12 Annual Report**

July 2011

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Temecula, CA 92592
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Regional Office

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San Francisco, CA 94102
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City of Suisun City
701 Civic Center Blvd.
Suisun City, California 94585
Phone - (707) 421-7300
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CITY COUNCIL

Pedro "Pete" Sanchez, Mayor
Mike Hudson, Vice Mayor
Jane Day, Councilmember
Sam Derting, Councilmember
Michael A. Segala, Councilmember

CITY STAFF

Daniel Kasperson, Building & Public Works Director
Dane H. Schilling, PE, City Engineer
Jeff Penrod, Public Works Superintendent

NBS

Danielle Wood, Client Services Director
Pablo Perez, Project Manager
Tiffany Ellis, Consultant

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1. INTRODUCTION

On July 16, 2002, this Council adopted Ordinance 664 entitled "An Ordinance of the City Council of the City of Suisun City Establishing Community Facilities District No. 1 (Peterson Ranch Public Safety Services) and Authorizing the Levy of a Special Tax" (the "Ordinance") thereby creating Community Facilities District No. 1 (Peterson Ranch Public Safety Services) (the "CFD") under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code. In the Ordinance, the Board ordered the preparation of an annual written Community Facilities District Report (the "Report"), for the CFD.

1.1. Boundaries of the Community Facilities District

The boundaries of the CFD are those properties and parcels in which special taxes may be levied to pay for the costs and expenses of providing public safety services. The boundaries of the CFD, as set forth in the map of the CFD heretofore recorded in the Solano County Recorder's Office on June 5, 2002, in Book 20 at Page 44 as Document 71705 of Assessment District Maps and generally located east of Walters Road, north of Bella Vista Drive, south of Easy Tabor Avenue, and west of the greenbelt and detention basin created for the District. A copy of said map is on file with the City Clerk, and is incorporated herein by reference. On April 16, 2006 APNs 0174-120-220 and 0174-472-010 seceded from the District and annexed into CFD 2.

1.2. Description of Public Safety Services

The type of public safety services to be financed by the CFD and pursuant to the Act shall consist of those direct and incidental expenses required for the providing of police services inside the boundaries of the CFD.

1.3. Levy of Special Tax

The special tax is to be levied on developed property within the CFD. Developed property is described as "Taxable Property for which a building permit for new construction has been issued prior to June 30" Please refer to Appendix B, Section IV of this report for complete details.

1.4. Estimate of Costs of Providing Services

The cost estimate for the facilities for the CFD is set forth in Section 2, Part 2.1 of this report and is hereby made a part of this report.

1.5. Date of Filing with City Clerk

Dated as of this 19th day of July, 2011.

By:

Dane H. Schilling, City Engineer

2. 2011/12 SPECIAL TAX LEVY

2.1. Estimated Costs of Providing Services

Description	2011/12 Cost
Personnel and administrative costs of the City	\$93,927.43
Special Tax Consultant services	1,392.94
Publishing, mailing and posting of notices and ballots	0.00
Governmental notification and filing costs	0.00
Costs of posting and collecting the special taxes (1)	962.83
Boundary Map preparation and recording services	0.00
Delinquencies (2)	0.00
Rounding Adjustment	0.00
Total	\$96,283.20

- (1) Costs of posting and collecting the special tax are equal to 1% of the total levy amount.
 (2) The Special Tax Requirement includes curing delinquencies from prior year non-payments, this is not applicable since the District is on Teeter and receives a full apportionment of funds.

2.2. 2011/12 Maximum Special Tax

The method of calculating the Special Tax for future years is authorized to include an inflationary adjustment. The adopted annual cost per parcel type during the 2002/03 Fiscal Year are shown below and detailed in Appendix B. These rates were authorized by property owner approval, to automatically increase in future years based on the average Consumer Price Index for the San Francisco - Urban Wage Earners Category and the National Consumer Price Index (U.S. City Average - Urban Wage Earners Category). Although Ordinance 664 says the Maximum Special Tax shall be increased each year by January's Consumer Price Index, it is not published in odd months for San Francisco - Urban Wage Earners, so February is used instead to obtain both indices for the average. The average consumer price index increase from February 2010 to February 2011 was 2.21%.

February Applicable to Fiscal Year	San Francisco Area - Urban Wage Earners	U.S. City Average - Urban Wage Earners	Average % Change
2002/03	N/A	N/A	N/A
2003/04	3.69%	3.17%	3.43%
2004/05	0.21%	1.51%	0.86%
2005/06	1.65%	2.97%	2.31%
2006/07	2.64%	3.68%	3.16%
2007/08	3.11%	2.24%	2.68%
2008/09	2.92%	4.38%	3.65%
2009/10*	0.88%	0.00%	0.44%
2010/11	2.42%	2.82%	2.62%
2011/12	2.35%	2.07%	2.21%

*The U.S. City Average decreased from February 2008 to February 2009 by -0.263%. According to Ordinance 664, if either index decreases, the percentage change from the prior year will be assumed to be zero for the purpose of calculating the increase.

The Annual Appropriations Limit was established at \$158,100, per Ordinance Number 664, attached hereto as Appendix B, and has been increased by the above inflationary factor as follows.

Fiscal Year	Percentage Increase	Annual Appropriations Limit
2002/03	N/A	\$158,100.00
2003/04	3.43%	163,522.96
2004/05	0.86%	164,923.70
2005/06	2.31%	168,731.00
2006/07	3.16%	174,062.71
2007/08	2.68%	178,718.41
2008/09	3.65%	185,253.38
2009/10	0.44%	186,065.38
2010/11	2.62%	190,945.73
2011/12	2.21%	195,160.74

The following table shows the 2011/12 Maximum Special Tax updated with the average consumer price index from February 2010 to February 2011.

Fiscal Year	Single Family Detached	Single Family Attached	Multi Family Per Residential Unit	Non-residential per 10,000 sq feet of lot area
2002/03	\$200.00	\$150.00	\$75.00	\$500.00
2003/04	206.86	155.14	77.57	517.15
2004/05	208.63	156.47	78.23	521.58
2005/06	213.44	160.08	80.04	533.62
2006/07	220.19	165.14	82.52	550.48
2007/08	226.08	169.56	84.78	565.20
2008/09	234.34	175.76	87.88	585.87
2009/10	235.37	176.53	88.26	588.44
2010/11	241.55	181.16	90.58	603.87
2011/12	246.88	185.16	92.58	617.20

3. APPENDICIES

The following pages show the referenced appendices listed in the content of the annual report for Fiscal Year 2011/12.

APPENDIX A: 2011/12 SPECIAL TAX ROLL

The special tax roll for Fiscal Year 2011/12 for the CFD is listed on the following pages.

APPENDIX B: COPY OF ORDINANCE 664

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF SUISUN CITY ESTABLISHING COMMUNITY FACILITIES DISTRICT NO. 1 (PETERSON RANCH PUBLIC SAFETY SERVICES) AND AUTHORIZING THE LEVY OF A SPECIAL TAX

THE CITY COUNCIL OF THE CITY OF SUISUN CITY DOES ORDAIN AS FOLLOWS:

SECTION I. PURPOSE, INTENT AND AUTHORITY

It is the purpose and intent of this Ordinance to establish Community Facilities District No. 1 (Peterson Ranch Public Safety Services) ("CFD") and authorize the levy of a special tax on owners of real property within the CFD in order to provide funding for Public Safety Services within the CFD.

This ordinance is adopted pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act").

SECTION II. REQUIRED ACTIONS

The City Council adopted Resolution 2002-60 entitled "A Resolution of the City Council of the City of Suisun City of Formation of Community Facilities District No. 1 (Peterson Ranch Public Safety Services)" (the "Resolution of Formation"), ordering the formation of the CFD, authorizing the levy of a special tax on property within the CFD and establishing an appropriations limit for the CFD in accordance with the Act.

The City Council, under the provisions of the Resolution of Formation and pursuant to Resolution 2002-61 entitled "A Resolution Calling Special Election" (the "Election Resolution"), submitted the propositions of the levy of the special tax and the establishment of the appropriations limit to the qualified electors of the CFD as required by the provisions of the Act.

The City Clerk, pursuant to the terms of the Election Resolution, conducted the special election and has on file a "Canvass and Statement of Results of Election" (the "Canvass").

The Council approved the Canvass and found the issues presented at the special election were approved by the qualified electors of the CFD by more than two-thirds (2/3) of the votes cast at the special election.

The City Council adopted Resolution 2002-62 entitled "A Resolution of the City Council of the City of Suisun City Declaring Results of Special Election and Directing Recording of Notice of Special Tax Lien" ("Election Resolution") declaring the CFD to be fully formed with the authority to levy the special taxes, to have the established appropriations limit of \$158,100 initially and increased for inflation annually, and to have the City Clerk execute and cause to be recorded in the office of the County Recorder of the County of Solano a notice of special tax lien in the form required by the Act.

SECTION III. FINDINGS

A. No Majority Protest. The proposed special tax to be levied within the CFD was not precluded by majority protest pursuant to section 53324 of the Act.

B. Proceedings Valid. All proceedings taken by the City Council in connection with the establishment of the CFD and the levy of the special tax were duly considered and found and determined to be valid and in conformity with the Act.

C. Name of CFD. The community facilities district designated "Community Facilities District No. 1 (Peterson Ranch Public Safety Services)", City of Suisun City, County of Solano, State of California (the "CFD"), was established pursuant to the Act.

D. Boundaries of CFD. The boundaries of the CFD, as set forth in the map of the CFD recorded in the Solano County Recorder's Office on June 5, 2002, in Book 20 at Page 44 as Document 71705 of Assessment District Maps, were approved and incorporated herein by reference and shall be the boundaries of the CFD.

E. Types of Public Safety Services. The type of Public Safety Services to be financed by the CFD and pursuant to the Act shall consist of those expenses required to provide Police Services inside the boundary of the CFD. The City Council shall be authorized and directed to enter into joint services agreements with any entity that will provide Public Safety services as may be necessary to comply with the provisions of Section 53316.2(b) of the Act. The City Council shall declare that such joint agreements will be beneficial to residents in the area of the CFD.

F. Incidental Expenses. The types of incidental expenses to be incurred and paid from proceeds of the special tax in each annual levy shall be:

1. Boundary Map preparation and recording services.
2. Personnel and administrative costs of the City.
3. Special Tax Consultant services.
4. Publishing, mailing and posting of notices and ballots.
5. Governmental notification and filing costs.
6. Costs of posting and collecting the special taxes.

G. Special Tax. Except where funds are otherwise available, a special tax sufficient to pay the costs of providing the Public Safety Services to the CFD and the incidental expenses thereof, secured by recordation of a continuing lien against all nonexempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad-valorem property taxes, or in such other manner as this City Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax among the parcels of real property within the CFD are described in *Section IV Rate and Apportionment of Special Tax*, and in sufficient detail to allow each landowner within the CFD to estimate the maximum amount such owner will have to pay. Reference is hereby made to the provisions of *Section IV Rate and Apportionment of Special Tax* relating to Special Taxes to be levied upon any parcel of property in the CFD used for private, residential purposes, which provisions are hereby expressly incorporated by this reference.

H. Limitation of Special Tax. In accordance with Section 53313 of the Act, the City Council hereby finds and determines that the amount of the special tax and the aggregate amount of the proceeds expected to be generated by the levy and collection of the special tax does not exceed the estimated cost and expense of providing increased levels of Public Safety Services to the presently undeveloped property within the CFD No. 1 which will result from the intended development of the property hereafter with structures for both residential and non-residential occupancy and habitation.

I. Tax Lien. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the special tax obligation is satisfied.

J. Reimbursement of Advances. Advances of funds or contributions of work in kind from any lawful source, specifically including but not limited to general fund resources of the City and owners of property within CFD No. 1, may be reimbursed from special tax revenue or both to the extent of the lesser of the value or cost of the contribution, but any agreement to do so shall not constitute a debt or liability of the City or of CFD No. 1.

K. Exempt Property. Except as may otherwise be provided by law or by the rate and method of apportionment of the Special Tax for the CFD, all lands owned by any public entity, including the United States, the State of California, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD.

L. Election. The levy of the Special Tax was subject to the approval of the qualified electors of the CFD at a special election. The voting procedure used was mailed and hand-delivered ballots to the landowners in the CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD.

M. Appropriations Limit. The City Council established the annual appropriations limit of CFD No. 1 at \$158,100, beginning with the 2002-2003 fiscal year. Beginning in January, 2003 and each January thereafter, the Appropriations Limit shall be adjusted by applying the Average Increase, if any, in the Consumer Price Index for the San Francisco All Urban Wage Earners Category and the National Consumer Price Index (the "Indices"). The City Council may choose to reduce the Average Increase, if any, in the Indices prior to application. Each annual adjustment of the Appropriations Limit shall become effective on the subsequent July 1.

N. CFD Report. On an annual basis and consistent with the establishment of the special tax, the City Manager, as the officer having charge and control of the Services in and for the CFD, or the designee of such officer, is hereby directed to study said proposed Services and to make, or cause to be made, and file with the City Clerk a report in writing, (the "CFD Report") presenting the following:

1. The officer in charge and control to which all inquiries shall be directed:

City Manager
(707) 421-7300
City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585-2600

2. A description of the Services by type which will be required to adequately meet the needs of the CFD.
3. An estimate of the fair and reasonable cost of the Services including those Incidental Expenses described in Section III F.

SECTION IV. RATE AND APPORTIONMENT OF SPECIAL TAX

A Special Tax applicable to each Assessor's Parcel in the CFD shall be levied and collected according to the tax liability determined by the City Council, through the application of the appropriate amount or rate for Taxable Property, as described below. All of the property in CFD, unless exempted by law or by the provisions of Section E below, shall be taxed for the purposes, to the extent, and in the manner herein provided, including property subsequently annexed to CFD unless a separate Rate and Method of Apportionment of Special Tax is adopted for the annexation area.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map or other parcel map recorded at the Solano County Recorder's Office.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, Chapter 2.5 of Part 1 of Division 2 of Title 5 commencing at Section 53311 of the California Government Code.

“Administrator” means the individual(s) designated by the City to administer the CFD in accordance with the authority and powers granted by the City Council.

“Assessor’s Parcel” or “Parcel” means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the County Assessor of the County of Solano designating parcels by Assessor’s Parcel number.

“Average Increase” means the annual average increase in the Indices that shall be applied to escalate the Maximum Special Tax each Fiscal Year. The Average Increase shall be calculated in January of each year by (1) referencing the Bureau of Labor Statistics Data to identify the annual percentage increase in each Index as of the end of the prior year, and (2) taking the average of these two percentages. If either Index decreases from one year to the next, the percentage change from the prior year shall be assumed to be zero for purposes of calculating the Average Increase.

“City” means the City of Suisun City.

“City Council” means the City Council of the City of Suisun City, acting as the legislative body of CFD No. 1.

“Developed Property” means, in any Fiscal Year, all Taxable Property for which a building permit for new construction has been issued prior to June 30 of the preceding Fiscal Year.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Indices” means the Consumer Price Index for the San Francisco All Urban Wage Earners Category and the National Consumer Price Index.

“Lot Area” means the acreage of land area or portion thereof for a Non-Residential Parcel.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below that can be levied on Taxable Property in any Fiscal Year.

“Multi-Family Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure with Units that are offered for rent to the general public.

“Non-Residential Property” means any Taxable Property within the boundaries of CFD No. 1 that is not Single Family Detached Property, Single Family Attached Property or Multi-Family Property, as defined herein.

“Public Agency” means the federal government, State of California or other local governments or public agencies.

“Single Family Attached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued for construction of a residential structure consisting of two or more Units that share common walls and are offered as for-sale units, including such residential structures that meet that statutory definition of a condominium contained in Civil Code Section 1351.

“Single Family Detached Property” means, in any Fiscal Year, all Parcels of Developed Property for which a building permit was issued or will be issued for construction of a Unit that does not share a common wall with another Unit.

“Special Tax” means a special tax levied in any Fiscal Year to pay the Special Tax Requirement.

“Special Tax Requirement” means the amount necessary in any Fiscal Year to (i) pay the cost of authorized services, (ii) pay administrative expenses of CFD No. 1, and (iii) cure delinquencies in the payment of Special Taxes levied in prior Fiscal Years or (based on delinquencies in the payment of Special Taxes which have already taken place) are expected to occur in the Fiscal Year in which the tax will be collected.

“Taxable Property” means all Assessor’s Parcels within the boundaries of CFD No. 1 which are not exempt from the Special Tax pursuant to law or Section E below.

“Unit” means a residential dwelling unit, including individual single-family detached, duplex, triplex, fourplex, town-home, condominium, or apartment units.

B. DATA FOR ANNUAL ADMINISTRATION OF SPECIAL TAX

After July 1 of each Fiscal Year, the Administrator shall categorize all Parcels of Taxable Property in CFD No. 1 as either, Single Family Detached Property, Single Family Attached Property, Multi-Family Property or Non-Residential Property, as defined in Section A above. For each Parcel of Single Family Attached Property and Multi-Family Property, the Administrator shall determine the number of Units on the Parcel by referencing the building permit, site plan, condominium plan, apartment plan or other development plan for the Parcel. The Administrator shall also calculate the Lot Area for each Parcel of Non-Residential Property.

C. MAXIMUM SPECIAL TAX

Single Family Detached Property

The Maximum Special Tax for Single Family Detached Property in CFD No. 1 is \$200 per Unit for Fiscal Year 2002-03. Beginning in January, 2003 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. The City Council may choose to reduce the Average Increase, if any, in the Indices prior to application. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

Single Family Attached Property

The Maximum Special Tax for Single Family Attached Property in CFD No. 1 is \$150 per Unit for Fiscal Year 2002-03. Beginning in January, 2003 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. The City Council may choose to reduce the Average Increase, if any, in the Indices prior to application. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

Multi-Family Property

The Maximum Special Tax for Multi-Family Property in CFD No. 1 is \$75 per Unit for Fiscal Year 2002-03. Beginning in January, 2003 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. The City Council may choose to reduce the Average Increase, if any, in the Indices prior to application. Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

Non-Residential Property

The Maximum Special Tax for Non-Residential Property in CFD No. 1 is \$500 per 10,000 square feet of Lot Area for Fiscal Year 2002-03. Beginning in January, 2003 and each January thereafter, this Maximum Special Tax shall be adjusted by applying the Average Increase, if any, in the Indices. The City Council may choose to reduce the Average Increase, if any, in the Indices prior to application.

Each annual adjustment of the Maximum Special Tax shall become effective on the subsequent July 1.

D. METHOD OF LEVY AND COLLECTION OF THE SPECIAL TAX

Each Fiscal Year, the Special Tax shall be levied on all Parcels of Developed Property as follows:

Step 1: Determine the Special Tax Requirement, as defined in Section A above, for the Fiscal Year in which the Special Tax will be collected;

Step 2: Calculate the total Special Tax revenues that could be collected from Developed Property within the CFD based on application of the Maximum Special Tax rates determined pursuant to Section C above;

Step 3: If the amount determined in Step 1 is **greater than or equal to** the amount calculated in Step 2, levy the Maximum Special Tax on all Parcels of Developed Property in the CFD.

Step 4: If the amount determined in Step 1 is **less than** the amount calculated in Step 2, levy the Special Tax against all Parcels of Developed Property in equal percentages up to 100% of the Maximum Special Tax for each Parcel until the amount of the Special Tax levy equals the Special Tax Requirement for that Fiscal Year.

The Special Tax for CFD No. 1 shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided, however, that CFD No. 1 may (under the authority provided in the Act), in any particular case, bill the taxes directly to the property owner off the County tax roll, and the Special Taxes will be equally subject to penalties and foreclosure if delinquent.

E. LIMITATIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on land that has been conveyed to a Public Agency, except as otherwise provided in Sections 53317.3 and 53317.5 of the Mello-Roos Community Facilities Act of 1982.

SECTION V. ADMINISTRATIVE INTERPRETATION

The City reserves the right to make minor administrative and technical changes to this document, which do not materially affect the rate and method of apportioning Special Taxes. In addition, the interpretation and application of any section of this document shall be left to the City's discretion. Interpretations may be made by the City by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

SECTION VI. SAVINGS CLAUSE

If any provision, sentence, clause, section or part of this ordinance is found to be unconstitutional, illegal or invalid, such finding shall affect only such provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts of the ordinance.

SECTION VII. CHALLENGE TO TAX

Any action to challenge the tax imposed by this ordinance shall be brought pursuant to Government Code Section 50077.5 and Code of Civil Procedure Section 860 et seq.

SECTION VIII. ELECTION REQUIRED FOR TAX TO BE EFFECTIVE

The tax levied by this ordinance shall be effective only if approved by two-thirds of the voters voting on the issue at the July 2, 2002 election.

SECTION IX. EFFECTIVE DATE OF TAX

If this ordinance was approved by two-thirds of the voters voting on the issue at the July 2, 2002 election, pursuant to Elections Code Section 9217, the tax shall become effective ten (10) days after the Council certifies the results of the election.

SECTION X. EFFECTIVE DATE AND POSTING

This ordinance shall be posted in two (2) public places within the City prescribed by ordinance within fifteen (15) days after its passage and published in the local newspaper of general circulation within the City.

INTRODUCED at a regular meeting of the Suisun City Council held on the 2nd day of July, 2002.

JAMES PAUL SPERING, MAYOR

PASSED AND ADOPTED at a regular meeting of said City Council held on the 16th day of July, 2002 by the following vote:

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

WITNESS my hand and the seal of said City this 16th day of July, 2002.

Linda Hobson, City Clerk

AGENDA TRANSMITTAL

MEETING DATE: July 17, 2012

CITY AGENDA ITEM: Council Adoption of Resolution No. 2012-___: Providing for the Levy and Collection of Special Taxes for Community Facilities District (CFD) No. 2 Fiscal Year 2012-13.

FISCAL IMPACT: The Community Facilities District No. 2 (CFD No. 2) is a tax assessment District made up of a Primary District (CFD No. 2), plus four separate Tax Zones (1, 2, 3 & 5). The assessments on the Primary District are intended to cover for the cost of providing Public Safety services, including administrative costs, for Peterson Ranch Units 5c-6. Including the automatic 3.33% increase it is estimated that \$385,300 would be received from the tax assessments for the Primary District, CFD No. 2. With the 3.33% increase there is no impact on the General Fund. This increase would barely cover the increased allocated costs for health insurance, utilities, etc. Without the inflator increase there would be a negative impact on the General Fund in the amount of approximately \$3,200. Without the increase there would be an estimated negative impact of \$12,200 on the General Fund. The FY2012-13 budget would then need to be amended in the General Fund to reflect the loss of income. An expected increase was already approved by Council when it approved the Fiscal Year 2012-2013 budget.

The assessments from Tax Zone 1 (Amberwood), Tax Zone 2 (McCoy Creek), Tax Zone 3 (Peterson Ranch - Units 5c & 6) and Tax Zone 5 (Summerwood) are intended to provide for Zone maintenance including such items as project landscaping and irrigation, localized storm drain maintenance, and non-residential fence repair. Including the automatic 3.33% increase, it is estimated that \$26,643 would be received from the Tax Zone tax assessments. With the 3.33% increase there is no impact on the General Fund. Without the increase there would be a negative impact on the General Fund of approximately \$2,400. Alternatively, services could be cut to the Tax Zones. An expected increase was already approved by Council when it approved the Fiscal Year 2012-2013 budget.

BACKGROUND: In 2005, the City Council adopted resolutions requiring that new residential development of at least five equivalent dwelling units or a new Commercial development of at least 1,000 square feet of building area should be included in Community Facilities District No. 2 to offset 80% of the development's allocated share of City-wide costs for police, fire, storm drainage and landscape maintenance and 100% of the direct and indirect costs for the maintenance of the landscaped public areas and the storm drainage system added to the City by the new development. These resolutions created Community Facilities District (CFD) No. 2 Citywide Municipal Services and various Tax Zones within the CFD No. 2.

As part of the Peterson Ranch Annexation Agreement, the developer was required to mitigate the negative impact on Public Safety services. In July 2002, in accordance with approval conditions for

PREPARED BY:

Amanda Dum, Management Analyst I

REVIEWED/APPROVED BY:

Daniel Kasperson, Building & Public Works Director

Suzanne Bragdon, City Manager

the Peterson Ranch Tentative Map, a Public Safety Assessment District, referred to as a Community Facilities District, to support Public Safety services was established and the fee structure was created. Since then, additional developments have been added to CFD No. 2. The property owners agreed to offset City services by the formation and annexation to the Community Facility District No.2 and to form Tax Zones within the developments where necessary. The developments included Amberwood Development (28 units), Peterson Ranch Units 5c and 6 (157 units), McCoy Creek Development (30 units), Summerwood Development (69 units), Cottonwood Creek Apartments (94 Apartment Units), Rick's Auto Spa (4,100 Sq. Ft.), Four Seasons Storage (121,000 Sq. Ft.), Waterfront Hotel (64,200 Sq. Ft.), and Harbor Square (41,900 Sq. Ft.). No additional developments were annexed to CFD No. 2 Municipal Services during FY 2011-12. A fee structure was established and parcel taxes are charged on each parcel beginning with the fiscal year after the building permit is taken out. In FY 2012-13 there will be 241 parcels assessed.

STAFF REPORT: As established in Ordinance 664 and the annexation Resolutions, the assessment is adjusted annually by the average of (1) the change in CPI for the San Francisco All Urban Wage Earners Category Annual Average February 2011 to February 2012 (3.12%) and (2) the National CPI Annual Average February 2011 to February 2012 (3.53%) or 3.325% for FY 2012-13. The percentage used for calculation has been rounded to 3.33%. According to Ordinance 684, if either index decreases, the percentage change from the prior year will be assumed to be zero for the purpose of calculating the increase. No Annual Report is required for CFD No.2 and the associated Tax Zones.

The intent of the formation of the Primary District, CFD No. 2, is that all money received from the tax from this District, after accounting for administrative costs, be forwarded to the City General Fund to pay for Public Safety expenses. The ending balance for the Primary District is therefore zero after the required transfer. However, each of the individual Tax Zones is treated as an individual fund to provide resources for maintenance of such items as project landscaping and irrigation, localized storm drain maintenance, and non-residential fence repair for the related zones. A modest ending balance or reserve is maintained for unforeseen maintenance costs and is transferred to a contingency account each year to be available for use.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2012-___: Providing for the Levy and Collection of Special Taxes for Community Facilities District (CFD) No. 2 Fiscal Year 2012-13.

ATTACHMENTS:

1. Resolution No. 2012-___: Providing for the Levy and Collection of Special Taxes for Community Facilities District (CFD) No. 2 Fiscal Year 2012-13.
 2. Summary of Proposed Assessments FY 2012-13.
 3. Exhibit A – City-Wide Municipal Services 2012-2013 Assessment Roll.
 4. Exhibit B – Budget Overview – CFD No. 2 & Tax Zones 1, 2, 3 & 5.
-

RESOLUTION NO. 2012-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
PROVIDING FOR THE LEVY AND COLLECTION OF SPECIAL TAXES FOR
COMMUNITY FACILITIES DISTRICT (CFD) NO. 2 FISCAL YEAR 2012-13**

WHEREAS, the City Council of the City of Suisun City has previously formed its Community Facilities District (CFD) No. 2 Citywide Municipal Services and Tax Zones within CFD No. 2, pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Government Code Section 53311, *et seq.* (the "Mello-Roos Act"); and

WHEREAS, pursuant to the provisions of the Mello-Roos Act, special taxes have been authorized by the voters within the District by the necessary 2/3 affirmative vote, to be levied and collected pursuant to the provisions of the Mello-Roos Act; and

WHEREAS, the District is authorized to levy and collect special taxes within its boundaries pursuant to the provisions of the Mello-Roos Act, the resolutions forming the District, resolutions authorizing the levy and collection of special taxes, and Ordinance No. 684, which was enacted pursuant to Government Code Sections 53316 and 36900 *et seq.* and was ordained by this City Council for the levy and collection of such special taxes; and

WHEREAS, such special taxes are levied and collected pursuant to the Rate and Method of Apportionment of Special Tax within the District and are not levied with regard to property values; and

WHEREAS, the Rate and Method of Apportionment of Special Tax for the District provides for the procedure by which special taxes will be levied upon property within the District; and

WHEREAS, special taxes authorized for collection pursuant to the provisions of the Mello-Roos Act are not subject to the provisions of California Constitution Article XIID (Proposition 218) as enacted by the voters of the State of California in November, 1996; and

WHEREAS, the purpose of such special tax levy is to finance Municipal Services within the District; and

WHEREAS, the City Council has previously authorized and directed that special taxes be levied on all nonexempt property within the District pursuant to Section 53340 of the Mello-Roos Act and the aforementioned ordinances; and

WHEREAS, the City Council desires to provide for the levy and collection of special taxes for FY 2012-13 within the District, pursuant to the Act.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City, does order as follows:

Section 1. The City Council hereby authorizes and directs that special taxes shall be levied on all nonexempt property within the District pursuant to the Rate and Method of Apportionment of Special Tax in effect with regard to the District during Fiscal Year 2012-13 as specified in Exhibit A of this resolution which lists the special taxes to be collected within the District.

Section 2. The Finance Director shall deposit all money representing special taxes collected by the County of Solano for the District to the credit of a fund for the District, and such monies shall be expended only for identified services.

Section 3. The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2012 and ending June 30, 2013.

Section 4. The City Clerk is hereby authorized and directed to file the levy with the County Auditor upon adoption of this Resolution.

Section 5. A certified copy of the levy shall be filed in the office of the City Clerk and open for public inspection.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on Tuesday the 17th day of July 2012 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of July 2012.

Linda Hobson, CMC
City Clerk

SUMMARY OF PROPOSED ASSESSMENTS FY 2012-13

	FY 2011-12 Assessment Per Unit	% Adjustment for FY 2011-12	FY 2012-13 Assessment Per Unit	Number of Units Assessed FY 2012-13	Total Assessment
CFD Citywide Municipal Services					
<i>Single Family Residential - detached</i>	\$730.11	3.33%	\$754.42		
1. Amberwood Development	\$730.11	3.33%	\$754.42	28	\$ 21,123.76
2. McCoy Creek Development	\$730.11	3.33%	\$754.42	12	\$ 9,053.04
3. Peterson Ranch Unit 6	\$730.11	3.33%	\$754.42	157	\$ 118,443.94
4. Summerwood Development	\$730.11	3.33%	\$754.42	33	\$ 24,895.86
<i>Single Family Residential - attached</i>	\$535.76	3.33%	\$553.60		
No developments			\$553.60	0	\$ -
<i>Multi-Family Property</i>	\$273.78	3.33%	\$282.90	94	
1. Cottonwood Creek Apartments	\$273.78	3.33%	\$282.90	94	\$ 26,592.49
<i>Live Work Unit</i>	<i>\$730.11 per Unit plus \$730.11 per 1,000 sq ft of non-residential</i>	3.33%	<i>\$754.42 per Unit plus \$754.42 per 1,000 sq ft of non-residential</i>		
1. McCoy Creek Development (2.5 EDU Each)	\$1,825.26	3.33%	\$1,886.04	4	\$ 7,795.40
2. McCoy Creek Development (2 EDU Each)	\$1,460.22	3.33%	\$1,508.85	2	\$ 3,118.18
<i>Non-Residential Property</i>	<i>\$730.11 per Unit plus \$730.11 per 1,000 sq ft of non-residential</i>	3.33%	<i>\$754.42 per Unit plus \$754.42 per 1,000 sq ft of non-residential</i>		
1. Rick's Auto Spa	\$730.11	3.33%	\$754.42	4,100 Sq Ft	\$ 3,017.68
2. Four Seasons Storage	\$730.11	3.33%	\$754.42	121,000 Sq Ft	\$ 91,284.82
2. Waterfront Hotel	\$730.11	3.33%	\$754.42	64,200 Sq Ft	\$ 48,282.88
4. Harbor Square	\$730.11	3.33%	\$754.42	41,900 Sq Ft	\$ 31,685.64
				<i>Subtotal</i>	\$ 385,293.69
Tax Zone 1 – Amberwood	\$447.47	3.33%	\$462.37	28	\$ 12,946.38
Tax Zone 2 – McCoy Creek					
<i>Single Family Residential – detached</i>	\$142.98	3.33%	\$147.74	12	\$ 1,772.89
<i>Single Family Residential - attached</i>	\$357.43	3.33%	\$369.33	4	\$ 1,477.33
<i>Live Work Unit</i>	\$289.10	3.33%	\$298.73	2	\$ 590.96
				<i>Subtotal</i>	\$ 3,841.19
Tax Zone 3 – Peterson Ranch Unit 6	\$36.29	3.33%	\$37.50	157	\$ 5,887.50
Tax Zone 5 – Summerwood	\$142.41	3.33%	\$147.15	33	\$ 4,855.95
Estimated Total Assessment for FY 2012-13 for CFD No. 2 and Tax Zones 1-5					\$ 412,824.71

EXHIBIT A: 2012-13

City-Wide Municipal Services – 2012-13 Assessment Roll

City of Suisun City

Community Facilities District No. 2

APN	Development	# of Units	ADDRESS	LOT #	Levy Amount	County Fund Number
0037-352-010	Amberwood	1	401 Amber Drive	1	\$754.42	7536
0037-352-020	Amberwood	1	405 Amber Drive	2	\$754.42	7536
0037-352-030	Amberwood	1	409 Amber Drive	3	\$754.42	7536
0037-352-040	Amberwood	1	413 Amber Drive	4	\$754.42	7536
0037-352-050	Amberwood	1	417 Amber Drive	5	\$754.42	7536
0037-352-060	Amberwood	1	421 Amber Drive	6	\$754.42	7536
0037-352-070	Amberwood	1	425 Amber Drive	7	\$754.42	7536
0037-352-080	Amberwood	1	429 Amber Drive	8	\$754.42	7536
0037-352-090	Amberwood	1	433 Amber Drive	9	\$754.42	7536
0037-352-100	Amberwood	1	437 Amber Drive	10	\$754.42	7536
0037-352-110	Amberwood	1	441 Amber Drive	11	\$754.42	7536
0037-352-120	Amberwood	1	445 Amber Drive	12	\$754.42	7536
0037-352-130	Amberwood	1	449 Amber Drive	13	\$754.42	7536
0037-352-140	Amberwood	1	1305 Amber Drive	14	\$754.42	7536
0037-352-150	Amberwood	1	1309 Amber Drive	15	\$754.42	7536
0037-352-160	Amberwood	1	1313 Amber Drive	16	\$754.42	7536
0037-352-170	Amberwood	1	1317 Amber Drive	17	\$754.42	7536
0037-351-010	Amberwood	1	440 Amber Drive	18	\$754.42	7536
0037-351-020	Amberwood	1	436 Amber Drive	19	\$754.42	7536
0037-351-030	Amberwood	1	432 Amber Drive	20	\$754.42	7536
0037-351-040	Amberwood	1	428 Amber Drive	21	\$754.42	7536
0037-351-050	Amberwood	1	424 Amber Drive	22	\$754.42	7536
0037-351-060	Amberwood	1	420 Amber Drive	23	\$754.42	7536
0037-351-070	Amberwood	1	416 Amber Drive	24	\$754.42	7536
0037-351-080	Amberwood	1	412 Amber Drive	25	\$754.42	7536
0037-351-090	Amberwood	1	408 Amber Drive	26	\$754.42	7536
0037-351-100	Amberwood	1	404 Amber Drive	27	\$754.42	7536
0037-351-110	Amberwood	1	400 Amber Drive	28	\$754.42	7536
0173-811-120	McCoy Creek	2.5	1276 Gray Hawk Lane	1	\$1,948.85	7536
0173-811-070	McCoy Creek	2.5	1256 Gray Hawk Lane	6	\$1,948.85	7536
0173-811-060	McCoy Creek	2.5	1252 Gray Hawk Lane	7	\$1,948.85	7536
0173-811-020	McCoy Creek	2.5	1224 Gray Hawk Lane	9	\$1,948.85	7536
0173-811-010	McCoy Creek	2	1220 Gray Hawk Lane	10	\$1,559.09	7536
0173-812-180	McCoy Creek	2	1201 Gray Hawk Lane	13	\$1,559.09	7536
0173-812-170	McCoy Creek	1	1205 Gray Hawk Lane	14	\$754.42	7536
0173-812-160	McCoy Creek	1	1209 Gray Hawk Lane	15	\$754.42	7536
0173-812-150	McCoy Creek	1	1213 Gray Hawk Lane	16	\$754.42	7536

0173-812-140	McCoy Creek	1	1217 Gray Hawk Lane	17	\$754.42	7536
0173-812-130	McCoy Creek	1	1221 Gray Hawk Lane	18	\$754.42	7536
0173-812-120	McCoy Creek	1	1225 Gray Hawk Lane	19	\$754.42	7536
0173-812-110	McCoy Creek	1	1229 Gray Hawk Lane	20	\$754.42	7536
0173-812-100	McCoy Creek	1	1233 Gray Hawk Lane	21	\$754.42	7536
0173-812-090	McCoy Creek	1	1237 Gray Hawk Lane	22	\$754.42	7536
0173-812-080	McCoy Creek	1	1241 Gray Hawk Lane	23	\$754.42	7536
0173-812-070	McCoy Creek	1	1253 Gray Hawk Lane	24	\$754.42	7536
0173-812-010	McCoy Creek	1	1277 Gray Hawk Lane	30	\$754.42	7536
0174-471-010	Peterson Ranch	1	1682 Tucson Circle	391	\$754.42	7536
0174-472-060	Peterson Ranch	1	1687 Tucson Circle	393	\$754.42	7536
0174-472-070	Peterson Ranch	1	1683 Tucson Circle	394	\$754.42	7536
0174-472-080	Peterson Ranch	1	1679 Tucson Circle	395	\$754.42	7536
0174-472-090	Peterson Ranch	1	1675 Tucson Circle	396	\$754.42	7536
0174-472-100	Peterson Ranch	1	1671 Tucson Circle	397	\$754.42	7536
0174-472-110	Peterson Ranch	1	1667 Tucson Circle	398	\$754.42	7536
0174-472-120	Peterson Ranch	1	1663 Tucson Circle	399	\$754.42	7536
0174-472-130	Peterson Ranch	1	1659 Tucson Circle	400	\$754.42	7536
0174-472-140	Peterson Ranch	1	1655 Tucson Circle	401	\$754.42	7536
0174-472-150	Peterson Ranch	1	1649 Tucson Circle	402	\$754.42	7536
0174-472-160	Peterson Ranch	1	1645 Tucson Circle	403	\$754.42	7536
0174-472-170	Peterson Ranch	1	1641 Tucson Circle	404	\$754.42	7536
0174-472-180	Peterson Ranch	1	1637 Tucson Circle	405	\$754.42	7536
0174-472-190	Peterson Ranch	1	1633 Tucson Circle	406	\$754.42	7536
0174-472-200	Peterson Ranch	1	1629 Tucson Circle	407	\$754.42	7536
0174-472-210	Peterson Ranch	1	1625 Tucson Circle	408	\$754.42	7536
0174-473-070	Peterson Ranch	1	1624 Tucson Circle	409	\$754.42	7536
0174-473-080	Peterson Ranch	1	1628 Tucson Circle	410	\$754.42	7536
0174-473-090	Peterson Ranch	1	1632 Tucson Circle	411	\$754.42	7536
0174-473-100	Peterson Ranch	1	1636 Tucson Circle	412	\$754.42	7536
0174-473-110	Peterson Ranch	1	1640 Tucson Circle	413	\$754.42	7536
0174-473-120	Peterson Ranch	1	1644 Tucson Circle	414	\$754.42	7536
0174-473-130	Peterson Ranch	1	1648 Tucson Circle	415	\$754.42	7536
0174-473-140	Peterson Ranch	1	1652 Tucson Circle	416	\$754.42	7536
0174-502-180	Peterson Ranch	1	1601 Duluth Lane	417	\$754.42	7536
0174-502-170	Peterson Ranch	1	1605 Duluth Lane	418	\$754.42	7536
0174-502-160	Peterson Ranch	1	1609 Duluth Lane	419	\$754.42	7536
0174-502-150	Peterson Ranch	1	1613 Duluth Lane	420	\$754.42	7536
0174-502-140	Peterson Ranch	1	1617 Duluth Lane	421	\$754.42	7536
0174-502-130	Peterson Ranch	1	1621 Duluth Lane	422	\$754.42	7536
0174-502-120	Peterson Ranch	1	1625 Duluth Lane	423	\$754.42	7536
0174-502-110	Peterson Ranch	1	1629 Duluth Lane	424	\$754.42	7536
0174-502-100	Peterson Ranch	1	1633 Duluth Lane	425	\$754.42	7536
0174-502-090	Peterson Ranch	1	1632 Harrisburg Lane	426	\$754.42	7536
0174-502-080	Peterson Ranch	1	1628 Harrisburg Lane	427	\$754.42	7536
0174-502-070	Peterson Ranch	1	1624 Harrisburg Lane	428	\$754.42	7536
0174-502-060	Peterson Ranch	1	1620 Harrisburg Lane	429	\$754.42	7536

0174-502-050	Peterson Ranch	1	1616 Harrisburg Lane	430	\$754.42	7536
0174-502-040	Peterson Ranch	1	1612 Harrisburg Lane	431	\$754.42	7536
0174-502-030	Peterson Ranch	1	1608 Harrisburg Lane	432	\$754.42	7536
0174-502-020	Peterson Ranch	1	1604 Harrisburg Lane	433	\$754.42	7536
0174-502-010	Peterson Ranch	1	1600 Harrisburg Lane	434	\$754.42	7536
0174-501-200	Peterson Ranch	1	1601 Harrisburg Lane	435	\$754.42	7536
0174-501-190	Peterson Ranch	1	1605 Harrisburg Lane	436	\$754.42	7536
0174-501-180	Peterson Ranch	1	1609 Harrisbur. Lane	437	\$754.42	7536
0174-501-170	Peterson Ranch	1	1613 Harrisburg Lane	438	\$754.42	7536
0174-501-160	Peterson Ranch	1	1617 Harrisburg Lane	439	\$754.42	7536
0174-501-150	Peterson Ranch	1	1621 Harrisburg Lane	440	\$754.42	7536
0174-501-140	Peterson Ranch	1	1625 Harrisburg Lane	441	\$754.42	7536
0174-501-130	Peterson Ranch	1	1629 Harrisburg Lane	442	\$754.42	7536
0174-501-120	Peterson Ranch	1	1633 Harrisburg Lane	443	\$754.42	7536
0174-501-110	Peterson Ranch	1	1637 Harrisburg Lane	444	\$754.42	7536
0174-501-100	Peterson Ranch	1	1636 Savannah Lane	445	\$754.42	7536
0174-501-090	Peterson Ranch	1	1632 Savannah Lane	446	\$754.42	7536
0174-501-080	Peterson Ranch	1	1628 Savannah Lane	447	\$754.42	7536
0174-501-070	Peterson Ranch	1	1624 Savannah Lane	448	\$754.42	7536
0174-501-060	Peterson Ranch	1	1620 Savannah Lane	449	\$754.42	7536
0174-501-050	Peterson Ranch	1	1616 Savannah Lane	450	\$754.42	7536
0174-501-040	Peterson Ranch	1	1612 Savannah Lane	451	\$754.42	7536
0174-501-030	Peterson Ranch	1	1608 Savannah Lane	452	\$754.42	7536
0174-501-020	Peterson Ranch	1	1604 Savannah Lane	453	\$754.42	7536
0174-501-010	Peterson Ranch	1	1600 Savannah Lane	454	\$754.42	7536
0174-482-080	Peterson Ranch	1	1609 Savannah Lane	455	\$754.42	7536
0174-482-070	Peterson Ranch	1	1613 Savannah Lane	456	\$754.42	7536
0174-482-060	Peterson Ranch	1	1617 Savannah Lane	457	\$754.42	7536
0174-482-050	Peterson Ranch	1	1621 Savannah Lane	458	\$754.42	7536
0174-482-040	Peterson Ranch	1	1625 Savannah Lane	459	\$754.42	7536
0174-482-030	Peterson Ranch	1	1629 Savannah Lane	460	\$754.42	7536
0174-482-020	Peterson Ranch	1	1633 Savannah Lane	461	\$754.42	7536
0174-482-010	Peterson Ranch	1	1637 Savannah Lane	462	\$754.42	7536
0174-482-200	Peterson Ranch	1	1677 Duluth Lane	463	\$754.42	7536
0174-482-190	Peterson Ranch	1	1681 Duluth Lane	464	\$754.42	7536
0174-482-180	Peterson Ranch	1	1685 Duluth Lane	465	\$754.42	7536
0174-482-170	Peterson Ranch	1	1689 Duluth Lane	466	\$754.42	7536
0174-482-160	Peterson Ranch	1	1658 Youngstown Lane	467	\$754.42	7536
0174-482-150	Peterson Ranch	1	1654 Youngstown Lane	468	\$754.42	7536
0174-482-140	Peterson Ranch	1	1650 Youngstown Lane	469	\$754.42	7536
0174-482-130	Peterson Ranch	1	1646 Youngstown Lane	470	\$754.42	7536
0174-482-120	Peterson Ranch	1	1642 Youngstown Lane	471	\$754.42	7536
0174-482-110	Peterson Ranch	1	1638 Youngstown Lane	472	\$754.42	7536
0174-482-100	Peterson Ranch	1	1634 Youngstown Lane	473	\$754.42	7536
0174-482-090	Peterson Ranch	1	1630 Youngstown Lane	474	\$754.42	7536
0174-503-010	Peterson Ranch	1	1636 Duluth Lane	475	\$754.42	7536
0174-503-020	Peterson Ranch	1	1640 Duluth Lane	476	\$754.42	7536

0174-503-030	Peterson Ranch	1	1644 Duluth Lane	477	\$754.42	7536
0174-503-040	Peterson Ranch	1	1648 Duluth Lane	478	\$754.42	7536
0174-503-050	Peterson Ranch	1	1652 Duluth Lane	479	\$754.42	7536
0174-503-060	Peterson Ranch	1	1656 Duluth Lane	480	\$754.42	7536
0174-503-070	Peterson Ranch	1	1660 Duluth Lane	481	\$754.42	7536
0174-503-080	Peterson Ranch	1	1664 Duluth Lane	482	\$754.42	7536
0174-503-090	Peterson Ranch	1	1668 Duluth Lane	483	\$754.42	7536
0174-481-010	Peterson Ranch	1	1672 Duluth Lane	484	\$754.42	7536
0174-481-020	Peterson Ranch	1	1676 Duluth Lane	485	\$754.42	7536
0174-481-030	Peterson Ranch	1	1680 Duluth Lane	486	\$754.42	7536
0174-481-040	Peterson Ranch	1	1684 Duluth Lane	487	\$754.42	7536
0174-481-050	Peterson Ranch	1	1688 Duluth Lane	488	\$754.42	7536
0174-481-060	Peterson Ranch	1	1692 Duluth Lane	489	\$754.42	7536
0174-481-070	Peterson Ranch	1	1696 Duluth Lane	490	\$754.42	7536
0174-481-080	Peterson Ranch	1	1673 Youngstown Lane	491	\$754.42	7536
0174-481-090	Peterson Ranch	1	1669 Youngstown Lane	492	\$754.42	7536
0174-481-100	Peterson Ranch	1	1665 Youngstown Lane	493	\$754.42	7536
0174-481-110	Peterson Ranch	1	1661 Youngstown Lane	494	\$754.42	7536
0174-481-120	Peterson Ranch	1	1657 Youngstown Lane	495	\$754.42	7536
0174-481-130	Peterson Ranch	1	1653 Youngstown Lane	496	\$754.42	7536
0174-481-140	Peterson Ranch	1	1649 Youngstown Lane	497	\$754.42	7536
0174-481-150	Peterson Ranch	1	1645 Youngstown Lane	498	\$754.42	7536
0174-481-160	Peterson Ranch	1	1641 Youngstown Lane	499	\$754.42	7536
0174-481-170	Peterson Ranch	1	1637 Youngstown Lane	500	\$754.42	7536
0174-481-180	Peterson Ranch	1	1633 Youngstown Lane	501	\$754.42	7536
0174-481-190	Peterson Ranch	1	1629 Youngstown Lane	502	\$754.42	7536
0174-481-200	Peterson Ranch	1	1625 Youngstown Lane	503	\$754.42	7536
0174-481-210	Peterson Ranch	1	1621 Youngstown Lane	504	\$754.42	7536
0174-481-220	Peterson Ranch	1	1617 Youngstown Lane	505	\$754.42	7536
0174-481-230	Peterson Ranch	1	1613 Youngstown Lane	506	\$754.42	7536
0174-481-240	Peterson Ranch	1	1609 Youngstown Lane	507	\$754.42	7536
0174-481-250	Peterson Ranch	1	1605 Youngstown Lane	508	\$754.42	7536
0174-481-260	Peterson Ranch	1	1601 Youngstown Lane	509	\$754.42	7536
0174-492-080	Peterson Ranch	1	1700 Carswell Lane	510	\$754.42	7536
0174-492-070	Peterson Ranch	1	1704 Carswell Lane	511	\$754.42	7536
0174-492-060	Peterson Ranch	1	1708 Carswell Lane	512	\$754.42	7536
0174-492-050	Peterson Ranch	1	1712 Carswell Lane	513	\$754.42	7536
0174-492-040	Peterson Ranch	1	1713 Westover Lane	514	\$754.42	7536
0174-492-030	Peterson Ranch	1	1709 Westover Lane	515	\$754.42	7536
0174-492-020	Peterson Ranch	1	1705 Westover Lane	516	\$754.42	7536
0174-492-010	Peterson Ranch	1	1701 Westover Lane	517	\$754.42	7536
0174-491-320	Peterson Ranch	1	1700 Westover Lane	518	\$754.42	7536
0174-491-310	Peterson Ranch	1	1704 Westover Lane	519	\$754.42	7536
0174-491-300	Peterson Ranch	1	1708 Westover Lane	520	\$754.42	7536
0174-491-290	Peterson Ranch	1	1712 Westover Lane	521	\$754.42	7536
0174-491-280	Peterson Ranch	1	1752 Carswell Court	522	\$754.42	7536
0174-491-270	Peterson Ranch	1	1756 Carswell Court	523	\$754.42	7536

0174-491-260	Peterson Ranch	1	1760 Carswell Court	524	\$754.42	7536
0174-491-250	Peterson Ranch	1	1764 Carswell Court	525	\$754.42	7536
0174-491-240	Peterson Ranch	1	1768 Carswell Court	526	\$754.42	7536
0174-491-230	Peterson Ranch	1	1772 Carswell Court	527	\$754.42	7536
0174-491-220	Peterson Ranch	1	1776 Carswell Court	528	\$754.42	7536
0174-491-210	Peterson Ranch	1	1780 Carswell Court	529	\$754.42	7536
0174-491-200	Peterson Ranch	1	1784 Carswell Court	530	\$754.42	7536
0174-491-190	Peterson Ranch	1	1788 Carswell Court	531	\$754.42	7536
0174-491-170	Peterson Ranch	1	1792 Carswell Court	532	\$754.42	7536
0174-491-160	Peterson Ranch	1	1796 Carswell Court	533	\$754.42	7536
0174-491-150	Peterson Ranch	1	1795 Carswell Court	534	\$754.42	7536
0174-491-140	Peterson Ranch	1	1791 Carswell Court	535	\$754.42	7536
0174-491-130	Peterson Ranch	1	1787 Carswell Court	536	\$754.42	7536
0174-491-120	Peterson Ranch	1	1783 Carswell Court	537	\$754.42	7536
0174-491-110	Peterson Ranch	1	1779 Carswell Court	538	\$754.42	7536
0174-491-100	Peterson Ranch	1	1775 Carswell Court	539	\$754.42	7536
0174-491-090	Peterson Ranch	1	1753 Carswell Court	540	\$754.42	7536
0174-491-080	Peterson Ranch	1	1749 Carswell Court	541	\$754.42	7536
0174-491-070	Peterson Ranch	1	1745 Carswell Court	542	\$754.42	7536
0174-491-060	Peterson Ranch	1	1741 Carswell Lane	543	\$754.42	7536
0174-491-050	Peterson Ranch	1	1737 Carswell Lane	544	\$754.42	7536
0174-491-040	Peterson Ranch	1	1733 Carswell Lane	545	\$754.42	7536
0174-491-030	Peterson Ranch	1	1729 Carswell Lane	546	\$754.42	7536
0174-491-020	Peterson Ranch	1	1725 Carswell Lane	547	\$754.42	7536
0174-491-010	Peterson Ranch	1	1721 Carswell Lane	548	\$754.42	7536
0037-370-270	Summerwood	1	197 Summertime Lane	24	\$754.42	7536
0037-370-260	Summerwood	1	193 Summertime Lane	25	\$754.42	7536
0037-370-250	Summerwood	1	189 Summertime Lane	26	\$754.42	7536
0037-370-240	Summerwood	1	185 Summertime Lane	27	\$754.42	7536
0037-370-230	Summerwood	1	181 Summertime Lane	28	\$754.42	7536
0037-370-210	Summerwood	1	177 Summertime Lane	29	\$754.42	7537
0037-370-200	Summerwood	1	173 Summertime Lane	30	\$754.42	7538
0037-370-190	Summerwood	1	169 Summertime Lane	31	\$754.42	7539
0037-370-180	Summerwood	1	165 Summertime Lane	32	\$754.42	7540
0037-370-170	Summerwood	1	161 Summertime Lane	33	\$754.42	7541
0037-370-150	Summerwood	1	157 Summertime Lane	34	\$754.42	7542
0037-370-140	Summerwood	1	153 Summertime Lane	35	\$754.42	7543
0037-370-130	Summerwood	1	149 Summertime Lane	36	\$754.42	7544
0037-370-120	Summerwood	1	145 Summertime Lane	37	\$754.42	7545
0037-370-110	Summerwood	1	141 Summertime Lane	38	\$754.42	7546
0037-360-240	Summerwood	1	137 Summertime Lane	39	\$754.42	7536
0037-360-230	Summerwood	1	133 Summertime Lane	40	\$754.42	7536
0037-360-210	Summerwood	1	129 Summertime Lane	41	\$754.42	7536
0037-360-190	Summerwood	1	125 Summertime Lane	42	\$754.42	7536
0037-360-200	Summerwood	1	121 Summertime Lane	43	\$754.42	7536
0037-360-170	Summerwood	1	117 Summertime Lane	44	\$754.42	7536
0037-360-160	Summerwood	1	113 Summertime Lane	45	\$754.42	7536

0037-360-140	Summerwood	1	109 Summertime Lane	46	\$754.42	7536
0037-360-110	Summerwood	1	105 Summertime Lane	47	\$754.42	7536
0037-360-120	Summerwood	1	101 Summertime Lane	48	\$754.42	7536
0037-360-100	Summerwood	1	123 Sunshine Street	49	\$754.42	7536
0037-360-090	Summerwood	1	119 Sunshine Street	50	\$754.42	7536
0037-360-070	Summerwood	1	115 Sunshine Street	51	\$754.42	7536
0037-360-060	Summerwood	1	111 Sunshine Street	52	\$754.42	7536
0037-360-020	Summerwood	1	116 Sunshine Street	53	\$754.42	7536
0037-360-270	Summerwood	1	127 Sunshine Street	54	\$754.42	7356
0037-370-010	Summerwood	1	131 Sunshine Street	55	\$754.42	7356
0037-370-020	Summerwood	1	135 Sunshine Street	56	\$754.42	7356
0037-210-040	Cottonwood Creek Apts.	94	202 Railroad Avenue	N/A	\$26,592.49	7536
0173-670-320	Rick's Auto Spa	4,100 Sq Ft	1101 Anderson Drive	N/A	\$3,017.68	7536
0174-170-090	Four Seasons Storage	21,000 Sq Ft	1600 Petersen Road	N/A	\$91,284.82	7536
0032-061-020	Waterfront Hotel	64,200 Sq Ft	2 Harbor Center	N/A	\$48,282.88	7536
0032-141-150	Harbor Square	41,900 Sq Ft	700 Main Street	N/A	\$31,685.64	7536
Total CFD No. 2					\$385,293.69	7536

EXHIBIT B
BUDGET OVERVIEW - CFD No. 2 & TAX ZONES 1, 2, 3 & 5

CFD No. 2		
	FY12	FY13
Total Est. Income	\$ 373,000.00	\$ 385,600.00
Total Est. Expenses	\$ 373,000.00	\$ 385,600.00
Ending Balance	\$ -	\$ -

TAX ZONE #1 - AMBERWOOD		
	FY12	FY13
Beginning Balance	\$ 42,800.00	\$ 47,000.00
Total Est. Income	\$ 13,200.00	\$ 13,400.00
Total Est. Expenses	\$ 10,600.00	\$ 10,600.00
Contingency	\$ 40,000.00	\$ 49,800.00
Ending Balance	\$ 5,400.00	\$ -

TAX ZONE #2 - McCoy Creek		
	FY12	FY13
Beginning Balance	\$ 5,300.00	\$ 6,700.00
Total Est. Income	\$ 3,800.00	\$ 3,900.00
Total Est. Expenses	\$ 3,000.00	\$ 7,000.00
Contingency	\$ -	\$ 3,600.00
Ending Balance	\$ 6,100.00	\$ -

TAX ZONE #3 - Peterson Ranch		
	FY12	FY13
Beginning Balance	\$ 23,600.00	\$ 28,300.00
Total Est. Income	\$ 6,100.00	\$ 6,200.00
Total Est. Expenses	\$ 1,200.00	\$ 33,425.00
Contingency		\$ 1,075.00
Ending Balance	\$ 28,500.00	\$ -

TAX ZONE #5 - Summerwood		
	FY12	FY13
Beginning Balance	\$ 4,700.00	\$ 7,300.00
Total Est. Income	\$ 4,800.00	\$ 5,000.00
Total Est. Expenses	\$ 4,600.00	\$ 6,800.00
Contingency		\$ 5,500.00
Ending Balance	\$ 4,900.00	\$ -

AGENDA TRANSMITTAL

MEETING DATE: July 17, 2012

CITY AGENDA ITEM: Setting Ad Valorem Tax Rates for Voter-Approved Debt Service Issues:

- a. Adopt Council Resolution No. 2012-___: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for FY 2012-13; and
 - b. Adopt Council Resolution No. 2012-___: Approving the Debt Service Rate for the Highway 12 Bond Issue for FY 2012-13.
-

FISCAL IMPACT: The proposed rates for FY 2012-13 to make the debt service payments for these two voter-approved bond issues would be 0.000345 per \$100 Assessed Valuation (AV) for the North Bay Aqueduct (NBA); and 0.019090 per \$100 AV for Highway 12 (SR12). As indicated in the attached table and chart, the NBA levy would go down by \$0.012517 per \$100 or decrease by about \$31.29 per year on a home with an AV of \$250,000. The decrease in the debt service rate for North Bay Aqueduct is a result of additional voter debt money received upon the dissolution of the Redevelopment Agency. The SR12 levy would go up by 0.000485 per \$100 AV or an increase \$1.21 per year on a home with an AV of \$250,000. *The net would be a decrease of about \$30.08 per year on a home with an AV of \$250,000.*

STAFF REPORT: Each year the City Council is required to establish the *ad valorem* property tax rates to be levied on the properties that benefit from the voter-approved bond issues for the acquisition of water from the North Bay Aqueduct and Highway 12 Improvement Bonds. These tax proceeds are used to make annual debt service payments on these two bond issues. Staff uses the Preliminary 2012-2013 Assessed Valuations Estimates provided by Solano County to calculate the levy, because the actual assessed valuations are not available in time to meet legal deadlines for submitting the tax rate to the County. There is an inverse relationship between the assessed values and the tax rates needed to generate the funds necessary to make the annual bond payments. In other words, when assessed values (AVs) go up, the tax rate will go down while still generating the needed revenue. When AVs go down, the tax levy must go up in order to generate the amount needed for bond payments.

STAFF RECOMMENDATION: It is recommended that the City Council:

1. Adopt Resolution No. 2012-___: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for FY 2012-13; and
 2. Adopt Resolution No. 2012-___: Approving the Debt Service Rate for the Highway 12 Bond Issue for FY 2012-13.
-

ATTACHMENTS:

1. Table and Chart Showing Property Tax Rates for NBA and Highway 12 Bonded Indebtedness, FY 2003 through FY 2013 (proposed).
 2. Resolution No. 2012-___: Approving the Debt Service Rate for the North Bay Aqueduct Bond Issue for FY 2012-13.
 3. Resolution No. 2012-___: Approving the Debt Service Rate for the Highway 12 Bond Issue for FY 2012-13.
-

PREPARED BY:

Elizabeth Luna, Senior Accountant

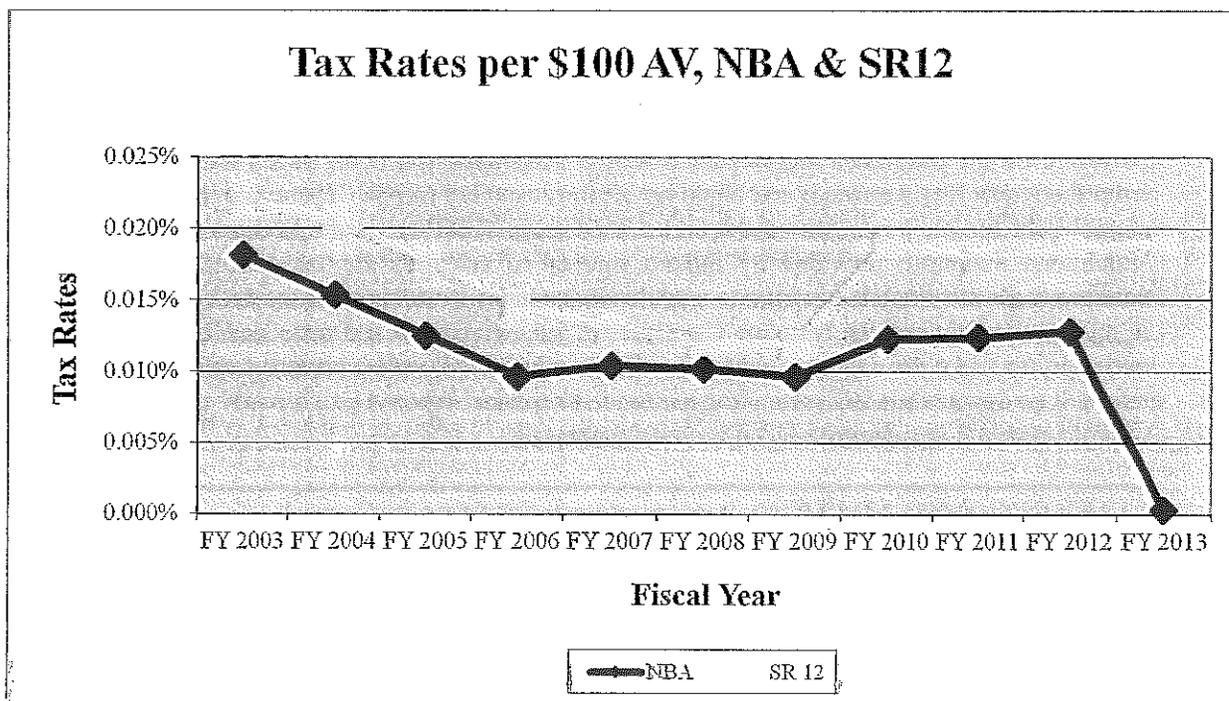
REVIEWED/APPROVED BY:

Ronald C. Anderson, Jr., Assistant City Manager

Suzanne Bragdon, City Manager

Property Tax Rates for NBA and Highway 12 Bonded Indebtedness
Rates per \$100 of Assessed Valuation (AV)

<u>Fiscal Year</u>	<u>NBA</u>	<u>SR 12</u>
FY 2003	0.018222%	0.021824%
FY 2004	0.015382%	0.020736%
FY 2005	0.012563%	0.017775%
FY 2006	0.009701%	0.014788%
FY 2007	0.010465%	0.012960%
FY 2008	0.010228%	0.012030%
FY 2009	0.009704%	0.011937%
FY 2010	0.012328%	0.019064%
FY 2011	0.012448%	0.017766%
FY 2012	0.012862%	0.018605%
FY 2013	0.000345%	0.019090%



RESOLUTION NO. 2012-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE DEBT SERVICE RATE FOR THE NORTH BAY AQUEDUCT
BOND ISSUE FOR FISCAL YEAR 2012-13**

WHEREAS, on October 22, 1985, the City of Suisun City entered into an agreement with the Solano County Flood Control and Water Conservation District for the purpose of obtaining an additional water supply up to a maximum of 1,300 acre-feet per annum from the State's North Bay Aqueduct project; and

WHEREAS, under the agreement, the City is required to make annual payments to the District for the District's costs associated with wheeling that water until the agreement matures in July 1, 2036; and

WHEREAS, the City is obligated to make these interest-free payments to District by levying a zone of benefit property tax; and

WHEREAS, City has made the necessary calculations and has determined the correct tax rate for FY 2012-13 is \$0.000345 per \$100.00 of assessed valuation.

NOW, THEREFORE, BE IT RESOLVED that the City of Suisun City Council does hereby approve the rate of Debt Service designated in the number of cents upon each \$100.00 of the full cash value of the property in the City of Suisun City, as equalized and returned to this City Council by the Auditor of Solano County, to raise the amount of money necessary to pay the FY 2012-13 indebtedness for the North Bay Aqueduct which rate is \$0.000345 per \$100.00 of assessed valuation; and

BE IT ALSO RESOLVED that the City Clerk is hereby directed to transmit a certified copy of this Resolution to the County Auditor as soon as possible, and to post three (3) copies thereof in the three (3) places designated by ordinance for posting in the City.

PASSED AND ADOPTED at a regular meeting of the Suisun City Council, duly noticed and held on Tuesday the 17th day of July 2012 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of July 2012.

Linda Hobson, CMC
City Clerk

NORTH BAY AQUEDUCT - Fund 079

Calculation of Voter Approved Debt for 2012-13

(Using schedules provided by the Solano County Auditor-Controller)

	<u>Unsecured</u>	<u>Secured</u>	<u>Total</u>
Net Values (Less H.O.)	22,962,639	1,609,081,737	1,632,044,376
SBE Values	-	434,009	434,009
Subtotal	<u>22,962,639</u>	<u>1,609,515,746</u>	<u>1,632,478,385</u>
Less: 2% Delinquency	(459,253)		(459,253)
.25% Delinquency		(4,023,789)	(4,023,789)
Redevelopment	-	-	-
Add: Homeowners	-	28,131,600	28,131,600
Adjusted Net Values	<u>22,503,386</u>	<u>1,633,623,557</u>	<u>1,656,126,943</u>
 Tax Rates *	<u>0.012862%</u>	<u>0.000345%</u>	
 Amount of Taxes	\$ 2,894	\$ 5,629	\$ 8,524

<u>Amount Needed</u>	<u>\$ 84,579</u>
Current Reserves	76,055
Interest	-
Secured Taxes	5,629
Unsecured Taxes	<u>2,894</u>
Total	<u>84,579</u>

Variance -

Payments to be Made in 2012-2013

Principal	76,890
Interest	-
Others	
Required Reserve	<u>7,689</u>
Total	<u>84,579</u>

* The Previous Years Secured Rate is the Current Years Unsecured Rate

RESOLUTION NO. 2012-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE DEBT SERVICE RATE FOR THE HIGHWAY 12 BOND ISSUE
FOR FISCAL YEAR 2012-13**

WHEREAS, in 1995, the City of Suisun City issued \$4.25 million in voter-approved general obligation bonds for the purpose of financing costs of widening that portion of California Highway 12 located within the City; and

WHEREAS, the City is obligated to calculate the annual levy on the assessed valuation of property within the City subject to taxation, until the bonds mature in 2019; and

WHEREAS, the City has determined that the 2012/13 fiscal year tax rate is \$0.019090 per \$100.00 of assessed valuation.

NOW, THEREFORE, BE IT RESOLVED that the City of Suisun City Council does hereby approve the rate of Debt Service designated in the number of cents upon each \$100.00 of the full cash value of the property in the City of Suisun City, as equalized and returned to this City Council by the Auditor of Solano County, to raise the amount of money necessary to pay the FY 2012-13 indebtedness for the Highway 12 Bond which rate is \$0.019090 per \$100.00 of assessed valuation; and

BE IT ALSO RESOLVED that the City Clerk is hereby directed to transmit a certified copy of this Resolution to the County Auditor as soon as possible, and to post three (3) copies thereof in the three (3) places designated by ordinance for posting in the City.

PASSED AND ADOPTED at a regular meeting of the Suisun City Council, duly noticed and held on Tuesday the 17th day of July 2012 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of July 2012.

Linda Hobson, CMC
City Clerk

HIGHWAY 12 IMPROVEMENT BOND - FUND 324

Calculation of Voter Approved Debt for 2012-2013

(Using schedules provided by the Solano County Auditor-Controller)

	<u>Unsecured</u>	<u>Secured</u>	<u>Total</u>
Net Values (Less H.O.)	22,962,639	1,607,029,263	1,629,991,902
SBE Values	-	434,009	434,009
Subtotal	<u>22,962,639</u>	<u>1,607,463,272</u>	<u>1,630,425,911</u>
Less: 2% Delinquency	(459,253)		(459,253)
.25% Delinquency		(4,018,658)	(4,018,658)
			-
Add: Homeowners	-	28,103,600	28,103,600
Adjusted Net Values	<u>22,503,386</u>	<u>1,631,548,214</u>	<u>1,654,051,600</u>
Tax Rates *	<u>0.018605%</u>	<u>0.019090%</u>	
Amount of Taxes	<u>\$ 4,187</u>	<u>\$ 311,470</u>	<u>\$ 315,656</u>

Amount Needed

	<u>\$ 323,738</u>
Current Reserves	8,082
Interest	-
Secured Taxes	311,470
Unsecured Taxes	<u>4,187</u>
Total	<u>323,738</u>

Variance

-

Payments to be Made in 2012-13

Principal	225,000
Interest	93,357
Bond Services	2,500
Required Reserves	<u>2,881</u>
Total	<u>323,738</u>

* The Previous Years Secured Rate is the Current Years Unsecured Rate

AGENDA TRANSMITTAL

MEETING DATE: July 17, 2012

CITY AGENDA ITEM: Council Adoption of Resolutions Adjusting Employee Pay and Benefits:

- a. Council Adoption of Resolution No. 2012-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City; and
 - b. Council Adoption of Resolution No. 2012-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City; and
 - c. Council Adoption of Resolution No. 2012-___: Authorizing Unrepresented Executive Management and Confidential Employees to Receive Pay and Benefits Comparable to those Received by Represented Employees; and
 - d. Council Adoption of Resolution No. 2012-___: Amending the Salary Resolution No. 2012-54 to Adjust Salaries of Employees Covered by the Two Approved Memorandums of Understanding, as well as for Unrepresented Employees.
-

FISCAL IMPACT: These resolutions would decrease pay for all affected permanent full-time job classes by 5.0 percent, which would result in savings of \$275,500 in the General Fund. The adopted FY 2012-13 Annual Budget assumes that these adjustments will be approved by the City Council.

BACKGROUND: At the first Budget Workshop held on September 20, 2011, at the second Budget Workshop held on November 15, 2011, at the Mid-Year Fiscal Review held on February 7, 2012, and at the FY 2012-13 Annual Budget Workshop, the City Council provided direction to staff to seek concessions from the employees that would help address the General Fund budget shortfall originally estimated to be \$1.4 million. As the full impact of the state's actions to eliminate the Redevelopment Agency became clear, the ultimate General Fund budget shortfall grew to \$2.04 million.

The original target for employee concessions was 10% beginning on March 1, 2012. The City Council insisted that these concessions be equitable and across-the-board, including the City Council. Through the efforts of the City Council, City staff, and all of the bargaining groups except for the Suisun City Police Officers' Association (SCPOA), the budget balancing model only required a 5.0 percent concession beginning on July 6, 2012. Staff continues to meet and confer with SCPOA regarding how to apply the 5.0 percent reduction to that bargaining group.

PREPARED BY:

Ronald C. Anderson, Jr., Assistant City Manager

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

STAFF REPORT: Adoption of the attached resolutions would implement the across-the-board concessions assumed in the FY 2012-13 Annual Budget. For Executive Management, Confidential Management, Confidential Non-Management, Suisun City Management & Professional Employee's Association (SCMPEA), and the Suisun City Employees' Association (SCEA) the following would apply:

- A 5.0 percent pay cut beginning July 6, 2012.
- Freeze on cashing out Holiday Leave.
- Limit of 32 per year on cashing out Compensatory Time Off.

Staff continues to meet and confer with SCPOA regarding how to apply the 5.0 percent reduction to that bargaining group. The attached Memorandums of Understanding (MOU) with SCMPEA and SCEA would provide for an opener, if the MOU with SCPOA is approved with terms that are more advantageous for the employees than the MOUs for SCMPEA or SCEA.

RECOMMENDATION: It is recommended that the City Council adopt:

1. Resolution No. 2012-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City; and
2. Resolution No. 2012-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City; and
3. Resolution No. 2012-___: Authorizing Unrepresented Executive Management and Confidential Employees to Receive Pay and Benefits Comparable to those Received by Represented Employees; and
4. Resolution No. 2012-___: Amending the Salary Resolution No. 2012-54 to Adjust Salaries of Employees Covered by the Two Approved Memorandums of Understanding, as well as for Unrepresented Employees.

ATTACHMENTS:

1. Resolution No. 2012-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Employees' Association (SCEA) and Authorizing the City Manager to Execute it on Behalf of the City.
2. Resolution No. 2012-___: Approving the Memorandum of Understanding (MOU) with the Suisun City Management and Professional Employees' Association (SCMPEA) and Authorizing the City Manager to Execute it on Behalf of the City.
3. Resolution No. 2012-___: Authorizing Unrepresented Executive Management and Confidential Employees to Receive Pay and Benefits Comparable to those Received by Represented Employees.
4. Resolution No. 2012-___: Amending the Salary Resolution No. 2012-54 to Adjust Salaries of Employees Covered by the Two Approved Memorandums of Understanding, as well as for Unrepresented Employees.

RESOLUTION NO. 2012-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE SUISUN CITY EMPLOYEES' ASSOCIATION**

WHEREAS, the City has met and conferred in good faith with Suisun City Employees' Association and has agreed to a Memorandum of Understanding for the period from July 1, 2012, through December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun that the amended Memorandum of Understanding with the Suisun City Employees' Association is hereby approved; and that the City Manager is authorized to execute the MOU on the City's behalf.

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 17th day of July, 2012 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of July, 2012.

Linda Hobson, CMC
City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY EMPLOYEES ASSOCIATION
SEIU LOCAL 1021 AFL-CIO CLC**

**July 1, 2012
through
December 31, 2013**

July 17, 2012

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY EMPLOYEES ASSOCIATION
SEIU LOCAL 1021 AFL-CIO CLC**

This Memorandum of Understanding is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and SUISUN CITY EMPLOYEES' ASSOCIATION, Service Employees International Union Local 1021, (hereinafter "SCEA"), a formally recognized employee organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*).

The Parties agree that this Memorandum of Understanding (hereinafter "Agreement") shall be submitted to the City Council of the City of Suisun City with the joint recommendation of the designated representatives of the Parties that the City Council approve the Agreement and take any additional action as may be necessary to implement its provisions.

The City agrees to give reasonable written notice to SCEA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation, and shall give SCEA the opportunity to meet and confer with respect thereto.

The Parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below. The City agrees that there shall be no other negotiations for represented workers beyond this Agreement.

The Parties agree as follows:

ARTICLE I – CITY RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.

2. Regardless of any provision contained in this Agreement or which may be inferred from this Agreement, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:

- A. The right to hire and fire.
- B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.
- C. The right to set standards of service and municipal fees and charges.
- D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this Agreement.
- E. The right to direct its Employees.

- F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.
- G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.
- H. The right to maintain the efficiency of governmental operations.
- I. The right to determine the methods, means, and staffing to conduct governmental operations.
- J. The right to determine and re-determine job content and job classifications.
- K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current SCEA members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.
- L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.
- M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE II – EMPLOYEE RIGHTS

Subject to the provisions of Resolution No. 74-33, Employees of the City shall have the right to form, join, and participate in the activities of a Recognized Employee Organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of Recognized Employee Organizations.

ARTICLE III – PERSONNEL RULES AND REGULATIONS

Administrative Directive – AD 7, the City’s Personnel Rules and Regulations (hereinafter “Personnel Rules”), was approved by City Council Resolution No. 2011-52 on June 7, 2011. It is included as Exhibit A and incorporated into this Agreement by this reference. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCEA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules.

ARTICLE IV - RECOGNITION

1. Job Classes Represented. The City recognizes SCEA as the exclusive representative for the general employees bargaining unit consisting of the following Permanent, Non-Sworn, non-Professional/Technical, non-Management job classes which should properly be assigned to this bargaining unit by the City, such exclusive representation being subject to and qualified by Employee rights under applicable local, state, and federal law to be represented by the Recognized Employee Organization of their choice:

Represented Job Classes

Computer Technician

Building Inspector I/II-II

Public Works Inspector

Youth Services Specialist

Senior Communications & Records Specialist

Building Inspector I-II-I

Recreation Supervisor

Housing Specialist I/II-II

Communications & Records Specialist I/II-II

Housing Specialist I/II-I

Administrative Assistant II

Recreation Coordinator

Senior Account Clerk

Senior Maintenance Worker

Fleet Mechanic

Communications & Records Specialist I/II-I

Administrative Assistant I

Maintenance Worker I/II-II

Community Services Officer I/II-II

Maintenance Worker I/II-I

Building Maintenance Worker I/II-II

Community Services Officer I/II-I

Account Clerk I/II-II

Office Assistant

Building Maintenance Worker I/II-I

Account Clerk I/II-I

Bold denotes benchmark classes.

2. Future Additional Job Class Determination. In addition, future additional job classes determined under applicable City Resolutions to be of a Regular, Permanent, Non-Sworn, non-Professional/Technical, and/or non-Management nature shall be represented by SCEA.

3. Temporary/Limited Service Positions. It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by SCEA. Employees who work less than full time are not represented by SCEA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position is subsequently hired into the same job class as a Regular Employee, he/she shall be placed in the step level nearest to but not lower than his/her last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

ARTICLE V – NO DISCRIMINATION

It is agreed that neither SCEA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCEA membership, protected concerted SCEA activity, or refusal to join SCEA.

ARTICLE VI - DUES, FEES, INSURANCE CHECK OFF

1. Payroll Deductions. The City will withhold from the pay of all SCEA members and all new Employees hired after the ratification of this contract an amount equal to the SCEA dues. At the sole discretion of the Employee, the withholding will be applied to SCEA dues, a service fee, or as a donation to a non-profit charitable organization from a list approved by the City. Payment of a service fee does not create an obligation for SCEA membership. Such payroll deductions will be made based on a written request signed by the Employee.

2. Duration. All Employees who are members of the SCEA on the ratification date of this Agreement and all Employees who thereafter become members of the SCEA shall pay dues to the SCEA for the duration of this Agreement unless the Employee chooses to withdraw from SCEA membership during the annual withdrawal period between January 1st and January 15th. During this period, the Employee must present a written request to the SCEA President (or designee) and to the Assistant City Manager.

3. COPE Deductions. Political Action Fund deductions will be made by the City for active SCEA members who have requested in writing that such deductions be made.

ARTICLE VII – ACCESS

1. SCEA Business. All SCEA business will be conducted by Employees and SCEA representatives outside of established working hours. Nothing herein shall be construed to prevent a SCEA representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours.

2. Work Locations. The authorized SCEA Business Agent, if any, shall be given access to work locations during working hours, provided that prior to visiting any work location the SCEA representative notifies the affected Department Head (if only one department is affected) or the Assistant City Manager (if more than one department is affected).

3. Shop Stewards. In addition to the president, two stewards shall be appointed by the SCEA as alternate representatives to assist in resolving workplace issues and other representational duties including but not limited to Grievances.

4. Release Time. The City may grant a total of 16 hours of paid time off for the president and two stewards to attend training scheduled during the Employee's normal working hours. Those hours may be split among the three SCEA officials at SCEA's discretion. The SCEA will be responsible for overseeing the time used and calculating the time remaining. The SCEA must notify the Assistant City Manager with each approved time off request. The SCEA president shall submit written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and SCEA president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.

5. Labor/Management Committee. The City and the SCEA agree to set up a Labor/Management Committee in order to encourage open communication, to promote harmonious relations, and to resolve matters of mutual concern. The committee will meet quarterly or as mutually agreed to by the Parties. The Committee will be composed of one representative from the City, one representative from the SCEA, and the SCEA Business Agent, if any. The meetings are informal and are not intended to be for discussion of issues handled under other provisions herein such as Grievances, disciplinary actions, or collective bargaining negotiations.

ARTICLE VIII – COMPENSATION

1. Salaries. Effective July 1, 2012, the City will provide compensation based upon the hourly rates listed in Exhibit B for all represented job classes. Payments will be made on a bi-weekly basis.

2. Incentive Pay. Upon recommendation of the Department Head and the approval of the City Manager or designee, the City will provide training incentives for special education and certification not already required as part of the Employee’s job classification, and obtained outside the Employee’s working hours. Employees receiving Incentive Pay must maintain certification consistent with the rules of the issuing authority. Failure to do so will result in a suspension of this benefit for a period not to exceed six months. During this suspension period, the Employee must cure the reason for loss of certification, or the suspension shall become permanent.

Similarly, to qualify to receive Certified Arborist Incentive Pay, Heavy Equipment Operator Incentive Pay, Class A Driver Incentive Pay, or Bilingual Incentive Pay, an Employee must be utilizing the applicable certification. Accordingly, if an Employee refuses to perform work requiring that certification, or if the Employee is unable to work, or if the Employee is temporarily disabled, or if the Employee is on modified duty that restricts the Employee from performing such work, the Incentive Pay shall be suspended until the Employee resumes performing the duties for which the Incentive Pay is provided. During the suspension period, the City may temporarily provide Certification Pay to the qualified City Employee who picks up the duties of the Employee whose Certification Pay has been suspended. The maximum number of Employees eligible for such incentives is shown below; said maximum may be exceeded only upon approval of the City Manager.

Authorized Incentive Pay for special education and certifications shall be as follows:

<u>Department</u>	<u>Job Class</u>	<u>Number</u>	<u>Amount</u>
Public Works	Certified Arborist	1	5%
	Certified Heavy Equipment Operator/ Class A Driver	5	5%
	All Employees Covered by Agreement for an AA Degree or Higher	8	3%

One Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the Police Chief), shall be paid Bilingual Incentive Pay of \$50.00 per pay period upon written approval by the City Manager.

One Employee fluent in Spanish, Tagalog or other language, the use of which the City Manager has determined to be of benefit to the City (based on the recommendation of the applicable department director), shall be paid Bilingual Incentive Pay of \$50.00 per pay period upon written approval by the City Manager.

In the case of Bilingual Incentive Pay, fluency shall be certified by a test administered through the Human Resources office. A certified Employee shall request Bilingual Incentive Pay on a form approved by the City Manager.

3. Acting Pay. Employees covered by this Agreement shall receive Acting Pay under the following conditions:

- A. Employees must qualify to receive Acting Pay by acting in the higher job class and performing substantially the full range of duties and responsibilities of the higher job class for a period of two weeks. The qualifying period may be satisfied one full workday at a time.
- B. Employees who have met this requirement after July 1, 2001, and who are recommended by their supervisor and Department Head may be certified as having met the qualifying period.
- C. Employees who are certified to act in a higher job class will receive Acting Pay in an amount of at least 5.0 percent and no more than 10.0 percent of their current salary whenever they act in the higher job class for a minimum of two consecutive weeks while performing substantially the full range of duties and responsibilities of the higher job class.
- D. In order to receive Acting Pay, Employees must meet the minimum qualifications of the higher job class, and Employees may not refuse to perform any duty or responsibility of the higher job class.

ARTICLE IX – RETIREMENT BENEFITS

1. Miscellaneous Employee Benefits. The City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as "Special Compensation".

2. Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City-provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.

3. One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.

4. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

5. Public Agency Retirement Services (hereinafter "PARS"). If SCEA desires to review additional retirement options available from PARS, with the preliminary understanding that such options may be available to represented employees at no cost to the City. It is mutually agreed to meet and confer regarding PARS retirement options, providing SCEA notifies the City by July 1, 2013, of options that are available at no cost to the City that represented members desire to adopt.

ARTICLE X – MEDICAL & DENTAL INSURANCE

1. Core Flex Plan. The City will contribute the following Core Flex Plan amounts toward the monthly premium cost for Employees enrolled in a City-sponsored Core Flex Plan:

<u>Time Period</u>	<u>Employee</u>	<u>Employee + One</u>	<u>Employee + Family</u>
1/1/12 through 12/31/12	\$610.44	\$1220.88	\$1,587.14
1/1/13 through 12/31/13	<<<<	Comparable Current Kaiser Rate	>>>>

2. Flexible Benefit Options. The City agrees to provide a \$300.00 per month Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

3. Restrictions. An Employee may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.

ARTICLE XI – WORKERS’ COMPENSATION COVERAGE

The City shall provide Workers’ Compensation Insurance coverage (hereinafter “Workers’ Comp”) for all Employees through its self-insured program.

ARTICLE XII – STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance. The City shall participate under the State Disability Insurance Program (hereinafter “SDI”) for employees represented by SCEA. This program shall work as follows:

2. Payment of SDI Premiums. SDI premiums shall be paid in full by all participating Employees.

ARTICLE XIII – LIFE INSURANCE AND DEFERRED COMPENSATION

1. Life Insurance. The City agrees to provide a \$200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy’s schedule of benefits.

2. ICMA Deferred Compensation Plan. The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee’s contribution up to \$50.00 per pay period. The City’s match will be contributed to participating Employees on a pay-period basis.

ARTICLE XIV – MILEAGE REIMBURSEMENT

Employees are encouraged to use City vehicles when conducting City business. When the use of private vehicles is required and approved by the Employee’s Department Head, the City shall provide mileage reimbursement at the mileage rate set each November by the Internal Revenue Service (Publication 917). The new rate shall be effective the following January.

ARTICLE XV – UNIFORMS AND UNIFORM ALLOWANCES

1. Uniform Allowances. Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

<u>Job Class</u>	<u>3/15</u>	<u>9/15</u>
Senior Records & Com Specialist	\$250.00	\$250.00
Records & Com Specialist I/II	250.00	250.00
Community Services Officer I/II	250.00	250.00

2. Other Uniforms. During the term of this Agreement, the City shall continue to supply Maintenance Workers with the required uniform components as determined by the Building & Public Works Director in a written departmental policy.

ARTICLE XVI – HOURS OF WORK

1. Attendance. Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.

2. Work Schedules. At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:

- A. A 40.0-hour workweek consisting of five consecutive 8.0-hour days in a seven-day period (hereinafter “5/40”), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.
- B. An Alternative Work Schedule, such as four consecutive 10.0-hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter “4/10”), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter “9/80”), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.
- E. Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.
- F. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.
- G. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City’s needs and the Employee works a full schedule or makes up the shortfall with paid leave.

All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and CTO) shall be charged to the Employee’s paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Administrative Assistant is off sick on a 9.0-hour day, that Employee’s Sick Leave balance would be reduced by 9.0 hours for that absence. Similarly, if a Holiday falls on a

9.0-hour Workday, the Employee would receive 8.0 hours of Holiday Time Off and the balance of 1.0 hour may be made up through use of Vacation Leave, Holiday Leave, or CTO. Sick Leave may not be used to make up for Holiday Time Off shortfalls.

3. Conflict with FLSA. The City and SCEA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

4. Breaks. All Employees shall be entitled to receive a 15.0 minute break for every 4.0 hours of work or major fraction thereof.

ARTICLE XVII – OVERTIME AND COMPENSATORY TIME OFF

The following procedures shall apply to Overtime and Compensatory Time Off (hereinafter “CTO”):

1. 5/40 Work Schedule. For all Employees assigned to a 5/40 work schedule, all work performed in excess of 40.0 hours in a workweek or 8.0 hours in a day, that was approved in advance by the Department Head (except emergency Overtime associated with a Call Out), shall be paid at one and one-half times the Employee's regular pay.

2. Alternative Work Schedules. Employees on a 4/10 or a 9/80 Alternative Work Schedule shall not be eligible for Overtime until they have worked a full scheduled Workday.

3. Employee-Requested Flex-Time. In the event of pre-approved, Employee-requested flex-time, Employees shall not be eligible for Overtime until they have worked a full scheduled workweek.

4. Paid Leave Considered Hours Worked. For purposes of Overtime computation, all paid time including Sick Leave, Vacation Leave, Holiday, and CTO shall be considered hours worked.

5. Overtime Credited as CTO. Except as provided in Section 6 of this Article, Overtime worked may be credited as CTO or be paid as Overtime at the discretion of the Employee. CTO will be credited at a rate of one and one-half times the Overtime hours worked. The maximum accumulation of CTO is as follows: under five years of City service: 80.0 hours; five to under ten years of City service: 90.0 hours; ten to under 15 years of City service: 100.0 hours; 15 years and over of City service: 120.0 hours). Any Overtime worked in excess of these limits shall be compensated on a paid basis.

6. Above CTO Limit. If an Employee is at or above the CTO limit, he/she will prospectively only get paid Overtime (as opposed to CTO) for Overtime worked. Once the CTO balance has been reduced by 40.0 hours below the limit, an Employee will again be allowed to accrue CTO as opposed to receiving Overtime pay. Upon separation of service, an Employee is entitled to receive the cash value of all accrued CTO.

7. CTO Buyback. Employees are allowed to buyback (cash out) a maximum of 32.0 hours of CTO in December. With the exception of the December buyback, Employees may not buyback CTO except upon leaving City Service or in the case of an emergency with City Manager approval. No CTO buyback will be allowed for any Employee for a period of four months following the last day of a suspension from duty for disciplinary reasons.

ARTICLE XVIII – STANDBY AND CALL-OUT PROCEDURES

The following procedures shall apply exclusively to Standby and Call-Out assignments in the Public Works Maintenance Division, where all covered Employees are required to make themselves available for a proportionate share of weekly Standby duty:

1. Those Employees scheduled for weekday Standby Duty (from the end of the Workday on one day to the beginning of the next Workday during the workweek, which is from Monday evening through Friday [or every other Thursday for 9/80 Alternative Work Schedules] morning) will receive \$25.00 Standby Pay per day.
2. Those Employees scheduled for weekend Standby (from the end of the Workday on the last day of the regular workweek to the start of the Workday at the beginning of the next workweek) will receive \$30.00 Standby Pay per day.
3. Those Public Works employees scheduled for weekly Standby Duty (from Monday at 12:00 a.m. through Sunday at 11:59 p.m.) will receive \$190.00 Standby Pay per week.
4. In the event of a Call Out, the Employee shall be paid for a minimum of 2.0 hours of time at the appropriate pay rate or receive equivalent CTO, at the Employee's option. In the event that the work for which the Employee has been called out takes fewer than 2.0 hours, the Employee may opt to work a lesser amount of time and receive compensation or time off for the actual time worked, with a minimum of one-half hour and rounded to the nearest one-half hour. If, by department policy, permission from a supervisor is necessary prior to leaving work, such permission shall be obtained.
5. Those Employees scheduled for Standby Duty agree to be "available" for Call Out for the day or days scheduled. It shall be the responsibility of the Employee to be available by either pager or phone, as specified by departmental policy, and to respond to the phone call and arrive at the worksite in accordance with departmental policy.
6. All Employees scheduled for Public Works Standby Duty shall be properly trained on the Call-Out procedures and in the operation of all equipment required for Standby Duties.
7. Standby Duty schedules shall be assigned in accordance with departmental policy. Employees will be given the opportunity to volunteer for Standby Duty. Such indications will be considered by the department when making assignments for Standby Duty, but shall not be binding.
8. Any Employee, who has been scheduled for Standby Duty and either fails to be "available" or fails to report for work once notified, shall be subject to disciplinary action.
9. Employees may request that their supervisor consider trading or rescheduling their Standby Duty assignment with another Employee. The supervisor shall retain the option of releasing the Employee from the scheduled Standby Duty assignment.
10. An Employee shall not be required to work more than one week of Standby Duty assignment at a time without the mutual agreement of the Employee and the supervisor.

ARTICLE XIX – VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual. Accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):
 - A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 10 workdays (80.0 hours for those working 40.0 hours per week, or 99.0 hours for those working 49.5 hours per week) per year.
 - B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120.0 hours for those working 40.0 hours per week, or 148.5 hours for those working 49.5 hours per week) per year.
 - C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 18 workdays (144.0 hours for those working 40.0 hours per week, or 178.2 hours for those working 49.5 hours per week) per year.
 - D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160.0 hours for those working 40.0 hours per week, or 198.0 hours for those working 49.5 hours per week) per year.
 - E. Commencing with the Twentieth Year. Employees shall earn and be credited with Vacation Leave at the rate of 23 workdays (184.0 hours for those working 40.0 hours per week, or 227.7 hours for those working 49.5 hours per week) per year.
2. Maximum Accumulation. Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.
3. Vacation Leave Buy Back. Employees may not cash out Vacation Leave except upon leaving City Service or in the case of an emergency with City Manager approval.
4. Holiday During Vacation. An Employee will not be charged 8.0 hours of Vacation Leave for a Holiday that occurs during his/her Vacation Leave.
5. Illness During Vacation. If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.
6. Separation From Service. Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

7. Upon Death. When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE XX – PAYROLL STATUS

1. Payroll Status. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

- A. Working Full-Time.
- B. Working Part-Time.
- C. Working on a restricted or limited duty basis.
- D. Off work due to an injury or illness covered under Workers' Compensation.
- E. Off work due to an injury or illness covered under State Disability Insurance.
- F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
- G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
- H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums. The City shall continue to contribute the City's share of the health, life, and dental insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits.

3. Non-Payroll Status. Any Employee who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who is off work pursuant to Subsections E. through H. of this Article, and who has exhausted all paid leave balances shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave, and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf.

ARTICLE XXI – SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules.

ARTICLE XXII – WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave. There are two options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

- A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave.

- B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, CTO, and/or Holiday Leave, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on the application for SDI benefits whether the Employee is integrating Sick Leave with SDI benefits.
- C. The amount of supplement for any hour of any normal Workday shall not exceed the difference between 100.0 percent of the Employee's normal gross salary rate and the "weekly benefit amount".

2. Medical Leave While on Workers' Comp/SDI. Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to 100.0 percent of their normal pay.

3. How a Supplement is Treated. The Employee shall receive 100.0 percent of the Employee's gross salary rate until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive 100.0 percent of Employee's gross salary rate less the supplemental amount provided by Workers' Comp/SDI. Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, CTO, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.

4. Paid Leave Accrual. An Employee shall earn Sick Leave and Vacation Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City, as provided in Article XX.

5. Leave of Absence While on SDI. An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

ARTICLE XXIII – FAMILY OR MEDICAL LEAVE

Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

ARTICLE XXIV – PREGNANCY DISABILITY LEAVE

Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.

ARTICLE XXV – LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.

2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
3. The City shall coordinate accrued Sick Leave with Workers' Comp benefits.
4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, CTO, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

ARTICLE XXVI – BEREAVEMENT / COMPASSIONATE LEAVE

Rules regarding Bereavement/Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.

ARTICLE XXVII – CATASTROPHIC LEAVE–SHARING PROGRAM

Rules regarding the Catastrophic Leave-Sharing Program are set forth in Administrative Directive – AD 10.

ARTICLE XXVIII – JURY DUTY

Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.

ARTICLE XXIX – MILITARY LEAVE

Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.

ARTICLE XXX – AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY

Rules regarding Authorized Leave of Absence are set forth in Section 10.8 of the Personnel Rules.

ARTICLE XXXI – UNAUTHORIZED LEAVE OF ABSENCE

Rules regarding Unauthorized Leave of Absence are set forth in Section 10.9 of the Personnel Rules.

ARTICLE XXXII – PAID ADMINISTRATIVE LEAVE

Rules regarding Paid Administrative Leave are set forth in Section 10.10 of the Personnel Rules.

ARTICLE XXXIII – LEAVES IN CONJUNCTION WITH OTHER LEAVES

Rules regarding Leaves in Conjunction with Other Leaves are set forth in Section 10.11 of the Personnel Rules.

ARTICLE XXXIV – TOTAL LEAVES OF ABSENCE

Rules regarding Total Leaves of Absence are set forth in Section 10.12 of the Personnel Rules.

ARTICLE XXXV – DAYS OFF WITHOUT PAY

Rules regarding Days Off without Pay are set forth in Section 10.13 of the Personnel Rules.

ARTICLE XXXVI– MUNICIPAL HOLIDAYS

1. Recognized Holidays. The following are recognized as Holidays:

The first day of January, New Year's Day.

The third Monday in January, Martin Luther King's Birthday.

The third Monday in February, President's Day.

The last Monday in May, Memorial Day.

The fourth day of July, Independence Day.

The first Monday in September, Labor Day.

The second Monday in October, Columbus Day.

The eleventh day of November, Veteran's Day.

The fourth Thursday in November, Thanksgiving Day.

The fourth Friday in November, the day after Thanksgiving Day.

The twenty-fifth day of December, Christmas Day.

One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.

Any date proclaimed by the Mayor of Suisun City as a Holiday. Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to the meet and confer process.

2. Observance. Except as provided in Section 6 of this Article when a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.

3. Holiday Time Off. Except as provided in Section 6 of this Article, an Employee will accrue 7.5 hours of Holiday Time Off when assigned to a workweek of 37.5 hours, 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours, or 9.9 hours of Holiday Time Off when assigned to a workweek of 49.5 hours for each observed holiday. An Employee may use Vacation Leave, CTO, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between their scheduled time and their accrued Holiday Time Off.

4. Holiday Time Off Usage. Holiday Time Off may be used as follows:

- A. When a Holiday falls on a day when an Employee is scheduled to work and an Employee works that day for a period of time equal to at least the number of hours of Holiday Time Off afforded to that Employee, the Employee shall be paid for the hours worked on a hour-for-hour basis and the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.

- B. When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.
- C. When a Holiday falls on a day when an Employee is scheduled to work and the Employee does not work, the Employee shall be compensated as if he/she had worked that day consistent with Section 3 of this Article.

5. Holiday Leave Balance. Except as provided in Section 6 of this Article, Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.

6. Employees Working Shifts at SCPD. Employees in the job classes working 24 hours per day seven days per week in the Suisun City Police Department (currently: Senior Records & Communications Technician and Records & Communications Technician I/II) shall accrue Holiday Leave in lieu of taking Holidays off. Holiday Leave shall be accrued by adding 4.0 hours per pay period to the Holiday Leave account. All of the provisions of Section 5 of this Article apply to these Employees, except that the maximum Holiday Leave balance for these Employees shall be 200 hours.

ARTICLE XXXVII – REIMBURSEMENT FOR EDUCATION OR TRAINING

1. Approval. On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance his/her job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or Promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement. Reimbursement shall be at a rate of 50 percent (50%) of the cost per unit at Solano Community College, which shall not exceed \$1,000 per Employee per year. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City. Upon successful completion of the coursework, the Employee shall submit to the Department Head copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion.

ARTICLE XXXVIII – PROBATIONARY PERIOD

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

At the discretion of their supervisor, Department Head, and City Manager, Probationary Employees may receive a performance evaluation and release from probationary status after six months, if the Employee's performance exceeds "Meets Standard".

ARTICLE XXXIX – PERFORMANCE EVALUATIONS

Annual Performance Evaluation. Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

1. Purpose. The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.
2. Procedure. The Assistant City Manager shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.
3. Merit Increases. In order to advance to a higher step in the salary range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE XL – GRIEVANCE PROCEDURE

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

ARTICLE XLI – DISCIPLINARY ACTION

Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules. These rules are amended to include the following provision:

Section 12.8.2 is hereby replaced with the following:

The Hearing Officer may be an arbitrator, a neutral third party, or a mediator. The Hearing Officer shall conduct an advisory review of the facts and issue a written opinion in the matter that is provided to all parties. The selection of an arbitrator, neutral third party, or mediator shall be by mutual agreement of the parties. All direct costs involved with having an arbitrator, neutral third party, or mediator review the matter will be borne equally by the parties involved. However, in the event the disciplinary action is completely reversed, the City shall reimburse the SCEA for its share of the cost of the arbitrator, third party, or mediator.

In the event the parties are unable to agree on an impartial arbitrator, mediator, or third party, the parties will make a joint request for a list of five impartial mediators or arbitrators from the State Mediation and Conciliation Service. When such list is received, the parties shall meet within seven calendar days to select the mediator or arbitrator as

follows: the parties shall alternately strike the name of one mediator or arbitrator from the list until the name of one remains. That person shall serve as the mediator or arbitrator. The Party to strike the first name shall be determined by a toss of a coin.

The City Manager will review the opinion and either:

- A. Accept the Recommendation. In the event that the City Manager accepts the recommendation, that decision will be final and not subject to further appeal.
- B. Refer the Matter to the City Council. In the event that the City Manager rejects the recommendation, the matter shall be referred to the City Council. The Council shall conduct a closed session pursuant to Subsection 12.8.3.

ARTICLE XLII – CONTRACTING OUT

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter “RFP”) that prospective contractors include a proposal to hire said Employees in their response to the RFD.

ARTICLE XLIII – EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

ARTICLE XLIV – IDENTIFICATION CARDS

The City shall continue to issue a City photo identification card to all represented Employees. The identification card shall include, at a minimum, the following information: City logo, City of Suisun City, Employee’s photo, Employee’s name, department, job title, date of issue, signature of the City Manager or designee.

ARTICLE XLV – LAYOFF AND REEMPLOYMENT

Rules regarding Layoff and Reemployment are set forth in Section 13.2 of the Personnel Rules.

ARTICLE XLVI – TEMPORARY MEASURES

1. Temporary Measures. The Parties agree that due to economic conditions, as well as actions by the State of California, that the City is forced to seek concessions from its Employees. The Parties recognize that the City could balance its budget by laying off Employees, but the Parties agree that it is preferable to rely on concessions that would ensure the Employees do not lose their jobs and that the community not suffer a more radical reduction in service delivery. The Parties have met and conferred in good faith and agreed to certain concessions, as well as certain recompense for these concessions. The Parties have also agreed to their preferences for unwinding these concessions as the fiscal situation improves. The Parties hereby declare that it is their mutual

intention that these concessions be temporary and that they be unwound as soon as they can possibly be removed without fiscal harm to the City.

2. Pay Cut. The amounts set forth in Exhibit B reflect a five percent (5.0%) reduction in Base Pay for all job classes. These reductions shall remain in effect until such time as the Parties meet and confer on their modification.

3. Personal Time Off. In partial recompense for the pay cut agreed to by SCEA, the City hereby grants to the Employees Personal Time Off of up to 50 hours per fiscal year on the days designated in Exhibit C. Personal Time Off may not be accrued or cashed out; it must be taken on the designated dates.

4. Unwinding Protocol. The Parties agree that unwinding the Temporary Measures is subject to the meet and confer process as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). The Parties also agree that the preferred unwinding protocol should proceed as follows:

- A. Restore Pay Cuts. As soon as the City has sufficient confidence that the Pay Cut in part or in whole is no longer needed, the Parties will meet and confer on the implementation of the unwinding of some or all of the Pay Cut. As the Pay Cut is unwound, the provision of Family Leave will also be proportionately unwound.
- B. Selectively Fill Vacant Positions. The second highest priority is the selective filling of some or all of the positions that are being held vacant. The Parties acknowledge that the City Council has established a policy that the filling of any vacancy must first be approved by the City Council.
- C. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon Pay Cuts have the desired effect on the budget, the Parties understand and agree that the cashing out of paid leave needs to be restricted to 32 hours of CTO in December. After addressing Subsections 4.A. and 4.B. above, the Parties will meet and confer about relaxing the restrictions set forth in Section 7 of Article XVII and Section 5 of Article XXXVI as funding becomes available. Such discussions may occur within the context of discussions regarding Subsection 4.D. below.
- D. Provide COLAs. At such time as the fiscal situation has improved sufficiently, the Parties shall meet and confer on the cost-of-living adjustments (COLAs) that implement the Class and Compensation Study consistent with City Council policy direction within the limitations of the City's ability to pay.

ARTICLE XLVII – GENERAL PROVISIONS

1. Severability. If any provision of this Agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected.

2. Full Understanding. The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.

3. No Requirement to Meet and Confer. Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement. The Parties will meet and confer on the scheduling of Employees in the Suisun City Police Department including meal breaks and Standby Pay, and they will memorialize their agreement in a side letter.
4. Reopener. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose:
 - A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
 - B. If any other bargaining group has an employment contract with the City of Suisun City that contains Temporary Measures that are more advantageous for the Employees than this Agreement, the Parties agree to meet and confer on the modification of Article XLVI of this Agreement.
5. Savings Clause. In the event that the implementation of any article, section or subsection of this Agreement shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article, section or subsection would be frustrated or restrained by such law or tribunal, representatives of the City and the Association shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article, section or subsection.
6. No Strike/Lockout. The SCEA agrees that there will be no strike, work stoppage, slowdown, "sick in", sit down, refusal to perform work, other interference with City operations, picketing, or refusal to enter upon City premises on any account or in connection with any grievance or dispute. The City agrees that it will not engage in any lockouts during the term of this Agreement.
7. Successor Agreement. Meet-and-confer negotiations for a successor agreement shall begin no earlier than August 1, 2013. Either Party may serve upon the other its written request to commence negotiations, as well as its initial written proposals for such successor Agreement. Upon receipt of such written notice and proposals, negotiations shall commence no later than 30 days thereafter. The Parties hereby declare that it is their mutual interest to negotiate a multi-year successor agreement that implements the Class and Compensation Study consistent with City Council policy direction within the limitations of the City's ability to pay.
8. Distribution of Agreement. Within 10 days of the adoption of this Agreement, all covered Employees shall receive a copy of the Agreement. The "copy" may be provided in electronic format.

EXHIBIT A: Administrative Directive – AD 7 Personnel Rules and Regulations

**EXHIBIT B: Suisun City Employees' Association
Salary Schedule Effective July 1, 2012**

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly								
Computer Technician	545	\$4,380	\$25.27	\$4,599	\$26.54	\$4,829	\$27.86	\$5,071	\$29.26	\$5,324	\$30.72
Building Inspector I/II-II	521	\$4,167	\$24.04	\$4,375	\$25.24	\$4,594	\$26.50	\$4,823	\$27.83	\$5,065	\$29.22
Public Works Inspector	570	\$4,167	\$24.04	\$4,375	\$25.24	\$4,594	\$26.50	\$4,823	\$27.83	\$5,065	\$29.22
Youth Services Specialist	590	\$3,887	\$22.43	\$4,082	\$23.55	\$4,286	\$24.73	\$4,500	\$25.96	\$4,725	\$27.26
Senior Com. & Rec. Technician	530	\$3,802	\$21.93	\$3,992	\$23.03	\$4,192	\$24.18	\$4,401	\$25.39	\$4,621	\$26.66
Building Inspector I/II-I	520	\$3,789	\$21.86	\$3,978	\$22.95	\$4,177	\$24.10	\$4,386	\$25.30	\$4,605	\$26.57
Recreation Supervisor	585	\$3,559	\$20.53	\$3,737	\$21.56	\$3,923	\$22.64	\$4,120	\$23.77	\$4,326	\$24.96
Housing Specialist I/II-II	561	\$3,544	\$20.45	\$3,722	\$21.47	\$3,908	\$22.54	\$4,103	\$23.67	\$4,308	\$24.86
Com. & Rec. Technician I/II-II	526	\$3,456	\$19.94	\$3,629	\$20.94	\$3,810	\$21.98	\$4,001	\$23.08	\$4,201	\$24.24
Housing Specialist I/II-I	560	\$3,376	\$19.48	\$3,545	\$20.45	\$3,722	\$21.48	\$3,908	\$22.55	\$4,104	\$23.68
Administrative Assistant II	511	\$3,376	\$19.48	\$3,545	\$20.45	\$3,722	\$21.48	\$3,908	\$22.55	\$4,104	\$23.68
Recreation Coordinator	580	\$3,292	\$18.99	\$3,456	\$19.94	\$3,629	\$20.94	\$3,811	\$21.98	\$4,001	\$23.08
Senior Account Clerk	505	\$3,279	\$18.92	\$3,443	\$19.87	\$3,616	\$20.86	\$3,796	\$21.90	\$3,986	\$23.00
Senior Maintenance Worker	568	\$3,228	\$18.63	\$3,390	\$19.56	\$3,560	\$20.54	\$3,738	\$21.56	\$3,925	\$22.64
Fleet Mechanic	555	\$3,228	\$18.62	\$3,390	\$19.55	\$3,559	\$20.53	\$3,737	\$21.56	\$3,924	\$22.64
Com. & Rec. Technician I/II-I	525	\$3,228	\$18.62	\$3,390	\$19.55	\$3,559	\$20.53	\$3,737	\$21.56	\$3,924	\$22.64
Administrative Assistant I	510	\$3,154	\$18.20	\$3,312	\$19.11	\$3,477	\$20.06	\$3,651	\$21.06	\$3,834	\$22.12
Maintenance Worker I/II-II	566	\$3,075	\$17.74	\$3,229	\$18.63	\$3,390	\$19.56	\$3,560	\$20.54	\$3,738	\$21.56
Community Services Officer I/II-II	536	\$3,045	\$17.57	\$3,197	\$18.44	\$3,357	\$19.37	\$3,525	\$20.33	\$3,701	\$21.35
Maintenance Worker I/II-I	565	\$2,796	\$16.13	\$2,936	\$16.94	\$3,082	\$17.78	\$3,237	\$18.67	\$3,398	\$19.61
Bldg Maintenance Worker I/II-II	516	\$2,796	\$16.13	\$2,936	\$16.94	\$3,082	\$17.78	\$3,237	\$18.67	\$3,398	\$19.61
Community Services Officer I/II-I	535	\$2,766	\$15.96	\$2,905	\$16.76	\$3,050	\$17.60	\$3,202	\$18.48	\$3,363	\$19.40
Account Clerk I/II-II	501	\$2,671	\$15.41	\$2,805	\$16.18	\$2,945	\$16.99	\$3,092	\$17.84	\$3,247	\$18.73
Office Assistant	509	\$2,639	\$15.23	\$2,771	\$15.99	\$2,910	\$16.79	\$3,055	\$17.63	\$3,208	\$18.51
Bldg Maintenance Worker I/II-I	515	\$2,541	\$14.66	\$2,668	\$15.39	\$2,802	\$16.16	\$2,942	\$16.97	\$3,089	\$17.82
Account Clerk I/II-I	500	\$2,428	\$14.01	\$2,550	\$14.71	\$2,677	\$15.44	\$2,811	\$16.22	\$2,951	\$17.03

Bold denotes benchmark class

EXHIBIT C: PERSONAL TIME OFF

Pursuant to Article XLVI Section 3, Personal Time Off shall be provided as a partial recompense for concessions made by SCEA. Personal Time Off shall be provided as follows:

1. Employees Working 5/40 or 9/80 Schedules. Employees working either a 5/40 or 9/80 work schedule shall be granted paid leave for all scheduled work hours on the last working Friday of the first month of each quarter during the term of this Agreement, as well as the day before Christmas is observed and the day before New Year's Day is observed. During the Term of this Agreement these dates shall be the following: July 27, 2012; October 19, 2012; December 24, 2012; December 31, 2012; January 25, 2013; April 19, 2013; July 26, 2013; October 18, 2013; December 24, 2013; and December 31, 2013.
2. B&PW Employees Working Alternate 9/80 Schedules. Certain Employees in the Building & Public Works Department work a 9/80 schedule with alternate Fridays off from most Employees working a 9/80 schedule at City Hall. Those Employees working the Alternate 9/80 schedule shall be granted paid leave for all scheduled work hours on the second to last working Friday of the first month of each quarter during the term of this Agreement, as well as the day before Christmas is observed and the day before New Year's Day is observed. During the Term of this Agreement these dates shall be the following: July 20, 2012; October 12, 2012; December 24, 2012; December 31, 2012; January 18, 2013; April 12, 2013; July 19, 2013; October 11, 2013; December 24, 2013; and December 31, 2013.
3. SCPD Employees Working 4/10 Schedules. SCPD Employees working a 4/10 work schedule shall be granted paid leave for all scheduled work hours for one Workday at the end of a work week in July, 2012; October, 2012; December, 2012; January, 2013; April, 2013; July, 2013; October, 2013; and December, 2013. The affected Employees shall work with their supervisors to schedule their Personal Time Off days.

RESOLUTION NO. 2012-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU)
WITH THE SUISUN CITY MANAGEMENT & PROFESSIONAL
EMPLOYEES' ASSOCIATION**

WHEREAS, the City has met and conferred in good faith with Suisun City Management & Professional Employees' Association and has agreed to a Memorandum of Understanding for the period from July 1, 2012, through December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Suisun that the amended Memorandum of Understanding with the Suisun City Management & Professional Employees' Association is hereby approved; and that the City Manager is authorized to execute the MOU on the City's behalf.

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 17th day of July, 2012 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of July, 2012.

Linda Hobson, CMC
City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SUISUN CITY
AND
THE SUISUN CITY MANAGEMENT &
PROFESSIONAL EMPLOYEES' ASSOCIATION**

**July 1, 2012
through
December 31, 2013**

July 17, 2012

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SUISUN CITY AND
THE SUISUN CITY MANAGEMENT &
PROFESSIONAL EMPLOYEES' ASSOCIATION**

This Memorandum of Understanding is made and entered into between the CITY OF SUISUN CITY, (hereinafter "City"), and SUISUN CITY MANAGEMENT & PROFESSIONAL EMPLOYEES' ASSOCIATION, (hereinafter "SCMPEA"), a formally Recognized Employee Organization pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*).

The Parties agree that this Memorandum of Understanding (hereinafter "Agreement") shall be submitted to the City Council of the City of Suisun City with the joint recommendation of the designated representatives of the Parties that the City Council approve the Agreement and take any additional action as may be necessary to implement its provisions.

The City agrees to give reasonable written notice to SCMPEA of any ordinance, rule, resolution, or regulation directly relating to matters within the scope of representation, and shall give SCMPEA the opportunity to meet and confer with respect thereto.

The Parties have met and conferred in good faith through their designated representatives concerning those matters set forth in Government Code Section 3504 and have reached agreement thereon as set forth below. The City agrees that there shall be no other negotiations for represented workers beyond this Agreement.

The Parties agree as follows:

ARTICLE I – CITY RIGHTS

1. Except as limited by the specific and express terms of this Agreement, the City hereby retains and reserves unto itself all rights, powers, authority, duty and responsibilities confirmed on and vested in it by the laws and the Constitution of the State of California, the Suisun City Code, and/or the laws and Constitution of the United States of America.

2. Regardless of any provision contained in this Agreement or which may be inferred from this Agreement, the City shall retain and shall have the right to exercise the following exclusive rights which include, but are not limited to, the following:

- A. The right to hire and fire.
- B. The right to determine the mission of its constituent departments, divisions, commissions, and boards.
- C. The right to set standards of service and municipal fees and charges.
- D. The right to determine the procedures and standards of selection for employment, assignment, transfer, and promotion of applicants and Employees, provided in the case of Employees that the exercise of such right shall not infringe on any rights that Employees have under this Agreement.
- E. The right to direct its Employees.

- F. The right to discharge or suspend Employees for just cause and take other disciplinary actions against its Employees as set forth herein.
- G. The right to relieve its Employees from duty because of lack of work or other legitimate reasons.
- H. The right to maintain the efficiency of governmental operations.
- I. The right to determine the methods, means, and staffing to conduct governmental operations.
- J. The right to determine and re-determine job content and job classifications.
- K. The right to contract out any work which is now being performed by Employees of the City or which shall be performed in the future by Employees of the City, provided this only occurs in those situations where the tasks cannot be accomplished by current SCMPEA members as efficiently, economically, and expediently as can be achieved by such contracting out, provided that the City shall make every reasonable effort to place Employees displaced by such contracting out in other City service requiring similar skills as the work performed by the Employee when displaced by the contracting out and which requires minimal training to afford the Employee opportunity to adequately perform the new position.
- L. The right to take all necessary actions to carry out the mission of the City, its constituent departments, divisions, or commissions and boards in cases of emergencies.
- M. The right to exercise complete control and discretion over its organization and the technology of performing its work.

ARTICLE II – EMPLOYEE RIGHTS

Subject to the provisions of Resolution No. 74-33, Employees of the City shall have the right to form, join, and participate in the activities of a Recognized Employee Organization of their own choosing for the purpose of representation on matters of employer-employee relations, including but not limited to, wages, hours, and other terms and conditions of employment. Employees of the City also shall have the right to refuse to join or participate in the activities of Recognized Employee Organizations.

ARTICLE III – PERSONNEL RULES AND REGULATIONS

Administrative Directive – AD 7, the City’s Personnel Rules and Regulations (hereinafter “Personnel Rules”), was approved by City Council Resolution No. 2011-52 on June 7, 2011. Except as may be provided in this Agreement, the applicable sections of the Personnel Rules, as may be amended from time to time, shall apply to the Employees represented by SCMPEA. Prior to amending Resolution No. 2011-52 regarding wages, hours, or other terms and conditions of employment, the Parties shall first meet and confer on the modifications as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). Unless otherwise provided in this Agreement, the definitions of terms used in this Agreement shall be the definitions provided in Chapter 2 of the Personnel Rules.

ARTICLE IV – RECOGNITION

1. Job Classes Represented. The City recognizes SCMPEA as the exclusive representative for the Professional/Technical Employees bargaining unit consisting of the following Regular, Professional/Technical, Management Classes which should properly be assigned to this bargaining unit by the City, such exclusive representation being subject to and qualified by Employee rights under applicable local, state, and federal law to be represented by the Recognized Employee Organization of their choice:

Represented Job Classes

Police Commander

Assistant City Engineer

Financial Services Manager

Police Support Services Manager

Assistant/Associate Engineer – Associate

Fire Division Chief

Public Works Superintendent

Project Manager

Senior Accountant

Senior Building Inspector

Assistant/Associate Engineer – Assistant

Assistant/Associate Planner – Associate

Management Analyst I/II – II

Housing Manager

Information Technology System Administrator

Marketing Manager

Accountant

Assistant/Associate Planner – Assistant

Management Analyst I/II – I

Marina Supervisor

Administrative Fire Captain

Public Works Supervisor

Recreation Supervisor

Bold denotes benchmark classes.

2. Future Additional Job Class Determination. In addition, future additional job classes (excluding Executive Management Positions) determined under applicable City Resolutions to be of a Regular, Management, Professional/Technical, or Confidential nature shall be represented by SCMPEA.

3. Temporary/Limited Service Positions. It is agreed that Temporary Employees, Part-Time Employees, Emergency Employees, Volunteer Employees, and contractors are not governed by this Agreement and are not represented by SCMPEA. Employees who work less than full time are not represented by SCMPEA. If an Employee who had occupied a Temporary, Provisional, or grant-funded Position is subsequently hired into the same job class as a Regular Employee, he/she shall be placed in the step level nearest to but not lower than his/her last Pay Rate as a Temporary, Provisional, or grant-funded Employee.

ARTICLE V – NO DISCRIMINATION

It is agreed that neither SCMPEA, nor the City shall discriminate against any Employee because of race, national origin, gender, SCMPEA membership, protected concerted SCMPEA activity, or refusal to join SCMPEA.

ARTICLE VI – ACCESS

1. SCMPEA Business. All SCMPEA business will be conducted by Employees and SCMPEA representatives outside of established working hours. Nothing herein shall be construed to prevent a SCMPEA representative or an Employee from contacting the City Manager or other management representatives regarding personnel-related matters during working hours.

2. Work Locations. The authorized SCMPEA Business Agent, if any, shall be given access to work locations during working hours, provided that prior to visiting any work location the SCMPEA representative notifies the City.

3. Shop Stewards. In addition to the president, two stewards shall be appointed by the SCMPEA as alternate representatives to assist in resolving workplace issues and other representational duties including but not limited to Grievances.

4. Release Time. The City may grant a total of 16 hours of paid time for the president and two stewards to attend training scheduled during the Employee's normal working hours. Those hours may be split among the three SCMPEA officials at SCMPEA's discretion. The SCMPEA will be responsible for overseeing the time used and calculating the time remaining. The SCMPEA must notify the Assistant City Manager with each approved time off request. The SCMPEA president shall submit written requests for release time to the Employee's immediate supervisor. The supervisor's decision to approve will be based on the operational needs of the City. The Employee and SCMPEA president will certify the Employee's attendance. Unused training hours may accrue to a maximum of 32 hours.

5. Labor/Management Committee. The City and the SCMPEA agree to set up a Labor/Management Committee in order to encourage open communication, to promote harmonious relations, and to resolve matters of mutual concern. The committee will meet quarterly or as mutually agreed to by the Parties. The Committee will be composed of one representative from the City, one representative from the SCMPEA, and the SCMPEA Business Agent, if any. The meetings are informal and are not intended to be for discussion of issues handled under other provisions herein such as grievances, disciplinary actions, or negotiations.

ARTICLE VII – COMPENSATION

1. Salaries. Effective July 1, 2012, the City will provide hourly compensation for all represented job classes consistent with Exhibit A. Payments will be made on a bi-weekly basis.

2. Incentive Pay. Upon recommendation of the Department Head and the approval of the City Manager or designee, the City will provide training incentives for special education and certification not already required as part of the Employee's job classification, and obtained outside the Employee's working hours. Employees receiving Incentive Pay must maintain certification consistent with the rules of the issuing authority. Failure to do so will result in a suspension of this benefit for a period not to exceed six months. During this suspension period, the Employee must cure the reason for loss of certification, or the suspension shall become permanent.

Similarly, to qualify to receive Certified Arborist Incentive Pay, Heavy Equipment Operator Incentive Pay, or Class A Driver Incentive Pay, an Employee must be utilizing the applicable certification. Accordingly, if an Employee refuses to perform work requiring that certification, or if the Employee is unable to work, or if the Employee is temporarily disabled, or if the Employee is on modified duty that restricts the Employee from performing such work, the Incentive Pay shall be suspended until the Employee resumes performing the duties for which the Incentive Pay is provided. During the suspension period, the City may temporarily provide Certification Pay to the qualified City Employee who picks up the duties of the Employee whose Certification Pay has been suspended. The maximum number of Employees eligible for such incentives is shown below; said maximum may be exceeded only upon approval of the City Manager.

Authorized Incentive Pay for special education and certifications shall be as follows:

<u>Department</u>	<u>Job Class</u>	<u>Number</u>	<u>Amount</u>
Public Works	Certified Arborist	1	5%
	Certified Heavy Equipment Operator/ Class A Driver	5	5%

3. Acting Pay. Employees covered by this Agreement shall receive Acting Pay under the following conditions:

- A. Employees must qualify to receive Acting Pay by acting in the higher job class and performing substantially the full range of duties and responsibilities of the higher job class for a period of two weeks. The qualifying period may be satisfied one full workday at a time.
- B. Employees who have met this requirement after July 1, 2001, and who are recommended by their supervisor and Department Head may be certified as having met the qualifying period.
- C. Employees who are certified to act in a higher job class will receive Acting Pay in an amount of at least 5.0 percent and no more than 10.0 percent of their current salary whenever they act in the higher job class for a minimum of two consecutive weeks while performing substantially the full range of duties and responsibilities of the higher job class.
- D. In order to receive Acting Pay, employees must meet the minimum qualifications of the higher job class, and employees may not refuse to perform any duty or responsibility of the higher job class.

ARTICLE VIII – RETIREMENT BENEFITS

1. Miscellaneous Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Miscellaneous Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as “Special Compensation”.
2. Safety Fire Employee Benefits. Except as otherwise provided in this Article, the City agrees to provide the 2.0 percent at 55 PERS Retirement Plan, including the 1959 Survivor's Benefit Level 3, for Safety Fire Employees. The City will pay 100 percent of both the employee and employer contributions. PERS Employer Paid Member Contributions will be reported as “Special Compensation”. The salaries for Employees covered under the Safety Fire PERS Plan have been increased by 5.0 percent in lieu of the City’s provision of 2.0 percent at 50 Safety Fire Retirement Plan.
3. Safety Police Employee Benefits. The City agrees to participate in the PERS 3.0 percent at 50 Retirement Plan, with One-Year Final Compensation and Credit for Unused Sick Leave Government Code Sections 20042 and 20965 respectively. This Credit will be reduced by the number of hours converted to cash pursuant to Section 6 of Article IX. The following provisions apply to Employees receiving Safety Police benefits:
 - A. The City agrees to continue to provide Level 4, Survivor Benefits through Public Employees Retirement System, (hereinafter “PERS”).
 - B. The City shall pay the Employer’s contribution, as well as 5.0 percent of the total Employee’s contribution of 9.0 percent. Each covered Employee shall pay the 4.0 percent balance of the Employee’s contribution.
 - C. Consistent with Internal Revenue Code Section 414(h)(2), that portion of the Employee’s contribution paid by the Employee shall be deducted from each Employee’s gross pay on a pre-tax basis.
4. Participation in Group Medical/Dental. Any eligible Employee approved for a service retirement shall be entitled to participate in a City-provided group medical/dental plan, as long as it is permissible by the insurance provider, and as long as the retiree makes full and prompt payment of the full premium costs to the City. At any time such payments fall in arrears, the retiree shall cease to be eligible for group health plan membership.
5. One-Year Final Compensation. The City provides one-year final compensation pursuant to Government Code Section 20042.
6. Sick Leave Conversion. The City provides Credit for Unused Sick Leave pursuant to Government Code Section 20965.

7. Public Agency Retirement Services (hereinafter "PARS"). If SCMPEA desires to review additional retirement options available from PARS, with the preliminary understanding that such options may be available to represented employees at no cost to the City. It is mutually agreed to meet and confer regarding PARS retirement options, providing SCMPEA notifies the City by July 1, 2013, of options that are available at no cost to the City that represented members desire to adopt.

ARTICLE IX – MEDICAL & DENTAL INSURANCE

1. Core Flex Plan. The City will contribute the following Core Flex Plan amounts toward the monthly premium cost for Employees enrolled in a City-sponsored Core Flex Plan:

<u>Time Period</u>	<u>Employee</u>	<u>Employee + One</u>	<u>Employee + Family</u>
1/1/12 through 12/31/12	\$610.44	\$1220.88	\$1,587.14
1/1/13 through 12/31/13	<<<<	Comparable Current Kaiser Rate	>>>>

2. Flexible Benefit Options. The City agrees to provide a \$473.00 per month Flexible Benefit Credit that may be used in lieu of the Core Flex Plan enrollment per Section 1 of this Article. The Flexible Benefit Credit may be divided among Dental Premiums, Flexible Spending Accounts, and Taxable Cash Option. An Employee must choose the Flexible Benefit Options during the Open Enrollment Period established in the Suisun City Flexible Benefits Plan.

3. Restrictions. An Employee may either enroll in the Core Flex Plan or be entitled to the Flexible Benefit Options as described in Section 2 of this Article, but may not participate in both, with the exception of the Voluntary Pre-Tax Payroll Deduction Flexible Spending Account.

4. Medical Insurance Benefits after Death While on Duty. Should a Sworn Police member of SCMPEA lose his/her life in the line of duty, the City agrees to continue to pay medical insurance payments as outlined above for the member’s immediate dependent family. Said payments will continue for a period of up to three years, providing the City’s insurance plan allows for continued participation. The surviving dependent family member(s) may remain on the City’s medical plan at its own cost after the three years has elapsed, providing that the plan allows for continued participation.

5. Medical Conversion Plan. Sworn Police members of SCMPEA with 12 years or more of service with the City, who separate from City service on good terms, may remain on the City’s medical plan, providing that the plan allows for continued participation. The member shall assume full responsibility for payment of the insurance premium.

6. Sick Leave Conversion to Fund Medical Premiums – Upon normal retirement from the City by a Sworn Police member of SCMPEA, 25.0 percent of an Employee’s Sick Leave balance may be converted to a cash equivalent and used to fund medical premiums. This conversion will be deducted from the amount reported for PERS credit in Subsection 3.A. of Article VIII.

ARTICLE X – WORKERS’ COMPENSATION COVERAGE

The City shall provide Workers’ Compensation Insurance coverage (hereinafter “Workers’ Comp”) for all Employees through its self-insured program.

ARTICLE XI – STATE DISABILITY INSURANCE COVERAGE

1. State Disability Insurance. The City shall participate under the State Disability Insurance Program (hereinafter “SDI”) for employees represented by SCEA. This program shall work as follows:
2. Payment of SDI Premiums. SDI premiums shall be paid in full by all participating Employees.

ARTICLE XII – LIFE INSURANCE AND DEFERRED COMPENSATION

1. Life Insurance. The City agrees to provide a \$200,000 term and accidental death and dismemberment insurance policy for each represented Employee. The face value of the policy will begin reducing at age 65, per the policy’s schedule of benefits.
2. ICMA Deferred Compensation Plan. The City agrees to provide the ICMA Deferred Compensation Plan as an optional benefit to City Employees. The City will match the Employee’s contribution up to \$93.00 per pay period. The City’s match will be contributed to participating Employees on a pay-period basis.

ARTICLE XIII – MILEAGE REIMBURSEMENT

Employees are encouraged to use City vehicles when conducting City business. When the use of private vehicles is required and approved by the Employee’s Department Head, the City shall provide mileage reimbursement at the mileage rate set each November by the Internal Revenue Service (Publication 917). The new rate shall be effective the following January.

ARTICLE XIV – UNIFORMS AND UNIFORM ALLOWANCES

1. Uniform Allowances. Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

<u>Job Class</u>	<u>3/15</u>	<u>9/15</u>
Police Commander	\$500.00	\$500.00
Administrative Fire Captain	350.00	350.00

2. Other Uniforms. During the term of this Agreement, the City shall continue to supply Public Works Supervisors with the required uniform components as determined by the Building & Public Works Director in a written departmental policy.

ARTICLE XV – HOURS OF WORK

1. Attendance. Employees shall be in attendance at their workstation in accordance with departmental schedules unless on approved leave.
2. Work Schedules. At the discretion of the City, Regular, Full-Time Employees shall be assigned to one of the following work schedules:

- A. A 40.0 hour workweek consisting of five consecutive 8.0 hour days in a seven-day period (hereinafter "5/40"), beginning at noon on Friday through noon on the following Friday. All other work schedules shall be considered Alternative Work Schedules.
- B. A work period of 99.0 hours as assigned during eight workdays in a fourteen-day period, beginning at 12:00 a.m. on Friday through midnight on Thursday of the second week. The normal workday shall be 12.0 hours, except Wednesday (Drill night). The Administrative Fire Captains will alternate attending Drill in order to ensure consistency in training (15.0 hour scheduled workday). The Administrative Fire Captain who attends Drill will conduct training the following day. This schedule applies only to the Administrative Fire Captain job class.
- C. An Alternative Work Schedule, such as four consecutive 10.0 hour days in a seven-day period beginning at noon on Friday through noon on the following Friday (hereinafter "4/10"), or nine workdays totaling 80 hours during a fourteen-day period beginning at noon on Friday through noon on the following Friday (hereinafter "9/80"), or any other configuration approved by the Department Head and City Manager. Assignment to an Alternative Work Schedule is subject to Department Head recommendation and City Manager approval and shall not be considered permanent. At such time as the Department Head and City Manager determine that the schedule does not meet departmental needs, the Employee shall be reassigned to another work schedule.
- E. Non-Exempt Employees shall not be scheduled to work more than seven consecutive days without two scheduled days off, except in emergency situations.
- F. Employees assigned to an Alternative Work Schedule may have the start of the workweek changed in accordance with the requirements set forth in the Fair Labor Standards Act.
- G. Employees may temporarily flex their schedules with the prior approval of their Department Head, so long as the new schedule meets the City's needs and the Employee works a full schedule or makes up the shortfall with paid leave.

All paid leave (Sick Leave, Vacation Leave, Holiday Leave, and Executive Leave) shall be charged to the Employee's paid leave balance(s) for all hours not worked up to the scheduled hours for that day(s). For example, if an Administrative Fire Captain is off sick on a 12.0 hour day, that Employee's Sick Leave balance would be reduced by 12.0 hours for that absence. Similarly, if a Holiday falls on a 12.0 hour Workday, the Employee would receive 9.9 hours of Holiday Time Off and the balance of 2.1 hours may be made up through use of Vacation Leave, Holiday Leave, or Executive Leave. Sick Leave may not be used to make up for Holiday Time Off shortfalls.

3. Executive Leave. Rules regarding Executive Leave are set forth in Section 8.5 of the Personnel Rules, and Administrative Directive AD-18.

4. Conflict with FLSA. The City and SCMPEA acknowledge that where this Article may conflict with the Fair Labor Standards Act, the Act shall take precedence.

ARTICLE XVI – VACATION LEAVE

Use of Vacation Leave requires prior written approval by the Department Head or designee. Employees are encouraged to take vacations lasting at least one week. Vacation Leave may not be granted in excess of the Vacation Leave balance that has been accrued at the time that the Vacation Leave is granted.

1. Vacation Accrual. Accumulation of Vacation Leave shall commence effective with the date of hire, according to the following schedule, prorated on a pay period basis (annual total divided by 26 bi-weekly pay periods to two decimal places of accuracy):
 - A. For the First Five Years of Service. Employees shall earn and be credited with Vacation Leave at the rate of 10 workdays (80.0 hours for those working 40.0 hours per week, or 99.0 hours for those working 49.5 hours per week) per year.
 - B. Commencing with the Sixth Year. Employees shall earn and be credited with Vacation Leave at the rate of 15 workdays (120.0 hours for those working 40.0 hours per week, or 148.5 hours for those working 49.5 hours per week) per year.
 - C. Commencing with the Eleventh Year. Employees shall earn and be credited with Vacation Leave at the rate of 18 workdays (144.0 hours for those working 40.0 hours per week, or 178.2 hours for those working 49.5 hours per week) per year.
 - D. Commencing with the Sixteenth Year. Employees shall earn and be credited with Vacation Leave at the rate of 20 workdays (160.0 hours for those working 40.0 hours per week, or 198.0 hours for those working 49.5 hours per week) per year.
 - E. Commencing with the Twentieth Year. Employees shall earn and be credited with Vacation Leave at the rate of 23 workdays (184.0 hours for those working 40.0 hours per week, or 227.7 hours for those working 49.5 hours per week) per year.
2. Maximum Accumulation. Employees with 15 or fewer years of service with the City may accumulate up to a maximum of 240.0 hours of Vacation Leave. Employees with over 15 years of service with the City may accumulate up to a maximum of 320.0 hours of Vacation Leave. Under exceptional circumstances, such as heavy workloads or staffing shortages, the City Manager may authorize the accumulation of additional Vacation Leave. If an Employee is at the limit, he/she must request to take Vacation Leave off. If a written request to do so is disapproved, the limit may be increased by the City Manager. Failure to request time off will result in stopping the accrual of Vacation Leave until the balance is reduced by 40 hours.
3. Vacation Buy Back. Employees may not cash out Vacation Leave except upon leaving City service or in the case of an emergency with City Manager approval.
4. Holiday During Vacation. An Employee is not charged Vacation Leave for a Holiday occurring during his/her Vacation Leave.
5. Illness During Vacation. If an Employee becomes ill while on Vacation Leave, Sick Leave may be authorized instead of Vacation Leave upon approval of the Department Head. The Department Head may require written physician's verification of the Employee's illness.

6. Separation From Service. Upon separation from service, an Employee is entitled to receive the cash value of all accrued Vacation Leave.

7. Upon Death. When separation is caused by death, payment equivalent to accrued Vacation Leave shall be made to the Employee's estate.

ARTICLE XVII – PAYROLL STATUS

1. Payroll Status. Any Regular Employee shall be considered to be in a Payroll Status if the Employee is employed by the City under the one of the following conditions:

- A. Working Full-Time.
- B. Working Part-Time.
- C. Working on a restricted or limited duty basis.
- D. Off work due to an injury or illness covered under Workers' Compensation.
- E. Off work due to an injury or illness covered under State Disability Insurance.
- F. Off work while on an approved leave of absence covered under the Family and Medical Leave Act (FMLA).
- G. Off work while on an approved leave of absence covered under the California Family Rights Act (CFRA).
- H. Off work while on an approved leave of absence covered under Pregnancy Disability Leave (PDL).

2. Continuation of City-Paid Insurance Premiums. The City shall continue to contribute the City's share of the health, life, and dental insurance premiums on behalf of an Employee who is receiving Workers' Comp/SDI benefits, as long as he/she is in a Payroll Status with the City or within the period provided in Chapter 10 of the Personnel Rules. An Employee is in a Payroll Status with the City, as long as he/she is using accrued Sick Leave, Vacation Leave, CTO, and/or Holiday Leave in conjunction with Workers' Comp/SDI benefits.

3. Non-Payroll Status. Any Employee who has exhausted his/her benefits under FMLA, CFRA, or PDL, and who is off work pursuant to Subsections E. through H. of this Article, and who has exhausted all paid leave balances shall be considered to be in a Non-Payroll Status. Employees who are in a Non-Payroll Status will no longer accrue paid leave, and the City will no longer contribute the City's share of health insurance premiums on the Employee's behalf.

ARTICLE XVIII – SICK LEAVE

Rules regarding Sick Leave are set forth in Section 10.1 of the Personnel Rules.

ARTICLE XIX – WORKERS' COMP/SDI MEDICAL LEAVE

1. Employee Options Regarding SDI Medical Leave. There are two options available to an Employee who is otherwise eligible for SDI insurance benefits, which are as follows:

- A. Option 1: Not applying for disability insurance benefits and using accrued Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave.
 - B. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave, unless the Employee provides written notice to the City to limit the integration to only accrued Sick Leave with SDI benefits. If Option 2 is elected, the Employee shall stipulate on the application for SDI benefits whether the Employee is integrating Sick Leave with SDI benefits.
 - C. The amount of supplement for any hour of any normal Workday shall not exceed the difference between 100.0 percent of the Employee's normal gross salary rate and the "weekly benefit amount".
2. Medical Leave While on Workers' Comp/SDI. Employees who are off work on medical leave covered under Workers' Comp or SDI may supplement their insurance coverage benefits to ensure that they receive up to 100.0 percent of their normal pay.
3. How a Supplement is Treated. The Employee shall receive 100.0 percent of the Employee's gross salary rate until such time as the City is notified of the benefit paid to the Employee. The pay period following notification (normally the next pay period), the Employee will receive 100.0 percent of Employee's gross salary rate less the supplemental amount provided by Workers' Comp/SDI. Upon deduction of the amount equal to the supplemental amount from the Employee's gross pay, the Employee's Sick Leave, Vacation Leave, Executive Leave, and/or Holiday Leave shall be credited to the Employee's appropriate benefit accounts in an amount equal to the Employee's hourly Pay Rate.
4. Paid Leave Accrual. An Employee shall earn Sick Leave and Vacation Leave benefits during any full bi-weekly pay period in which the Employee receives Workers' Comp/SDI benefits and is on Payroll Status. Furthermore, an Employee shall receive service credit for seniority and merit step increases during such a period, as long as the Employee is in a Payroll Status with the City, as provided in Article XVII.
5. Leave of Absence While on SDI. An Employee who is receiving SDI benefits while absent from work, but who is in a Non-Payroll Status with the City is entitled to a leave of absence under Section 10.2 of the Personnel Rules subject to the requirements of that Section.

ARTICLE XX – FAMILY OR MEDICAL LEAVE

Rules regarding Family or Medical Leave are set forth in Section 10.2 of the Personnel Rules.

ARTICLE XXI – PREGNANCY DISABILITY LEAVE

Rules regarding Pregnancy Disability Leave are set forth in Section 10.3 of the Personnel Rules.

ARTICLE XXII – LEAVE OF ABSENCE DUE TO INJURY INCURRED WHILE ON DUTY

1. The City shall comply with applicable federal and state laws governing work-related injuries, leaves, and compensation.
2. Employees shall bring health and/or safety problems in the workplace to the attention of their supervisor as soon as possible.
3. The City shall coordinate accrued Sick Leave with Workers' Compensation benefits.
4. Employees who have exhausted their Sick Leave balances may use accrued Vacation Leave, Executive Leave, and/or Holiday Leave consistent with the provisions of Personnel Rules Subsection 10.3.1. Upon expiration of all paid leave time, an Employee shall be entitled to receive compensation only from the City's Workers' Compensation third-party administrator.

ARTICLE XXIII – BEREAVEMENT / COMPASSIONATE LEAVE

Rules regarding Bereavement/Compassionate Leave are set forth in Section 10.5 of the Personnel Rules.

ARTICLE XXIV – CATASTROPHIC LEAVE–SHARING PROGRAM

Rules regarding the Catastrophic Leave-Sharing Program are set forth in Administrative Directive – AD 10.

ARTICLE XXV – JURY DUTY

Rules regarding Jury Duty are set forth in Section 10.6 of the Personnel Rules.

ARTICLE XXVI – MILITARY LEAVE

Rules regarding Military Leave are set forth in Section 10.7 of the Personnel Rules.

ARTICLE XXVII – AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY

Rules regarding Authorized Leave of Absence are set forth in Section 10.8 of the Personnel Rules.

ARTICLE XXVIII – UNAUTHORIZED LEAVE OF ABSENCE

Rules regarding Unauthorized Leave of Absence are set forth in Section 10.9 of the Personnel Rules.

ARTICLE XXIX – PAID ADMINISTRATIVE LEAVE

Rules regarding Paid Administrative Leave are set forth in Section 10.10 of the Personnel Rules.

ARTICLE XXX – LEAVES IN CONJUNCTION WITH OTHER LEAVES

Rules regarding Leaves in Conjunction with Other Leaves are set forth in Section 10.11 of the Personnel Rules.

ARTICLE XXXI – TOTAL LEAVES OF ABSENCE

Rules regarding Total Leaves of Absence are set forth in Section 10.12 of the Personnel Rules.

ARTICLE XXXII – DAYS OFF WITHOUT PAY

Rules regarding Days Off without Pay are set forth in Section 10.13 of the Personnel Rules.

ARTICLE XXXIII – MUNICIPAL HOLIDAYS

1. Recognized Holidays. The following are recognized as Holidays:

The first day of January, New Year's Day.

The third Monday in January, Martin Luther King's Birthday.

The third Monday in February, President's Day.

The last Monday in May, Memorial Day.

The fourth day of July, Independence Day.

The first Monday in September, Labor Day.

The second Monday in October, Columbus Day.

The eleventh day of November, Veteran's Day.

The fourth Thursday in November, Thanksgiving Day.

The fourth Friday in November, the day after Thanksgiving Day.

The twenty-fifth day of December, Christmas Day.

One floating Holiday shall be posted on the first pay period in July and one floating Holiday on the first pay period in January to the Holiday Leave balance.

Any date proclaimed by the Mayor of Suisun City as a Holiday. Holidays proclaimed by the President of the United States or the Governor of the State of California shall be subject to the meet and confer process.

2. Observance. When a Holiday falls on Sunday, it shall be observed on the following Monday. When a Holiday falls on Saturday, it shall be observed on the preceding Friday.

3. Holiday Time Off. An Employee will accrue 8.0 hours of Holiday Time Off when assigned to a workweek of 40.0 hours, or 9.9 hours of Holiday Time Off when assigned to a workweek of 49.5 hours for each observed holiday. An Employee may use Vacation Leave, Executive Leave, or work additional time (on an hour-for-hour basis) during the work period to make up the difference between his/her scheduled time and his/her accrued Holiday Time Off.

4. Holiday Time Off Usage. Holiday Time Off may be used as follows:

- A. When a Holiday falls on a day when an Employee is scheduled to work and an Employee works that day for a period of time equal to at least the number of hours of Holiday Time Off afforded to that Employee, the Employee shall be paid for the hours worked on a hour-for-hour basis and the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.
- B. When a Holiday falls on a day when an Employee is not scheduled to work and the Employee does not work that day, the Employee shall have an amount equal to the number of Holiday Time Off hours credited to his/her Holiday Leave balance.
- C. When a Holiday falls on a day when an Employee is scheduled to work and the Employee does not work, the Employee shall be compensated as if he/she had worked that day consistent with Section 3 of this Article.

5. Holiday Leave Balance. Holiday Leave shall be accumulated separately from Vacation Leave. Holiday Leave may be used for paid leave purposes (essentially in the same manner as Vacation Leave). In order to encourage Employees to take advantage of their Holiday Leave, a maximum of 100 hours is allowed to accrue in that balance. Employees may not cash out Holiday Leave except upon leaving City service or in the case of an emergency with City Manager approval. If an Employee is at the limit, he/she must request to take Holiday Leave off. If a written request to do so is disapproved, the limit shall be increased by the City Manager. Failure to request time off would result in discontinuing the accrual of Holiday Leave until the balance is reduced by 20 hours.

ARTICLE XXXIV – REIMBURSEMENT FOR EDUCATION OR TRAINING

1. Approval. On the recommendation of a Department Head and the approval of the City Manager, any Employee may embark on an approved course of education to enhance his/her job skills. A course of study may include courses needed to gain a degree in a job-related field or to improve opportunities for advancement or promotion with the City of Suisun City. If the Employee's Department Head will not recommend reimbursement for a course of study, the Employee may appeal to the City Manager or designee.

2. Reimbursement. Reimbursement shall be at a rate of 50 percent (50%) of the cost per unit at Solano Community College, which shall not exceed \$1,000 per Employee per year. If an Employee leaves City service within two years of receiving education reimbursement, the Employee must reimburse the City an amount equal to half of the total education reimbursement paid by the City. Upon successful completion of the coursework, the Employee shall submit to the Department Head copies of dated receipts showing education costs (tuition, books, materials, mileage), as well as transcripts, grades or certificates showing successful course completion.

ARTICLE XXXV – PROBATIONARY PERIOD

Rules regarding Probationary Period are set forth in Section 7.5 of the Personnel Rules. These rules are amended to include the following provision:

At the discretion of their supervisor, Department Head, and City Manager, Probationary Employees may receive a performance evaluation and release from probationary status after six months, if the Employee's performance exceeds "Meets Standard".

ARTICLE XXXVI – PERFORMANCE EVALUATIONS

Annual Performance Evaluation. Every Regular Employee in the Classified Service shall receive a performance evaluation by his/her immediate supervisor at least annually. The annual review will normally occur within 30 days of the Employee's Anniversary Date, unless an alternate schedule is approved by the City Manager.

1. Purpose. The purpose of the Annual Performance Evaluation is to promote the successful performance of all City Employees through a process that provides feedback on past performance and directs future performance by identifying performance goals and objectives.
2. Procedure. The Assistant City Manager shall approve the format for performance evaluations, which may vary by department, Position, or Employee's responsibilities. The Employee's Department Head or designee will provide a written evaluation of the Employee's performance in a variety of skill or performance areas.
3. Merit Increases. In order to advance to a Pay Rate in the Pay Range, the evaluation must demonstrate that the advancement is merited on the basis of job performance. Performance ratings shall guide supervisors and Department Heads in determining whether merit advancements have been earned and should be recommended to the City Manager. Department Heads shall have the authority and responsibility to withhold or delay merit advancements if such advancement is not merited.

ARTICLE XXXVII – GRIEVANCE PROCEDURE

Rules regarding the Grievance Procedure are set forth in Chapter 11 of the Personnel Rules.

ARTICLE XXXVIII – DISCIPLINARY ACTION

Rules regarding the Disciplinary Action are set forth in Chapter 12 of the Personnel Rules.

ARTICLE XXXIX – CONTRACTING OUT

In the event that the City decides to outsource work to a private contractor that would result in the displacement of current represented Employees, the City shall include a request in the Request for Proposal (hereinafter "RFP") that prospective contractors include a proposal to hire said Employees in their response to the RFD.

ARTICLE XL – EMPLOYEE ASSISTANCE PROGRAM

The City will continue to provide an Employee Assistance Program (EAP). The program will include at a minimum but not limited to, five personal counseling sessions, counselors located within a reasonable commute distance, substance abuse counseling, availability of emergency visits, and workplace crisis response. Employees will be provided with a brochure outlining the benefits of the program.

ARTICLE XLI – IDENTIFICATION CARDS

The City shall continue to issue a City photo identification card to all represented Employees. The identification card shall include, at a minimum, the following information: City logo, City of Suisun City, Employee's photo, Employee's name, department, job title, date of issue, signature of the City Manager or designee.

ARTICLE XLII – LAYOFF AND REEMPLOYMENT

Rules regarding Layoff and Reemployment are set forth in Section 13.2 of the Personnel Rules.

ARTICLE XLIII – TEMPORARY MEASURES

1. Temporary Measures. The Parties agree that due to economic conditions, as well as actions by the State of California, that the City is forced to seek concessions from its Employees. The Parties recognize that the City could balance its budget by laying off Employees, but the Parties agree that it is preferable to rely on concessions that would ensure the Employees do not lose their jobs and that the community not suffer a more radical reduction in service delivery. The Parties have met and conferred in good faith and agreed to certain concessions, as well as certain recompense for these concessions. The Parties have also agreed to their preferences for unwinding these concessions as the fiscal situation improves. The Parties hereby declare that it is their mutual intention that these concessions be temporary and that they be unwound as soon as they can possibly be removed without fiscal harm to the City.

2. Pay Cut. The amounts set forth in Exhibit A reflect a five percent (5.0%) reduction in Base Pay for all job classes. These reductions shall remain in effect until such time as the Parties meet and confer on their modification.

3. Personal Time Off. In partial recompense for the pay cut agreed to by SCMPEA, the City hereby grants to the Employees Personal Time Off of up to 50 hours per fiscal year on the days designated in Exhibit B. Personal Time Off may not be accrued or cashed out; it must be taken on the designated dates.

4. Unwinding Protocol. The Parties agree that unwinding the Temporary Measures is subject to the meet and confer process as provided in the Meyers-Milias-Brown Act (Government Code Section 3500 *et seq.*). The Parties also agree that the preferred unwinding protocol should proceed as follows:

- A. Restore Pay Cuts. As soon as the City has sufficient confidence that the Pay Cut in part or in whole is no longer needed, the Parties will meet and confer on the implementation of the unwinding of some or all of the Pay Cut. As the Pay Cut is unwound, the provision of Family Leave will also be proportionately unwound.
- B. Selectively Fill Vacant Positions. The second highest priority is the selective filling of some or all of the positions that are being held vacant. The Parties acknowledge that the City Council has established a policy that the filling of any vacancy must first be approved by the City Council.
- C. Relax Cash-Out Restrictions. In order to ensure that the agreed-upon Pay Cuts have the desired effect on the budget, the Parties understand and agree that the cashing out of paid leave needs to be restricted to 32 hours of Executive Leave in December. After addressing Subsections 4.A. and 4.B. above, the Parties will meet and confer about relaxing the restrictions set forth in Section 5 of Article XXXIII as funding becomes available. Such discussions may occur within the context of discussions regarding Subsection 4.D. below.
- D. Provide COLAs. At such time as the fiscal situation has improved sufficiently, the Parties shall meet and confer on the cost-of-living adjustments (COLAs) that implement the Class and Compensation Study consistent with City Council policy direction within the limitations of the City's ability to pay.

ARTICLE XLIV – GENERAL PROVISIONS

- 1. Severability. If any provision of this Agreement should be held invalid or restrained by operation of law or by any court of competent jurisdiction, the remainder of this Agreement shall not be affected.
- 2. Full Understanding. The Parties agree that this Agreement sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and verbal statements shall not supersede any of its provisions.
- 3. No Requirement to Meet and Confer. Except as otherwise provided in this Article, the Parties agree that neither Party shall be required to meet and confer concerning any specific provision of this Agreement during the term of this Agreement.
- 4. Reopener. Upon the written request of the City Manager, the Parties agree to reopen negotiations during the term of this Agreement for the following purpose:
 - A. Declaration of a Fiscal Emergency by the City Council which could result in Layoffs if the Parties do not meet and confer on alternatives.
 - B. If any other bargaining group has an employment contract with the City of Suisun City that contains Temporary Measures that are more advantageous for the Employees than this Agreement, the Parties agree to meet and confer on the modification of Article XLIII of this Agreement.

**EXHIBIT A: Suisun City Management & Professional Employees' Association
Salary Schedule Effective July 1, 2012**

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Ending	Hourly
Police Commander*	255	\$ 6,351	\$ 36.64	\$ 8,574	\$ 49.46
Assistant City Engineer*	210	\$ 6,112	\$ 35.26	\$ 8,251	\$ 47.60
Financial Services Manager*	225	\$ 5,307	\$ 30.62	\$ 7,165	\$ 41.34
Police Support Services Manager*	270	\$ 5,093	\$ 29.39	\$ 6,876	\$ 39.67
Assistant/Associate Engineer- Associate*	221	\$ 5,093	\$ 29.39	\$ 6,876	\$ 39.67
Fire Division Chief*	237	\$ 5,093	\$ 29.39	\$ 6,876	\$ 39.67
Public Works Superintendent*	265	\$ 5,093	\$ 29.39	\$ 6,876	\$ 39.67
Project Manager*	260	\$ 4,635	\$ 26.74	\$ 6,258	\$ 36.10
Senior Accountant*	205	\$ 4,635	\$ 26.74	\$ 6,258	\$ 36.10
Senior Building Inspector*	215	\$ 4,635	\$ 26.74	\$ 6,258	\$ 36.10
Assistant/Associate Engineer-Assistant*	220	\$ 4,630	\$ 26.71	\$ 6,251	\$ 36.06
Assistant/Associate Planner-Associate*	251	\$ 4,415	\$ 25.47	\$ 5,960	\$ 34.39
Management Analyst I/II-II*	236	\$ 4,415	\$ 26.28	\$ 5,960	\$ 34.39
Housing Manager*	230	\$ 4,244	\$ 24.48	\$ 5,729	\$ 33.05
Info. Technology Systems Administrator*	275	\$ 4,244	\$ 24.48	\$ 5,729	\$ 33.05
Marketing Manager*	245	\$ 4,030	\$ 23.25	\$ 5,441	\$ 31.39
Accountant*	200	\$ 4,013	\$ 23.15	\$ 5,418	\$ 31.26
Assistant/Associate Planner-Assistant*	250	\$ 4,013	\$ 23.15	\$ 5,418	\$ 31.26
Management Analyst I/II-I*	235	\$ 4,013	\$ 23.15	\$ 5,418	\$ 31.26
Marina Supervisor*	240	\$ 4,013	\$ 23.15	\$ 5,418	\$ 31.26
Administrative Fire Captain*	201	\$ 3,569	\$ 16.64	\$ 4,818	\$ 22.46
Public Works Supervisor*	222	\$ 3,569	\$ 20.59	\$ 4,818	\$ 27.80
Recreation Supervisor*	241	\$ 3,204	\$ 18.48	\$ 4,325	\$ 24.95

Bold denotes benchmark class

***Exempt**

EXHIBIT B: PERSONAL TIME OFF

Pursuant to Section 3 of Article XLIII, Personal Time Off shall be provided as a partial recompense for concessions made by SCMPEA. Personal Time Off shall be provided as follows:

1. Employees Working 5/40 or 9/80 Schedules. Employees working either a 5/40 or 9/80 work schedule shall be granted paid leave for all scheduled work hours on the last working Friday of the first month of each quarter during the term of this Agreement, as well as the day before Christmas is observed and the day before New Year's Day is observed. During the Term of this Agreement these dates shall be the following: July 27, 2012; October 19, 2012; December 24, 2012; December 31, 2012; January 25, 2013; April 19, 2013; July 26, 2013; October 18, 2013; December 24, 2013; and December 31, 2013.
2. B&PW Employees Working Alternate 9/80 Schedules. Certain Employees in the Building & Public Works Department work a 9/80 schedule with alternate Fridays off from most Employees working a 9/80 schedule at City Hall. Those Employees working the Alternate 9/80 schedule shall be granted paid leave for all scheduled work hours on the second to last working Friday of the first month of each quarter during the term of this Agreement, as well as the day before Christmas is observed and the day before New Year's Day is observed. During the Term of this Agreement these dates shall be the following: July 20, 2012; October 12, 2012; December 24, 2012; December 31, 2012; January 18, 2013; April 12, 2013; July 19, 2013; October 11, 2013; December 24, 2013; and December 31, 2013.
3. SCFD Employees Working 4/49.5 Schedules. SCFD Employees working a 4/49.5 work schedule shall be granted paid leave for all scheduled work hours for one Workday at the end of a work week in July, 2012; October, 2012; December, 2012; January, 2013; April, 2013; July, 2013; October, 2013; and December, 2013. The affected Employees shall work with their supervisors to schedule their Personal Time Off days.

RESOLUTION NO. 2012-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING UNREPRESENTED EXECUTIVE MANAGEMENT AND
CONFIDENTIAL EMPLOYEES TO RECEIVE PAY AND BENEFITS
COMPARABLE TO THOSE RECEIVED BY REPRESENTED EMPLOYEES**

WHEREAS, on July 5, 1994, the City Council adopted Resolution No. 94-46 which authorized the City Manager to adjust comparable management compensation by the same factors as those agreed to by the Suisun City Police Officers' Association and the Suisun City Employees' Association; and

WHEREAS, on May 8, 2008, the various management and professional Employees sought and received recognition as the Suisun City Management & Professional Employees' Association pursuant to Resolution No. 74-33; and

WHEREAS, Executive Management Employees and Confidential Employees continue to be unrepresented; and

WHEREAS, the City Council is desirous of extending comparable pay and benefits to unrepresented Executive Management and Confidential Employees.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to adjust the pay and benefits of Executive Management Employees and Confidential Employees comparable to the adjustments contained in the applicable memorandum of understanding consistent with Exhibit A.

PASSED AND ADOPTED by the City Council of the City of Suisun City at a regular meeting thereof held on the 17th day of July, 2012 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of July, 2012.

Linda Hobson, CMC
City Clerk

EXHIBIT A: Pay and Benefits for Executive Management Employees and Confidential Employees

1. Executive Management Employees. All Employees listed in Section 1 of Exhibit A of the Salary Resolution, as well as the Police Chief shall be considered Executive Management Employees. Executive Management Employees serve at the will of the City Manager. Executive Management Employees may enter into individual employment contracts with the City. In the event that there are provisions in such contracts that are inconsistent with the provisions of this Resolution, the provisions of the individual contracts shall apply. Except as provided in this Exhibit, all of the provisions of the Memorandum of Understanding (MOU) between the City and the Suisun City Management & Professional Employees' Association (hereinafter "SCMPEA") shall be applicable to Executive Management Employees.

2. Confidential-Management Employees. The following positions are hereby designated as Confidential-Management Employees:

Secretary to City Manager/Deputy City Clerk

Except as provided in this Exhibit, all of the provisions of the MOU between the City and the Suisun City Management & Professional Employees' Association (hereinafter "SCMPEA") shall be applicable to Confidential-Management Employees.

3. Confidential-Non-Management Employees. The following positions are hereby designated as Confidential-Management Employees:

Administrative Assistant II in the Police Department

Except as provided in this Exhibit, all of the provisions of the MOU between the City and the Suisun City Employee's Association (hereinafter "SCEA").

4. Personnel Rules and Regulations. Administrative Directive – AD7 contains the City's Personnel Rules and Regulations (hereinafter "Rules"). As provided therein, these Rules apply to all City Employees including those covered by this Resolution.

5. Salary. All Employees covered by this Resolution shall receive a salary consistent with the Salary Resolution as may be amended from time to time by the City Council. Any adjustments to Executive Management Employees and Confidential-Management Employees salaries will be made in the same manner as those adjustments applied to Employees represented by SCMPEA. Any adjustments to Confidential-Non-Management Employees salaries will be made in the same manner as those adjustments applied to Employees represented by SCEA.

6. Deferred Compensation. The City shall match employee contributions to deferred compensation of up to \$140.00 per pay period for Executive Management Employees and up to \$93.00 per pay period for Confidential Employees.

7. Exempt Designation. Employees who are designated as "Exempt" in Exhibit A of the Salary Resolution shall not be entitled to Overtime pay.

8. Non-Exempt Employees. Employees who not designated as “Exempt” in Exhibit A of the Salary Resolution shall be “Non-Exempt”, and they shall be entitled to receive Overtime pay.

9. Uniform Allowance. Annually on or before the dates indicated, the City shall pay those Employees required to wear uniforms in the performance of their duties as follows:

<u>Job Class</u>	<u>3/15</u>	<u>9/15</u>
Police Chief	\$500.00	\$500.00
Fire Chief	350.00	350.00

10. Payment of SDI Premiums. SDI premiums shall be paid in full by the City on behalf of all Employees covered by this Resolution.

11. Flexible Benefit Options. Employees covered by this Resolution shall be eligible to receive a Flexible Benefit Credit of \$473.00 per month. The Flexible Benefit Credit may be allocated as provided in the applicable MOU.

12. City Councilmember 5% Pay Cut. Employee concessions by all represented and unrepresented Employees have been calculated based on a 5.0% reduction in salary. State law prohibits adjusting the salaries of councilmembers during their terms, so the City Council’s equitable share of the across-the-board concession has been calculated based on salaries, but applied as a reduction in Vehicle Allowance. Accordingly, Resolution No. 2007-97 is hereby amended to provide the following Vehicle Allowances:

Mayor	\$394.78
Mayor Pro Tempore	359.78
Councilmember	359.78

13. Other Sections Applicable to City Councilmembers. Sections 4, 6 and 11 of this Resolution shall apply to City Councilmembers.

RESOLUTION NO. 2012-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AMENDING THE SALARY RESOLUTION NO. 2012-54 TO ADJUST SALARIES OF
EMPLOYEES COVERED BY THE TWO APPROVED MEMORANDUMS OF
UNDERSTANDING, AS WELL AS FOR UNREPRESENTED EMPLOYEES**

WHEREAS, on July 17, 2012, the City Council approved an 18-month MOU with the Suisun City Management & Professional Employees' Association that provides for certain adjustments effective July 1, 2012; and

WHEREAS, on July 17, 2012, the City Council approved an 18-month MOU with the Suisun City Employees' Association that provides for certain adjustments effective July 1, 2012; and

WHEREAS, on July 17, 2012, the City Council adopted Resolution No. 2012-__ which provides that the City Manager is authorized to adjust the compensation of unrepresented Executive Management and Confidential employees by the same factors contained in the MOUs with the City's other bargaining groups; and

WHEREAS, the attached revised Exhibit A would implement those adjustments for FY 2012-13; and

WHEREAS, these adjustments have been agreed to by the applicable Recognized Employee Organizations regarding Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Suisun City that the consolidated Salary Resolution, attached as Exhibit A, shall be and is hereby adopted and, and shall remain in effect unless or until it is amended by Resolution of the City Council of the City of Suisun City. All previously adopted Resolutions that may be in conflict with this Resolution are hereby rescinded.

BE IT FURTHER RESOLVED that the amounts indicated as monthly compensation are for comparison purposes only. The hourly compensation amounts indicated shall be the basis for compensation for all job classes listed in Exhibit A. Temporary employees may be compensated at the hourly rate for any applicable job class listed in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, duly held on the 17th day of July 2012 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of July 2012.

Linda Hobson, CMC
City Clerk

SALARY SCHEDULE

Exhibit A

Effective: July 6, 2012

Section 1 - Executive Management

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Ending	Hourly
City Manager*	100	\$ 9,700	\$ 55.96	\$ 13,095	\$ 75.55
Assistant City Manager/Admin. Services*	105	\$ 8,106	\$ 46.77	\$ 10,943	\$ 63.13
Building & Public Works Director*	123	\$ 7,144	\$ 41.22	\$ 9,644	\$ 55.64
Public Works Director/City Engineer*	120	\$ 7,144	\$ 41.22	\$ 9,644	\$ 55.64
Community Development Director*	130	\$ 6,370	\$ 36.75	\$ 8,599	\$ 49.61
Economic Development Director*	125	\$ 6,370	\$ 36.75	\$ 8,599	\$ 49.61
Chief Building Official*	135	\$ 6,370	\$ 36.75	\$ 8,599	\$ 49.61
Recreation & Community Services Director*	140	\$ 6,370	\$ 36.75	\$ 8,599	\$ 49.61
Fire Chief*	115	\$ 6,370	\$ 36.75	\$ 8,599	\$ 49.61

*Exempt

SALARY SCHEDULE

Exhibit A

Effective: July 6, 2012

Section 2 - Police Management

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Monthly	Hourly
Police Chief*	110	\$ 7,144	\$ 41.22	\$ 9,644	\$ 55.64
Police Commander*	255	\$ 6,351	\$ 36.64	\$ 8,574	\$ 49.46

*Exempt

SALARY SCHEDULE

Exhibit A

Effective: July 6, 2012

Section 3 - Professional/Technical

Job Class	Range	Starting		Ending	
		Monthly	Hourly	Ending	Hourly
Assistant City Engineer*	210	\$ 6,112	\$ 35.26	\$ 8,251	\$ 47.60
Financial Services Manager*	225	\$ 5,307	\$ 30.62	\$ 7,165	\$ 41.34
Police Support Services Manager*	270	\$ 5,093	\$ 29.39	\$ 6,876	\$ 39.67
Assistant/Associate Engineer- Associate*	221	\$ 5,093	\$ 29.39	\$ 6,876	\$ 39.67
Fire Division Chief*	237	\$ 5,093	\$ 29.39	\$ 6,876	\$ 39.67
Public Works Superintendent*	265	\$ 5,093	\$ 29.39	\$ 6,876	\$ 39.67
Project Manager*	260	\$ 4,635	\$ 26.74	\$ 6,258	\$ 36.10
Senior Accountant*	205	\$ 4,635	\$ 26.74	\$ 6,258	\$ 36.10
Senior Building Inspector*	215	\$ 4,635	\$ 26.74	\$ 6,258	\$ 36.10
Assistant/Associate Engineer-Assistant*	220	\$ 4,630	\$ 26.71	\$ 6,251	\$ 36.06
Assistant/Associate Planner-Associate*	251	\$ 4,415	\$ 25.47	\$ 5,960	\$ 34.39
Management Analyst I/II-II*	236	\$ 4,415	\$ 26.28	\$ 5,960	\$ 34.39
Housing Manager*	230	\$ 4,244	\$ 24.48	\$ 5,729	\$ 33.05
Info. Technology Systems Administrator*	275	\$ 4,244	\$ 24.48	\$ 5,729	\$ 33.05
Marketing Manager*	245	\$ 4,030	\$ 23.25	\$ 5,441	\$ 31.39
Accountant*	200	\$ 4,013	\$ 23.15	\$ 5,418	\$ 31.26
Assistant/Associate Planner-Assistant*	250	\$ 4,013	\$ 23.15	\$ 5,418	\$ 31.26
Management Analyst I/II-I*	235	\$ 4,013	\$ 23.15	\$ 5,418	\$ 31.26
Marina Supervisor*	240	\$ 4,013	\$ 23.15	\$ 5,418	\$ 31.26
Administrative Fire Captain*	201	\$ 3,569	\$ 16.64	\$ 4,818	\$ 22.46
Public Works Supervisor*	222	\$ 3,569	\$ 20.59	\$ 4,818	\$ 27.80
Recreation Supervisor*	241	\$ 3,204	\$ 18.48	\$ 4,325	\$ 24.95

Bold denotes benchmark class

*Exempt

SALARY SCHEDULE

Exhibit A

Effective: July 1, 2010

Section 4 - Police Non-Management

Job Class w/ Incentive &/or Assignment Pa	Range	A Step		B Step		C Step		D Step		E Step		F Step		G Step	
		Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Police Officer	400	\$ 4,667	\$ 26.93	\$4,900	\$ 28.27	\$5,145	\$ 29.68	\$5,403	\$ 31.17	\$5,673	\$ 32.73	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. Certificate	401	\$ 4,900	\$ 28.27	\$5,145	\$ 29.68	\$5,403	\$ 31.17	\$5,673	\$ 32.73	\$5,956	\$ 34.36	N/A	N/A	N/A	N/A
Police Officer w/ POST Int. & Adv Certs	402	\$ 5,145	\$ 29.68	\$5,403	\$ 31.17	\$5,673	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08	N/A	N/A	N/A	N/A
Senior Police Officer	410	N/A	N/A	N/A	N/A	\$5,145	\$ 29.68	\$5,403	\$ 31.17	\$5,673	\$ 32.73	\$5,956	\$ 34.36	N/A	N/A
Senior Police Officer w/ POST Int. Cert.	411	N/A	N/A	N/A	N/A	\$5,403	\$ 31.17	\$5,673	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08	N/A	N/A
Senior Police Officer w/ POST Int. & Adv	412	N/A	N/A	N/A	N/A	\$5,673	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08	\$6,567	\$ 37.89	N/A	N/A
Master Police Officer	420	N/A	N/A	N/A	N/A	\$5,145	\$ 29.68	\$5,402	\$ 31.17	\$5,672	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08
Master Police Officer w/ POST Int. Cert.	421	N/A	N/A	N/A	N/A	\$5,402	\$ 31.17	\$5,672	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08	\$6,566	\$ 37.88
Master Police Officer w/ POST Int. & Adv	422	N/A	N/A	N/A	N/A	\$5,672	\$ 32.73	\$5,956	\$ 34.36	\$6,254	\$ 36.08	\$6,566	\$ 37.88	\$6,895	\$ 39.78
Police Sergeant	450	\$ 5,812	\$ 33.53	\$6,103	\$ 35.21	\$6,408	\$ 36.97	\$6,728	\$ 38.82	\$7,065	\$ 40.76	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. Certificate	451	\$ 6,103	\$ 35.21	\$6,408	\$ 36.97	\$6,728	\$ 38.82	\$7,065	\$ 40.76	\$7,418	\$ 42.79	N/A	N/A	N/A	N/A
Police Sergeant w/ POST Int. & Adv.	452	\$ 6,408	\$ 36.97	\$6,728	\$ 38.82	\$7,065	\$ 40.76	\$7,418	\$ 42.79	\$7,789	\$ 44.93	N/A	N/A	N/A	N/A
Master Police Sergeant	460	N/A	N/A	N/A	N/A	\$7,065	\$ 40.76	\$7,418	\$ 42.79	\$7,789	\$ 44.93	\$8,178	\$ 47.18	\$8,587	\$ 49.54

Bold denotes benchmark class

SALARY SCHEDULE

Exhibit A

Effective: July 6, 2012

Section 5 - General City Service

Job Class	Range	A Step		B Step		C Step		D Step		E Step	
		Monthly	Hourly								
Computer Technician	545	\$4,380	\$25.27	\$4,599	\$26.54	\$4,829	\$27.86	\$5,071	\$29.26	\$5,324	\$ 30.72
Building Inspector I/II-II	521	\$4,167	\$24.04	\$4,375	\$25.24	\$4,594	\$26.50	\$4,823	\$27.83	\$5,065	\$ 29.22
Public Works Inspector	570	\$4,167	\$24.04	\$4,375	\$25.24	\$4,594	\$26.50	\$4,823	\$27.83	\$5,065	\$ 29.22
Sec to City Mgr/Dep City Clerk*	300	\$3,909	\$22.55	\$4,105	\$23.68	\$4,310	\$24.87	\$4,525	\$26.11	\$4,752	\$ 27.41
Youth Services Specialist	590	\$3,887	\$22.43	\$4,082	\$23.55	\$4,286	\$24.73	\$4,500	\$25.96	\$4,725	\$ 27.26
Senior Com. & Rec. Technician	530	\$3,802	\$21.93	\$3,992	\$23.03	\$4,192	\$24.18	\$4,401	\$25.39	\$4,621	\$ 26.66
Building Inspector I/II-I	520	\$3,789	\$21.86	\$3,978	\$22.95	\$4,177	\$24.10	\$4,386	\$25.30	\$4,605	\$ 26.57
Recreation Supervisor	585	\$3,559	\$20.53	\$3,737	\$21.56	\$3,923	\$22.64	\$4,120	\$23.77	\$4,326	\$ 24.96
Housing Specialist I/II-II	561	\$3,544	\$20.45	\$3,722	\$21.47	\$3,908	\$22.54	\$4,103	\$23.67	\$4,308	\$ 24.86
Com. & Rec. Technician I/II-II	526	\$3,456	\$19.94	\$3,629	\$20.94	\$3,810	\$21.98	\$4,001	\$23.08	\$4,201	\$ 24.24
Housing Specialist I/II-I	560	\$3,376	\$19.48	\$3,545	\$20.45	\$3,722	\$21.48	\$3,908	\$22.55	\$4,104	\$ 23.68
Administrative Assistant II	511	\$3,376	\$19.48	\$3,545	\$20.45	\$3,722	\$21.48	\$3,908	\$22.55	\$4,104	\$ 23.68
Recreation Coordinator	580	\$3,292	\$18.99	\$3,456	\$19.94	\$3,629	\$20.94	\$3,811	\$21.98	\$4,001	\$ 23.08
Senior Account Clerk	505	\$3,279	\$18.92	\$3,443	\$19.87	\$3,616	\$20.86	\$3,796	\$21.90	\$3,986	\$ 23.00
Senior Maintenance Worker	568	\$3,228	\$18.63	\$3,390	\$19.56	\$3,560	\$20.54	\$3,738	\$21.56	\$3,925	\$ 22.64
Fleet Mechanic	555	\$3,228	\$18.62	\$3,390	\$19.55	\$3,559	\$20.53	\$3,737	\$21.56	\$3,924	\$ 22.64
Com. & Rec. Technician I/II-I	525	\$3,228	\$18.62	\$3,390	\$19.55	\$3,559	\$20.53	\$3,737	\$21.56	\$3,924	\$ 22.64
Administrative Assistant I	510	\$3,154	\$18.20	\$3,312	\$19.11	\$3,477	\$20.06	\$3,651	\$21.06	\$3,834	\$ 22.12
Maintenance Worker I/II-II	566	\$3,075	\$17.74	\$3,229	\$18.63	\$3,390	\$19.56	\$3,560	\$20.54	\$3,738	\$ 21.56
Community Services Officer I/II-II	536	\$3,045	\$17.57	\$3,197	\$18.44	\$3,357	\$19.37	\$3,525	\$20.33	\$3,701	\$ 21.35
Maintenance Worker I/II-I	565	\$2,796	\$16.13	\$2,936	\$16.94	\$3,082	\$17.78	\$3,237	\$18.67	\$3,398	\$ 19.61
Bldg Maintenance Worker I/II-II	516	\$2,796	\$16.13	\$2,936	\$16.94	\$3,082	\$17.78	\$3,237	\$18.67	\$3,398	\$ 19.61
Community Services Officer I/II-I	535	\$2,766	\$15.96	\$2,905	\$16.76	\$3,050	\$17.60	\$3,202	\$18.48	\$3,363	\$ 19.40
Account Clerk I/II-II	501	\$2,671	\$15.41	\$2,805	\$16.18	\$2,945	\$16.99	\$3,092	\$17.84	\$3,247	\$ 18.73
Office Assistant	509	\$2,639	\$15.23	\$2,771	\$15.99	\$2,910	\$16.79	\$3,055	\$17.63	\$3,208	\$ 18.51
Bldg Maintenance Worker I/II-I	515	\$2,541	\$14.66	\$2,668	\$15.39	\$2,802	\$16.16	\$2,942	\$16.97	\$3,089	\$ 17.82
Account Clerk I/II-I	500	\$2,428	\$14.01	\$2,550	\$14.71	\$2,677	\$15.44	\$2,811	\$16.22	\$2,951	\$ 17.03

Bold denotes benchmark class

*Exempt

SALARY SCHEDULE

Exhibit A

Effective: July 1, 2010

Section 6 - Temporary/Hourly

Job Class	Range	A	B	C	D	E
Traffic Engineer - Temp	959	\$85.00				
Economic Development Consultant	955	\$65.00				
Assistant Engineer - Temp	900	\$19.05	\$20.00	\$21.00	\$22.05	\$23.15
Police Officer - Temp	905	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Firefighter - Temp	910	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Maintenance Worker II - Temp	916	\$16.28	\$17.09	\$17.94	\$18.84	\$19.78
Communications & Records Tech I - Temp	920	\$15.75	\$16.54	\$17.36	\$18.23	\$19.14
Administrative Assistant I - Temp	925	\$15.44	\$16.21	\$17.02	\$17.87	\$18.76
Community Services Officer I/II-I - Temp	930	\$14.79	\$15.53	\$16.31	\$17.13	\$17.98
Maintenance Worker I - Temp	915	\$14.79	\$15.53	\$16.31	\$17.13	\$17.98
Recreation Specialist Supervisor	939	\$13.95	\$14.65	\$15.38	\$16.15	\$16.96
Building Maintenance Worker I/II-I - Temp	914	\$13.45	\$14.12	\$14.83	\$15.57	\$16.35
Office Assistant - Temp	926	\$12.68	\$13.32	\$13.98	\$14.68	\$15.42
Recreation Specialist III	937	\$12.68	\$13.32	\$13.98	\$14.68	\$15.42
Recreation Specialist II	936	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Financial Services Intern	951	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Planning/Public Works Intern	945	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Computer Systems Intern	950	\$11.53	\$12.11	\$12.71	\$13.35	\$14.01
Recreation Specialist I	935	\$10.48	\$11.00	\$11.55	\$12.13	\$12.74
Recreation Leader/Building Attendent III	943	\$9.68	\$10.16	\$10.67	\$11.21	\$11.77
Recreation Leader/Building Attendent II	942	\$8.80	\$9.24	\$9.70	\$10.19	\$10.70
Recreation Leader/Building Attendent I	941	\$8.00	\$8.40	\$8.82	\$9.26	\$9.72
Recreation Leader Trainee	940	\$7.27	\$7.64	\$8.02	\$8.42	\$8.84

AGENDA TRANSMITTAL

MEETING DATE: July 17, 2012

CITY AGENDA ITEM: Council Adoption of Resolution No. 2012-__: Authorizing the Mayor to Execute an Agreement with Liebert Cassidy Whitmore for Legal Services.

FISCAL IMPACT: The costs of the services provided under the agreement are anticipated not to exceed \$3,000. Funds are available in the Non-Departmental budget for legal services.

BACKGROUND: On June 7, 2011, the City Council adopted Resolution No. 2011-52, the City's Personnel Rules and Regulations. That Resolution provides that employees may appeal major disciplinary actions to a Hearing Officer, who will present his/her findings to the City Council for the Council's review. Since the City Attorney's Office routinely is involved in the preparation and prosecution of disciplinary actions, it would be a potential conflict of interest for the City Attorney's Office to advise the City Council during its review meeting.

STAFF REPORT: On June 19, 2012, the City Council met in closed session, and directed staff to prepare an agreement with Liebert Cassidy Whitmore (LCW), a law firm that specializes in employment law, to serve as Special Counsel to the City Council regarding an appeal of a major disciplinary action. LCW would serve as conflict counsel to the City Council, as well as provide the Council with consulting, representational, and legal services pertaining to the Council's review of the Hearing Officer's findings and recommendations regarding an appeal of one major disciplinary action. The costs are not expected to exceed \$3,000, and the City would not be billed for travel expenses.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2012-__: Authorizing the Mayor to Execute an Agreement with Liebert Cassidy Whitmore for Legal Services.

ATTACHMENTS:

1. Resolution No. 2012-__: Authorizing the Mayor to Execute an Agreement with Liebert Cassidy Whitmore for Legal Services.

PREPARED BY:

Ronald C. Anderson, Jr., Assistant City Manager

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

RESOLUTION NO. 2012-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH LIEBERT
CASSIDY WHITMORE FOR LEGAL SERVICES**

WHEREAS, on June 7, 2011, the City Council adopted Resolution No. 2011-52, the City's Personnel Rules and Regulations; and

WHEREAS, that Resolution provides that employees may appeal major disciplinary actions to a Hearing Officer, who will present his/her findings to the City Council for the Council's review; and

WHEREAS, since the City Attorney's Office routinely is involved in the preparation and prosecution of disciplinary actions, it would be a potential conflict of interest for the City Attorney's Office to advise the City Council during its review meeting; and

WHEREAS, on June 19, 2012, the City Council met in closed session, and directed staff to prepare an agreement with Liebert Cassidy Whitmore (LCW), a law firm that specializes in employment law, to serve as Special Counsel to the City Council regarding an appeal of a major disciplinary action; and

WHEREAS, LCW would serve as conflict counsel to the City Council, as well as provide the Council with consulting, representational, and legal services pertaining to the Council's review of the Hearing Officer's findings and recommendations regarding an appeal of one major disciplinary action; and

WHEREAS, the costs are not expected to exceed \$3,000, and the City would not be billed for travel expenses.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Suisun City hereby authorizes the Mayor to Execute an Agreement with Liebert Cassidy Whitmore for legal services pertaining to the Council's review of the Hearing Officer's findings and recommendations regarding an appeal of one major disciplinary action.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City held on Tuesday the 17th day of July 2012 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of July 2012.

Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: July 17, 2012

HOUSING AUTHORITY AGENDA ITEM: Housing Authority Adoption of Resolution No. HA 2012-___: Authorizing the Execution of a Termination and Settlement Agreement Relating to Resale Restrictions and Option to Purchase on one Property in Harbor Park.

FISCAL IMPACT: The Housing Authority would receive \$3,750 from Wells Fargo Bank.

BACKGROUND: The now dissolved Redevelopment Agency (the “Agency”) provided assistance for the development of the Harbor Park neighborhood (“Harbor Park”) to promote the development and construction of residential units for low- and moderate-income persons and households. The Agency recorded Resale Restriction and Option to Purchase Agreements against 36 homes in this neighborhood in order to establish resale controls, and to provide for continued affordability consistent with Community Redevelopment Law. As a result of the dissolution of the Agency, the Resale Restriction and Option to Purchase Agreements along with other assets of the Agency’s low- and moderate-income housing fund were transferred to the Suisun City Housing Authority.

World Savings Bank, which was ultimately acquired by Wells Fargo Bank, provided a cash-out refinance loan on a property in Harbor Park that violated the Resale Restriction Agreement and Option to Purchase (the “Agreement”) recorded against the property. The borrower has defaulted on the loan and the current owner of the loan (Wells Fargo Bank) wishes to foreclose on the property.

STAFF REPORT: Since the loan was made in violation of the Agreement, the foreclosure process has been stayed, and staff has worked with the lender toward a solution that would either: (i) retain the availability of the unit to a low- and moderate-income person or household consistent with the terms of the original Agreement; or, (ii) provide compensation for the investment made by the Agency.

Wells Fargo Bank was unable to commit to a solution that would allow for the unit to remain available to low- and moderate-income persons or households. Further, the term of the Agreement runs through February of 2013, and upon termination of the Agreement, the Housing Authority has no interest or restrictions on the property. Thus, a settlement agreement has been crafted that terminates the Agreement in exchange for a \$3,750 payment to the Agency. In light of the fact that the Agency would have no right or restrictions on the property as of February 2013, and the likelihood of legal costs that would exceed a settlement amount in the event of litigation on this issue, staff is recommending the Housing Authority authorize the execution of the settlement agreement.

PREPARED BY:

Jason D. Garben, Economic Development Director

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

If the Authority approves the transaction, the \$3,750 would be deposited with the Housing Authority and be available for reinvestment in activities associated with the preservation or creation of affordable housing for low- and moderate-income persons or households.

RECOMMENDATION: It is recommended that the Authority adopt Resolution No. HA 2012-__: Authorizing the Execution of a Termination and Settlement Agreement Relating to Resale Restrictions and Option to Purchase on one Property in Harbor Park.

ATTACHMENTS:

1. Resolution No. HA 2012-__: Authorizing the Execution of a Termination and Settlement Agreement Relating to Resale Restrictions and Option to Purchase on one Property in Harbor Park.
2. Settlement Agreement.

RESOLUTION NO. HA 2012 - ____

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF SUISUN CITY
AUTHORIZING THE EXECUTION OF A TERMINATION AND
SETTLEMENT AGREEMENT RELATING TO RESALE RESTRICTIONS
AND OPTION TO PURCHASE ON ONE PROPERTY IN HARBOR PARK**

WHEREAS, on December 29, 2011, the California Supreme Court issued its opinion in the case of *California Redevelopment Association, et al. v. Ana Matosantos, etc., et al.*, Case No. S196861, and upheld the validity of AB 26 X1 (AB 26) and invalidated AB 27 X1 (AB 27); and

WHEREAS, the Court's decision results in the implementation of AB 26, which dissolves all redevelopment agencies in the State of California as of February 1, 2012; and

WHEREAS, pursuant to a provision of AB 26, codified as Health & Safety Code Section 34176, as set forth by resolution adopted to or concurrent with this Resolution, the City Council of the City of Suisun City elected to retain the housing assets and functions of the dissolved Redevelopment Agency of the City of Suisun City (the "Redevelopment Agency") through the Housing Authority; and

WHEREAS, the Board of the Housing Authority of the City of Suisun City memorialized the Authority's acceptance of the housing assets and function of the dissolved Redevelopment Agency on January 31, 2012, pursuant to Housing Authority Resolution No. HA 2012-01; and

WHEREAS, the now dissolved redevelopment agency provided assistance to promote the development and construction of the Harbor Park neighborhood; and

WHEREAS, the now dissolved redevelopment agency recorded Resale Restriction Agreements against 36 units within the Harbor Park neighborhood in order to establish resale controls to provide for continued availability of each unit to low- and moderate-income persons and households, which are now the responsibility of the Housing Authority of the City of Suisun City; and

WHEREAS, Wells Fargo Bank wishes to foreclose on a loan made in violation of the Resale Restriction Agreement and Option to Purchase recorded on the 14th day of February, in the year 2003, as Document Number 200300024112, Office of the County Recorder of Solano County; and

WHEREAS, the foreclosure will terminate the Housing Authority's ability to provide for continued availability of the property to low- and moderate-income persons and households; and

WHEREAS, the Housing Authority wishes to enter into a Termination of Resale Restrictions and Settlement Agreement Relating to the Resale Restrictions and Option to Purchase (the "Agreement") with Wells Fargo Bank in exchange for a \$3,750 payment; and

WHEREAS, the \$3,750 payment is consistent with the spirit of the Resale Restriction Agreement and Option to Purchase, and will allow the Housing Authority to reinvest the funds in activities associated with the preservation and production of housing units for low- and moderate-income persons and households.

NOW, THEREFORE, BE IT RESOLVED that the Suisun City Housing Authority hereby finds and determines that the foregoing recitals are true and correct and incorporated herein by this reference; and

BE IT FURTHER RESOLVED that the Executive Director, or designee, is hereby authorized to execute the Agreement on behalf of the Housing Authority, together with such non-substantive changes and amendments as may be approved by the Housing Authority Executive Director and legal Counsel, and the Executive Director, or designee, is hereby authorized, on behalf of the Housing Authority, to sign all documents necessary and appropriate to carry out and implement the Agreement, and to administer the Authority's obligations, responsibilities and duties to be performed under the Agreement.

PASSED AND ADOPTED at a regular meeting of the Housing Authority of the City of Suisun City held on Tuesday, the 17th of July 2012, by the following vote:

AYES:	BOARDMEMBERS:	_____
NOES:	BOARDMEMBERS:	_____
ABSTAIN:	BOARDMEMBERS:	_____
ABSENT:	BOARDMEMBERS:	_____

WITNESS my hand and the seal of the City of Suisun City this 17th of July, 2012.

Linda Hobson, CMC
Secretary

RECORDING REQUESTED BY

Housing Authority
City of Suisun City
701 Civic Center Boulevard
Suisun City, CA 94585

AND WHEN RECORDED MAIL TO

Anglin, Flewelling, Rasmussen, Campbell &
Trytten LLP
199 S. Los Robles Avenue, Suite 600
Pasadena, California 91101
Attn: Richard G. Rasmussen, Esq.

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§27383

SPACE ABOVE THIS LINE FOR RECORDERS USE

A.P.N. NO: 32-472-160

**TERMINATION OF RESALE RESTRICTIONS AND SETTLEMENT
AGREEMENT RELATING TO RESALE RESTRICTIONS AND
OPTION TO PURCHASE**

By and through this Termination of Resale Restrictions and Settlement Agreement Relating to Resale Restrictions and Option to Purchase ("Agreement"), the Suisun City Housing Authority, a California public agency ("Authority"), and Wells Fargo Bank, N.A, a national banking association, successor by merger with Wells Fargo Bank Southwest, N.A., formerly known as Wachovia Mortgage, FSB, formerly known as World Savings Bank, FSB ("Bank"), do hereby agree as follows:

1. A Resale Restriction Agreement and Option to Purchase ("Resale Restriction Agreement") was recorded on the 14th day of February, in the year 2003 as Document Number 200300024112 in the Official Records of the Office of the County Recorder of Solano County. The Resale Restriction Agreement and the restrictions set forth therein are sometimes collectively referred to herein as the "Covenants".

2. The Covenants affect that property legally described as follows:

LEGAL DESCRIPTION:

Lot 20, as shown on that certain Map entitled: "FINAL MAP OF HARBOR PARK, CITY OF SUISUN CITY, CALIFORNIA", filed in the Office of the Settlement Agreement Counter Recorder of Solano County, California on August 23, 2001, Book 72 of Maps, at Page 48.

which property is commonly known as: 733 Rocky Point Cove, Suisun City, CA 94585, A.P.N. 32-472-160 (the "Property").

3. After the Covenants were recorded upon the Property, Bank facilitated the recordation of a further encumbrance upon the Property in the form of a loan in the amount of approximately \$358,400 (the "Loan"), secured by a Deed of Trust recorded June 2, 2005, as Document Number 200500080936 in the Official Records of the Office of the County Recorder of Solano County ("Deed of Trust"). The Authority believes the Loan and Deed of Trust were made in violation of the Covenants. The Bank disagrees that the Loan and Deed of Trust were made in violation of the Covenants, and desires to exercise its rights and remedies thereunder with respect to the Property. For purposes of this Agreement, all claims, demands, disputes and controversies relating to, or arising between, the Authority and the Bank with regard to the Covenants and the Loan are hereinafter collectively referred to as the "Dispute".

5. Authority hereby agrees to relinquish all terms and restrictions stated in the Covenants as they pertain to the Property pursuant to Section IX, Paragraph B, subparagraph 2 of the Resale Restriction Agreement. Such relinquishment of the Covenants is made in consideration of payment in the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750) by Bank to the Authority. The Covenants are hereby terminated and have no further effect as to the Property for the reason that payment was made to the Authority by Bank effective upon the date of recordation of this Agreement with the Solano County Recorder.

6. Bank's payment of \$3,750 shall be made by check payable to the "Suisun City Housing Authority" and delivered to the Authority as a condition precedent to recordation of this Agreement. The Authority shall be the last Party to execute this Agreement and the Authority shall have the responsibility of recording this Agreement within five (5) business days following receipt of the payment referenced herein. The Authority will not record this Agreement until the payment of \$3,750 has been fully tendered to the Authority.

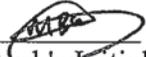
7. The Authority and the Bank (collectively, the "Parties") hereby intend to settle the Dispute as between themselves. Authority hereby agrees that this Agreement shall be effective as a full and final accord and satisfaction and compromise and release of each and every settled or released matter pertaining or related to any claims, demands, disputes, controversies, causes of action, damages, rights, liabilities, obligations, costs, and expenses, of whatever nature (collectively, "Claims") that Authority may assert against the Bank with respect to the Dispute. The Authority further agrees to terminate, and does hereby terminate the Covenants as they pertain to the Property. Such release of Claims and termination of the Covenants is made in consideration of payment in the sum of Three Thousand Seven Hundred Fifty Dollars (\$3,750) by Bank to the Authority.

The foregoing release and waiver includes, but is not limited to, any and all Claims arising from alleged property rights, due process rights, contract rights or breaches, public policy violations, discrimination, harassment, civil rights violations under any federal, state, or local law, personal injury, or emotional distress, save and except only the obligations and rights created or preserved by this Agreement. In connection with such compromise, waiver and relinquishment, the Parties acknowledge that they are aware that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the Covenants, but that, except as is otherwise provided herein, it is their intention hereby to fully, finally and forever settle and release all matters, disputes and differences, known or unknown, suspected or unsuspected, which do now exist, may exist, or heretofore have existed

which arise out of or relate to the Covenants and/or the Dispute, and that in furtherance of such intention, the release actually given herein shall be and remain in effect as a full and complete general release, notwithstanding the discovery or existence of any such additional or different facts. In furtherance of this intention, the Parties acknowledge that they are familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspects to exist in his or her favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."

Authority Initials


Bank's Initials

The Parties hereby expressly waive or relinquish any right or benefit which they have, or might have, under Section 1542 of the Civil Code of the State of California and all other similar provisions of law of other jurisdictions to the fullest extent allowed by law. Notwithstanding the foregoing, nothing in this Section is intended to waive or relinquish (i) the obligations imposed by this Agreement, or (ii) any future or unknown acts of intentional fraud, deceit or misrepresentation.

8. The Parties acknowledge that the Covenants were originally executed by the City of Suisun City Redevelopment Agency, succeeded by the Authority, as well as the Property's current fee owners, Frankie Gamboa and Yvette Y. Gamboa, husband and wife (the "Gamboas"). While the Authority fully intends by this Agreement to release all Claims with regard to the Bank, such release is made without prejudice to, or waiver of, any Claim the Authority or the Bank may have against the Gamboas. Further, while the Authority fully intends by this Agreement to relinquish the Covenants, the Authority makes no representation about, or warranty of, the legal effect of such relinquishment. Nor does the Authority assure or warrant the Property's condition of title, nor does the Authority make any warranties or representations as to the existence or non-existence of any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, debris, or other structures located on, under or about the Property. For the purposes of this Agreement, Hazardous Materials shall be deemed to mean asbestos, polychlorinated biphenyls, petroleum or by-products thereof, radioactive materials, or any chemical, material or substance included in the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "toxic substances" and/or words of similar import under any federal, state and local laws, ordinances, rules and regulations whether present or future, relating to and/or dealing with the protection of the environment and/or human health and safety and/or applicable to the generation, handling, manufacture, installation, treatment, storage, use, transportation, discharge, disposal, presence and/or release into the air, soil, water at, above or below ground level (whether accidental or intentional) of such substances or materials. "Hazardous Materials" shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety

Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq., of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws).

9. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) such party is duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions hereof, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

10. Each party to this agreement shall cooperate in the execution of any and all documents and in the completion of any additional actions that may be reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties execute this Settlement Agreement Relating to Resale Restrictions and Option to Purchase on or as of the date listed below.

Dated _____

"AUTHORITY"
Suisun City Housing Authority

By: _____

Name: _____

Title: Executive Director

Dated 7/19/2012

WELLS FARGO BANK, N.A., a national
banking association

By: 

Name: MICHAEL B. GOLDBERG

Title: Senior Counsel

STATE OF)
)
COUNTY OF)

On July 10, 2012 before me, Dalia Diaz,
Notary Public, personally appeared Michael B. Goldberg, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

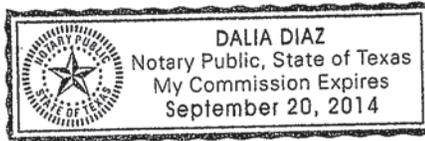
I certify under PENALTY OF PERJURY under the laws of the State of Texas that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

(Seal)



MINUTES

SPECIAL MEETING OF THE SUISUN CITY COUNCIL

AND

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

TUESDAY, JUNE 12, 2012

5:30 P.M.

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

ROLL CALL

Mayor / Chairman Sanchez called the meeting to order at 5:30 PM with Council / Board Members Day, Derting, Segala and Sanchez present. Council / Board Member Hudson was 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 – None

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

CLOSED SESSION

Pursuant to California Government Code Section 54950 the Suisun City Council/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--ANTICIPATED LITIGATION

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

CONVENE OPEN SESSION

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

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

5:59 PM – Mayor Sanchez reconvened the Meeting

CONSENT

Suisun City Council Acting as Successor Agency

2. Successor Agency Receive and Accept the Proposed Administrative Budget for the Successor Agency to the Redevelopment Agency of the City of Suisun City – (Garben).

Motioned by Board Member Day and seconded by Board Member Derting to approve Consent Calendar. Motion carried unanimously by members present.

GENERAL BUSINESS

Suisun City Council Acting as Successor Agency

3. Successor Agency Adoption of Resolution No. SA 2012-06: Requesting the Oversight Board to Consider and Approve a Payment Schedule Between the Successor Agency and the City of Suisun City Associated with the Civic Center Certificate of Participation Funding Arrangement – (Garben).

Motioned by Board Member Day and seconded by Board Member Derting to adopt Successor Agency Resolution No. SA 2012-06. Motion carried unanimously by members present.

4. Successor Agency Adoption of Resolution No. SA 2012-07: Requesting the Oversight Board to Consider and Authorize the Successor Agency to Enter into an Agreement with the City of Suisun City Regarding Reimbursement of Costs Incurred Associated with the Harbor Center Street Extension Project – (Garben).

Motioned by Board Member Day and seconded by Board Member Sanchez to adopt Successor Agency Resolution No. SA 2012-07. Motion carried unanimously by members present.

5. Successor Agency Adoption of Resolution No. SA 2012-08: Requesting the Oversight Board to Consider and Authorize the Successor Agency to Enter into an Agreement with the City of Suisun City Regarding Reimbursement of 333 Sunset Ground Lease Payments to the City of Suisun City – (Garben).

6. **Motioned by Board Member Day and seconded by Board Member Derting to adopt Successor Agency Resolution No. SA 2012-08. Motion carried unanimously by members present.**

ADJOURNMENT

There being no further business, Mayor / Chairman Sanchez adjourned the Meeting at 6:26 PM.

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, JULY 3, 2012

7:00 P.M.

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

ROLL CALL

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

Pledge of Allegiance was led by Council / Board 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).

CONFLICT OF INTEREST NOTIFICATION - None

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

PRESENTATIONS/APPOINTMENTS

(Presentations, Awards, Proclamations, Appointments).

1. Approving Appointment to the Library Advisory Council - (one appointment for term expiring January 2016).

Motioned by Council Member Day and seconded by Council Member Hudson to appoint Margie Russell to the Library Advisory Council. Motion carried unanimously.

2. Solano Community College Update by Yulian Ligioso, Vice President, Finance & Administration.

Mr. Ligioso gave a presentation regarding high-quality college education, urgent need to expand access to career technical education, preparing students for universities, and the needs of Solano Community College.

CONSENT CALENDAR

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

City Council

3. Council Adoption of Resolution No. 2012-57: Authorizing the Recruitment of a Housing

Specialist I/II in the City's Housing Division – (Anderson).

4. Council Adoption of Resolution No. 2012-58: Thanking Employees and Approving an Across-the-Board Compensation Cut of Five Percent – (Anderson).

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

5. Council/Agency/Authority Approval of the Minutes of the Regular and/or Special Meetings of the Suisun City Council, Suisun City Council Acting as Successor Agency and Housing Authority held on June 19, 2012 – (Hobson).

Motioned by Council / Board Member Derting and seconded by Council / Board Member Day to approve the Consent Calendar. Motion carried unanimously.

GENERAL BUSINESS

City Council

6. Discussion and Direction Regarding the Proposed Land Use Alternative Map for the General Plan Update – (Wooden).

Gary Laski, Land Planning and Development Consult working with the Johnsons for the east side property, encouraged Council to move forward with a GPU EIR that analyzes the intensity of use currently proposed for the east side.

Chris Johnson, Owner/Manager Union Creek Holdings, LLC, addressed the issue of limited industrial producing revenue and jobs and in 2006 the 55 acre parcel was in line for annexation within five years.

Mayor Sanchez appointed Council Members Derting and Hudson to an ad hoc committee to meet with the property owners of the east property and report back to Council within a couple of weeks.

Consensus was taken and three of the Council Members (Day, Derting, Segala) agreed to change the current Mixed Use designation to Mixed Use Commercial, analyzing only commercial development impacts in the GPU EIR for the Gentry site.

PUBLIC HEARINGS:

REPORTS: (Informational items only.)

City Manager/Executive Director/Staff

Mayor/Council -Chair/Board Members

ADJOURNMENT

There being no further business, Mayor Sanchez adjourned the City Council meeting at 9:00 PM.

Linda Hobson, CMC
City Clerk

AGENDA TRANSMITTAL

MEETING DATE: July 17, 2012

CITY AGENDA ITEM: Council Adoption of Resolution No. 2012__ : Accepting the Community Development Block Grant (CDBG) Planning and Technical Assistance (PTA) Grant-funded Phase I Senior Housing Feasibility Study, Approving Closeout of the Grant, Requesting that Unused Funds for Phase II (approximately \$35,000) be Disencumbered by the State, and Authorizing the City Manager to Execute any Documents Necessary to Accomplish these Tasks.

FISCAL IMPACT: The City received a Community Development Block Grant Planning and Technical Assistance Grant award of \$70,000 for a two-phase study regarding the need for and feasibility of Senior Housing in the downtown. The required local match of \$2,100 was paid through funds appropriated in the budget.

Following the award of the PTA grant, the City also submitted an application for technical assistance to be provided through a FOCUS grant from the Metropolitan Transportation Commission (MTC). In January, 2011 the City was selected to receive in-kind consultant services from a technical assistance consultant selected and provided by MTC. The City did not receive a cash award and no matching funds were required.

BACKGROUND: The intent of this public hearing is inform the public of the grant accomplishments, including the completion of the CDBG Grant-funded Phase I Senior Housing Feasibility Study, and to inform the public of the request to disencumber unused grant funds for Phase II.

CDBG PTA Grant: On December 1, 2010, the City Council adopted Resolution No. 2009-107 approving an application for funding and execution of a grant agreement for a CDBG PTA Grant for completion of a feasibility study for senior housing and related senior-serving services in downtown Suisun City. The study was designed as a two-phase analysis, with Phase I examining a number of sites and identifying a preferred site and Phase II providing funding to complete some of the necessary technical work for predevelopment, such as environmental and/or geotechnical studies.

FOCUS Grant: These grants for technical assistance are intended to result in deliverables that can be used not only by the recipient but also by other communities with PDAs. The City, ABAG, and MTC jointly own the final Technical Assistance work product and ABAG and MTC may use the Work Product as a resource for the FOCUS Program. Once completed, the City presented the Work Product to the City's Planning Commission, City Council, and the ABAG Regional Planning Committee.

The scope of the work included:

- Exploring demographic, economic, and market conditions and trends in the PDA.
- Identifying current market support for new development.
- Explaining factors that influence project feasibility.
- Testing development feasibility of product types.

PREPARED BY:

April Wooden, Community Development Director

REVIEWED/APPROVED BY:

Suzanne Bragdon, City Manager

- Exploring stakeholder concerns and recommendations.
- Recommending next steps.

STAFF REPORT: The Phase I Senior Housing Feasibility Study is attached as Attachment 1. The CDBG program requires that the City Council accept the Feasibility Study and place it on file.

At the time that the CDBG PTA grant was submitted, the City was reviewing the development of Senior Housing, particularly on the 700 Block of Main Street, as a means of spurring mixed-use development. When the issue of compatibility between senior housing and entertainment venues was raised, the idea of analyzing a variety of sites was identified as a next step. The grant scope of work was designed to meet the interests of both spurring mixed-use development and meeting the growing demands for senior housing. The purpose of Phase I was to identify sites within the downtown area that are appropriate for the development of housing targeted toward low to moderate income older adults (age 55 and over).

The study determined that there is a current excess demand for new independent living units in the city. The current excess demand is 321, which is anticipated to grow to 365 units by 2015. The Suisun City area has a net senior apartment demand of 179 market rate units and 32 low-income units. Current market occupancy is at 100% with waiting lists.

Eleven sites within the downtown were analyzed against the following criteria for an ideal site: location in a quiet area, nearby transportation options, and proximity to social activities and retail establishments. Three sites within the downtown were identified as suitable, including:

- Lotz Way and Marina Boulevard, with a rating of 23.
- Driftwood Drive and Travis Court, with a rating of 19.
- Marina Boulevard and Rio Vista Road, with a rating of 19.

The ideal site was identified as the northwest corner of Lotz Way and Marina Boulevard.

This site contains above average accessibility and visibility since it is on a corner location on Lotz Way and Marina Boulevard, just off Highway 12. The Amtrak station, with connections to Greyhound and the Rio Vista Breeze, as well, is within ½ mile from the site. This provides above-average access to transportation. It is within walking, biking, and scooter distance of both the downtown and the Marina Shopping Center. Both the Heritage and Sunset shopping centers are within one mile of the site.

The two southwest parcels on the site, totaling 2.86 acres, would be ideal for a 100-unit senior housing community. This would leave the Highway 12 frontage available for commercial development, with a pharmacy identified as an ideal anchor. The senior housing community would provide an excellent buffer between commercial development on Highway 12 and the single-family residential neighborhood located on the south side of Lotz Way.

The consultants provided to the City through the FOCUS grant, Bay Area Economics and DC&E, selected two opportunity sites to study: the undeveloped property on the east side of the basin (also known as Parcels 12 and 13) and the northwest corner of Marina Boulevard and Lotz Way, the preferred site from the Senior Housing Feasibility Study. The consultants examined feasibility of certain land uses in the downtown and have created sketch plans of possible configurations of land uses on the two opportunity sites.

A developer panel was held on March 21, 2012, attended by members of the development community, city officials, and the public. The developers in attendance provided direct feedback

regarding their thoughts on the feasibility of senior housing on various sites and the configuration that they felt would work. The FOCUS technical assistance consultants drafted the two general sketch plans (included as Attachment 3) in response to this feedback.

The east basin site would include office, hotel, conference facility, restaurant, and residential uses. This site is of particular interest given the City Council's direction and discussion during the discussion of GPU preferred land use alternatives for providing conference space and additional hotel rooms. The Lotz Way site would include assisted and independent senior living that could stimulate the development of additional commercial development, along with medical offices, and other office and service use development. The sketch plan ideas are consistent with Council's direction in the GPU land use alternatives discussion for each of these sites. The excitement of the FOCUS grant work product is that the consultants provide an expert idea of what such projects "could" look like as a marketing tool for future development.

The disadvantage of the Lotz Way site is that it is in multiple ownership. Five different property owners own portions of the site. Given the complexities of this multiple ownership constraint, it was not possible to initiate and complete Phase II within the time allotted. However, with an identified site and a consultant sketch plan for future development, staff intends to reapply for CDBG PTA-grant funds to move forward with additional analysis and predevelopment work on this site. In addition, we will complete the FOCUS grant work program and determine whether there is additional technical assistance that could be provided to the City as we move forward with additional analysis.

Staff is requesting that the City Council accept the feasibility study, authorize closeout of the grant, request unused funds be disencumbered by the State, and authorize the City Manager to execute any documents necessary to accomplish these tasks.

RECOMMENDATION: It is recommended that the City Council adopt Resolution No. 2012___: Accepting the Community Development Block Grant (CDBG) Planning and Technical Assistance (PTA) Grant-funded Phase I Senior Housing Feasibility Study, Approving Closeout of the Grant, Requesting that Unused Funds for Phase II (approximately \$35,000) be Disencumbered by the State, and Authorizing the City Manager to Execute any Documents Necessary to Accomplish these Tasks.

ATTACHMENTS:

1. CDBG PTA Grant-funded Phase I: Senior Housing Feasibility Study.
 2. Resolution No. 2012___: Accepting the Community Development Block Grant (CDBG) Planning and Technical Assistance (PTA) Grant-funded Phase I Senior Housing Feasibility Study, Approving Closeout of the Grant, Requesting that Unused Funds for Phase II (approximately \$35,000) be Disencumbered by the State, and Authorizing the City Manager to Execute any Documents Necessary to Accomplish these Tasks.
 3. Opportunity site sketch plans: East Basin site (Parcels 12 and 13) and northwest corner of Lotz Way and Marina Boulevard.
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RESOLUTION NO. 2012-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUISUN CITY
ACCEPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PLANNING AND TECHNICAL ASSISTANCE (PTA) GRANT-FUNDED PHASE I
SENIOR HOUSING FEASIBILITY STUDY, APPROVING CLOSEOUT OF THE
GRANT, REQUESTING THAT UNUSED FUNDS FOR PHASE II (APPROXIMATELY
\$35,000) BE DISENCUMBERED BY THE STATE, AND AUTHORIZING
THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY
TO ACCOMPLISH THESE TASKS**

WHEREAS, the City was awarded a CDBG PTA Grant for the purpose of completing a two-phase work program to identify a preferred site for senior housing within the downtown and to initiate predevelopment work, such as environmental and/or geotechnical studies regarding the selected site; and

WHEREAS, the City Council committed and provided a local match, not to exceed \$2,100; and

WHEREAS, the City Council has received and reviewed the Phase I Senior Housing Feasibility Study, including the contents of the study and the identification of a preferred site.

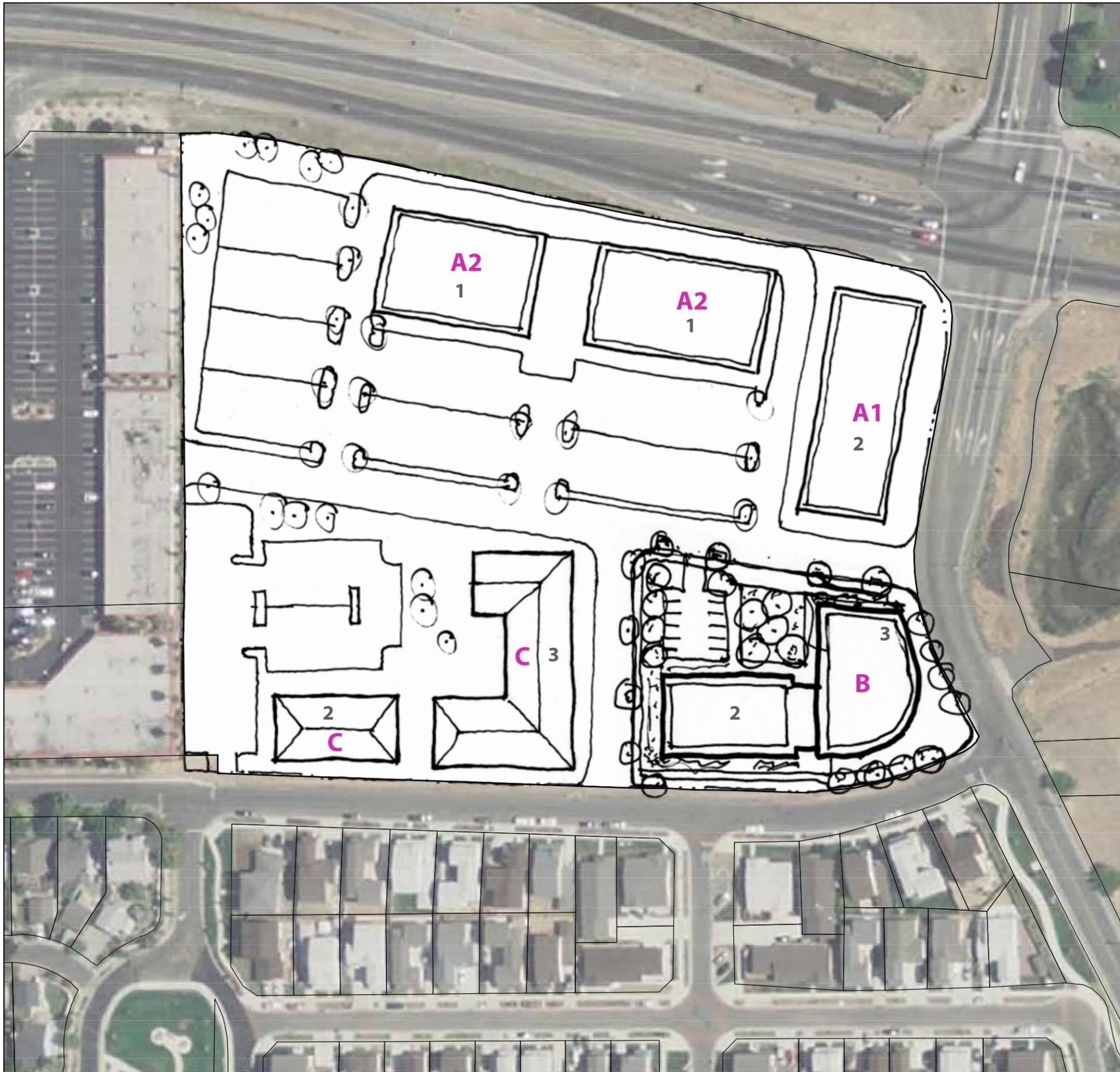
NOW, THEREFORE, BE IT RESOLVED that the City hereby accepts the Community Development Block Grant (CDBG) Planning and Technical Assistance (PTA) Grant-funded Phase I Senior Housing Feasibility Study, approves closeout of the grant, requests that unused funds for Phase II, in the amount of approximately \$35,000, be disencumbered by the State, and authorizes the City Manager to execute any documents necessary to accomplish these tasks.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Suisun City, duly held on the 17th day of July, 2012 by the following vote:

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

WITNESS my hand and the seal of said City this 17th day of July, 2012.

Linda Hobson, CMC
City Clerk



Senior Housing Site Test Fit

Total Site Area: 9.07 acres

Building A1: Mixed-Use

Floor 1:	10,000 gsf Retail 6,000 gsf Office
Floor 2:	16,000 gsf Office
Total:	32,000 gsf

Building A2: Pure Retail

Total:	28,000 gsf
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Parking (A1 and A2): 250 total surface spaces @ 4/1000 sf

Building B: Assisted Living

	34,000 gsf Assisted Living (60%) (68 units at 500sf/unit)
	22,000 gsf Common Facilities (40%)
Total:	56,000 gsf

Parking: 12 surface spaces for employees

Building C: Senior Housing

Total:	64,000 gsf
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Common
Open Space: 6,000 sf

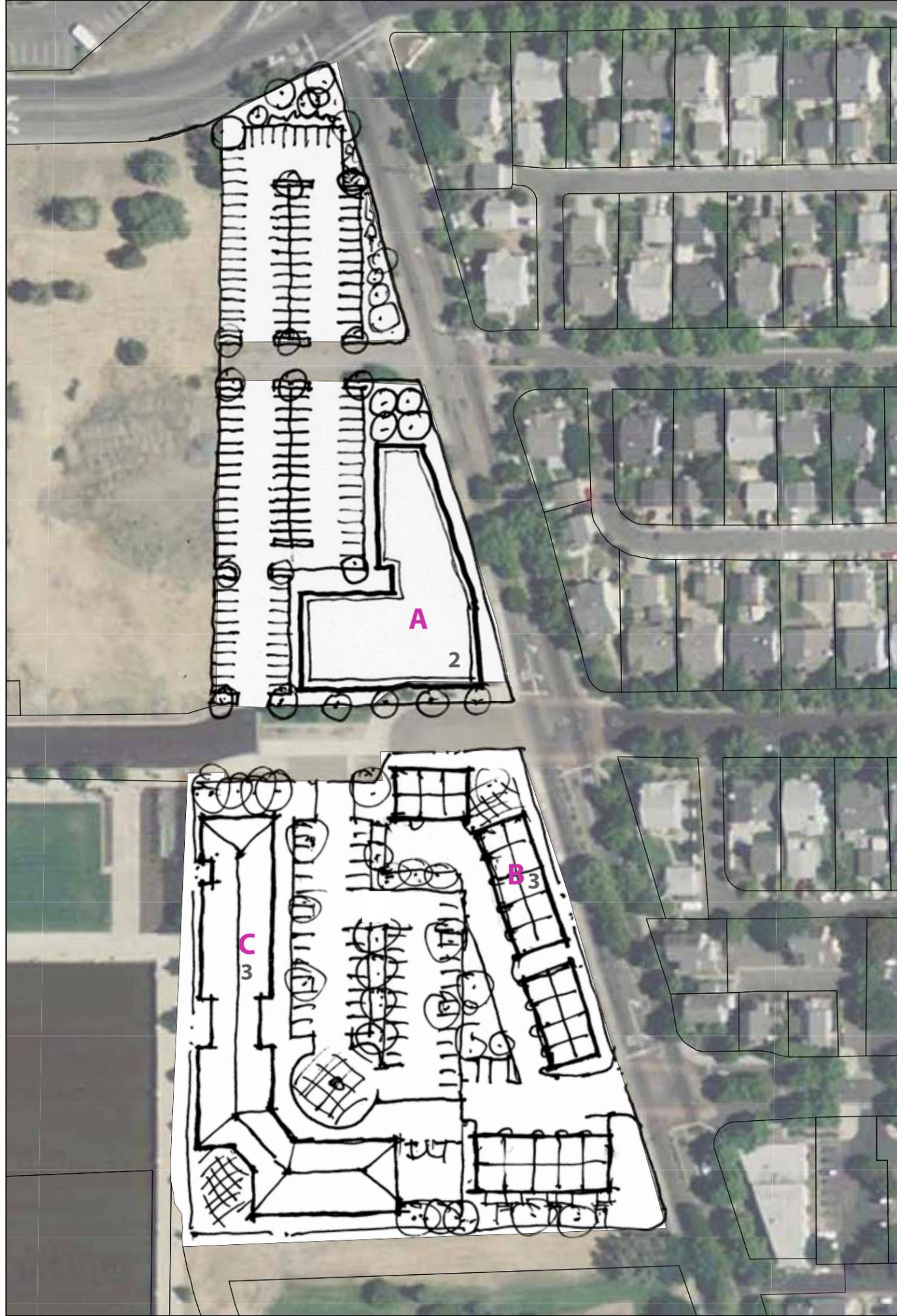
Units Total: 54 (@ 1200 gsf per unit)

Parking: 90 surface spaces @ 1.67/unit

Additional
Street Parking: 35 parallel spaces

0 50 100 200 NORTH

Date: 12.13.2011



Waterfront Site Test Fit

Total Site Area: 5.07 acres

Building A: Office

Floor 1:	20,000 gsf Office
Floor 2:	20,000 gsf Office
Total:	40,000 gsf

Parking: 160 surface spaces @ 4/1000 sf
(meets parking requirements of 4/1000)

Building B: 3-Story Townhomes with Tuck Under Parking

Dwelling Units: 17 units

Parking: 1 space per unit + 3 guest spaces

Building C: 3-Story Restaurant/Hotel

Total: 36,000 gsf (26,000 sf hotel (lobby service, meeting space, rooms, circulation + 5,000 sf restaurant + 5,000 sf conference area))

Rooms total: 40

Residential Parking: 61 surface spaces
(meets parking requirements of 4/1000 for restaurant + 1/room)



Date: 1.3.2012